

AUTHORIZED DEALER APPLICATION AND AGREEMENT

This is an application and agreement (“Agreement”) to become a non-exclusive Authorized Dealer and/or E-Retailer (together, “Dealer”) of Angarak, Inc., a California Corporation with a principal address at 4640 Cass St, San Diego 92109 (“CamerEye”). Dealer and CamerEye may be referred to herein individually as “Party”, and together as the “Parties”.

Upon CamerEye’s approval, Dealer shall (except as further detailed below regarding the CamerEye Minimum Advertised Price Policy) comply with all provisions of this Agreement (including its appendices), together which shall form the CamerEye Authorized Dealer Program (“CADP”). Failure to comply with such provisions may result in immediate termination of this Agreement by CamerEye and withdrawal any rights granted by CamerEye to Dealer hereunder. For purposes of clarification, CamerEye has a unilateral Minimum Advertised Price Policy (“MAP Policy”) attached hereto as Exhibit F, which applies to all Authorized Dealers located in the United States and Canada. This paragraph is intended to inform Dealer of the MAP Policy. It does not constitute consideration for any agreement between Dealer and CamerEye regarding the price Dealer will charge Dealer’s customers for the Products. CamerEye does not seek, nor will it accept from Dealer any assurance of compliance with the MAP Policy.

This Agreement is for the express purpose of selling certain CamerEye Products (“Products”) as further detailed below, and through only those sales channels expressly authorized by CamerEye. CamerEye has the right at any time during the term of this Agreement, and without notice to Dealer, to discontinue making available to Dealer certain specific Products otherwise covered under this Agreement.

If the Dealer’s application is approved by CamerEye, this Agreement will become effective upon the date on which Dealer is approved by CamerEye, and will continue for a period of one (1) year from approval date unless terminated by either party hereto. However, absent written notice to the contrary, this Agreement shall automatically renew at its expiration for additional one (1) year terms.

See next page for acknowledgement text

Dealer Name: _____ **Tax ID:** _____

Signature: _____

Contact Name: _____ **Street:** _____

Work #: _____ **City/State/Zip:** _____

Cell #: _____ **Email:** _____

Primary URL: _____ **Other URL’s:** _____

Accompanying Exhibits

Exhibit A – Dealer Billing & Shipping Form

Exhibit B – Credit Card Authorization

Exhibit C – Uniform Sales Tax Certificate

Exhibit D – Standard Terms and Conditions

Exhibit E – Minimum Advertised Price (“MAP”) Policy

By signing this dealer application, the undersigned acknowledges that they have reviewed and understand the following policies and standards which are embodied in the documents found on the website at this link: <https://camereye.ai/dealers/>

Documents include the following:

1. Standard Terms and Conditions
2. Minimum Advertised Price Policy (MAP)
3. E-Retail Criteria and Terms & Conditions
4. Quality Standards Addendum

EXHIBIT A

DEALER BILLING / SHIPPING FORM

BILLING INFORMATION

Name: _____
Address: _____
Address: _____
City: _____
State: _____ Zip: _____

CONTACT INFORMATION

Buyer: _____
Phone: _____
Email: _____
Store Manager: _____
Phone: _____
Email: _____

ACCOUNTS PAYABLE INFORMATION

A/P Contact: _____ Phone: _____ Email: _____

SHIPPING LOCATION INFORMATION

Is there a Routing Guide/Vendor Compliance Manual? YES NO If Yes, please provide a copy.
Special instructions, Vendor Compliance/Routing Guide or other such documents must be submitted for approval.

SHIPPING LOC. NAME

Address: _____
Address: _____
City: _____
State: _____ Zip: _____
Phone: _____

Warehouse Storefront

SHIPPING LOC. NAME

Address: _____
Address: _____
City: _____
State: _____ Zip: _____
Phone: _____

Warehouse Storefront

SHIPPING LOC. NAME

Address: _____
Address: _____
City: _____
State: _____ Zip: _____
Phone: _____

Warehouse Storefront

SHIPPING LOC. NAME

Address: _____
Address: _____
City: _____
State: _____ Zip: _____
Phone: _____

Warehouse Storefront

SHIPPING LOC. NAME

Address: _____
Address: _____
City: _____
State: _____ Zip: _____
Phone: _____

Warehouse Storefront

SHIPPING LOC. NAME

Address: _____
Address: _____
City: _____
State: _____ Zip: _____
Phone: _____

Warehouse Storefront

Dealer agrees to sell CamerEye Products only at the above listed locations (additional locations may be listed on a separate page). Please ensure all locations are represented to ensure accuracy of Authorized Retailer Listing. A separate contract must be negotiated and approved, relative to any location not specifically mentioned above, including but not limited to Mail Order, E-Commerce, and the like.

