

PARTNER Agreement



THIS PARTNER AGREEMENT ("Agreement") is made as of by and between Hanwha Vision America Inc.
a New Jersey Corporation having its principal offices at 500 Frank W. Burr Blvd., Suite 43, Teaneck, NJ 07666 "Hanwha Vision") and
located at ("DEALER"), with respect to the following:

- A.** Hanwha Vision is a wholly-owned subsidiary of Hanwha Techwin Co. Ltd. of 6, Pangyo-ro 319 beon-gil, Bundang-gu, Seongnam-si, Gyeonggi-do, 13488, Korea ("Hanwha Vision") and is responsible for the marketing, sales and support of all "Hanwha Vision Products" in North America.
- B.** The objective of the PARTNER Program is to foster good market penetration for Hanwha Vision Products throughout North America by partnering with companies to be "PARTNER" which can adequately service markets throughout their area of primary business.
- C.** Dealer wishes to become a PARTNER for Hanwha Vision products and Hanwha Vision is willing to appoint dealer as a PARTNER of Hanwha Vision products, all on the terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows:

1. Appointment of Dealer as Hanwha Vision PARTNER

Hanwha Vision hereby appoints dealer as a Hanwha Vision PARTNER and dealer hereby accepts such appointment.

2. Term of Agreement

The term of this Agreement (the "Term") shall commence on the date of this agreement and shall continue until terminated pursuant to Section 5 below.

3. Purchase of Hanwha Vision Products

During the Term, PARTNER will purchase Hanwha Vision Products directly through Hanwha Vision's AUTHORIZED DISTRIBUTORS. All terms and conditions of any sale of Hanwha Vision Products will be pursuant to the Terms and Condition of Sale via the AUTHORIZED DISTRIBUTORS within Hanwha Vision's Partner program. The prices at which PARTNER shall purchase Hanwha Vision Products will be based on Hanwha Vision published set price through our AUTHORIZED DISTRIBUTORS according to the level of the PARTNER.

4. Hanwha Vision Sponsored Training Programs

Hanwha Vision in its sole and absolute discretion may provide without charge to the PARTNER certain training programs for PARTNER's staff and sales people.

5. Termination of Contract

This Agreement shall terminate under the following circumstances:

- **5.1.** Upon mutual agreement of the parties here to.
- **5.2.** By either party here to upon 30 days prior notice to the other party.

6. Definitions

As used in this Agreement for following terms shall have the following meanings:

- **6.1.** "Hanwha Vision PARTNER" shall mean a Person who pursuant to an agreement between Hanwha Vision and such Person is authorized to sell and market Hanwha Vision Products.
- **6.2.** "Person" shall mean any individual, corporation, Limited Liability Company, partnership, association, trust or other entity.
- **6.3.** "Hanwha Vision Products" shall mean all security and surveillance products manufactured by or for Hanwha Vision which appear on Hanwha Vision's list price list and which are sold in North America. PARTNER acknowledges and agrees that Hanwha Vision in its sole and absolute discretion may from time to time (i) modify the price list of Hanwha Vision Products by adding to or deleting from said list specific products and/or (ii) change or modify any of the Hanwha Vision Products.

7. Notices

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made (i) as of the date delivered, if delivered personally or if sent by facsimile or e-mail, provided that the facsimile or e-mail is promptly confirmed by written confirmation sent by registered or certified U.S. mail (postage prepaid, return receipt requested), or (ii) three (3) days after being mailed, if mailed by registered or certified U.S. mail (postage prepaid, return receipt requested) to the parties hereto at the addresses set forth under the signature "blocks" on the signature page of this Agreement (or at such other address for a party as shall be specified by like notice, except that notices of changes of address shall be effective upon receipt).

8. Entire Agreement; Modification

This Agreement (together with the other documents specifically referred to herein) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and undertakings, both written and oral, with respect to the subject matter hereof. This Agreement may not be amended or modified except by an instrument in writing signed by all parties hereto.

9. Counterparts

This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

10. Governing Law; Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the state of New Jersey without giving effect to that state's choice of law rules.

11. Attorneys' Fees

In the event any suit is brought by any party hereto to enforce the terms of this Agreement, the prevailing party shall be entitled to the payment of its reasonable attorney's fees and costs, as determined by the judge of the Court.

12. Successors in Interest

This Agreement may not be assigned or transferred by any party hereto without the prior written consent of all other parties hereto, except in connection with the sale of all or substantially all of the assets and properties of Hanwha Vision or the merger, or other reorganization of Hanwha Vision. Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and permitted assigns of any of the parties to this Agreement.

13. Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible.

14. Further Assurances

Each party will execute and delivery such further documents and take such further actions as may be reasonably required to carry out the intent and purpose of this Agreement.

Hanwha Vision: Hanwha Vision America Inc.

By:

Hanwha
Vision:

500 Frank W. Burr Blvd., Suite 43, Teaneck, NJ 07666, Fax: 201-373-0124

PARTNER: Signature:

Title:

Address:

Phone:

Email:

Non-Disclosure Agreement



This Non-Disclosure Agreement (the "**Agreement**") is entered into this _____ day of _____, 20____ between and among Hanwha Techwin America Inc. ("Company") with offices located at 500 Frank W. Burr Blvd., Suite 43, Teaneck, NJ 07666, and ("Potential Business Partner") _____, having its principle place of business _____

WHEREAS, Company and Potential Business Partner wish to exchange certain confidential and proprietary information, written and oral, relating to their strategies in connection with the Company's businesses, products, assets and operations for the purpose of evaluating the merits of a potential transaction or business relationship between the parties (the "**Confidential Material**")

NOW WHEREFORE, Company and Potential Business Partner agree to share and/or exchange such confidential and proprietary information and materials subject to terms and conditions set forth below:

1. The parties agree: (a) not to use any Confidential Material or notes, summaries, or other material derived (collectively, "**Notes**") except to determine whether to enter into a contracting or other similar transaction or business relationship with one another (the "**Transaction**") and the terms thereof; (b) not to disclose any Confidential Material or Notes other than to those officers, directors, employees, advisors and representatives (collectively, "**Representatives**") with a need to know the information contained therein; provided, that such Representatives shall have agreed to be bound by the terms of this Agreement; and (c) not to disclose that the Confidential Material, or that the parties may be considering a Transaction of have had, are having or propose to have any discussions with respect thereto. For purposes of this Agreement, the term "**Disclosing Party**" shall refer to and include the party disclosing the Confidential Material. The term "**Recipient**" shall refer to and include the party to whom disclosure of the Confidential Material is made.
2. This Agreement shall be inoperative as to particular portions of the Confidential Material if such information (i) becomes generally available to the public other than as a result of a disclosure by the Recipient of any Representatives of the Recipient in violation of this Agreement, (ii) was available to the Recipient on a non-confidential basis prior to its disclosure to the Recipient by the Disclosing Party of its Representatives, or (iii) becomes available to the Recipient on a non-confidential basis from a source other than the Disclosing Party or its representatives when such source is entitled, to the best of the Recipient's knowledge, to make such disclosure.
3. Until such time as an agreed Transaction may be finalized and unless expressly authorized in writing to do so, neither party shall disclose to any third party, including but not limited to the customers of the other party, the fact that discussions concerning the Transaction are underway between Company and Potential Business Partner.
4. Either party may elect at any time to terminate further access by the other to the Confidential Material. Upon any such termination, the Recipient agrees to promptly (and in any case within 14 days of such request) return to the Disclosing Party or destroy all Confidential Material, and confirm in writing that all such material has been either returned or destroyed in compliance with this Agreement. Both parties further acknowledge that no such termination will affect their obligations hereunder of those of their Representatives, all of which obligations shall continue in effect for the term of this Agreement.
5. If requested or required (by oral questions, interrogatories, requests for information, subpoena, civil investigative demand, or similar process) to disclose any Confidential Material or Notes, the Recipient agrees to provide the Disclosing Party with prompt written notice of such request so as to allow the Disclosing Party to seek an appropriate protective order and/or waive compliance with the provisions of this Agreement.
6. Each party acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this Agreement and that the Disclosing Party may be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.
7. No license, right or other interest in the Confidential Material shall be deemed to exist or to have been granted to the Recipient or the Recipient's Representatives by virtue of this Agreement or the disclosure of the Confidential Material hereunder. Each party acknowledges and agrees that the Disclosing Party makes no representation, warranty or other assurance as to the accuracy, completeness or sufficiency of the Confidential Material.

8. Nothing in this Agreement shall obligate either party to enter into a Transaction with the other or to negotiate in good faith regarding a Transaction.
9. This Agreement shall be governed by and construed in accordance with the laws of the state of New Jersey without regard to conflict of law principles (that might dictate the application of the laws of another jurisdiction). The parties hereto submit to the jurisdiction of the courts of New Jersey in respect of any matter of thing arising out of this Agreement of pursuant thereto.
10. The term of this Agreement shall be two (2) years from the date first set out above.

WHEREFORE, the parties have caused the Agreement to be executed by their duly authorized representatives as of the date first written above.

Company name:

Hanwha Vision America

Company name:

Signed by:

Signed by:

Name:

Thomas R. Cook

Name:

Title:

Title:

Senior Vice President of Sales, N.A.