

SAY Security Group USA, LLC.

520 E. Montford Ave.; Ada, OH 45810 Phone: 1-800-464-0831 Fax: 800-464-0832

Non-Exclusive Dealer / Distribution Agreement

This non-exclusive dealer / distribution agreement (this “Agreement”) is entered into between SAY Security Group USA, LLC (“SAY”) the company, and _____ (“Dealer / Distributor”).

1. **Sale of Products.** The “Terms and Conditions of Sale” will govern the sale of products. SAY and the Dealer / Distributor agree to the conditions outlined in this document.

2. **Assistance by the Company.** The Company will exercise commercially reasonable efforts to assist Dealer. This will be accomplished by sales and service training, competitive products and pricing, assistance with bids, quotations, and sales.

3. **Obligations of Dealer.** During the term of this Agreement, Dealer agrees to distribute the Products in accordance with the following provisions:
 - a. **Best Efforts.** Dealer agrees to use commercially reasonable efforts during the term of this Agreement to sell and actively promote the Products in all lawful ways and to the maximum extent possible.
 - b. **Dealers Primary Responsibility.** The responsibility of Dealer is to promote and sell the products of Company, in the following non-exclusive territory: United States of America.
 - c. **Purchase of Products.** The prices of the Products, credit terms, if any, and other terms and conditions of the sale from SAY to dealers shall be determined by SAY and stipulated on each invoice for Products purchased by Dealer. SAY will from time to time furnish a price list (the “Price List”) to Dealer setting forth the prices of the Products and the terms of sale. The terms set forth on any invoice shall control if different from those on the Price List. SAY shall have no liability if it is unable to supply the Products for any reason. SAY will attempt to fill the orders of Dealer with due regard to availability, demand of other dealers and inventory on hand of Dealer.
 - d. **Financial Condition of Dealer.** If the Dealer fails to meet payment schedules or other credit or financial requirements established by the Company, the Company shall have the right, without liability, to delay any shipments to Dealer, ship to Dealer on a C.O.D. basis, require advance payment before making any shipments or accepting further orders, and cancel any unshipped orders. It is understood and agreed that prompt remittance by Dealer of monies due on invoices for deliveries made by the Company is of the essence. Accordingly, the Company retains the option to cancel the Agreement upon failure to receive any payment when due. Such option shall be exercised in writing by addressing notice thereof to Dealer at his or its usual place of business.
 - e. **Payment.** Payment terms for all orders are Net 15 (unless otherwise stated in writing) from

the date of invoice. (Terms based upon credit approval). Interest shall be assessed on all undisputed past due invoices at the lesser of an annual rate of 18%, 1.5% per month or the maximum rate allowed by law. All payments will be made to SAY Security Group USA LLC, 520 E. Montford Ave. Ada, OH 45810, unless otherwise stated in writing. Dealer will provide any applicable tax exemption certificates or licenses that are acceptable to appropriate taxing authorities; otherwise, Dealer will be responsible for payment of all applicable taxes.

f. **Responsibility of Charges.** The dealer is responsible for any necessary and reasonable expenses incurred while the company enforces the Contract, including, but not limited to, collection agencies, attorneys fees, other agents, and court costs.

4. **Term.** The initial term of this Agreement shall be for a period commencing as of the date hereof and ending on December 31 of the calendar year following the year of its execution. This Agreement shall be automatically renewed January 1st of each year unless either party gives written notice of termination to the other party no later than thirty (30) days before the close of the then applicable contract term of this Agreement.

5. **Termination.** Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party during the initial term or any renewable term. If such termination conflicts with applicable law, either party may terminate this Agreement upon ninety (90) days prior written notice by either party given after any of the following events; (a) either party's failure to comply with any term or provisions of this Agreement or the terms of any applicable Price List or invoice furnished under this Agreement; (b) Dealer's failure to pay SAY any sum due within ten (10) days of the date after receipt of notice from SAY of failure to pay; (c) either party's failure to act in good faith and in a commercially reasonable manner in connections with its obligations under this Agreement; (d) either party's failure to comply with any applicable federal, state or local law or regulation in connection with its obligations under this Agreement; (e) either party's insolvency or inability to pay its debts as they become due; or (f) any other event which, under applicable law, permits termination.

6. **Confidentiality and Intellectual Property Rights.**

a. All technical information (the "Technical Information") relating to the workings or solutions methodologies of the Products, including all algorithms, circuitry, software, encoding and other technology and all business information (the "Business Information") and all materials containing Business Information or Technical Information provided by either party, including but not limited to lists of present or prospective customers or vendors or of persons that have or shall have dealt with either party, customer requirements, preferences and methods of operation, management information reports and other computer-generated reports, pricing policies and details, details of contracts, operational methods, plans or strategies, business acquisition plans, new personnel acquisition plans and other business affairs of either party heretofore or hereafter, are and shall be treated as confidential. Each party agrees for itself and on behalf of its directors, officers, employees and agents to whom such Technical

Information, Business Information, and materials are disclosed, that it and they shall keep such information and materials confidential and retain them in strictest confidence both during and after the term of Agreement.

- b. This obligation of confidentiality shall not apply to any information which (i) was known to the receiving party at the time of receipt; (ii) was in the public domain at the time of receipt; (iii) becomes public through no fault of the party obligated to keep it confidential; (iv) such party legitimately learns from third parties who are under no obligation of confidentiality with respect to the information; or (v) is required by applicable law to be divulged.
- c. All intellectual property rights including all trademarks, copyrights, patents, mask works, trade secrets and other intellectual property rights (together, the “Intellectual Property”), are and shall remain the property of SAY.