Print Name: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT B

DEALER CREDIT CARD AUTHORIZATION FORM

DEALER INFORMATION

Company Name: _____ DBA: _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Phone: _____ Fax: _____

AUTHORIZED CREDIT CARD INFORMATION

1. Name on Credit Card: _____ Type of Card: Visa MasterCard Amex

Card No: _____ Exp. Date: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Phone: _____ Fax: _____

Contact Name: _____

2. Name on Credit Card: _____ Type of Card: Visa MasterCard Amex

Card No: _____ Exp. Date: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Phone: _____ Fax: _____

Contact Name: _____

3. Name on Credit Card: _____ Type of Card: Visa MasterCard Amex

Card No: _____ Exp. Date: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Phone: _____ Fax: _____

Contact Name: _____

4. Name on Credit Card: _____ Type of Card: Visa MasterCard Amex

Card No.: _____ Exp. Date: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Phone: _____ Fax: _____

Contact Name: _____

AUTHORIZATION

By signing this Credit Card Authorization Form, Dealer acknowledges that it has read the entire CamerEye Authorized Dealer/E-Retailer Application and Agreement (and all accompanying exhibits attached thereto). The signer of this Credit Card Authorization Form on behalf of Dealer hereby gives CamerEye permission to charge the Authorized Credit Card for the amount of any submitted order plus associated shipping and handling charges.

Print Name: _____ Title: _____

Signature: _____ Date: _____

PRIVACY POLICY

CamerEye maintains physical, electronic and procedural safeguards to protect your personal and account information and restricts access to persons who need to know such information in order to provide you with products and services.

EXHIBIT C

UNIFORM SALES & USE TAX CERTIFICATE MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2 - 4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: CamerEye

Address: 4640 Cass St #91275, San Diego, CA 92109

I certify that:

Name of Firm (Buyer): _____

Address _____

is engaged as a registered

Wholesaler _____

Retailer _____

Manufacturer _____

Seller (California) _____

Lessor (see notes _____

on pages 2 - 4) _____

Other (Specify) _____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service ¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ²	_____	MO ¹³	_____
AR	_____	NE ¹⁴	_____
AZ ²²	_____	NV	_____
CA ³	_____	NJ	_____
CO ¹	_____	NM ^{1,15}	_____
CT ⁴	_____	NC ²⁵	_____
DC ⁵	_____	ND	_____
FL ²³	_____	OH ²⁶	_____
GA ⁶	_____	OK ¹⁶	_____
HI ^{1,7}	_____	PA ²⁷	_____
ID	_____	RI ¹⁷	_____
IL ^{1,8}	_____	SC	_____
IA	_____	SD ¹⁸	_____
KS	_____	TN	_____
KY ²⁴	_____	TX ¹⁹	_____
ME ⁹	_____	UT	_____
MD ¹⁰	_____	VT	_____
MI ¹¹	_____	WA ²⁰	_____
MN ¹²	_____	WI ²¹	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may be hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____

(Owner, Partner or Corporate Officer)

Title: _____

Date: _____

All sales by CamerEye to Dealers are governed by and subject to the terms and conditions contained herein. Terms or conditions proposed by Dealer (or offered by any CamerEye Sales Representative) which add to, vary from, or conflict with any provisions, terms, or conditions within this Agreement are expressly rejected and can only be made effective in a written document signed and dated by a member of CamerEye Management specifically referencing this Agreement.

