**AGM GLOBAL VISION DEALER AGREEMENT**

This Dealer Agreement is made and entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_by and between **AGM Global Vision**, whose registered office is at: 173 W Main St Springerville, AZ 85938 (hereinafter “**MANUFACTURER**”); AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose registered office is at:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter “**Dealer**”);

Either of the foregoing being individually referred to as a “Party” and collectively as “Parties”.

**WHEREAS**

Pursuant to the terms and conditions herein set out, MANUFACTURER is interested in appointing Dealer as an authorized non-exclusive dealer and representative in [Country, Region, Area, etc.] for promoting and selling certain of MANUFACTURER’s products and providing certain services. Dealer shall act as a reseller buying the products from MANUFACTURER and reselling them to its customers (“**Customer(s)**”) in its own name; and

Dealer is interested in acquiring the right to promote and to sell certain products and in providing certain Services (as defined hereinafter) pursuant to the terms and conditions hereinafter set out.

**NOW THEREFORE**, in consideration of the above premises, and the representations, warranties, covenants and agreements herein contained, the Parties, intending to be legally bound, agree as follows:

**ARTICLE I**

**SCOPE OF THE AGREEMENT**

**1.1.** MANUFACTURER hereby grants Dealer, who hereby accepts, the right to promote and sell the products (the **“Contract Products”**) as well as to provide certain services (the **“Services”**) as set forth in Appendix 1 hereto as an authorized Dealer of MANUFACTURER.

**1.2.** This distribution right is neither assignable nor transferable.

**1.3.** This Agreement also sets forth the general terms and conditions regulating the relations between MANUFACTURER and Dealer*.*

**1.4.** This Agreement may be amended at any time, as the Parties may determine. All amendments shall be in writing and signed by both Parties.

**ARTICLE 2**

**DEALER’S GENERAL OBLIGATIONS**

**2.1.** Dealer shall purchase the Contract Products from MANUFACTURER and sell them in its own name and on its own behalf. Dealer shall not be authorized to act in MANUFACTURER's name or behalf or to legally bind or otherwise create a liability against MANUFACTURER unless expressly agreed otherwise in writing by MANUFACTURER prior to entering into any such action. Dealer shall perform and carry out its operations hereunder as an independent trader with respect to both MANUFACTURER and its Customers.

**2.2.** Dealer shall promote and sell the Contract Products. To this end, Dealer shall maintain an organization sufficient to promote and develop the sales in the most efficient manner.

**2.3.** Dealer shall provide the Services to its Customers and/or MANUFACTURER, as the case may be, as a continuing effort to satisfy its Customers and or MANUFACTURER’s requirements.

**2.4.** Dealer will employ the necessary qualified staff for the marketing and sale of the Contract Products as well as after sales staff with the necessary knowledge for servicing the Contract Products.

**2.5.** MANUFACTURER encourages and recommends Dealer to purchase, and keep available, a reasonable number of Contract Products for the purpose of demonstrating their features and functions to Customers (“Demo-Units”.)

**2.6.** Dealer shall use its best efforts to satisfy the requirements of its Customer base, and to defend MANUFACTURER’s interests with professional care and diligence. All costs incurred by Dealer when performing its obligations, including the provision of Services, under this Agreement shall be borne by Dealer, unless specifically agreed otherwise in advance with MANUFACTURER.

**2.7.** Dealer shall keep MANUFACTURER informed on a quarterly basis at least about the following issues:

* promotions and sales activities
* information and sales report about the market conditions
* competitive update/overview

**2.8.** In the event of a consultation related to the award of a major or sensitive contract or an invitation to bid, Dealer shall notify MANUFACTURER thereof promptly.

**2.9.** These products may be ITAR Restricted: Export of Products is regulated by the US Department of State in accordance with guidelines of “International Traffic Arms Regulation (ITAR)” per Title 22, Code of Federal Regulations, Parts 121-128. These products cannot be exported from the United States without proper license. Any ITAR restricted products will be identified at time of sale to Dealer.

**ARTICLE 3**

**MANUFACTURER’s GENERAL OBLIGATIONS**

**3.1.** MANUFACTURER undertakes to deliver such Contract Products as Dealer may order in conformity with the terms and conditions specified in article 7 hereinafter.

**3.2.** In order to support Dealer in the performance of its obligations and of its operations hereunder, MANUFACTURER undertakes:

* To make available to Dealer, free of charge, a reasonable quantity of leaflets and other product documentation, to the extent available. Such documentation shall be furnished in English in the form normally used by MANUFACTURER in its own marketing efforts.

