

INTERNATIONAL RESELLER AGREEMENT

1. GENERAL TERMS

1.1 TERM OF AGREEMENT. This Agreement shall become effective on 1st December 2005, and shall remain in force unless terminated as provided below. Neither party is obligated to renew this agreement.

1.2 APPOINTMENT. Cybertech Enterprises agrees to appoint QBook as our exclusive RESELLER for TESOL Quarterly and TESOL Journal digital versions and related services (the "Software"), and QBook accepts this appointment. Cybertech Enterprises authorizes QBook to License the Software only to end user customers ("Customers") within Taiwan.

Other markets will be nominated on a case by case basis.

1.3 RESELLER Representation and Covenant.

1.3.1 RESELLER represents and covenants that the Product(s) purchased or licensed by RESELLER under this Agreement will be resold or licensed to RESELLER's Customers only and exclusively within a "Value-Added-Context" created by RESELLER. A Value-Added-Context is created when one or more of the following products and services is furnished and/or delivered by RESELLER to the Customer along with, and at the same time, the Product(s):

- a) Localized menus, including the use of Mandarin Chinese Menus;
- b) Packaging conducive to local consumers' preferences;
- c) Anti-piracy efforts, including, but not limited to password protection and password registration.

2. RESELLER RESPONSIBILITIES

2. TRADEMARKS AND SERVICE MARKS

"Marks" shall mean all trademarks, service marks, tradenames, logos of other words identifying or used in connection with the Software. RESELLER agrees to retain Cybertech Enterprises' trademark on any packaging. Any such Marks are and will remain our exclusive property of Cybertech Enterprises. RESELLER agrees not to use the Marks in any advertising or in any other way, except you may use the Marks to:

- a) State that RESELLER is authorized to sell the Software;

3. COMPETITION

During the term of this agreement, RESELLER shall not distribute, sell or license products or technology of third parties that is similar to or competitive with the business of Cybertech Enterprises unless authorized by Cybertech Enterprises in writing. Cybertech Enterprises shall not distribute, sell or license TESOL Quarterly and TESOL Journal electronic versions or technology to third parties in Taiwan.

QBOOK (RESELLER)

Name: Dar-cheng Chen

Title: President

Signature: *Dar-cheng Chen*

Date: December 1, 2005

CYBERTECH ENTERPRISES

Name: Michael McGuinn

Title: Manager

Signature: *Michael McGuinn*

Date: December 13, 2005