1. **No Dealer Exclusivity.** Nothing in this Agreement obligates CamerEye to sell any Products to Dealer for any period of time; or restricts CamerEye from selling any Products to any third-party regardless of their proximity to Dealer.
2. **MAP Policy.** CamerEye has a unilateral Minimum Advertised Price Policy (“**MAP Policy**”), which applies to all Authorized Dealers located in the United States and Canada. This Section 2 is intended to inform Dealer of the MAP Policy. It does not constitute consideration for any agreement between Dealer and CamerEye regarding the price Dealer will charge Dealer’s customers for the Products. CamerEye does not seek, nor will it accept from Dealer any assurance of compliance with the MAP Policy.
3. **Dealer Restrictions.** To maintain its rights under this Agreement, Dealer shall not:
 - (a) Purchase CamerEye Products other than from CamerEye;
 - (b) Order or purchase Products in excess of the quantities reasonably projected to be sold by Dealer to consumers through its retail stores;
 - (c) Sell CamerEye Products other than to consumers at retail through Dealer’s authorized outlets and may not divert or sell CamerEye Products to an entity or person that Dealer knows or should know has the intention of reselling such CamerEye products;
 - (d) Sell or assist in the sale of CamerEye in any swap meet, flea market, or other similar type of environment;
 - (e) Sell CamerEye Products through mail order, catalogs, online auction websites or otherwise on or through the internet, except as specifically authorized by CamerEye, and in accordance with this Agreement;
 - (f) Resell any Product as “new” that has been returned opened or repackaged;
 - (g) Permit orders for Products to be fulfilled in any way that results in the shipped Product coming from stock other than Dealer’s, except where Dealer has entered into a drop-shipment agreement with CamerEye whereby CamerEye ships Products on Dealer’s behalf to Dealer’s customers;
 - (h) Use or duplicate the trademarks, copyrights or logos of CamerEye other than with materials provided or authorized by CamerEye;
 - (i) Sell or display any imitation, counterfeit, or grey market CamerEye Products;
 - (j) Display any non-CamerEye products in a CamerEye Display;
 - (k) disparage CamerEye or any CamerEye Products, interfere with any of CamerEye’s retail store relationships with its own customers or potential customers, and adversely affect the character, reputation and good will of CamerEye;
 - (l) Engage in any deceptive, misleading, or unethical practices or advertising at any time;
 - (m) Make any warranties or representations concerning the Products except as expressly authorized by CamerEye.
4. **Dealer Obligations.** To maintain its rights under this Agreement, Dealer agrees to the following:
 - (a) Conduct its business in a reasonable and ethical manner at all times and comply with all applicable laws, rules, regulations, and policies (i) applicable to Dealer’s business and/or (ii) related to the marketing and sale of the Products;
 - (b) Represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of CamerEye or the Products.
 - (c) Not to promote CamerEye Products in any manner that reflects negatively on the CamerEye image and brand or otherwise diminishes the CamerEye image and brand;
 - (d) To comply with all instructions provided by CamerEye regarding the storage, handling, shipping, disposal, or other aspects of the Products, including instructions provided on Product labels;
 - (e) Ensure that any third-party logistics provider engaged by Dealer to store inventory or fulfill orders for the Products is aware of and complies with all product quality controls and customer service standards described herein or otherwise conveyed to Dealer by CamerEye. Upon request by CamerEye, disclose its use of third-party logistics providers, including the identity and location of any third-party logistics provider, and cooperate with CamerEye in investigating any concerns related to the Products that may relate to Dealer’s use of a third-party logistics provider. Under no circumstances permit orders to be fulfilled by a third-party logistics provider in any way that results in the shipped Product coming from stock other than Dealer’s;
 - (f) Sell Products with their original labels, tags, and/or associated literature, and in original retail packaging. Relabeling, repackaging (including the separation of paired or bundled Products or the pairing or bundling of Products), and other alterations to Products or their packaging, tags, and/or associated literature are not permitted;
 - (g) To utilize professional sales representatives who are well versed in the product features, specifications and functionality of the CamerEye Products, as well as any and all warranty and service programs offered by CamerEye concerning its Products sold by Dealer;
 - (h) Report to CamerEye any customer complaints or adverse claim regarding the Products and assist CamerEye in investigating any such complaints or adverse claims;
 - (i) Cooperate with CamerEye in the investigation and resolution of any quality or customer service issues related to the sale of the Products, including disclosing information regarding Product sources, shipment, and handling;
 - (j) To update CamerEye with Dealer’s contact records, as required and/or requested by CamerEye;
 - (k) CamerEye shall have the right to inspect the Dealer’s premises without notice, and to review the Dealer’s selling practices at any time;
 - (l) Dealer’s failure to abide by these terms and conditions will result in termination of delivery of goods by CamerEye and Dealer will accept liability for damages;
 - (m) The completion or submission of an order for CamerEye Products does not constitute acceptance of the order by CamerEye. Delivery to Dealer pursuant to an order constitutes acceptance of that order. CamerEye may accept the order in whole or in part, in its sole discretion;

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- (n) The price is as stated in the delivery note/invoice and not on any order and are F.O.B. the applicable CamerEye shipping facility. Shipments are C.O.D. unless specific alternative credit terms have been approved by CamerEye. On approved credit, orders payment is due net thirty (30) days from invoice. Dealer is responsible for all freight, insurance charges and duties, excise, sales, use GST or similar taxes. Payment must be made free of deduction or set-off for any reason. Late payments bear interest at a rate of ten percent (10%) per year or at the maximum rate allowed by law from the date due until paid. Dealer acknowledges that CamerEye will incur costs and expenses as a result of any failure by Dealer to timely pay monies due CamerEye which costs are not adequately compensated for by interest, without limitation, additional employee expenses. Therefore, in addition to interest, Dealer will pay CamerEye a late charge on any unpaid balance at the rate of one and a half percent (1.5%) per month from the due date until paid. Dealer agrees that such a late fee is not penalty, but is a reasonable estimate of the expenses that will be incurred by CamerEye as a result of Dealer's non-payment or late payment of monies owed CamerEye. CamerEye may charge Dealer twenty dollars (\$20.00) for each valid proof of delivery and fifty dollars (\$50.00) for each returned check. Late payment or partial payment of any invoice voids all discounts, if any, from the wholesale price;
- (o) Each delivery will be deemed to be a separate contract. Delay in delivery or the failure to affect delivery for any reason does not render the contract subject to cancellation or entitle Dealer to damages however arising. Any refused or returned shipments may be charged a fifteen percent (15%) restocking fee;
- (p) Unless otherwise specified in writing CamerEye may partial ship against any single order, reject orders, or withhold shipments as CamerEye in its discretion may decide. CamerEye delivery notes signed or countersigned by an employee or agent of CamerEye will be deemed as accurate for all purposes except fraud on the part of CamerEye.
5. **CamerEye Product Returns.** Promptly upon receipt of the Products, Dealer shall promptly inspect the Products and their packaging for damage, defect, evidence of tampering, dead batteries, or other non-conformance (a "Defect"). If any Defect is identified, do not offer the Product for sale and promptly report the Defect to CamerEye in accordance with the terms herein. CamerEye Products returns ("Returns") are approved at the sole discretion of CamerEye and must include either a valid Service Order or Return Order Authorization ("RA") number. Unauthorized Returns will be refused or disposed of at Dealer expense. Returns are specific for models and quantities. Returns must be received within thirty (30) days from the date the authorization is issued. Dealer is responsible for the cost of returning CamerEye Products to CamerEye. Shipping costs will not be paid, refunded, or credited to Dealer. CamerEye is not responsible for the coordination, transportation or delivery of CamerEye Products from Dealer back to CamerEye.
- (a) **Return Order Authorizations (RA).** Returns must comply with the following policy and procedure: see <https://www.CamerEye.ai/us/en/wholesale-return-policy.html>.
- (b) **Service Orders.** Dealer must notify CamerEye in writing within forty-five (45) days after Dealer's receipt of any CamerEye Products of any claims for non-conformity, discrepancies, patent defects, or damages. Dealer's failure to notify CamerEye of any non-conformity, discrepancies, patent defects or damages within such time frame will bar any return or claim thereto. Moreover, CamerEye will have the sole authority to accept or reject defective product claims. CamerEye Products sold as "close out merchandise" or "specials" are sold "as is" and are not returnable for any reason. CamerEye may, at its sole option, either replace defective or nonconforming CamerEye Products, or refund or credit the purchase price. Warranty returns must be submitted within 1 (1) year after the date of purchase by Dealer from CamerEye or they will be refused, and CamerEye reserves the right to request a bill of sale or corresponding invoice for the product in question to ascertain if the product is still under warranty.
6. **Claims.** Dealer must notify CamerEye in writing within forty-five (45) days after Dealer's receipt of any shipping, price or order discrepancies. Dealer's failure to notify CamerEye of any shipping, price or order discrepancies within such time frame will bar any claim thereto. All claims are subject to review by CamerEye, and must be approved before any credit can be issued. Claims determined by CamerEye to be unauthorized will not be processed. Dealer is responsible for any costs associated with an unauthorized claim, including but not limited to payment of all deductions, charge-backs, late fees and interest incurred due to nonpayment.
7. **Termination.**
- (a) CamerEye may terminate this Agreement without cause upon thirty (30) days written notice to Dealer.
- (b) Either Party may terminate this Agreement:
- i. upon material breach by either Party, and failure of such Party to cure within thirty (30) days written notice of breach; or
 - ii. in the event the other Party (A) terminates or suspends its business; or (B) becomes subject to an insolvency or bankruptcy proceeding; or (C) becomes subject to direct control by a trustee, receiver or similar authority.
8. **Rights Upon Termination.** Upon termination of this Agreement for any reason:
- (a) all rights of Dealer granted hereunder shall cease.
- (b) if there are any existing Products in inventory with Dealer, Dealer shall have the right to sell-off such Products for up to sixty (60) days following termination, provided Dealer continues to comply with the terms and conditions within this Agreement.
9. **Injunction; Specific Performance.** Dealer hereby acknowledges that a breach of this Agreement will cause CamerEye substantial damage, although difficult to ascertain, and that money damages will not afford CamerEye an adequate remedy. Accordingly, in the addition to all other rights and remedies as may be provided by law, should Dealer breach or threaten to breach any provision of this Agreement, CamerEye will be entitled to specific performances, injunctive, and other equitable relief without the necessity of post a bond; and reimbursement for the purchase price and other costs, including attorneys' fees, incurred by CamerEye to repurchase CamerEye Products, at CamerEye's option, sold by Dealer in violation of this Agreement.
10. **Insurance.** Dealer agrees to maintain appropriate insurance (including, any insurance coverage required by law) to cover its respective risks under this relationship with coverage amounts commensurate with levels in its respective markets.
11. **License To CamerEye Trademarks / Use of CamerEye Trademarks.**
- (a) CamerEye hereby grants to Dealer, a non-exclusive, non-transferable, royalty-free, license (without the right to sub-license) to use the CamerEye name, logos, and any registered or unregistered trademarks (collectively, the "CamerEye Marks") solely in connection with the marketing, advertising, promotion and sale of the CamerEye Products, as allowed under this Agreement.

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- (b) Dealer agrees and acknowledges that the presentation and image of the CamerEye Marks should be uniform and consistent, including but not limited to, use in advertising, on the internet and in social media, at tradeshows and promotional events, and on Products bearing the CamerEye Marks. Accordingly, Dealer agrees to use the CamerEye Marks solely in the manner which CamerEye shall specify, from time to time, in its sole discretion.
 - (c) Dealer agrees to use the proper trademark notices in connection with the CamerEye Marks, and any associated copyrightable works, which notices CamerEye shall specify from time to time, in its sole discretion.
 - (d) Dealer shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any CamerEye product name or trademark, nor a misspelling or confusingly similar variation of any CamerEye product name or trademark.
 - (e) Other than the express licenses granted herein with respect to the CamerEye Marks, nothing herein will grant to Dealer any other right, title or interest in the CamerEye Marks. All goodwill resulting from Dealer's use of the CamerEye Marks will inure solely to CamerEye.
- 12. Intellectual Property.**
- (a) CamerEye shall retain all ownership and intellectual property rights relating to the CamerEye Products, including any and all design rights and CamerEye Marks.
 - (b) CamerEye will have the exclusive right and option, but not the obligation, to prepare, file, prosecute, maintain and defend at its sole expense, any patents, or other intellectual property rights that claim and/or cover the CamerEye Products. If necessary, Dealer shall reasonably cooperate with CamerEye to secure any intellectual property rights relating to the CamerEye Products throughout the world, including without limitation executing any and all documents reasonably needed to vest in CamerEye ownership of any intellectual property rights relating to the CamerEye Products. CamerEye shall bear all costs and expenses associated with obtaining any intellectual property, and shall reimburse Dealer for its expenses associated with reasonable cooperation pursuant to this provision.
 - (c) To the extent CamerEye seeks to enforce any intellectual property rights relating to the CamerEye Products, Dealer will reasonably cooperate with CamerEye.
- 13. Representations and Warranties.** Each Party represents and warrants to the other that:
- (a) it has the full power to enter into this Agreement and to perform its obligations hereunder;
 - (b) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and
 - (c) this Agreement does not contravene, violate or conflict with any other agreement of such Party.
- 14. Indemnification; Limitation of Liability.**
- (a) Each Party hereby agrees to defend, indemnify, and hold the other Party, and its officers, directors, agents, and employees, harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third-parties against such Party based on: (i) a breach of any representation or warranty set forth herein; (ii) any gross negligence or willful misconduct by the indemnifying Party; or (iii) alleged infringement of a third-party's intellectual property rights from use of the CamerEye Marks licensed herein.
 - (b) Each Party's right to indemnification is conditioned upon the indemnified party: (i) promptly notifying the indemnifying party of any claim, suit, or proceeding for which indemnity is claimed; (ii) cooperating reasonably with the indemnifying party at the latter's expense; and (iii) allowing the indemnifying party to control the defense or settlement thereof. The indemnified party will have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense.
 - (c) NEITHER PARTY SHALL BE ENTITLED TO RECOVER FROM THE OTHER PARTY ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS OR WILLFUL MISCONDUCT, NEITHER PARTY'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL EXCEED THE AMOUNT PAID OR PAYABLE BY DEALER TO CAMEREYE DURING THE SIX MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- 15. Confidentiality.**
- (a) Each Party acknowledges that in the course of performing this Agreement it may have access to confidential or trade secret information of the other Party ("Confidential Information"). Such Confidential Information may relate to the other Party's present and planned business or products and, in the case of CamerEye, includes its product development plans, marketing plans, sales and distribution strategies, revenue generated from products sold in accordance with this Agreement, and other financial information. Each Party agrees that it will not use, except for the benefit of the other Party, publish, or otherwise disclose in any way to any person, firm or corporation (other than its own employees and agents who have a need to know such Confidential Information for the purposes of this Agreement and who are under an appropriate obligation of confidentiality) any Confidential Information of the other Party. The above restriction will not apply to any information that (i) is rightfully known to or in the rightful possession of the receiving party as of the date of its disclosure by the disclosing party, (ii) is in the public domain through no fault of the receiving party, (iii) lawfully becomes known to the receiving party from third parties who are not under an obligation of confidentiality with the disclosing party, (iv) is independently developed by the receiving party without use of the disclosing party's information, or (v) is required to be disclosed in response to a valid order by a court or other governmental body, provided that the receiving party gives the other party prior written notice of such required disclosure in order to permit the other party to seek confidential treatment of such information. This provision shall survive the termination or expiration of this Agreement for five (5) years thereafter.
 - (b) Dealer shall not disclose, in whole or in part, the existence of, or the terms and conditions set forth in, this Agreement; provided, however, that Dealer shall have the right to disclose the existence and/or terms of this Agreement with the prior written consent

