

## Authorized Regional Distributor Reseller Agreement

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

**A.** Hanwha Vision is a wholly-owned subsidiary of Hanwha Vision 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, including the development and support of a North American REGIONAL DISTRIBUTOR program for Hanwha Vision Products (the "Regional DISTRIBUTOR Program").

**B.** The objective of the REGIONAL DISTRIBUTOR Program is to (i) foster good market penetration for Hanwha Vision Products throughout North America by selecting companies to be "Authorized Hanwha Vision Regional DISTRIBUTOR" which can adequately service markets throughout their area of primary business.

**C.** Regional Distributor wishes to become an authorized REGIONAL DISTRIBUTOR for Hanwha Vision products and Hanwha Vision is willing to appoint REGIONAL DISTRIBUTOR an authorized REGIONAL DISTRIBUTOR of Hanwha Vision Products, all on the terms and conditions set forth below.

### NOW, THEREFORE, the parties agree as follows:

- 1. Appointment of Regional Distributor as an Authorized Hanwha REGIONAL DISTRIBUTOR:** Hanwha Vision hereby appoints REGIONAL DISTRIBUTOR an Authorized Hanwha Vision REGIONAL DISTRIBUTOR in the United States including territories and possessions and REGIONAL DISTRIBUTOR hereby accepts such appointment.
- 2. Term of Agreement:** The term of this Agreement (the "Term") shall commence on the date first above written and shall continue until terminated pursuant to **Section 6** below.
- 3. Purchase of Hanwha Vision Products:** During the Term, REGIONAL DISTRIBUTOR will purchase Hanwha Vision Products through Hanwha Vision. All terms and conditions of any sale of Hanwha Vision Products will be pursuant to this Agreement. The prices at which REGIONAL DISTRIBUTOR shall purchase Hanwha Vision Products will be based on Hanwha Vision published price lists provided by Hanwha Vision.
  - 3.1.** If Hanwha Vision decreases its prices or increases the discounts available to regional distributors, REGIONAL DISTRIBUTOR will be given credit for the difference in the cost for all Hanwha Vision Products in REGIONAL DISTRIBUTOR's inventory, or in transit as of the date of the price decrease or increase in discounts. All unshipped Hanwha Vision Products will be billed at the lower cost.
  - 3.2.** If a Product is discontinued from the line, or obsoleted by a new product from Hanwha Vision, Hanwha Vision shall provide REGIONAL DISTRIBUTOR at least thirty (30) days prior written notice of such occurrence and REGIONAL DISTRIBUTOR may return its inventory of that product for full credit as long as returned within 90 days from notice on latest price sheet and an offset purchase order is provided for Product that has a direct replacement. The value of these returns shall not be subject to nor count toward the limitations, if any, in **Section 22** of this Agreement. REGIONAL DISTRIBUTOR shall pay all freight charges and be responsible for the return of Hanwha Vision Product under this section.
  - 3.3.** Hanwha Vision will make best effort to notify REGIONAL DISTRIBUTOR of price changes in writing, at least thirty (30) days before such prices take effect. If Hanwha Vision's price for any Product is increased, the increased price shall apply to any order placed by REGIONAL DISTRIBUTOR after the effective date of the new price.
- 4. Credit Offered by Hanwha Vision:** Hanwha Vision may, but shall not be obligated to, extend credit to REGIONAL DISTRIBUTOR, and Hanwha Vision may, in its discretion, modify or withdraw at any time credit terms extended by it to REGIONAL DISTRIBUTOR. In the event that at the time Hanwha Vision accepts an order from REGIONAL DISTRIBUTOR for Hanwha Vision Products there is no credit available under REGIONAL DISTRIBUTOR's existing credit line with Hanwha Vision or otherwise, REGIONAL DISTRIBUTOR may only purchase Hanwha Vision Products on a CIA basis.
- 5. Hanwha Vision Sponsored Training Programs & other Hanwha Vision Information:** Hanwha Vision in its sole and absolute discretion may provide without charge to REGIONAL DISTRIBUTOR certain training programs for Regional Distributor's staff and salespeople. Additionally, Hanwha Vision will provide REGIONAL DISTRIBUTOR other information as reasonably necessary to regionally distribute Products including but not limited to the following information:

**A.** Hanwha Vision shall apply best efforts to provide anticipated ship date for accepted PO's and Hanwha Vision shall provide notice to REGIONAL DISTRIBUTOR of any changes to the estimated delivery date.

**B.** Hanwha Vision agrees to provide information necessary to manage Hanwha Vision's SKU's for Products in an electronic format reasonably determined by REGIONAL DISTRIBUTOR.

**C.** Hanwha Vision shall apply best efforts to provide REGIONAL DISTRIBUTOR with lead times for product delivery for all SKU's sold by REGIONAL DISTRIBUTOR and Hanwha Vision agrees to keep such lead times current. Hanwha Vision agrees to provide such lead times and updates in an electronic format reasonably determined by REGIONAL DISTRIBUTOR.

**6. Termination of Contract:** This Agreement shall terminate under the following circumstances:

**6.1.** By either party hereto for convenience upon 30 days prior written notice to the other party.

**6.2.** By either party upon notice to the other party that that party is in material breach of this Agreement, which breach was not cured with thirty (30) days (ten (10) days if a payment default by REGIONAL DISTRIBUTOR), of the breaching party's receipt of a notice from the non-breaching party, specifying in reasonable detail the alleged breach. A material breach of this Agreement by REGIONAL DISTRIBUTOR shall include, without limitation: (i) a failure to pay any undisputed invoice of Hanwha Vision when due, (ii) repeated complaints regarding REGIONAL DISTRIBUTOR from Customers of REGIONAL DISTRIBUTOR.

Upon termination of this Agreement, REGIONAL DISTRIBUTOR may during the three (3) month period immediately after such termination sell any remaining inventory of Hanwha Vision Products which it then has on hand. After such three month period, if termination is by Hanwha Vision without cause or REGIONAL DISTRIBUTOR with cause, REGIONAL DISTRIBUTOR may return any Hanwha Vision Products in its inventory for cash provided the Hanwha Vision Products are factory sealed, not EOL and Hanwha Vision shall pay all freight charges. If termination is by REGIONAL DISTRIBUTOR without cause or Hanwha Vision with cause, Hanwha Vision will accept returns of at least 50% of the existing factory sealed, not EOL inventory with no and REGIONAL DISTRIBUTOR will pay all freight charges and be responsible for such returns. Upon termination of this Agreement pursuant to this **Section 6**, neither party shall be liable to the other for compensation or for damages of any kind or character whatsoever, whether on account of the loss by Hanwha Vision or REGIONAL DISTRIBUTOR of present or prospective profits on sales or anticipated sales, or in connection with the establishment, development or maintenance of either party's business, or on account of any other cause or thing whatsoever. Termination shall not affect the rights or liabilities of the parties with respect to product sold under this Agreement prior to the date of termination, or any indebtedness then owing by either party to the other.

**7. Definitions:** As used in this Agreement for following terms shall have the following meanings:

**7.1. "Authorized Hanwha Vision REGIONAL DISTRIBUTOR"** shall mean a Person who pursuant to an agreement between Hanwha Vision and such Person is authorized to sell and regionally distribute Hanwha Vision Products.

**7.2. "Customer"** means any party that purchases, licenses or leases an Hanwha Vision Product from REGIONAL DISTRIBUTOR or REGIONAL DISTRIBUTOR Affiliate.

**7.3. "DFI"** means a deduction taken by REGIONAL DISTRIBUTOR from Hanwha Vision's invoice corresponding to a credit issued by Hanwha Vision or due REGIONAL DISTRIBUTOR in accordance with **Section 17.1** below.

**7.4. "Person"** shall mean any individual, corporation, Limited Liability Company, partnership, association, trust or other entity.

**7.5. "Hanwha Vision Products"** shall mean all [security and surveillance] products manufactured by or for Hanwha Vision which appear on "Schedule A" addendum and which are distributed in North America on the most current Hanwha Vision price list provided to the regional distributor. REGIONAL DISTRIBUTOR 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.