**3.3.** MANUFACTURER represents and warrants that it has obtained adequate insurance coverage for any and all claims which could pertain to affect any purchaser or its employees or customers. MANUFACTURER disavows any specific insurance requirements set forth on any purchase order form or other related documents.

**ARTICLE 4**

**MINIMUM QUANTITIES**

**4.1.** Dealer shall order and take delivery of a minimum initial quantity of the Contract Products and a minimum quantity per contract period, in order to maintain dealer status.

**4.2.** The Parties acknowledge that the minimum purchase quantities are an essential condition in consideration whereof the Parties have entered into this Agreement, and at which designation (Stocking or Non-Stocking).

**ARTICLE 5**

**PURCHASE PRICES AND TERMS OF PAYMENT**

Upon approved credit, payment to MANUFACTURER is due within thirty (30) days of the invoice submission. Except where a bona fide dispute exists, if Dealer fails to make any payment when due, MANUFACTURER may, at its option and without limitation of any other rights or remedies available to it, decline to make further shipments until Dealer pays such indebtedness in full. In addition to and without limitation of any other rights or remedies available to MANUFACTURER, all past due amounts owed by Dealer may be subject to interest, on a daily basis, from and after the due date. The interest will be the lesser of (i) 1.5% per month or (ii) the maximum rate allowed under applicable law. MANUFACTURER retains the unilateral right to renegotiate the Payment terms and to establish Credit Limits at any time as it may deem necessary.

**ARTICLE 6**

**PURCHASE ORDERS**

All purchases of Contract Products shall be made only upon the placing of written purchase orders by Dealer, to include, Contract Product and quantity required.

**ARTICLE 7**

**DELIVERY/RISK AND REWARDS**

**7.1.** Except if agreed otherwise in writing by the Parties, the Contract Products ordered in accordance with the above procedure shall be delivered F.O.B. point of Shipment.

**7.2.** Transfer of risks and rewards of the Contract Products shall occur upon delivery of such Contract Products as provided for by the agreed applicable INCOTERM – F.O.B. point of Shipment.

**ARTICLE 8**

**TITLE TO PRODUCTS**

Within the limits of applicable law, Contract Products sold or supplied by MANUFACTURER to Dealer shall remain the sole property of MANUFACTURER as legal and beneficial owner until payment in full of the purchase price due to MANUFACTURER has been received by MANUFACTURER. Until such payment has been received, Dealer shall hold such Contract Products in a fiduciary capacity as bailer for MANUFACTURER. Dealer shall ensure that the Contract Products are readily identifiable as the property of MANUFACTURER and shall, at MANUFACTURER’s request either return, or permit MANUFACTURER (at Dealers expenses and costs) to repossess, the Contract Products without any liability for MANUFACTURER. In the event that local law requires certain formalities to be met to legally perfect retention of the property title in favor of MANUFACTURER, Dealer shall cooperate on MANUFACTURER's first request so as to establish such documentation for the retention of the property title as is necessary under local law.

**ARTICLE 9**

**INCOMING INSPECTION**

**9.1.** Dealer shall examine the Contract Products forthwith upon delivery and shall notify MANUFACTURER by email within five (5) calendar days of delivery of any objection as to (i) any deficiency regarding packaging identity and/or quantity of Contract Products, as well as (ii) any defects in the Contract Products themselves and shall identify any deficiency.

**9.2.** If MANUFACTURER does not receive such notice within such time, MANUFACTURER shall be discharged from liability in respect of defects or deficiencies that were identifiable upon delivery under reserve of its warranty obligations pursuant to Clause 10.1 hereof.

**9.3.** Dealer shall promptly make available all defective or deficient packaging and/or Contract Products for inspection on request by MANUFACTURER. If Dealer establishes to the reasonable satisfaction of MANUFACTURER that the damage to the Contract Products has arisen before delivery, Dealer’s sole remedy in respect of such damage of loss shall be limited, as MANUFACTURER in its sole discretion may elect, to replacement or repair of the Contract Products pursuant to the terms and conditions of the Repair Liability of MANUFACTURER as further set out in Article 10 hereof. The costs of and all risks of loss or damage to the Contract Products when returning the deficient Contract Product shall be borne by MANUFACTURER.

**ARTICLE 10**

**REPAIR – LIABILITY**

Products are backed by a limited three year Service Agreement. MANUFACTURER offers no express warranty on the Products, however, MANUFACTURER acknowledges that the Products shall be serviced for defects in materials or workmanship for a period of three (3) years from the date of delivery of the Products to the end user. Repairs shall be performed at no charge to the buyer other than the cost of shipping the Products to MANUFACTURER. In connection with all claims, the packing list must be presented as proof of delivery date. MANUFACTURER, at its sole discretion, may repair or replace all Products received and covered by this service agreement.