Exhibit D

Standard Terms & Conditions

of CamerEye, or to the extent required by applicable law, regulation or court order, or as necessary to enforce the terms of this Agreement. Notwithstanding the foregoing, each Party shall be authorized to disclose the existing of this Agreement and its terms, without the consent of the other Party, to its directors, officers, affiliates, parent companies, subsidiaries, business units, financial and legal advisors, accountants, insurers, employees, attorneys and agents, under appropriate confidentiality agreements.

16. **Relationship of Parties.** Neither Party, its agents or employees shall, under any circumstances, be considered to be an agent, partner, joint venturer or representative of the other Party, or anything other than an independent contractor for all purposes of this Agreement. Neither Party shall be liable for the debts and obligations of the other Party, except as may be authorized specifically in writing. Neither Party has the express or implied authority to bind the other in any manner whatsoever by virtue of this Agreement, and neither shall hold itself out as having such authority.
17. **CamerEye Product Recalls.**
 - (a) Upon request of CamerEye, Dealer shall use its best efforts to cooperate with CamerEye in the event of any product recalls related to the CamerEye Products. All transportation charges incurred with respect to such recalled CamerEye Products shall be paid by CamerEye.
 - (b) Notwithstanding anything to the contrary herein, if CamerEye notifies Dealer that any of the CamerEye Products need to be recalled or otherwise withdrawn from the market, and Dealer refuses or otherwise fails to do so in a timely fashion, Dealer agrees to indemnify CamerEye, its affiliates, and their respective officers, directors, employees, agents and shareholders, from and against any and all liability, losses, damages or costs, including legal costs, incurred or suffered by CamerEye as a result of any such failure or refusal. Dealer shall also have no claim against CamerEye for claims raised against Dealer relating to the recalled CamerEye Products.
18. **Force Majeure.** No failure or omission by CamerEye or Dealer in the performance of any obligation under this Agreement shall be deemed a breach of this Agreement or create any liability if the same arises on account of force majeure, which term shall include any event or cause beyond the control of CamerEye or Dealer, as the case may be, including but not restricted to acts of God, acts or omissions of any government, or agency thereof, rebellion, insurrection, riot, sabotage, invasion, quarantine, restrictions, strike, lock out and transportation embargoes, provided that the Party relying on this Paragraph 18 shall forthwith after any such event give written notice to the other Party of its inability to perform such obligation and the reasons therefore. If force majeure continues for a period of more than three (3) months, without the Parties hereto being able to develop an alternative satisfactory arrangement, then either Party has the option of immediately terminating this Agreement.
19. **General Provisions.**
 - (a) CamerEye is not responsible for any delayed shipment, partial shipment, or non-shipment caused for any reason.
 - (b) In no event is CamerEye responsible or liable for any direct, indirect, incidental, or consequential damages incurred by Dealer however arising. Except as herein specifically provided, CamerEye makes no warranties, express or implied, of merchantability, fitness for purpose, or otherwise. CamerEye's liability for breach of any warranty or contract is limited solely to refund of the purchase price or replacement of Product, at CamerEye's option.
 - (c) Dealer will reimburse CamerEye for any fees, costs, and expenses, including, without limitation, attorneys' fees or the costs of a repossession or collection agency, to collect any amounts owing by Dealer to CamerEye or to enforce CamerEye's rights under this agreement, regardless of whether any lawsuit or court action had been filed by CamerEye. Except as stated herein, the parties will bear their own attorneys' fees and costs resulting from another dispute between the parties.
 - (d) The terms and provisions within this Agreement (including all appendices) embody the entire agreement and understanding of the parties hereto and supersede any prior agreement or understanding between them with respect to the purchase of CamerEye Products or provisions of services. In addition, nothing represented orally or in writing to Dealer by a CamerEye Sales Representative, shall bind CamerEye or govern the relationship of the parties hereunder, if such representation contravenes or is inconsistent with, any provision in this Agreement (including all appendices).
 - (e) Whenever possible, each provision of this Agreement must be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is prohibited or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions hereof.
 - (f) This Agreement will be governed by, construed, and interpreted in accordance with the laws of the State of California, including, without limitation, the Uniform Commercial Code as adopted by the State of California, with the same full force and effect as if this agreement was entered into and carried out entirely within such state. The rights and remedies of CamerEye hereunder supplement CamerEye's other rights, whether existing under the Uniform Commercial Code or otherwise and all such rights and remedies are deemed cumulative and not exclusive.
 - (g) Dealer agrees that its rights and obligations under this Agreement may not be transferred or assigned directly or indirectly without the prior written consent of CamerEye. Subject to the foregoing sentence, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
 - (h) Actions or proceedings brought to enforce, or which otherwise arise out of or relates to, the Agreement contained herein, must be brought and maintained only in a court of competent jurisdiction in San Diego County, California. Dealer acknowledges that this Agreement is entered into and is to be performed in San Diego County, California, and Dealer hereby submits to jurisdiction and venue in such State and County.
 - (i) Dealer agrees to notify CamerEye in the event of a sale of the stock or otherwise ownership interests of Dealer or a sale of more than fifty percent (50%) of the assets of Dealer.
 - (j) Waiver by CamerEye of any term, provision or condition of this Agreement will not be deemed to be a waiver of any other term, provision or condition of this Agreement. Waiver by CamerEye of any term, provision or condition of this Agreement on any particular order or orders will not be deemed to be a waiver of the same terms, provision or condition on any other orders.

Exhibit D Standard Terms & Conditions

- (k) CamerEye reserves the right to update, amend, or modify these Standard Terms and Conditions at any time. Unless otherwise provided, such amendments will take effect immediately, and Dealer's continued use, advertising, offering for sale, or sale of the Products, use of the CamerEye Marks, or use of any other information or materials provided by CamerEye to Dealer will be deemed Dealer's acceptance of the amendments.

UNDERSTOOD AND AGREED TO:

Dealer Signature: _____

Date: _____

Print Name and Title: _____

CamerEye Signature: _____

Date: _____

Print Name and Title: _____

Exhibit E

Minimum Advertised Price Policy

1. Introduction.

The high quality of CamerEye Products is the direct result of our investment in design, innovation and engineering. It is critical that consumers see the value in these Products, and that CamerEye maintains its reputation for providing premium products to consumers. CamerEye also recognizes that our success is tied to the success of our network of Dealers. We know that many of our Dealers invest significant time and resources to deliver an extraordinary customer experience. We want to protect their ability to do so, while at the same time discouraging price-based advertising that would be detrimental to our Dealer's service and support efforts. As a result, CamerEye has unilaterally established this Minimum Advertised Price ("MAP") Policy for certain CamerEye Products sold by Dealers in the United States and Canada.

2. Policy Statement.

CamerEye, in its sole discretion, reserves the right to discontinue doing business with any Dealer that advertises any CamerEye Products covered by this MAP Policy at a price lower than the MAP.

3. General Guidelines.

- (a) The Products covered by this policy can be found at the following website: <https://CamerEye.ai/mapp.html> ("MAP Products"). CamerEye may, in its sole discretion, modify the list of MAP Products from time to time.
- (b) CamerEye recognizes that Dealers are free to make their own decisions to advertise and sell any CamerEye Product at any price they choose, without consulting or advising CamerEye. Similarly, CamerEye will exercise its right to make its own decisions regarding the CamerEye Authorized Dealer Program ("CADP"), supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.
- (c) The MAP Policy applies to prices advertised to consumers, not the price at which MAP Products are actually sold or offered for sale to an individual in-store or over the telephone.
- (d) The MAP Policy is not a contract, nor an offer to form a contract. CamerEye does not ask, and will not accept, any agreement about a Dealer's compliance with or acceptance of this MAP Policy.
- (e) CamerEye Sales Representatives or other CamerEye employees are not authorized to amend, waive or negotiate any terms of the MAP Policy. All questions should be directed to info@CamerEye.ai.