**7.6. "Technical Support"** shall mean technical advice provided to end users by telephone or if necessary, by field visits as necessary to enable end users to properly and effectively use Hanwha Vision products.

- 8. 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, provided that the facsimile is promptly confirmed by written confirmation sent by registered or certified U.S. mail (postage prepaid, return receipt requested), (ii) e-mail or (iii) 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).
- 9. 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. Any purchase order issued by REGIONAL DISTRIBUTOR for Hanwha Vision Products during the term of this Agreement shall be governed by the terms of this Agreement, even if such purchase order has T&Cs on it or does not reference this Agreement.
- 10. 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.
- 11. Dispute Resolution:** The parties will initially seek informal resolution of any dispute by escalating it to senior management. Each party will honor all reasonable requests for non-privileged information related to the dispute. If the dispute is not resolved within thirty days, either party may proceed to litigation.
- 12. Governing Law; Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to that State's choice of law rules and shall not be governed by the Convention on the International Sale of Goods. If any dispute or controversy shall arise with respect to this contract, such dispute or controversy may only be brought for resolution in state or federal courts located in State of New York. REGIONAL DISTRIBUTOR and Hanwha Vision hereby consent to the exclusive jurisdiction and venue of such courts, and agree that they shall not contest or challenge the jurisdiction or venue of such courts.
- 13. Attorney's 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.
- 14. 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 either party or the merger, or other reorganization of either party. 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.
- 15. 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.
- 16. Further Assurances:** Each party will execute and deliver such further documents and take further actions as may be reasonably required to carry out the intent and purpose of this Agreement.

## 17. Invoicing and Payment

**17.1.** At the time of Product delivery, Hanwha Vision will issue an invoice in U.S. dollars, to the address on REGIONAL DISTRIBUTOR's PO, bearing REGIONAL DISTRIBUTOR's PO number, the Hanwha Vision part number(s), description(s), and price and payment terms as specified in this Agreement. For any Boxed Product Hanwha Vision ships directly to a Customer or End User, Hanwha Vision will also provide in the invoice, no later than five (5) days after it ships the Product, the freight carrier name, the bill of lading number or the corresponding tracking number or service level indicator and the ship date. Hanwha Vision agrees to provide invoices to REGIONAL DISTRIBUTOR within sixty (60) days of the delivery date or waive its right to invoice and collect any amounts related to that Product. Payment terms for the initial order of each Product offered by Hanwha Vision will be net forty-five (45) days from the invoice date. Payment terms for subsequent orders, net forty-five sixty (45) days from the invoice date. The payment date will be the payment postmark date. REGIONAL DISTRIBUTOR will not be in default for any DFI taken in accordance with the mutually agreed upon DFI process established by the parties outside of this Agreement.

**17.2.** The parties will reconcile all accounting issues related to this Agreement on a regular basis. The parties agree that each party must notify the other of any accounting claim arising under this Agreement within one (1) year from the date of the transaction that gave rise to the claim or the right to assert the claim will be waived, if not waived previously under this Agreement.

**18. Delivery:** Hanwha Vision will only ship Products according to a REGIONAL DISTRIBUTOR PO. Hanwha Vision will ship products in the following manner:

SHIPMENT DESTINATION	SHIPMENT ORIGIN	INCOTERMS (2010) SHIPPING TERM	RESPONSIBLE FOR FREIGHT	RESPONSIBLE FOR CUSTOMS, DUTIES & TAXES
U.S.	U.S.	FCA Destination	Hanwha Vision	N/A

**18.1.** Title and risk of loss in the Products will pass to REGIONAL DISTRIBUTOR upon receipt and acceptance at the destination. With the exception of carrier selection, Hanwha Vision agrees to comply with REGIONAL DISTRIBUTOR's Vendor Routing and Packaging Guide, as may be amended from time to time at REGIONAL DISTRIBUTOR's sole discretion, which is incorporated in the Agreement by reference, and which includes, among other things, mode of transport and product marking requirements (the "**Routing Guide**"). By agreement of the parties, any requested for expedited shipments by Ingram Micro shall be at Ingram's expense. Direct shipments from a Hanwha Vision location outside of: (i) the U.S. to U.S. Customers or End Users will not be permitted unless Hanwha Vision agrees to comply with REGIONAL DISTRIBUTOR's Direct-Ship Shipment Instructions, as included in the Routing Guide.