**ARTICLE 11**

**MARKETING AND ADVERTISING**

MANUFACTURER shall provide Dealer with information on existing promotional material and Dealer may request supply at cost or MANUFACTURER may authorize replication upon mutually agreeable conditions.

**ARTICLE 12**

**TRADEMARK – CONFIDENTIALITY**

**12.1** The Contract Products supplied hereunder shall be marked with the MANUFACTURER logo and/or product name.

**12.2** Dealer shall not alter or remove or cover any MANUFACTURER marking on the Contract products and shall not apply additional markings on the Contract products unless otherwise agreed by MANUFACTURER in writing or required by any applicable law or regulation.

**12.3.** Dealer shall not register the AGM Global Vision trademark in its own name or cause it to be registered. Dealer shall refrain from registering or causing to be registered any trademark or other distinctive signs that may be confused with those of MANUFACTURER.

**12.4.** Dealer shall refrain from disclosing to any third party whatsoever any trade, business or company secrets or other confidential information which may be revealed to it or which it may otherwise come to know through its dealings with MANUFACTURER. Dealer shall assure that its employees and agents abide by this non-disclosure and confidentiality clause.

**12.5.** Upon the expiry of this Agreement, Dealer shall refrain from seeking to benefit from the use of the AGM Global Vision trademark and/or of any information which it may have come to know, whether directly by itself or indirectly through third parties. In the event of any violation of this obligation, Dealer shall be liable for any loss or damage it may have caused to MANUFACTURER.

**12.6.** All intellectual property rights in the Contract Products (including, without limitation, the software) supplied by MANUFACTURER hereunder shall at all times remain vested in MANUFACTURER.

**12.7.** Dealer shall not copy, modify, amend or alter any Contract Product including software or any part thereof, delivered with the Contract Produce, whether embedded or not, nor to have same attempted or procured by any third party.

**ARTICLE 13**

**PATENT INFRINGEMENT**

MANUFACTURER shall indemnify and hold Dealer and Purchaser(s) harmless from and against all claims that any merchandise or product, or any part thereof, infringe any United States patent; provided however that Dealer and/or purchaser shall give MANUFACTURER prompt written notice of any such claim, shall not settle any claim without MANUFACTURER’S prior written consent and shall cooperate with MANUFACTURER in its defense or settlement thereof. If, in any such suit, an injunction against the further use of such product, or any part thereof, MANUFACTURER will at its own expense, either (i) procure for Dealer or purchaser the right to continue using said product, (ii) replace the same with a non-infringing product, (iii) modify it so that it becomes non-infringing, or (iv) remove the products form the market and refund the price paid to MANUFACTURER for such products. The foregoing expresses MANUFACTURER’s entire liability in the event of claims of patent infringement.

**ARTICLE 14**

**TERM OF THE AGREEMENT – RENEWALS**

This Agreement shall be effective through December 31, \_\_\_\_\_\_ from the Effective Date indicated on the first line of this Agreement. It may thereafter be renewed for successive periods of one year, running January 1 through December 31, each subject to the express Agreement of the Parties. Each renewal shall be made by written amendment signed by both Parties. Said amendment shall indicate the term and the commercial conditions of the renewal, and shall be appended to the Agreement.

**ARTICLE 15**

**CANCELLATION – TERMINATION**

**15.1.** If either Party should:

* Fail to abide by any of its obligations and/or undertakings hereunder and should it fail to remedy such failure within (30) days following receipt of a notice to remedy transmitted by registered letter, and/or
* Cease payments, become insolvent, file a petition in bankruptcy or be under similar circumstances,

Then the other Party, without prejudice to any and all rights it may hold and any claims it may be entitled to make hereunder, shall be entitled to terminate this Agreement at any time with immediate effect by notice of cancellation transmitted by registered letter.

**15.2.** If after the Effective Date:

* The ownership of Dealer was to change in a way that MANUFACTURER deems in its sole judgment to be detrimental to its interests,
* Or in the Dealer were to fail to abide by the minimum quantities.

Then MANUFACTURER shall be entitled to cancel this Agreement at any time with immediate effect.

**15.3** Subject to Article 16 hereof, upon the cancellation or termination of this Agreement on any grounds whatsoever, any and all rights as may have been assigned by MANUFACTURER to Dealer shall be immediately cancelled. Dealer undertakes, in such event, to make no further reference to or use of MANUFACTURER’s name and/or trademark in Dealer’s business activities.

