

Become a ReDriven Power Inc. Dealer

Date: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone(s): _____

Fax: _____ Mobile: _____

Email/Website: _____

REQUIRED INFORMATION

Area for which dealership is required: _____

No. of Years in current business: _____

Nature of current business: _____

No. of Years in previous business (if any): _____

Nature of previous business (if any): _____

Experience (in years) in selling wind turbines in the market: _____

Cash Flow of your business/company: _____

Working Capital: _____

Anticipated monthly sales can you generate? _____

Trade/Professional credentials: _____

No of Employees: _____

Contractor number (if applicable): _____

What is your company's technical expertise or knowledge of wind turbines?

What other brands of wind turbines are you currently selling?

Does your company offer wind turbine installation service?

1. Send the completed form application@ReDriven.ca or fax to 613-652-1903.
2. Regional management may contact you once this form is reviewed.
3. Providing of false or misleading information can affect your relationship with ReDriven even after you are approved as a ReDriven dealer.

DEALER AGREEMENT

This DEALER AGREEMENT ("Agreement") is made and is effective this ____ day of _____, 20____, by and between ReDriven Power Inc., a Canada corporation with its principal place of business at 24A Bath Road, Iroquois, Ontario, Canada K0E 1K0 ("RPI"), and _____, a _____ with its principal place of business at _____ ("Dealer"). Dealer and RPI are individually referred to as "Party" and collectively as "Parties."

Recitals

RPI is engaged in the business of promoting, selling, distributing and servicing wind turbines and related goods (the "Products").

Dealer wishes to promote, sell and distribute the "Products" in the United States or Canada as applicable.

RPI desires to have Dealer promote, sell, and distribute the Products in either the United States or Canada on the terms and conditions set forth in this Agreement.

Dealer represents that it is engaged as an independent contractor and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out to be the independent contractor and to perform the services to be performed under this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Appointment

Subject to Dealer fulfilling all of its obligations hereunder (including the obligations set forth in the Non-Circumvention and Nondisclosure Agreement attached hereto as Exhibit "A"), RPI hereby grants to Dealer the right to sell, distribute, market and advertise the Products in the United States or Canada, dependent upon Dealer's principal place of business, for the term of this Agreement as set forth below. Dealer is not by its appointment an agent of RPI and shall not be entitled to execute agreements on behalf of or otherwise legally bind RPI to agreements with third parties.

2. General Conduct

Dealer will at all times conduct its business in a manner as will reflect favorably on RPI and RPI's Products and will not engage in any deceptive, misleading, illegal, or unethical business practice.

3. Price; Delivery

3.1 Acceptance of Orders. All orders placed by Dealer under this Agreement shall be in the form of a firm purchase order of Dealer and subject to acceptance in writing by RPI. Upon RPI's written acceptance of orders, they shall become binding contracts by Dealer to purchase the Products on the terms and conditions set forth in this Agreement. In the event of any discrepancy between the provisions set forth herein or in the terms and conditions of sale (as set forth on RPI's invoices), on the one hand, and any purchase order, order confirmation, or other communication between the parties, whether or not acknowledged by the other party, the provisions hereof and of such terms and conditions shall prevail.

3.2 Prices. Dealer shall pay RPI for its Products at the set wholesale prices as determined by RPI at the time of purchase. All prices are expressed and shall be payable in either Canadian or US dollars as applicable to the dealer's jurisdiction with all pricing based on US dollars. For greater clarity, Canadian Dealers may pay in US dollars or equivalently converted Canadian dollars. RPI reserves the right to alter its prices at its discretion.

3.3 Payment. Dealer shall make payment to RPI in accordance with payment terms specified by RPI from time to time. The payment terms are 50% deposit upon placing the order and 50% upon the goods reaching port. The goods will be released upon receipt of the final 50% payment. To the extent Dealer shall fail to make payment as specified, or if for any other bona fide reason RPI deems itself to be insecure as to payment, RPI may demand that Dealer make full or partial payment in advance, accept bills of exchange, open for RPI's benefit documentary letters of credit, obtain for RPI's benefit bank guarantees, or provide other satisfactory security or guarantees that invoices will be promptly paid when due.