**18.2.** Product damaged in transit to a REGIONAL DISTRIBUTOR'S designated warehouse shall be handled as follows:

**A.** Any inbound shipments that have visible damage as defined in the Routing Guide will be refused.

**B.** For shipments where concealed damage is discovered after receipt of such shipment, REGIONAL DISTRIBUTOR will notify Vendor of such damage Product including details and pictures. REGIONAL DISTRIBUTOR will request an RMA to return such damaged Product to Hanwha Vision for credit.

## 19. Warranty / Defective (including any Product not resalable) returns

**19.1.** Hanwha Vision warrants that Hanwha Branded Products will be new and warranted under normal use to be free from any and all defects in design, materials and workmanship; to conform strictly to the specifications and approved samples; to be free and clear of all liens and encumbrances; and to be fit and sufficient for the purpose intended for a period of three (3) years from the date of delivery to the end user or such longer period as may be specified in Hanwha Vision's warranty. Such warranty shall run to REGIONAL DISTRIBUTOR and its customers and shall continue in full force and effect and Hanwha Vision shall not be relieved of such warranty by REGIONAL DISTRIBUTOR's inspection of or payment for the Hanwha Vision Products. Hanwha Vision further warrants that it will comply with all applicable laws, rules, regulations and orders with respect to the manufacture and sale of the Hanwha Vision Products in the applicable jurisdiction(s); and any other applicable standards then in effect in the country where such material has been imported, or from which such material has been exported. For additional details on Hanwha Vision warranty policy refer to <https://hanwhavisionamerica.com/sales/warranty/>

**19.2. Defective/Non-resaleable Returns.** For all Customer return requests, REGIONAL DISTRIBUTOR, refer its Customer directly to Hanwha Vision website: <https://hanwhavisionamerica.com/support/>. If Hanwha Vision approves an RMA for credit, Hanwha Vision will notify the designated REGIONAL DISTRIBUTOR contact with the RMA number and any other agreed upon information. Upon Hanwha Vision's receipt of such Product, Hanwha Vision shall notify REGIONAL DISTRIBUTOR and REGIONAL DISTRIBUTOR shall pass such credit through to the Customer. In the event a defective/non-resalable Product is returned to REGIONAL DISTRIBUTOR without an RMA, Hanwha Vision will work with REGIONAL DISTRIBUTOR to disposition such Product for credit subject to case-by-case review and final approval by Hanwha Vision.

**20. Trademarks and Copyrights:** Hanwha Vision hereby assigns to REGIONAL DISTRIBUTOR the right to use its trademarks and copyrights for the sale of each Hanwha Vision Product covered during the life of this Agreement (with Hanwha Vision's prior written approval)

**21. Force Majeure:** If either party is prevented from performing or is unable to perform any of its obligations under this Agreement due to acts of God, acts of civil or military authorities, riots or civil disobedience, wars, strikes or labor disputes, or fires, that party's performance shall be excused and the time for performance shall be extended accordingly provided that such party immediately takes all reasonably necessary steps to resume full performance. Notwithstanding the foregoing, either party may terminate this Agreement if such performance is delayed for more than fifteen (15) days.

## **22. RETURNS**

**22.1. Stock Balance Returns:** REGIONAL DISTRIBUTOR may return up to 5% of the prior quarter's purchases 4 times per 12 months. This right to return is conditioned on the Product being in new condition and having an offsetting PO placed. Such Hanwha Vision Product returns shall be credited at the Hanwha Vision Products original invoice price (less any price protection credits previously issued). REGIONAL DISTRIBUTOR shall pay all shipping cost to a domestic location and be responsible for such Hanwha Vision Product until it is delivered.

**22.2. Defective/Non-resaleable Returns:** Such Hanwha Vision Product returns shall be in accordance with **Section 19.2** above.

**22.3. Discontinued/Obsolete Returns:** Such Hanwha Vision Product returns shall be in accordance with **Section 3.2** above.