4. Advertising Guidelines.

- (a) The MAP Policy applies to all advertisements of MAP Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as Internet sites, social media sites, apps, or any other electronic media.
- (b) The MAP Policy does *not* apply to solely on premise, point-of-sale, or in-store advertising that is not distributed to customers.
- (c) Website features such as "click for price", automated "bounce-back" pricing e-mails, pre-formatted e-mail responses, forms, and automatic price display for any items prior to being placed in a customer's shopping cart, and other similar features are considered to be communications initiated by the Dealer (rather than by the customer) and thereby constitute "advertising" under this MAP Policy.
- (d) Advertisements for "Buy One Get One" (BOGO) or "Gift With Purchase" promotions which apply to MAP Products violate this MAP Policy. Any such promotions do not violate this MAP Policy if they exclude MAP Products from the promotion and prominently disclose that exclusion.
- (e) It shall not be a violation of this MAP Policy to advertise that a customer may "call for price" or "email for price", or to use similar language, specifically with respect to CamerEye Products, so long as no price is listed.
- (f) This MAP Policy also applies to any activity which CamerEye determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for 'group purchases' and the like.
- (g) Advertisements which do not state a price, but which directly or indirectly advertise MAP Products below applicable minimum advertised prices violate this policy. This includes advertisements with the phrases such as "on sale", "clearance" (provided such advertisements do not include a statement that the sale only applies to "select styles" or similar language), "guaranteed lowest price", "lowest price of the season", "will not be undersold", "too low to advertise", "place in cart for best price", "see cart for final price", or any other description which either states or implies that the price is discounted or less than the MAP. However, it shall *not* be a violation of this MAP Policy to advertise *in general* that the reseller has "the lowest prices" or will match or beat its competitors' prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.
- (h) Pricing information displayed at the final online checkout stage of a transaction is not considered "advertising" under this MAP Policy. The "final online checkout stage" is the stage when the MAP Product is put into a shopping cart that contains the customer's name, shipping address, email address, and payment information. Pricing information in the "shopping cart" or "checkout" stages must be obscured technically so that it is not retrievable by shopping and pricing engines, and not displayed on search page results within the Dealer's own website
- (i) From time to time, CamerEye may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, CamerEye reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time ("Non-MAP Dates"). A list of Non-MAP Dates can be found at the following website: <https://CamerEye.ai/mapp.html>. CamerEye reserves the right to modify the Non-MAP Dates from time to time.
- (j) From time to time CamerEye may offer a direct manufacturer's rebate to customers. In such events, it shall not be a violation of this MAP Policy to advertise the availability of the manufacturer's rebate, provided that:
 - i. the advertisement includes a price at or above the MAP Product's MAP, the rebate amount, and the net price after manufacturer's rebate in the same type size and style;
 - ii. an asterisk is placed next to the net price after manufacturer's rebate; and
 - iii. "*after manufacturer's rebate" appears in the same area of the advertisement as the advertised product.

5. MAP Policy Enforcement.

Exhibit E

Minimum Advertised Price Policy

- (a) Consequences of Non-Compliance with MAP Policy:
 - i. **First Violation:** Notification by CamerEye to Dealer and offense will be recorded in CamerEye Internal Log.
 - ii. **Second Violation:** CamerEye will have the right to:
 - (a) cancel any pending Dealer orders;
 - (b) restrict future Dealer orders for the thirty (30) day period following Dealer's second violation; and
 - (c) suspend Dealer's account for the thirty (30) day period following Dealer's second violation;
 - iii. **Third Violation:** CamerEye will have the right to:
 - (a) cancel any pending Dealer orders;
 - (b) terminate Agreement with Dealer; and
 - (c) revoke Dealer's "Authorized Dealer" status.
 - (b) If a Dealer with multiple store locations violates this MAP Policy at any one store location, or on any associated website, then CamerEye will consider this to be a violation by the Dealer.
 - (c) CamerEye MAP Policy Administrator is solely responsible for determining whether a violation of the MAP Policy has occurred, as well as determining appropriate sanctions.
 - (d) CamerEye Sales, Marketing, or other personnel are not authorized to modify or grant exceptions to the MAP Policy.
 - (e) CamerEye monitors the advertised prices of dealers, either directly or via the use of 3rd party agencies or tools.
 - (f) The MAP Policy will be enforced by CamerEye in its sole discretion and without notice. Dealers have no right to enforce the MAP Policy. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of this Agreement, as well as any available remedies at law. All questions related to this MAP Policy should be directed to: legal@camereye.ai.
6. **CamerEye MAP FAQ's.** A list of CamerEye MAP FAQ's may be found at the following website: <https://CamerEye.ai/mapp.html>.
7. **Effective Date.** This MAP Policy is effective and supersedes all prior CamerEye policies and/or representations regarding minimum advertised prices or resale prices for CamerEye products applicable to any Dealer. To the extent that any provision, term, or agreement governing the relationship between CamerEye and any Dealer may be construed in a manner that is inconsistent with the terms of this MAP Policy, the terms of this MAP Policy control.