

ARMOURFEND CAD UK SOFTWARE DEALER AGREEMENT

This Software Dealer Agreement is made on the effective date on the Schedule

Between:-

- (1) **Armourfend Limited**, a company registered in England, of Unit 33, Hillgrove Business Park, Nazeing Road, Nazeing, Essex EN9 2HB ("Seller"); and
- (2) The distributor named on the schedule ("Purchaser" or "You")

Background

A. Seller manufactures certain automotive aftermarket Product(s), including Armourfend Protection System, which encompasses highly innovative, proprietary software program files of pre-cut shape patterns for the application of paint protection film (as hereinafter defined); and

B. Purchaser wishes to participate in the sales of some or all of the Product(s) to its customers by utilising Seller's software program and files of pre-cut shape patterns for a fee, through Purchaser's use of the Seller's computer software and associated media, printed materials and "on line" or electronic documentation "SOFTWARE PRODUCT"; and

C. Seller wishes to appoint Purchaser to participate in the sales and installation of its pre-cut shape patterns to its customers on a non-exclusive basis and to sell the specified material used in application of the said System to the Purchaser which for quality control reasons the Purchaser shall purchase only from the Seller; and

D. Seller and Purchaser wish to enter into this Agreement pursuant to the following terms and conditions.

THEREFORE, Seller and Purchaser agree as follows:

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

(a) "Product" or "Products" shall mean software programs and files which generate Armourfend's system of automotive paint protection pre-cut shape patterns, designed and manufactured by Armourfend CAD.

(b) "Product Folder(s)/File(s)" shall mean the files contained within this software product that will enable Purchaser to cut shapes patterns for part-specific vehicle models and makes.

(c) "Effective Date" shall mean the date this Agreement take effect specified on the Schedule.

(d) "Person" or "Persons" shall mean any natural person, corporation, partnership, sole proprietorship or other entity or association.

(e) "Purchaser(s)" shall mean those Person(s) currently participating in licensing of the Seller's Product along similar lines to this Agreement

- (f) who sell and install the Product(s) and who are approved by the Seller. "Specified Material" means [xxxxxxxx]
- (g) "Territory" means the Distributor's non-exclusive territory in which it is appointed distributor named on the Schedule.

2. APPOINTMENT AND TERM

2.1 The Seller appoints the Purchaser as non-exclusive distributor for the Product in the Territory for a period of five years except as otherwise earlier terminated below. Unless sooner terminated in accordance with the provisions hereof, this Agreement shall commence on the Effective Date and shall continue thereafter for a period of five years, whereupon it shall expire, unless and until terminated by either party on at least three months' written notice to the other to expire on the anniversary of the Effective Date or any subsequent anniversary of such date or otherwise as terminated under clause 11 below. The Seller may appoint other distributors for the Territory..

2.2 This Agreement does not constitute or appoint Purchaser as an agent or legal representative of Seller for any purpose whatsoever. Purchaser is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of Seller or to bind Seller in any manner or thing whatsoever. Nor does this Agreement constitute or appoint Seller as an agent or legal representative of Purchaser for any purpose. Seller is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of Purchaser or to bind Purchaser in any manner or thing whatsoever.

3. GRANT OF LICENCE AND ORDER PROCESS.

3.1 This Agreement grants the Purchaser the following rights:

- **Installation and Use.** The Purchaser may only install and use this copy of the Product. The Product may not be duplicated, copied, altered, used or distributed to any third party.
- **Reproduction and Distribution.** The Purchaser may not reproduce, copy or distribute copies of the Product. Copies of the Product may not be distributed for profit either on a stand alone basis or included as part of the Purchaser's own product.

3.2 The Purchaser shall pay the Seller's charges for training, Product, a cutter, if required and any products/materials used in advance in cleared funds. All orders shall be made in writing by the Purchaser by email or fax. The Seller does not accept telephone orders. Where subsequent orders are placed such as for vehicle Folders, film, squeegees and other products these shall be paid for by the Purchaser by credit card when the order is made.

3.3 All orders shall be on the terms of this Agreement and the standard terms and conditions of sale of the Seller a copy of which has been supplied to the Purchaser, as varied from time to time on notice to the Purchaser. In the event of a conflict between the terms of this Agreement and such terms, this Agreement shall prevail. No purchase or other conditions of the Purchaser shall be applicable to this Agreement or bind the Seller.

4. OBLIGATIONS OF PURCHASER

Purchaser shall:

(a) Devote its best efforts to promote and sell the Products.