**22.4. Post Termination:** Such Hanwha Vision Product return rights are in accordance with **Section 6** above.

## **23. Return Merchandise Authorization**

**23.1.** With the exception of returns made under **Section 19 (Warranty)** of this Agreement, factory authorization to return a Hanwha Vision Product for any reason shall be issued by Hanwha Vision in a reasonable period of time. This includes incorrect merchandise or over shipments. Upon REGIONAL DISTRIBUTOR's request Hanwha Vision shall issue a Return Material sent without authorization may be returned to sender.

**23.2.** All Hanwha Vision Products under a purchase order are returnable pursuant to **Sections 3.2, 6, 22.1 and 23.1** unless the Hanwha Vision Product has custom or special features and is identified in writing as "non-returnable" prior to REGIONAL DISTRIBUTOR's delivery of the purchase order to Hanwha Vision.

**24. Product Indemnities:** Notwithstanding anything herein to the contrary, Hanwha Vision shall protect, defend, hold harmless and indemnify REGIONAL DISTRIBUTOR and REGIONAL DISTRIBUTOR's agents from and against any and all claims, actions, liabilities, losses, costs, damages, and expenses (a) arising out of any actual or alleged death of or injury to any person, damage to any property, or any other damage, loss, cost or expense, by whomsoever suffered, resulting or claimed to result in whole or in part from the use of any such Hanwha Vision Products, any actual or alleged defect in such Hanwha Vision Products, whether latent or patent, including actual or alleged improper construction or design of such Hanwha Vision Products or the failure of such Hanwha Vision Products to comply with specifications or with any express or implied warranties, (b) arising out of any actual or alleged violation by any such Hanwha Vision Products, or their manufacture, possession, use or sale, of any laws, statute or ordinance or any governmental administrative order, rule or regulation, or (c) arising out of any actual or alleged infringement of any United States or foreign patent, copyright, trademark or any other intellectual property right by any Product sold to REGIONAL DISTRIBUTOR here under.



