

This Agreement ("Agreement") is made and entered into between SecuriCo, Inc., a Minnesota corporation having an office at 14573 Grand Ave., Suite 100, Burnsville, MN 55306 USA ("Supplier"), and Dealer ("Reseller") having its principal office at:

Company : _____
Address: _____
City: _____ State: _____ Zip: _____
Country: _____
Phone: _____ Fax: _____
e-mail: _____

WHEREAS, Reseller is engaged in the business of developing, marketing, selling and servicing Access Control, Security, computer and related equipment throughout the United States.

THEREFORE, in consideration of the foregoing recitals and terms and conditions set forth in this Agreement, the parties agree as follows;

1.0 APPOINTMENT

1.1 Subject to the terms and conditions of this Agreement, Reseller is appointed a non-exclusive Reseller for Products contained in Exhibit A of this Agreement: Dealer Price List.

2.0 AGREEMENT TO PURCHASE AND SELL

2.1 Reseller agrees to purchase and Supplier agrees to sell on the terms and conditions contained herein, the Products listed on Exhibit A and such other Products as may be mutually designated from time to time.

3.0 RESALE OF PRODUCT

Reseller shall purchase product from Supplier under this Agreement only for resale to ultimate end-users. Reseller shall not resell product to anyone other than a bona fide end-user and represents to Supplier that Reseller does not intend to purchase product from Supplier with an intention to distribute such product to others for resale. Reseller acknowledges that Reseller is not the exclusive dealer of Supplier for any product or geographic area and that Supplier reserves to itself the unrestricted right to sell product in any geographic area, including Reseller's trade area, directly to any distributor, dealer, individual or entity.

4.0 LICENSES AND PERMITS.

Reseller hereby represents to SecuriCo, Inc, that Reseller has and shall maintain during the term of this Agreement all governmental licenses or permits necessary in connection with its business operations.

5.0 TERM

5.1 This Agreement shall become effective for One (1) year on the date last executed below. This Agreement shall be automatically renewed for additional one (1) year terms unless sooner terminated in accordance with the provisions of Section 16 hereof.

6.0 RELATIONSHIP

6.1 The relationship between Supplier and Reseller is that of independent contractors acting for their own accounts and neither is authorized to make any commitment or representation, express or implied, on the other's behalf unless authorized in writing.

7.0 PRICES

7.1 Prices to Reseller for Products will be those set forth in Exhibit A. Prices are exclusive of any and all shipping charges, Federal, State and local sales, use, excise and similar taxes and charges which shall be the responsibility of the Reseller. Reseller shall pay such charges and taxes when invoiced by Supplier or shall supply satisfactory tax exemption or resale certificates to Supplier. Supplier may change its pricing structure at any time by written notice. If Supplier increases the price after acceptance (as defined below) but before the shipment of a purchase order, Reseller will be billed based on the old pricing for deliveries shipped within thirty (30) days of the effective date of the change. Shipments made on such previously accepted purchase orders more than thirty (30) days after the effective date of the change will be billed at the new, higher price(s). Upon notification of increased prices, Reseller shall have ten (10) days to cancel any or all existing purchase orders not yet shipped. If Supplier increases prices after the acceptance but before the shipment of a purchase order, Reseller will be billed based on the lower price for Products shipped on or before the price change. In the event Supplier shall decrease the price to Reseller for Products, the decrease will apply to any orders that have not been shipped prior to such change.

8.0 TITLE

8.1 Delivery of Products to a carrier shall constitute delivery to Reseller. Risk of loss shall thereupon pass to Reseller; however, title shall remain in Supplier until Reseller makes payment in full under the terms of this Agreement.

9.0 TRADEMARKS

Reseller shall be entitled to use the SecuriCo Inc. and SecurusWeb trademark and such other trademarks of SecuriCo, Inc that SecuriCo, Inc. may designate from time to time (collectively, the “**SecuriCo Marks**”) only in connection with its authorized resale of SecuriCo products to end-users in the best interest of and in the manner permitted by SecuriCo, Inc. in its sole and absolute discretion. Without limiting the generality of the foregoing, Reseller agrees not to use any of the SecuriCo Marks on promotional materials, advertising or otherwise that relate, in whole or part, to security products not manufactured and/or distributed by SecuriCo. Reseller shall conduct business in its own name and shall not use the SecuriCo, Inc. trademark or any other SecuriCo Marks in its corporate name or business name or with its telephone greeting, letterhead, stationery or promotional items. Reseller acknowledges and agrees that all the SecuriCo. Marks are a valuable and proprietary asset belonging to SecuriCo, Inc. and that Reseller shall make no claim to the SecuriCo Marks, including ownership of any right or interest therein or any claim to use thereof, except as specifically authorized by this Agreement.

10.0 CONFIDENTIALITY

Reseller agrees not to disclose the terms and conditions of this Agreement to any third party except, and only to the extent, as required by law.

