



Dealer Agreement

This agreement is entered into as of the (date), by and between:

Etere Srl (the Company), having a place of business at: C.da Cisterna – 62029 Tolentino (MC) – Italy

And

Dealer Name (the Dealer), having a place of business at: address.

The Dealer and the Company hereby agree to work jointly in the pursuit of business opportunities within the Territory (as defined under the sub clause Territory and Exclusivity), and the promotion, marketing, sale and support of the Company's products (the Products).

The Dealer and the Company also jointly agree to develop appropriate solutions to customer requirements based upon the Company's product ranges, utilizing their respective strengths and resources.

1. Territory and Exclusivity

For the purposes of this agreement the Territory is defined as: country.

The Dealer shall, from the date of this agreement, have the right to promote, market and sell the Products within the Territory on the basis as follows:

Exclusivity

The Dealer has no "Exclusive Dealer right", so the Company could have more than one reseller for the same territory

The Company retains the right at all times to change the status of the Dealer after giving thirty (30) days notice.

2. Obligations of The Dealer

The Dealer hereby undertakes to:

- ?? Attend to a training session divided in two sessions: one for sales/marketing people and one for technicians people, in our headquarters (Italy)
- ?? Promote, market, sell and support the Products at its own cost.
- ?? Ensure that appropriate staff and facilities are available to provide high quality pre-sales, sales, and after-sales support for the Products and any technical solutions devised by the Company, or by the Dealer and the Company jointly.
- ?? Provide sales forecasts for the upcoming six (6) calendar months, identified as to customer, amount, and probability factor as requested by on a monthly basis.
- ?? Arrange for suitably qualified staff to complete The Company's Reseller Certification Training, if required by the Company.
- ?? To inform the Company if the Dealer intends to promote, market, or sell products from another manufacturer or manufactured by the Dealer, if they would be in direct competition with the Products as sold by the Company to the Dealer.
- ?? Provide such assistance as may be required in fulfilling service requirements of customers within the territory plus holding spares, including technical consultation as may be required both during the warranty period, and at reasonable cost, after the warranty period has expired.

3. Obligations of The Company

The Company hereby undertakes to:

- ?? Pass onto the Dealer sales leads within the Territory, generated by the Company from its marketing or sales activities.
- ?? Provide high quality marketing, sales, and service support.
- ?? Supply products that comply with appropriate safety and operational standards.
- ?? Provide sales and promotional literature, price lists, and technical data relating to the Products in such quantities as may be reasonably requested by the Dealer.
- ?? Supply technical assistance in the provision of solutions, support, operation and repair of the Products.
- ?? Provide technical and customer service training (at The Company's discretion), either at the Company's facilities, the Dealer's premises, or on-site.

4. Term of agreement

The initial term of this agreement is one (1) year from the Effective Date.

Thereafter the Agreement will automatically be renewed for a period of twelve (12) months unless either party to the agreement shall have given written notice to the other to terminate the agreement.

5. Termination

Each party shall have the right to terminate the Agreement by giving the other party not less than thirty (30) days written notice. The Agreement shall be deemed to be effectively terminated at Midnight (00:00 hours) on the 30th day from the date of the written notice document (the Termination Date).

6. Notices

Notices shall be given in acceptable form by surface mail letter, or facsimile bearing an authorized signature. Electronic mail shall not be deemed a legally acceptable method for the purposes of this agreement.

7. Prices and discounts

The Dealer is entitled to a discount to be deducted from the List price, applicable for all orders, other than for Demonstration Stock, of 25% off the published List Prices in US Dollars (except ON SITE installation/training, travel and expenses items) net of packing, carriage and local taxes.

The discount for Demonstration Stock orders for hardware shall be 40% off the published List Prices in US Dollars net of packing, carriage and local taxes. All Demonstration software will be free of charge for the Dealer, but will have a 'Not for resale' declaration printed on it.

The Dealer shall be entitled to establish end-user prices and conditions of sale, with the exception of warranty terms, for the Products that it sells in the Territory.

8. Trade Name and Trademarks

The Dealer shall be entitled to use the Name, Trade Marks, Trade Names, and Logos of the Company and the Products in connection with its obligations as the Dealer.

The Dealer may indicate in signs, advertising, publicity or other sales or market media or materials that it is an authorized reseller of the Products.

It is expressly forbidden for the Dealer to use the name of the Company in its own corporate name or manes, or in any manner that affiliates the Dealer's organization directly or indirectly with the Company.

9. Terms and Conditions of Trade

In signing this Agreement, the Dealer acknowledges receipt of the Company's Standard Terms and Conditions for the supply of the Products, which are hereby specifically incorporated by reference and therefore form part of this Agreement. The dealer acknowledges also that all goods remain the property of the Company until paid for in full by the Dealer, and that the Dealer is liable to pay all outstanding invoices within the terms set out in Appendix A attached.

The Company reserves the right to alter the said Terms and Conditions from time to time, such alterations being effective upon thirty (30) days written notice to the Dealer. Any changes so notified shall apply to any order received from the Dealer that is postmarked or dated more than thirty (30) days following the data of written notice.

10. Payments

The Dealer acknowledges by signature to this agreement that the Dealer will pay all invoices for goods received from the Company within the terms laid out in Appendix A attached.

12. Governing Law

For the purpose of this Agreement and all documents related or incorporated thereto, any dispute or disagreement between the parties shall be resolved and shall be binding under the jurisdiction of Italian Law.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first written above.

For and on behalf of the Company
(Etere Srl)

Signature:

Name: (print)

Title:

Date:

Enclosures: Appendix A

For and on behalf of the Reseller
(Dealer Name)

Signature:

Name: (print)

Title:

Date:

Dealer Agreement: Appendix A

Terms of business

Supply of Goods

The Company supplies all goods on the basis of EX WORKS. The Dealer therefore accepts the cost of transportation and insurance of the goods.

The cost of transportation of goods for demonstration, loan, or goods supplied on a "sale of return" basis shall be shared by the Company and the Dealer, the cost of supply being borne by the Company, and the cost of returning the goods by the Dealer.

All goods remain the property of the Company until payment has been received in full by the Company, including any equipment, software or other matter supplied by the Company for the purposes of loan, demonstration, and sale or return.

Payments

Payment terms for goods supplied to the Dealer are net 30 days from the date of invoice, unless specifically notified in writing by the Company.

The Company reserves the right to levy interest payable on all unpaid invoices which remain unpaid for longer than the 30 day period. The interest rate shall be 3% above the Bank of Italy base lending rate current at the day upon which the invoice becomes outstanding for more than 30 days. Interest shall be added upon each further 30 day period that the invoice remains unpaid.

Requests for loan or demonstration equipment

Any request by the Dealer for goods to be supplied on loan or for demonstration must be accompanied by a valid purchase order from the Dealer for the goods.