- 25. Limitation of Liability:** EXCEPT FOR HANWHA VISION'S INDEMNITY OBLIGATIONS, WARRANTY AND CONFIDENTIALITY OBLIGATIONS IN THIS AGREEMENT, AND EXCEPT TO THE EXTENT ARISING FROM BODILY INJURY OR DEATH, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR LOST PROFITS OR LOST BUSINESS, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 26. Insurance:** Hanwha Vision shall obtain and maintain, at its expense, a policy or policies of Products Liability Insurance, with Broad Form Seller's Endorsement naming REGIONAL DISTRIBUTOR, in such amounts and in such companies and containing such other provisions which shall be satisfactory to REGIONAL DISTRIBUTOR in amounts at least as provided in the Certificate of Insurance attached hereto as Exhibit A, covering Hanwha Vision Products sold to REGIONAL DISTRIBUTOR hereunder. All such policies shall provide that the coverage thereunder shall not be terminated without at least thirty (30) days prior written notice to REGIONAL DISTRIBUTOR. The initial Certificate of Insurance shall be provided to REGIONAL DISTRIBUTOR upon execution of this Agreement and future Certificates of Insurance shall be provided upon REGIONAL DISTRIBUTOR'S request.
- 27. Compliance with Law:** Hanwha Vision warrants that each product shall be manufactured, packaged, tagged and labeled in material compliance with, and all product literature shall be complete, accurate and materially comply with, all applicable federal, state and local laws, regulations, ordinances, administrative rules and orders. In addition, Hanwha Vision agrees to comply with all Federal Acquisition Regulations (FARs) and Executive Orders that are applicable, including, without limitation, those contained per the Federal Acquisition Regulation, as amended. Within two (2) days after receipt of REGIONAL DISTRIBUTOR's purchase order, Hanwha Vision shall provide REGIONAL DISTRIBUTOR with a written list of all hazardous or toxic substances (as those terms are defined by any applicable laws) contained in any Hanwha Vision Products identified in the purchase order. At the time of delivery, Hanwha Vision shall identify in a Material Safety Data Sheet ("MSDS") or other written statement all hazardous or toxic substances (as those terms are defined in any applicable laws) contained in any product, to the extent required by applicable laws. With the exception of such hazardous or toxic substances so identified, Hanwha Vision warrants that at the time of delivery by Hanwha Vision to REGIONAL DISTRIBUTOR each product shall contain no hazardous or toxic substances.
- 28. Confidentiality:** "Confidential Information" means either party's business and/or technical information, pricing, discounts and other information or data, regardless of whether in tangible or other form if marked or otherwise expressly identified in writing as confidential. Information communicated verbally will qualify as Confidential Information if designated as confidential or proprietary at the time of disclosure and summarized in writing within thirty (30) days after disclosure. Confidential Information excludes information that: (i) is publicly available other than by an act or omission of the receiving party; (ii) subsequent to its disclosure was lawfully received from a third party having the right to disseminate the information without restriction on its dissemination or disclosure; (iii) was known by the receiving party prior to its receipt and was not received from a third party in breach of that third party's confidentiality obligations; (iv) was independently developed by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by court order or other lawful government action, but only to the extent so ordered, provided the receiving party provides prompt written notification to the disclosing party of the pending disclosure so the disclosing party may attempt to obtain a protective order. In the event of a potential disclosure in the case of subsection (v) above, the receiving party shall provide reasonable assistance to the disclosing party should the disclosing party attempt to obtain a protective order. Each party shall protect the secrecy of all Confidential Information received from the other party with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care. Neither party shall use or disclose the other party's Confidential Information except as permitted in this **Section 28** or for the purpose of performing obligations under the Agreement. If REGIONAL DISTRIBUTOR provides end user or Customer information to Hanwha Vision, REGIONAL DISTRIBUTOR grants Hanwha Vision a non-assignable license to use that information for the sole purpose of internally determining sales compensation for Hanwha Vision's employees. Hanwha Vision agrees not to contact any Customer or end user listed in the Confidential Information for the purpose of soliciting a direct sales relationship between Hanwha Vision and such party. Hanwha Vision is not prohibited from contacting or soliciting end users or Customers identified in the information: (i) with whom Hanwha Vision already has a direct relationship; (ii) who contact Hanwha Vision of their own accord; or (iii) who are developed as prospective Customers independent of the information. The confidentiality obligations of each party will survive expiration or termination of the Agreement for a period of: (i) two (2) years after the termination of the Agreement; or (ii) five (5) years after the receipt of such Confidential

Information, whichever is greater. Upon termination of the Agreement, each party shall cease all use of the other party's Confidential Information and shall at the other party's request, either promptly return, or destroy, all Confidential Information, including any copies, in tangible form in that party's possession or under its control, including Confidential Information stored on any medium. Upon request, a party shall certify in writing its compliance with this **Section 28**.

**29. Financials:** As of the effective date of this Agreement, Hanwha Vision is a subsidiary of Hanwha Vision. As Hanwha Vision is a public company, if there is a material change in control or ownership of either party that party agrees to provide information to the other party about its financial condition upon request. Such information shall be adequate to enable a party to determine whether the other party is capable of meeting its commitments under this Agreement. REGIONAL DISTRIBUTOR further agrees to provide financial information for Hanwha Vision to establish efficient credit line available to do business on a daily basis.

**30. Import / Export Compliance and International Standards:** Hanwha Vision will perform its obligations hereunder in compliance, in all material respects, with all applicable foreign, domestic, state and local laws and regulations of all applicable foreign and domestic jurisdictions. Hanwha Vision shall provide U.S. trade (import and export) compliance information for all product including but not limited to: the U.S. Department of Commerce's Bureau of Industry and Security's (BIS) Export Control Classification Number (ECCN); Harmonized Tariff System Number or Schedule B Number; North American Free Trade Agreement (NAFTA) blanket certificate of origin (if applicable) or country of origin information; and International Traffic in Arms (ITAR) designation, if applicable. Hanwha Vision shall provide name and contact information of its export compliance subject matter expert. (Upon Request) If shipment originates outside of the U.S., such shipments shall be in accordance with **Section 18** above.

**Hanwha Vision:**

By:

Title:

Date:

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

**REGIONAL  
DISTRIBUTOR:**

Company:

By:

Name:

Title:

Phone:

Address:

Date: