



VERSA LOCK DEALER PROGRAM AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 200__ by and between VERSA LOCK, INC., a California corporation having a principal place of business at 19215 Parthenia, Suite E, Northridge, California 91324 (hereinafter referred to as "Manufacturer") and _____, an individual, partnership or corporation, organized under the laws of the State of _____, doing business at the principal location of _____ (hereinafter referred to as "Dealer")

REFERENCE

WHEREAS, the manufacturer is engaged in the development, and manufacturing of security devices for computers and office equipment.

WHEREAS, the manufacturer represents itself as the marketer of the security devices for resale purposes through several different distribution channels, and

WHEREAS, the manufacturer is the rightful holder, national and international, licensee of the patented product described herein as the VERSA LOCK Security Lock down System.

RECITALS

THEREFORE, the manufacturer wishes to enter into agreement with the dealer as a non-exclusive representative to actively sell the manufacturers product line of security devices as described in Exhibit A.

THEREFORE, the manufacturer wishes to enter into agreement with the dealer.

THEREFORE, this agreement is entered into for the manufacturer to lend support to the dealer in the dealer's efforts to actively sell and promote the manufacturers product line.

AGREEMENT

1. The purpose of this agreement is to promote the development of the market for the Manufacturer's products and the long-term good will of the Dealer through the manufacturers sale to the Dealer of reliable products to be sold, installed, and serviced by the Dealers to the satisfaction of the end user.
2. The manufacturer and dealer throughout this agreement agree to act in a professional, fair and equitable manner to each other and the ultimate end user.
3. The manufacturer and Dealer agree that the proper servicing and installation of the Manufacturer's products is the most important to the promotion and development of the market for the Manufacturer's products and the long-term good will of the Dealer.
4. This agreement is entered into between the Manufacturer and Dealer for the product line known as VERSA LOCK EQUIPMENT LOCK DOWN SYSTEMS. Trade names of the Manufacturer are applied for as VERSA LOCK, COMP U LOCK, MULTI LOCK, DIRECT LOCK, and AND LOCK A BOLT.
5. The Manufacturer hereby appoints the Dealer as the non exclusive authorized dealer of

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Versa Lock, Inc. 19215 Parthenia Street, Ste. E Northridge, CA 91324 Tel: (818) 886-8962 Fax: (818) 886-1940



Manufacturers security lock down products for the sales of the products from the following locations:

Street City, State, Zip Code

Street City, State, Zip Code

6. Manufacturer shall sell and Dealer shall purchase Manufacturer's products and parts thereof at the current published dealer price. Minus applicable discounts at the time of placing the order for a minimum of twelve months or until the expiration of any service contracts for Manufacturer's products, whichever period is longer. Manufacturer agrees that following the termination of this agreement it will continue to sell Dealer parts and installation manuals at the then current End user prices that are applicable.
7. Manufacturer and Dealer shall mutually establish fair and equitable standards of performance. Such standards shall reflect the actual manufacturing and sales of Manufacturer's products, the potential of the area, the special circumstances of the dealer and other dealers in the area. Manufacturer and Dealer may mutually revise such standards annually as conditions may require.
8. Manufacturer and Dealer agree that the Dealers ability to properly service and install Manufacturer's products is a primary basis for the entry of this Agreement. Dealer shall maintain adequate sales and service facilities, maintain adequate inventories and insure that his employees receive proper sales, service and installation training. Manufacturer agrees to provide timely service training to Dealer and his employees.
9. Manufacturer shall give the Dealer 30(thirty) days prior notice of any price changes.
10. To protect the end user and promote good will, the Manufacturer will provide a warranty in conjunction with the sale of products to the Dealer. The written warranty shall accompany the product shipped to the Dealer.
11. This Agreement does not have an expiration date.
12. The Manufacturer may terminate this Agreement by written notice to the Dealer by registered mail, return receipt requested, effective 90 (ninety) days from the receipt of the notice if the Dealer fails to substantially comply with the provisions of this Agreement and has not made a reasonable effort to comply with the provisions of the Agreement.
13. Manufacturer may also terminate this Agreement by written notice to the Dealer by registered mail, return receipt requested, effective 10 (ten) days from receipt of the notice if the Dealer becomes seriously delinquent in the payment of any undisputed account, becomes insolvent, makes an assignment for the benefit of creditors, or files or has filed petition for Bankruptcy. For purposes of this Agreement, seriously delinquent shall mean 60 (sixty) days or more from shipping date.
14. The Dealer may terminate this Agreement by giving the Manufacturer 30 (thirty) day's written notice, return receipt by mail requested.
15. The Dealer or Manufacturer may request that a Mediator for purposes of dissolution review the termination of this Agreement. Both parties agree to the arbitration decisions and shall be responsible for their own legal fees. All arbitration proceedings shall be

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conducted in accordance with the rules of the American Arbitration Association at the branch of the American Arbitration Association closest to the Dealers authorized location.

- 16. This Agreement constitutes the entire agreement, and supersedes and cancels all previous agreements, written or oral.
- 17. This Agreement shall be binding upon and inure to the benefit of the parties hereto and there respective legal representative, successors, and assignees. The Manufacturer must approve any transfer by the Dealer in writing; however, such approval shall not be unreasonable withheld by the Manufacturer.
- 18. The Manufacturer's name and trademark are registered in the United States. No Dealer shall have the right to use this name and trademark without the written consent of Manufacturer. In the event of termination of this agreement, Manufacturer has the right to withdraw this consent.
- 19. This Agreement shall be governed under the laws of the state of California effective this _____ day of _____ 2_____.

MANUFACTURER

DEALER

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____