11.0 INSURANCE.

Reseller shall obtain and maintain, at its sole cost and expense, Commercial General Liability Insurance for bodily injury and property damage, including the loss of use thereof, in the minimum amount of One Million and no/100 Dollars (\$1,000,000) per occurrence, including coverage for product liability and completed operations. Upon request by SecuriCo, Inc, Reseller shall provide proof of such coverage in the form of a Certificate(s) of Insurance.

12.0 INDEMNIFICATION.

Reseller shall indemnify, defend and hold SecuriCo, Inc, and its legal representatives, agents, employees, divisions, subsidiaries, affiliates and their successors and assigns, harmless from and against any loss, claim, liability, damage or expense (including reasonable legal expenses and costs) that SecuriCo, Inc. or they may suffer, sustain or become subject to, as a result of any alleged act, omission or obligation of or by Reseller or Reseller’s agents arising out of (i) the sale, installation, maintenance and/or monitoring of product purchased pursuant to this Agreement; (ii) Reseller’s operation of its business pursuant to this Agreement; or (iii) any alleged breach by Reseller of any provision of this Agreement. Reseller will reimburse any entity entitled to be

indemnified hereunder for all expenses (including reasonable legal expenses and costs) as they are incurred in connection with investigating or defending any such action or claim, whether or not in connection with pending or threatened litigation in which the entity is a party.

13.0 TERMS OF PAYMENT

13.1 Upon approved credit, payment for Products shall be net fifteen (15) days from date of invoice or as otherwise agreed to in writing by Supplier. A late payment fee of 1 ½% per month shall begin to accrue on the first day an invoice becomes past due. In addition, in the event legal action is taken by Supplier for payment, Reseller agrees that Supplier may recover costs of collection and reasonable attorney's fees. Reseller agrees to complete a credit application and provide all necessary financial information to obtain credit from SecuriCo, Inc.

14.0 ORDERS AND SHIPMENTS

14.1 Reseller's purchase orders shall state unit quantities of Products, part numbers, descriptions of Products, requested delivery date; applicable price; location to which Products are to be shipped; location to which invoices shall be rendered for payment; and any other ordering procedures established by Supplier or agreed to in writing with Reseller. All orders for Products are subject to Supplier's acceptance. Orders will be deemed accepted upon written approval from Supplier. No additional terms or conditions contained in Reseller's purchase order shall be of any force or effect whatsoever.

14.2 All orders for standard Products may be canceled or rescheduled by Reseller at no charge, provided Reseller notifies Supplier in writing at least sixty (60) days prior to the originally scheduled delivery date. Requests for cancellation or rescheduling received less than sixty (60) days prior to the originally scheduled delivery date may be accepted at a charge to be determined in writing by Supplier.

14.3 Supplier may make partial shipments of Reseller's orders. Such partial shipments shall be separately invoiced and shall be paid for when due, without regard to subsequent shipments. Delay in shipment or delivery of any particular installment shall not relieve Reseller of its obligation to accept subsequent installments.

15.0 SUPPLIERS LIMITED WARRANTY AND LIMITATION OF LIABILITIES

15.1 Supplier warrants to Reseller that Products purchased hereunder will be free from manufacturing and material defects for a period of one (1) year from date of purchase by Reseller. Supplier will at its sole option, repair or replace a defective Product at no additional charge except prepaid shipping costs to Supplier. All defective Products shall be returned to Supplier within 30 days of failure. Products must be returned with a description of the failure and Return Merchandise Authorization (RMA) number supplied by Supplier. This limited warranty is non-transferable, and does not cover acts of God, intentional misuse, or Products that have been modified or abused.

15.2 If a Product is not in good working order as warranted above, Reseller's sole remedy shall be repair or replacement as provided above. In no event will Supplier be liable for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use of or inability to use products, even if Supplier has been advised of the possibility of such damages, or for any claim by any other party.

15.3 The foregoing warranty is exclusive and is in lieu of all other express and implied warranties, including, but not limited to, warranties of merchantability and fitness for a particular purpose. Reseller's sole and exclusive remedy shall be Supplier's obligation to correct, replace, as set forth above.

16.0 TERMINATION

16.1 This Agreement may be terminated at any time, without cause, by either party upon giving the other party at least thirty (30) days prior written notice. Such termination shall be effective on the date stated in such notice. Reseller shall be given reasonable amount of time to close out pending or current maintenance agreement contracts and open service issue with its end users.

16.2 Either party may terminate this Agreement by written notice if the other party breaches any provision of this Agreement and does not remedy such breach within fifteen (15) days after written notice thereof is given.

16.3 Notwithstanding termination of this Agreement, Reseller shall be liable for payment for all Products pursuant to orders accepted by Supplier prior to termination and for all Products delivered prior to or in transit on the effective date of termination of this Agreement.

17.0 ASSIGNMENT

17.1 Reseller is appointed as a Reseller because of Supplier's confidence in Reseller, which confidence is personal in nature. Reseller may not assign, transfer or sell its rights under this Agreement (or delegate its obligations hereunder) without the prior written consent of Supplier. Supplier may not assign this Agreement without giving Reseller thirty (30) days advance written notice. Subject to these restrictions, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted assigns.

18.0 LIMITATIONS ON FUTURE CLAIMS

18.1 Both Supplier and Reseller agree that any direct action hereafter arising out of this relationship between Supplier and Reseller, including any action for alleged breach of this Agreement, shall be barred unless commenced by the aggrieved party within one (1) year after the cause of action relating to such matter occurs or within the period of the applicable statute of limitations, whichever is less. However, the aforesaid one year limitation shall not apply to any actions asserted against Reseller by Supplier arising from any delinquencies in payment.

19.0 USE OF INFORMATION

19.1 All software and documentation, technical information, and confidential business information, in whatever form recorded ("Information") that Supplier may furnish to Reseller in contemplation of or under this Agreement, shall remain the property of Supplier. Supplier grants Reseller a personal, non-transferable and nonexclusive right to use such Information in the United States subject to the following conditions: Such Information (i) shall be used by Reseller only to order Products and Supplier services or to add value to, install, operate and maintain the particular Products for which such Information was initially furnished; (ii) shall not be reproduced or copied, in whole or in part, except as necessary for use as authorized herein; and (iii) shall, together with any copies thereof, be returned or destroyed when no longer needed or may if recorded on an erasable storage medium be erased. Unless Supplier consents in writing, such Information, except for any part thereof which is known to Reseller free of any obligation to keep in confidence or which becomes generally known to the public through acts not attributable to Reseller, shall be treated in confidence by Reseller. Such Information may be disclosed to other persons, upon Supplier's written authorization, solely for the purpose of adding value to, installing, operating, or maintaining the Products supplied hereunder, provided such other person agrees in writing (a copy of which writing will be provided to Supplier) to the same conditions respecting use of Information contained in this section.

19.2 All Product schematics, artwork, circuits, diagrams, firmware, bill of materials, software developers toolkit, source code, applications, documentation, and technology is the sole property of Supplier.

19.3 COMPUTER SOFTWARE PRODUCTS.

Computer software products are licensed, not sold, to Reseller and end-user customers, and all title to software products remains in Supplier. To the extent that the phrase "sale of product" or "purchase of product" or the like relate to computer software products, such phrases shall be deemed to refer to the granting of a non-exclusive license or sub-license to use such software products and shall not be construed as conveying ownership of or title to such software products to Reseller or end-user customers. Similarly, to the extent the phrase "purchase price," "sales price," "price" or the like relate to computer software products, such phrases shall be deemed to refer to the license fees therefore. Reseller is licensed on a non-exclusive basis to sublicense and distribute software products to end-users in accordance with this Agreement and

Supplier's standard terms and conditions of sale. Reseller shall not copy, reproduce, modify, translate, reverse engineer or otherwise alter, in whole or in part, any software product, and shall not authorize any other person to do so.

20.0 MISCELLANEOUS

- 20.1 The waiver by either party of any breach of this Agreement by the other party in a particular instance shall not operate as a waiver of subsequent breaches of the same or a different kind. Either party's exercise or failure to exercise any rights under this Agreement in a particular instance shall not operate as a waiver of said party's right to exercise the same or different rights in subsequent instances.
- 20.2 The paragraph headings contained herein are for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

21.0. NOTICES AND CONTROLLING LAW

- 21.1 Any notice provided for or permitted in this Agreement shall be in writing and shall be served by personal delivery or by certified mail, return receipt requested, at the addresses set forth above or such other addresses as the parties may from time to time designate in writing.
- 21.2 This Agreement shall be governed by the laws of the State of Minnesota.
- 21.3 Neither party shall be responsible for failure to perform hereunder due to causes beyond its reasonable control, including, but not limited to government requirements, work stoppages, fires, civil disobediences, embargo, war, riots, rebellions, earthquakes, strikes, floods, water and the elements, inability to secure products, raw materials or transport, acts of God and similar occurrences. Performance shall be resumed as soon as reasonably practicable after the cessation of such cause.
- 21.4 In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein unless the deletion of such provision or provisions would result in such a material change as to cause completion of the transactions contemplated herein to be unreasonable.
- 21.5 This Agreement, together with any other documents and exhibits incorporated herein by reference, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. Any and all written or oral agreements heretofore existing between the parties pertaining to the subject matter of this Agreement are expressly canceled. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 21.6 This Agreement shall become effective for one (1) year on the date last executed below.

SecuriCo, Inc.**Reseller:** _____

By: _____

By: _____

Name: _____
(Printed)Name: _____
(Printed)

Title: _____

Title: _____

Date: _____

Date: _____