7. **Indemnification.** Each party (the “Indemnifying Party”) shall indemnify and save harmless the other party from and against all losses, claims, damages or other costs of any nature or kind whatsoever arising directly or indirectly out of the breach of any warranty, representation or agreement made by the Indemnifying Party in this Agreement. Such indemnity shall include, but not be limited to, reasonable expenses, attorneys’ fees, court costs and other expenses of investigation, litigation and settlement of any such claim.

8. **Packaging.** The Products will be delivered in packaging supplied by SAY and will contain certain language, which limits warranties and damages, and Dealer agrees that the Products will be sold in such packaging or in a manner that contains such limitations.

9. **Warranty.**

- a. SAY Security warrants that the Goods to be in compliance with our specifications and to be free from defects in materials and workmanship under normal use. Specific warranties vary from product to product. Please contact SAY Security at our office for detailed warranty information.
- b. The warranty excludes costs for initial technical adjustments (setup) which are the responsibility of the dealer and also excludes damage due to misuses or neglect. Damages resulting from Electrostatic Discharge (ESD) will not be warranted.
- c. Please consult the Operating Manual before use.
- d. This warranty does not cover damages beyond SAY Security Group USA, LLC control. In no event shall SAY Security Group USA, LLC be liable for any direct, indirect or consequential damages, loss of anticipated profits, loss of time or any other losses incurred by the buyer in connection with the purchase, installation, operation or failure of the product. We, SAY Security Group USA, LLC & its agents, are not responsible for viruses. Users should install anti-virus programs onto their DVW at their own risk. For more details on the limitations of this warranty, contact your distributor.

e. For TECHNICAL SUPPORT Dial: 1-800-464-0831

f. TO OBTAIN SERVICE YOU MUST:

1. Call for an RMA Number, and arrange for delivery of your equipment to SAY Security Group USA, LLC, 520 E. Montford Ave., Ada OH 45810
2. All shipments should be shipped in the original packaging and accompanied by an RMA Form outlining the defect. All RMA Forms should originate from our website, details will be provided to you when talking to a customer service representative.
3. Supply your warranty registration, bill of sale, or other evidence on the purchase date.

10. **Software Program Ownership.** System software and firmware programs shall remain the property of the Company. All systems are sold with the understanding that the Dealer has purchased a "License to Use" the software program(s). Under no circumstances may the Dealer attempt to use the software on a non-company host, alter any software program owned by the Company, or make copies of any software, except for backup purposes. Any attempt to alter said software will immediately void any remaining applicable warranty.
11. **Ohio Choice of Law and Forum.** This Agreement shall be governed and construed in accordance with the laws of the state of Ohio applicable to agreements made, and any litigation arising out of this Agreement or termination thereof shall be brought in a court located in the State of Ohio.
12. **Notices.** Any notice or other communication required or which may be given pursuant to this Agreement shall be in writing and shall be delivered personally or by facsimile, with a copy sent contemporaneously by mail, or sent by certified, registered or express mail, postage prepaid, to the relevant address set forth after signatures to this Agreement. Any such notice or communication shall be deemed given when so delivered either personally or by facsimile, or if mailed, on the earlier of the date of receipt or two days after the date of mailing.
13. **Transfer of Title.** Title of equipment transfers upon full payment of invoice to SAY. Dealer/Dist. shall keep Products clear of any liens or other encumbrances.
14. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR DAMAGES FOR LOSS OF PROFIT, GOODWILL, OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES SUFFERED BY THE OTHER PARTY OR ITS CUSTOMERS AS A RESULT OF THE USE OF THE PRODUCTS, EVEN IF DAMAGES COULD HAVE BEEN FORESEEN OR IF ONE PARTY HAS BEEN APPRISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

15. **Relationship**. The parties are independent contractors and this Agreement is not intended to be construed as a joint venture, association, partnership, or other form of a business organization or agency relationship.

16. **Survival**. The provisions of Sections 5, 6, 9,11, 12 and any other provision that would naturally survive, shall survive termination of this Agreement.

17. **Force Majeure**. If shipment by the Company is prevented, hindered, delayed or otherwise made impractical by reason of any flood, riot, fire, judicial or government action, labor dispute, act of God, explosion, war, act or omission of carriers, act or omission of suppliers or any other cause beyond the control of the Company, the Company shall be excused from such shipment to the extent it is prevented, hindered or delayed by such causes.

18. **Entire Agreement**. Unless otherwise provided for herein, this Agreement contains the entire understanding of the parties and supersedes and merges all prior and contemporaneous agreements and discussions between the parties. This Agreement may be changed only by an instrument in writing signed by both parties.

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Non-Exclusive Dealer / Distribution Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SAY Security Group USA LLC

Signature

Print Name

Title

Date

Distributor Name

Signature

Print Name

Title

Email Address

Phone Number

SAY Security Contact

Date

Fax one copy of this agreement to 800-464-0832

Mail the original to the below address.

Make payments and all correspondence to:

**SAY Security Group USA LLC
520 E. Montford Ave.
Ada, OH 45810**

**www.saysecurity.com
dealers@saysecurity.com
800-464-0831**