3.4 Delivery. RPI shall be responsible for all shipping and related insurance charges with respect to the shipment of the Products to the final destination. Unless otherwise stated in RPI's order confirmation, all Products shall be shipped to the western ocean port on a carrier selected by RPI. Shipping shall be made to the nearest western ocean port at which point RPI's delivery obligations shall be fulfilled. RPI shall endeavor to deliver Products within a reasonable time, but shall have no liability hereunder for lack of availability of a Product or failure to meet any Product delivery date.

3.5 Title. Title to the Products shall pass to Dealer when final payment is received by RPI.

3.6 Risk of Loss. Risk of loss or damage shall pass from RPI to Dealer upon delivery of the Products to the carrier or, if Dealer, or its representative, retrieves the Products from RPI directly, upon presentment to Dealer.

3.7 Design and Price Changes. RPI agrees to provide reasonable notice to Dealer of all contemplated changes in Product design and price prior to marketing any changed Product or establishing any revised price.

4. Dealer's Obligations

4.1 Software. During the term of this Agreement, Dealer must use the software specified by RPI, namely the CRM software. Dealer shall be responsible for the payment of the annual license fee owed for the use of such software. The cost of CRM in the first year of use is \$675.00 and \$1,250.00 per year thereafter. The price of CRM may increase by the rate of the Consumer Price Index annually.

4.2 Best Efforts. Dealer agrees to use its best efforts to promote the distribution, sale, and use of the Products.

4.3 Import Licenses, Exchange Controls, and Other Governmental Approvals; Compliance. Dealer shall, at its expense, obtain any and all import licenses and governmental approvals that may be necessary to permit the sale by RPI and the purchase by Dealer of Products hereunder, comply with all registration requirements, obtain such approvals from the banking and other governmental authorities as may be necessary to guarantee payment of all amounts due hereunder to RPI in Canadian or US dollars, and comply with any and all governmental laws, regulations, and orders that may be applicable to the Dealer by reason of its execution of this Agreement including any requirement to be registered as RPI's independent distributor with any governmental authority, and including any and all laws, regulations, or

orders that govern or affect the ordering, export, shipment, import, sale, delivery, or redelivery of Products. Dealer shall furnish RPI with such documentation as RPI may request to confirm the Dealer's compliance with this Section 4.4 and agrees that it shall not engage in any course of conduct that, in Dealer's reasonable belief, would cause RPI to be in violation of the laws of any jurisdiction.

4.4 Local Law. Dealer shall notify RPI of the existence and content of any mandatory provision of Dealer's local law or any other applicable law that conflicts with any provision of this Agreement at the time of its execution or thereafter as might reasonably be know by the Dealer. Failure to do so shall constitute a breach of this Agreement for which RPI may terminate this Agreement effective immediately upon notice to Dealer.

4.5 Standards. Dealers shall be responsible for ensuring that all Products sold by it comply with all health, safety, environmental and other standards, specifications and other requirements imposed by law, regulation or order in Dealer's jurisdiction and applicable to the Products. Dealer shall also ensure that all Products sold by it bear all instructions and labels applicable to the Products which are necessary or desirable under laws, regulations or practices in Dealer's jurisdiction. Under no circumstances shall Dealer alter any of the Products or remove, efface or obscure any labels thereon except with the prior written consent of RPI.

4.7 Taxes. Unless Dealer provides RPI with a valid tax exemption certificate, Dealer agrees to pay all sales taxes, customs duties and other such transactional taxes associated with the sale of the Products by RPI to Dealer.

4.8 Marketing. In relation to marketing of the Products, Dealer agrees:

- (a) To obtain RPI's prior approval, for all marketing, promotional and advertising campaigns and materials for Products which approval RPI may grant or withhold in its reasonable business judgment.
- (b) To purchase marketing materials from RPI at RPI's cost whenever reasonable and appropriate to do so at the Dealer's discretion.
- (c) To exercise commercially reasonable efforts to exploit the opportunity to sell as promptly as reasonably practicable the maximum number of Products that the market can reasonably absorb, including by (i) developing and implementing an active and recurring marketing campaign, (ii) developing and implementing an active and recurring sales campaign, (iii) conducting surveys of consumer preferences as may be reasonably necessary to enable Dealer to maximize its sales of Products, and (iv) adjusting its marketing and selling efforts as required to reflect consumer reactions to the Products.