(b) Acknowledge and agree that all Usernames and Passwords assigned to Purchaser and any other information in relation to the access and use of the Product Files are the proprietary information and property of the Seller. Usernames, Passwords and access information will be assigned, changed, or withdrawn solely by the Seller. Purchaser will not disclose to any third party or person, (other than Purchaser's employees) the Usernames, Passwords or access codes that will allow access to Seller's Product Files. Upon the termination of the employment contracts of any of Purchaser's employees with knowledge of Purchaser's Usernames, Passwords or access code, Purchaser will immediately notify Seller so that a new Usernames, Passwords or other access code can be assigned to Purchaser at the sole discretion of the Seller.

(c) Recognises that contents of each Product Folder/File is proprietary in nature and agrees not to attempt to reverse engineer or in any way attempt to copy or reproduce the Product Folders/Files except in so far as the law allows. **Any violation will result in immediate termination of this Agreement.**

(d) Purchase and maintain hardware and software approved by the Seller and source all film for use with the Product solely from the Seller

(e) Not utilise any competitive or other database or methods for manufacturing, promoting, selling or marketing any similar Products without the prior written approval of Seller. **Any violation of this provision will result in immediate termination of this Agreement.**

(f) Agree to, accept and pay for training supplied by Seller to Purchaser at Purchaser's sole expense. Training will be provided to Purchaser at the rate normally charged by Seller for such training classes. Failure of Purchaser to complete Company's training will relieve Seller from its obligation to assist Purchaser with all technical support issues, including but not limited to, those obligations set forth in clause 5 (f) below.

(g) Purchase in every year of this Agreement from the Effective Date the minimum quantity of Product Folders set out on the Schedule..

(h) Purchase in every year of this Agreement from the Effective Date the minimum quantity of the specified material set out on the Schedule.

(i) Pay pay the agreed Quarterly update charge set out on the Schedule for the Seller to provide newly added vehicle folders and drawings to the solugen quotation software, which the Seller agrees to provide.

5. OBLIGATIONS OF SELLER.

Seller shall:

(a) Upon completion of training, assign to Purchaser an access code that will allow Purchaser to access the Armourfend CAD Software once purchased, which will, in turn, allow Purchaser to open the individual vehicle Folder/Files.

(b) In the event Seller discontinues the manufacture of all of the Product(s) for any reason, continue to make available to Purchaser access to the Product File(s) for any such discontinued Product(s) so that there is no interruption in Purchaser's ability to sell the Product(s) from the existing Product Files.

(c) Provide Purchaser with a renewed access code and/or password for continued usage of the Folder/Files on a monthly basis, upon the Purchaser's continued adherence to all terms and conditions of the Agreement.

(d) Provide Purchaser, electronically or otherwise, with updated Product lists and catalogue supplements after the creation of Folder/Files

(e) Upon request, shall supply Purchaser with existing layouts for application guides, brochures, new product bulletins or other sales promotion material requested by Purchaser for inclusion in the Purchasers marketing material. However Seller must approve final art work before Purchaser proceeds with any publication. There may be a small processing charge.

6. COPYRIGHT. All title and copyright, patent, design or other intellectual property rights and rights as to confidential information, in and to the Product (including but not limited to any images, text, and "applets" incorporated into the Product), the accompanying printed materials, and any copies of the Product are owned by and are the property of Armourfend CAD or its subsidiaries. The Product is protected by copyright laws and international treaty provisions. Nothing in this Agreement gives Purchaser any ownership of any such rights nor shall it claim such ownership. If any violations of the Seller's copyright or other intellectual property rights in the Product come to the attention of the Purchaser it shall notify the Purchaser right away in writing or by email.

7. USE OF NAME AND TRADEMARKS

Unless specific written permission is obtained from Seller, Purchaser shall not use the name, trademarks, trade names or logos (including, but not limited to the name "Armourfend") in its marketing, promoting, selling or installing of Purchaser's Products or in any other manner, including without limitation use them in any corporate name registration or domain name registration.

8. WARRANTY OF PRODUCT FILES

8.1 Seller warrants to Purchaser that the Product Files/Folders and their content are in an accurate and useable form. Seller shall promptly repair or replace any Product File/Folders which malfunction, fail to operate, or otherwise do not operate as described in writing.

8.2 Warranties related to Purchaser's Product(s) and which may be extended to Purchaser's customers will in no way obligate or bind Seller. Seller makes no warranties to Purchaser or Purchaser's customers other than as set out on clause 8.1 above.

9. INDEMNITY

Purchaser shall indemnify Seller and hold Seller harmless from and against, and shall defend against, any and all claims and damages of every kind for injury to or death of any person or persons and for damage to or loss of property, arising out of or attributed, directly or indirectly, to the conduct, operations or performance of the Purchaser.

10. ASSIGNMENT

The Purchaser's rights under this Agreement shall not be assigned to any third party without the written consent of Seller. Where such assignment is agreed it will be a requirement that the assignee receives and pays for the Armourfend training programme.

11. TERMINATION OF THIS AGREEMENT

11.1. **BY SELLER.** All rights granted to Purchaser under this Agreement may be terminated by Seller at its option and without prejudice to any other remedy to which it may be entitled at law, in equity, or otherwise under this Agreement, in the following circumstances and in the manner indicated:

For breach upon fifteen (15) days written notice from Seller and failure to cure by Purchaser (where the breach is capable of remedy and on notice forthwith where it is not), if Purchaser is in default of any material obligation under this agreement, except for termination under clause 4 (c) and (e) **which will result in the immediate termination of this Agreement.**

11.2 **BY PURCHASER.** This Agreement may be terminated by Purchaser without prejudice to any other remedy to which it may be entitled at law, in equity, or otherwise under this Agreement, in the following circumstances and in the manner indicated:

For breach upon fifteen (15) days written notice from Purchaser and failure to cure (where the breach is capable of remedy and on notice forthwith where it is not), if Seller is in default in the performance of any material obligation under this Agreement.

12. OTHER RIGHTS AND LIMITATIONS

- **Limitations on Reverse Engineering, De-compilation, and Disassembly.** You may not reverse engineer, de-compile, or disassemble the Product save in so far as the law allows.
- **Restrictions on Alteration.** You may not rename, edit or create any derivative works from the Product.
- **Software Transfer.** You may not transfer any of your rights under this Agreement.

13 CHOICE OF LAW

All disputes concerning the validity, interpretation, or performance of this Agreement and any of its terms or provisions, or any rights or obligations of the parties hereto, shall be governed by the laws of England and Wales and any disputes shall be subject to the exclusive jurisdiction of the English courts.

14. NOTICES

All written notices permitted or required to be delivered by the provisions of this Agreement shall (unless otherwise provided) be deemed so delivered when actually delivered by hand or when placed with the UK Royal Mail by Special Delivery postage prepaid and addressed to the address provided by Purchaser to Seller. Seller's Notice address shall be: Armourfend CAD, Unit 33, Hillgrove Business Park, Nazeing Road, Nazeing Essex, England, United Kingdom EN92HB, Notice may also instead be given at or to such other address as the parties may from time to time designate in writing to each other.

15. MISCELLANEOUS

15.1 Successors; Binding Agreement. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by each party and each party's successors and assigns (whether by purchase of all or substantially all of the purchased business and/or assets, merger, consolidation or liquidation), as applicable.

15.2 Modification; Waiver. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by each party. waiver by

any party of any breach of or failure to comply with any provision of this Agreement by another party shall not be construed as, or constitute, a continuing wavier of such provision, or a waiver of any other breach of, or failure to comply with, any other provision of this Agreement.

15.3 Severability. If any term or provision of this Agreement or the application of this Agreement to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15.4 Headings. The headings in this Agreement are inserted for convenience of reference only and shall not be a part of or control or affect the meaning of this Agreement.

15.5 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

15.6 Entire Agreement. This Agreement supersedes any and all other prior or contemporaneous oral or written agreements between or among the parties and constitutes the entire agreement of the parties relating to the subject matter of this Agreement.

15.7 Construction. This Agreement shall be deemed to have been written jointly by the parties. Ambiguities shall not be construed against the interest of either party by reason of it having drafted all or any part of this Agreement.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement as of the date set forth on the Schedule

Schedule

ARMOURFEND CAD UK SOFTWARE DEALER AGREEMENT

Purchaser Name:

Address:

Tel

Fax

Email

Web Site

VAT registered number

Company registration number

Contact name:

Effective Date of this Agreement.

Deleted: ¶
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E

Territory :

Minimum purchase obligation quantity of Vehicle Folders in each year:

Minimum purchase obligation quantity of Specified Material in each year:

Quarterly payment of £ per quarter

Purchaser

[NAME]

Seller:

Armourfend Limited

By:

Its:

Deleted: ¶