

## **CONSIGNMENT AGREEMENT**

This Consignment Agreement (this "Agreement") is made effective as of \_\_\_\_\_ between eCOMP Electronic Components Inc., of 296 Irving Street, Framingham, Massachusetts 01702, and Sierra Components Inc., of 2222 Park Place, Minden, Nevada 89423.

The parties agree as follows:

**I. RIGHT TO SELL.** eCOMP Electronic Components Inc. owns Electronic Components in silicon chip form ("Chips"). In accordance with this Agreement, eCOMP Electronic Components Inc. grants Sierra Components Inc. an exclusive right to sell the Chips under the terms of this Agreement. eCOMP Electronic Components Inc. agrees to deliver to Sierra Components Inc., on consignment, the Chips. Sierra Components Inc. agrees to devote its best efforts to the sale of the Chips. All sales prices and terms of sale shall be determined by Sierra Components Inc..

**II. PROCEEDS OF SALES.** Sierra Components Inc. will pay to eCOMP Electronic Components Inc. a portion of the sales proceeds which shall be calculated as follows: 50 percent of the proceeds from the sale of the Chips. The amount determined in the previous sentence shall be paid to eCOMP Electronic Components Inc.. Payment to eCOMP will be made 30 days after each sale. With each net proceeds payment, Sierra Components Inc. will submit to eCOMP Electronic Components Inc. a written report that sets forth the calculation of the amount of the net proceeds payment and the extent of current inventory.

**III. RECORDS.** Sierra Components Inc. shall keep accurate records regarding the quantities of the Chips that are sold. eCOMP Electronic Components Inc. shall have the right to inspect such records from time to time after providing reasonable notice of such intent to Sierra Components Inc..

**IV. TITLE TO MERCHANDISE.** Consigned merchandise shall remain the property of eCOMP Electronic Components Inc. until sold.

**V. LOSS AND INSURANCE.** Sierra Components Inc. shall be responsible for all shortages, loss, or damage, while the merchandise is under the control of Sierra Components Inc.. Sierra Components Inc. shall maintain insurance in adequate amounts to pay for replacement of the merchandise in the event of such shortages, loss, or damage.

**VI. PAYROLL TAXES.** Sierra Components Inc. shall be exclusively liable for, and shall indemnify eCOMP Electronic Components Inc. against such liability for, all employee payroll taxes and insurance arising out of wages payable to persons employed by Sierra Components Inc. in connection with the performance of this Agreement.

**VII. DEFAULTS.** If Sierra Components Inc. fails to abide by the obligations of this Agreement,

including the obligation to remit the consignment payment to eCOMP Electronic Components Inc.. when due, eCOMP Electronic Components Inc.. shall have the option to cancel this Agreement by providing 30 days' written notice to Sierra Components Inc.. Sierra Components Inc. shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period.

**VIII. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

**IX. WARRANTIES.** Neither party makes any warranties with respect to the use, sale or other transfer of the Chips by the other party or by any third party. In no event will eCOMP Electronic Components Inc.. be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Chips.

**X. TRANSFER OF RIGHTS.** This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement unless the prior written consent of the other party is obtained.

**XI. TERMINATION.** This Agreement may be terminated by either party by providing 30 days' written notice to the other party.

**XII. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties with respect to the subject matter of this agreement.

**XIII. AMENDMENT.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

**XIV. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**XV. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to

subsequently enforce and compel strict compliance with every provision of this Agreement.

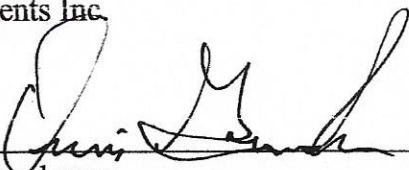
**XVI. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Nevada.

**XVII. SIGNATORIES.** This Agreement shall be signed on behalf of eCOMP Electronic Components Inc.. by Rich Nadeau, President and on behalf of Sierra Components Inc. by Dennis Gunderson, President. This Agreement is effective as of the date first written above.

Consignor:  
eCOMP Electronic Components Inc..

By: \_\_\_\_\_  
Rich Nadeau  
President

Consignee:  
Sierra Components Inc.

By: \_\_\_\_\_  
  
Dennis Gunderson  
President

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**Addendum to Consignment Program:**

- A) This program will stay active for a period of 24 months from the date of signage. At the end of the 24 month period, all unsold material will be either scrapped by Sierra Components, or returned to eComp at their expense.