4.9 Training. Dealer will participate in the two day installation program provided by or specified by RPI at Dealer's sole cost and expense. The training fee for the program is \$600 per day plus food, lodging and airfare.

4.10 Consumer Intelligence. Dealer will permit RPI to review information collected by Dealer regarding the acceptance of Products and keep RPI informed regarding consumers' reactions to the Products.

4.11 Environmental Assets. RPI retains the rights to the environmental assets produced by the wind turbines such as carbon credits or registered emissions credits.

4.12 Dealer Qualifications. The Dealer must have the in-house expertise of a licensed electrician or the ability to subcontract a licensed electrician otherwise the warranty will be void. By signing this agreement the Dealer confirms their own in-house ability or the ability to subcontract the necessary skills to read and interpret engineering drawings for the purpose of installing the product and accepts all responsibility for doing so correctly. If local laws require the installer to be registered with the Province or State; such as, the California Contractors State License Board, then the Dealer must provide evidence of valid registration of the installer otherwise the warranty is void.

5. Intellectual Property

5.1 Use of Trade Name and Trademark. RPI agrees that while this Agreement continues in force, Dealer may use the Products' trade names and/or trademarks in connection with the advertisement and sale of the Products. RPI hereby reserves all rights in its intellectual property. RPI's trade names and/or trademarks shall not be affixed to or advertised in connection with any merchandise or service other than the Products.

5.2 Any and all improvements or incremental improvements to the wind turbine systems belong to RPI along with all existing intellectual property.

5.3 Advertising. All advertising and promotional materials containing or referring to RPI's trade names and/or trademarks shall be submitted to RPI for approval, which shall not be unreasonably withheld.

5.4 Obligations upon Termination. Dealer further agrees that upon termination of this Agreement, it shall cease all use of the trade names and/or trademarks and deliver to RPI any representations thereof, whether digital or otherwise, which are in Dealer's possession upon termination.

6. Warranties; Limitation of Liability

6.1 Standard Warranty. All Products sold by RPI to Dealer shall be subject to the standard warranty issued by RPI and attached hereto as Exhibit "B." Dealer shall sell the Products only on the basis of such standard warranty and shall make no further representations relating to warranty. **RPI SPECIFICALLY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, NONINFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL RPI OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED BY DEALER OR ANY THIRD PARTY WHICH MAY ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT. TO THE EXTENT THAT RPI MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW.**

6.2. Warranty Service. RPI, at its own expense and option, shall either repair or replace any defective Products during the warranty period, provided that Dealer has notified RPI using the Warranty Claim Form and, upon inspection by RPI, if RPI has found the Product to be defective. If RPI elects to repair defective Products, the Customer, at Customer's expense, shall be responsible for providing the necessary equipment for RPI or the Dealer's use. The Warranty covers the cost of materials but not the cost of labor incurred in replacing the parts or otherwise providing warranty service. The sole and

exclusive remedy under this agreement shall be limited to the repair or replacement specified herein. RPI shall not indemnify Dealer against any claim or liability based on Dealer's installation, modification or conversion of the Products and/or the subsequent use of that modification or conversion.

6.3 Limitation of Liability. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED HEREIN, THE MAXIMUM LIABILITY OF RPI TO DEALER OR ANY THIRD PARTY WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR THE PRODUCTS PROVIDED HEREUNDER, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT PAID FOR THE PRODUCT GIVING RISE TO THE CLAIM.

7. Indemnification

Dealer agrees to defend, indemnify and hold RPI, its officers, directors, employees, successors and assigns, harmless against all losses, damages or expenses of whatever form or nature, including actual attorneys' fees and other costs of legal defense, whether direct or indirect, which they, or any of them, may sustain or incur as a result of any acts or omissions of Dealer, or any of its directors, officers, employees, or agents, including, but not limited to, (i) breach by Dealer of any of the provisions of this Agreement, (ii) gross negligence or other tortious conduct on the part of Dealer, (iii) representations or statements made by Dealer that are not specifically authorized by RPI herein or otherwise in writing, (iv) violation by Dealer (or any of its directors, officers, employees or agents) of any applicable law, regulation or order; or (v) any product or distribution liability upon the transfer of Products to Dealer.

8. Termination

8.1 Termination. This Agreement may be terminated by written notice to the other party as follows: a) by either party, without cause, by giving at least thirty (30) days prior written notice of termination; b) by RPI, effective immediately upon RPI's giving Dealer written notice, in the event that Dealer breaches any terms of this Agreement; c) by RPI, effective immediately with no need for any notice, if Dealer shall become the subject of any voluntary or involuntary bankruptcy, receivership or insolvency proceeding; or shall make an assignment for the benefit of creditors generally; or d) by RPI, effective immediately, if any law or regulation should be adopted or in effect in Dealer's jurisdiction that would restrict RPI's termination rights or otherwise invalidate any provisions hereof.

8.2 Effect of Termination. Following termination, Dealer may fill any order received prior to the date of termination of this Agreement from existing stock in Dealer's inventory, but shall otherwise cease all sales activities relating to the Products. The Dealer remains responsible for ensuring all building permits are closed on outstanding installations on which a deposit is accepted and until RPI is paid in full. All indebtedness of Dealer shall become immediately due and payable and RPI shall be entitled to reimbursement of attorney's fees that it may incur in collecting such indebtedness. Dealer shall cease any and all use of RPI's trademarks and/or copyrighted materials.

9. General Provisions

9.1 Assignment. Neither party may assign its obligations or delegate its rights under this Agreement without the prior written consent of the other party.

9.2 Governing Laws. This Agreement shall be governed and interpreted in accordance with the laws of the State of California, if the Dealer's principal place of business is in the USA, or the Province of

Ontario, if the Dealer's principal place of business is in Canada. Each Party agrees to submit to the exclusive jurisdiction of the courts located in Orange County, California, or Ontario, Canada (dependent upon the Dealer's principal place of business) in any action arising out of a dispute under or in connection with this Agreement or any transaction contemplated by this Agreement. Each Party further agrees that personal jurisdiction may be effected upon him or her by service of process by registered or certified mail, and that when service is so made, it shall be as if personal service were effected within Orange County, California or Ontario, Canada, as applicable.

9.3 Severability. Each provision of this Agreement shall be considered severable, and if a provision is for any reason held to be invalid, all remaining provisions shall be enforceable. If any provision of this Agreement is held to impose a restriction, which is unenforceable in scope that could be made enforceable by limiting the scope of the provision to preserve enforceability, then the provision's scope shall be so limited.

9.4 Waiver. The observance of any term of this Agreement may be waived (whether generally or in a particular instance and either retroactively or prospectively) by the Party entitled to enforce the term, but any waiver is effective only if in a writing signed by the Party against which the waiver is to be asserted. Except as otherwise provided in this Agreement, no failure or delay of either Party in exercising any power or right under this Agreement will operate as a waiver of the power or right, nor will any single or partial exercise of any right or power preclude any other or further exercise of the right or power or the exercise of any other right or power.

9.5 Force Majeure. Each Party will be temporarily excused from performing its obligations under this Agreement in the event any force majeure or other occurrence beyond the reasonable control of such Party makes such performance impossible, contrary to law, or commercially unreasonable. The delayed Party will resume performance of its obligations with due diligence after the delaying event has subsided. The Parties will use their best efforts to overcome the cause and effect of any such suspension.

9.6 Attorneys' Fees. If either party brings any action for relief against another, declaratory or otherwise, arising out of this Agreement, the losing party will pay to the prevailing party a reasonable sum for attorneys' fees incurred in bringing the action and enforcing any judgment granted therein. The parties agree that any judgment or order entered will contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing the judgment.

9.7 Entire Agreement; Amendments. This Agreement sets forth the entire understanding between the Parties and supersedes all previous Agreements, arrangements, and understandings between the Parties, whether verbal or written, and may not be amended except in writing by both Parties jointly. Notwithstanding the foregoing, the Nondisclosure Agreement between the Parties shall remain binding during the term of this Agreement and following termination of this Agreement.

9.8 Dispute Resolution. In the event of a dispute between RPI and the Dealer arising from this Agreement or the interpretation thereof, before filing a lawsuit, both Parties agree to first submit the dispute to mediation with a mutually acceptable mediator, with each party bearing one-half (1/2) of the mediator's fees. Except as expressly set forth below, if any Party files a lawsuit without complying with the foregoing requirement, that party shall waive its right to any attorneys' fees to which such Party may be entitled to in such lawsuit under this Agreement. Notwithstanding the foregoing, if a Party submits a written request to mediate a dispute to the other Party and the latter fails to respond in good faith and to take reasonable steps to initiate mediation within fifteen (15) days of receipt of such notice, the Party requesting the mediation will then be free to file a lawsuit and there will be no waiver of any entitlement to attorneys' fees under the preceding sentence. No provision of this section will, however, limit the right

of a Party to obtain provisional or ancillary remedies from a court of competent jurisdiction before or during the pendency of any mediation.

9.9 Signatures; Counterparts. A facsimile signature shall serve as an original signature. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall, when taken together, constitute a single document.

10 Dealer Application Fee. There is a Dealer Application fee of \$1,500.00 that is fully refundable upon receipt of a deposit for the Dealer's first order. The Dealer Application Fee must be wired when the application is submitted. If the Dealer is not approved, then the application fee is refunded in full via wire within 48 hours of notification.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

"RPI"

"DEALER"

ReDriven Power Inc.

By _____

By _____

Its: President

Its: _____

Date

Date

Address and Facsimile No. for Notices:

Address and Facsimile No. for Notices:

24A Bath Road
Iroquois, Ontario
K0E 1K0
Attention: Joseph Ianni
Phone No.: 866-330-0007
Facsimile No.: (613)652-1903
Email: jianni@redriven.ca

Attention: _____
Phone No.: _____
Facsimile No.: _____
Email: _____

EXHIBIT "A"

NON-CIRCUMVENTION AND NONDISCLOSURE AGREEMENT

NON-CIRCUMVENTION AND NON DISCLOSURE AGREEMENT

This NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT (the "Agreement") is entered into this _____, 20____ (the "Effective Date"), by and between ReDriven Power Inc., an Ontario corporation with its principal place of business located at 24A Bath Road , Iroquois, Ontario K0E 1K0 ("RPI") and _____(the "Contractor"), a _____with its principal place of business at _____ . Both parties understand and agree that in the course of doing business; both will have access to each other's proprietary information, which both parties consider to be valuable and confidential. Either party may be the disclosing party (Disclosing Party) or the receiving party (Receiving Party). This Agreement is therefore entered for the purpose of preventing the unauthorized disclosure or use, for the Receiving Party's own benefit, of Confidential Information (as defined below) of the Disclosing Party which may be disclosed to the Receiving Party for the purpose of pursuing the establishment of a business relationship or negotiating any contract or agreement between the Disclosing Party and the Receiving Party.

For purposes of this Agreement, the term "Confidential Information" shall mean any and all proprietary or confidential information, whether or not developed by Disclosing Party, including without limitation, (i) any and all technical information, including without limitation, product data and specifications, know-how, formulae, processes, inventions, research projects and product development; (ii) any and all business information, including, without limitation, cost information, pricing information, profits, sales and other accounting and financial information, markets, sales and marketing methods, customer lists and customer information, purchasing, supplier lists and supplier information, distributor lists and distributor information, technology owner information, manufacturer lists and manufacturer information, advertising strategies, and (iii) any and all employee information, including, without limitation, salaries, strengths, weaknesses and skills of employees, all of the foregoing are acknowledged and agreed by the parties hereto to constitute valuable trade secrets of the Disclosing Party or its affiliates.

For Purposes of this Agreement, the term "Non-Circumvention" shall mean that each named signatory hereby separately and individually hereby agree that he/she/they will not make any contact with or deal with the Disclosing Party's client or distribution source introduced to the Receiving Party by the Disclosing Party including but not limited to any person, company, partnership, joint venture, trust, association, governmental agency or any employee, agency, officer, director, shareholder, beneficiary, or partner thereof introduced by another of the signatories separately or jointly without specific and agreed to permission in writing from the introducing signatory or signatories. This Non-Circumvention shall remain in effect after the termination of the Dealer Agreement entered into concurrently by the parties (the "Dealer Agreement").

In consideration of the Disclosing Party's disclosure of Confidential Information to the Receiving Party, the Receiving Party hereby agrees as follows:

1. The Receiving Party shall hold and maintain the Confidential Information in strictest confidence and in trust for the sole and exclusive benefit of the Disclosing Party.
2. The Receiving Party shall not, without the prior written approval of the Disclosing Party, use for its own benefit, publish or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information.
3. The Receiving Party shall carefully restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access in order to participate on behalf of the Receiving Party in the analysis and negotiation of a business relationship or any contract or

agreement, or the advisability thereof, with the Disclosing Party. The Receiving Party further warrants and represents that it will advise each of the persons to whom it provides access to any of the Confidential Information pursuant to the foregoing sentence that such persons are strictly prohibited from making any use, publishing, or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information.

4. The Receiving Party shall take all necessary action to protect the confidentiality of the Confidential Information, except for its disclosure pursuant to paragraph 3 above, and hereby agrees to indemnify the Disclosing Party against any and all losses, damages, claims, or expenses incurred or suffered by the Disclosing Party as a result of the Receiving Party's breach of this Agreement.

5. This Agreement shall continue in full force and effect for the duration of the Dealer Agreement and for five (5) years following the date of termination thereof, except that the Receiving Party's obligations hereunder shall not extend to any of the Confidential Information which the Receiving Party can demonstrate was in the public domain on the date of this Agreement.

6. The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party is to be in addition to the remedies otherwise available to the Disclosing Party at law or equity.

7. The Receiving Party shall return to the Disclosing Party any and all records, notes, and other written, printed, or tangible materials pertaining to the Confidential Information immediately on the written request of the Disclosing Party.

8. This Agreement and the Receiving Party's obligations hereunder shall be binding on the representatives, assigns, and successors of the Receiving Party and shall inure to the benefit of the assigns and successors of the Disclosing Party.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. This Agreement constitutes the sole understanding of the parties about the subject matter hereof and may not be amended or modified except in writing signed by each of the parties to this Agreement.

IN WITNESS WHEREOF, Disclosing Party and Receiving Party have caused this Agreement to be executed as of the day and year first appearing above.

ReDriven Power Inc.

Dealer _____

By: _____
Joseph Ianni

By: _____

Its: CEO _____

Its: _____

EXHIBIT "B"
LIMITED WARRANTY

LIMITED FIVE YEAR WARRANTY

The ReDriven 2 – 3 - 5 - 10 - 20 kW Wind Turbines carry a five year limited product warranty to the original purchaser beginning upon the date of installation or ninety (90) days after shipment from the factory, whichever comes first. This warranty covers the ReDriven Wind Turbine, Controls and Tower (exclusive of foundation and wiring). Warranty labor is at RPI's sole discretion and coverage will be assessed on a case by case basis or where otherwise required by law or other rebate program with warranty stipulations.

This limited warranty extends only to material and workmanship provided by ReDriven Power Inc. Use of components not sold by ReDriven Power Inc voids this warranty. This warranty does not cover installation by the Dealer or any other party as regarding installation materials, components, workmanship, or installation design. Nor does this warranty cover any financial loss related to a loss of power production if the system is unable to operate. The installation related items are covered by a Limited Installation Warranty when purchased from an authorized ReDriven Dealer. Service or Installation by anyone other than an authorized ReDriven Dealer voids this warranty. This limited warranty is only applicable to use in normal environmental conditions. Use of the products in extremely adverse environmental conditions such as installations in locations where the design wind speed exceeds 90-mph (3-second gust) per the 2006 International Building Code will void this warranty. Under no circumstances will ReDriven Power Inc. reimburse costs to the Dealer where express written consent by ReDriven Power Inc was not previously obtained by the Dealer either under warranty in or the course of normal work.

THIS WARRANTY SPECIFICALLY EXCLUDES THE FOLLOWING:

- USE OTHER THAN AS DIRECTED BY REDRIVEN POWER INC.
- ALL ACTS OF GOD, INCLUDING, BUT NOT LIMITED TO, FIRE, EARTHQUAKES, FLOODS, AND TORNADOES.
- ABUSE OR VANDALISM.
- DAMAGE FROM WEATHER CONDITIONS INCLUDING WIND, LIGHTING AND HAILSTORM DAMAGE OR ANY OTHER INSURABLE LOSS UNDER STANDARD FIRE AND EXTENDED COVERAGE POLICIES GENERALLY AVAILABLE FOR ENDORSEMENT TO THE CONSUMER.
- UNSTABLE TOWER SYSTEM FOUNDATIONS.
- DAMAGE DUE TO VOLTAGE IRREGULARITIES.
- DAMAGES CAUSED BY LACK OF PERIODIC MAINTENANCE, OVERLOAD, IMPROPER INSTALLATION, AND/OR IMPROPER USE.

In the event that any component part of the system covered under this warranty should prove defective, it will be repaired or replaced, at ReDriven Power Inc.'s discretion, F.O.B. our factory upon the prepaid return to:

ReDriven Power Inc.
24A Bath Road
Iroquois, On K0E 1K0

If ReDriven Power Inc. elects to repair a defect, the consumer must provide, at the consumer's expense, the crane to facilitate such repairs.

Written notice of any defect must be given upon discovery of the defect by certified mail to ReDriven Power Inc.

ReDriven Power Inc. reserves the right, at its sole discretion, to make improvements to its products in the future without incurring obligations to implement these improvements in products previously supplied. From time to time, ReDriven Power Inc. may introduce a product improvement that either prevents future failure of a part/component or eliminates a safety hazard. Installation of this mandatory improvement must be completed within 30 days of the provision of such improvement to consumer or this warranty shall be deemed void.

RPI SPECIFICALLY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL RPI OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT. TO THE EXTENT THAT RPI MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY CONTAINED HEREIN, THE MAXIMUM LIABILITY OF RPI WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT PAID FOR THE PRODUCT GIVING RISE TO THE CLAIM.

This warranty gives you specific legal rights, the enforceability of which may vary, dependent upon your jurisdiction.

EXHIBIT "C"
TERMS OF DEALERSHIP

International Terms of Dealership

Dealer, please read the following. Sign, date & fax back to 1-613-652-1903.

- ~ New Dealers are expected to participate in the 2 day installation training program.
- ~ All orders are payable by wire transfer or check.
- ~ Dealer orders are to be submitted using ReDriven's CRM system.
- ~ Payment terms: 50% deposit at time of order and 50% upon receipt of the Ocean Bill of Lading.
- ~ Freight FOB to western ocean port of Dealer's choice. Duties included in the quote.
- ~ Dealers expected to honor service calls and technical assistance.
- ~ Dealers expected to have a marketing plan for the ReDriven turbines.
- ~ 5 year warranty on ReDriven wind turbines, blade warranty, and charge controllers.
- ~ Improper installation, use and or adverse environmental conditions void warranty.
- ~ 50% restocking charge + shipping for all returns.
- ~ ReDriven will not be held liable for any damages which may occur after purchasing, installing and using any and of its products.
- ~ ReDriven reserves the right to cancel any Dealership arrangement for good cause.
- ~ Unless otherwise specified turbines include: Charge controller, blades, nacelle, nuts & bolts, & documentation. Tower kits are extra.
- ~ No taxes apply on international orders. Dealers are responsible for all state, provincial and local taxes.
- ~ No minimum orders.
- ~ Insurance provided on all orders from factory to customer location.
- ~ Dealers located outside of North America are responsible for obtaining adequate product liability insurance.