**15.4.** In the event of non-renewal of the Agreement upon its term and/or termination by MANUFACTURER for cause, Dealer shall not be entitled under any and all titled to any compensation and/or indemnity from MANUFACTURER. In the event that any applicable mandatory law does not allow for an exclusion of a compensation and/or indemnity, MANUFACTURER shall be entitled to deduct the relevant amounts from such payment, in particular, without limitation, if the mutually agreed upon minimum quantities set out in Appendix 2 hereof have not been met by Dealer, or if claims for loss and damages, including all reasonable costs (including attorneys’ fees), for a breach of this Agreement by Dealer is the cause for termination by MANUFACTURER.

**15.5.** MANUFACTURER reserves the right to unilaterally terminate this Agreement for convenience at any time. MANUFACTURER shall provide the Dealer written notice of such termination. Upon receipt of such notice, Dealer shall cease all functions under this Agreement, unless the notice directs otherwise.

**ARTICLE 16**

**INVENTORIES – PENDING ORDERS**

**16.1.** MANUFACTURER shall fulfill orders pending upon the expiry date of the Agreement as well as orders issued during the notice period except if Dealer is in breach of this Agreement.

**16.2.** In the event of termination of the Agreement, MANUFACTURER shall be entitled at its sole option to have the unsold Contract Products returned by the Dealer. Any returning of the Contract Product shall be carried out at the price paid by the Dealer, less any costs and expenses incurred by MANUFACTURER in connection with the returning of the Contract Products as well as any possible cost of repairing and/or reconditioning, as the case may be.

**16.3.** Should MANUFACTURER decline to have such unsold Contract Products returned, Dealer shall have the right to liquidate its Contract Product inventories.

**ARTICLE 17**

**NO WAIVER**

The failure of either Party to enforce at any time any provision of this Agreement, or to exercise any option provided herein, or to require at any time performance by the other Party of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of the Agreement or any part thereof, or the right of such Party to enforce each and every provision of this Agreement.

**ARTICLE 18**

**FORCE MAJEURE**

**18.1.** Neither Party shall be liable to the other for failure or delay in the performance of any of its obligations under this Agreement for the time and to the extent such failure or delay is caused by force majeure such as, but not limited to riots, civil commotions, wars, strikes, hostilities between nations, acts of terrorism, change of laws, orders or regulations, embargoes, actions by the Government or any agency thereof, non-compliance with export laws to include not but limited to End User Certificates, acts of God, storms, fires, accidents, sabotages, explosions or any other contingencies beyond the reasonable control of the respective Party.

**18.2.** The party that wishes to plead force majeure shall immediately inform the other Party when such a situation occurs.

**ARTICLE 19**

**DISCLAIMER**

**IN NO EVENT SHALL MANUFACTURERR OR DEALER BE LIABLE TO EACH OTHER FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF ANTICIPATED PROFITS OR ANY CLAIM OF ANY KIND RESULTING FROM ANY ORDER HEREUNDER, OF FROM ANY PERFORMANCE, NONPERFORMANCE, OR BREACH OF THIS AGREEMENT.**

**ARTICLE 20**

**ENTIRE AGREEMENT – LAW- JURISDICTION**

**20.1.** This Agreement includes the following appendix:

Appendix 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dealer Program

**20.2.** This Agreement together with the appendix hereto contain the full and entire Agreement between the Parties and supersedes any and all prior agreements, understandings, commitments or representations user all titles and theories of law, no matter whether entered by conclusive action, orally or in writing, relative to subject matter. In case of inconsistency between the Agreement and the Appendix, the Agreement shall prevail over the appendix.

**20.3.** This Agreement shall be governed by and construed in accordance with the laws of Arizona without regard to any provision of Arizona law that would require or permit the application of the substantive law of any other jurisdiction. Any question or dispute arising out of or relating to any Order will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award may be entered in any court having jurisdiction thereof or over the applicable party or its assets. The seat of the arbitration will be Washington, DC. The arbitrators will have no authority to award any damages that are excluded by the terms and conditions of this Agreement. Either party will have the right to apply at any time to a judicial authority for appropriate injunctive or other interim or provision relief, and will not by doing so be deemed to have breached its agreement to arbitrate or to have affected the powers reserved to the arbitrators.

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties have set their initials upon each page hereof and signed this Agreement in 2 copies, one each for MANUFACTURER and Dealer, both of which are deemed originals.

**Signed on behalf of Dealer**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**Signed on behalf of AGM Global Vision**

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Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**APPENDIX 1**

PRODUCTS: