



WATCHNET IoT DEALER AGREEMENT

BETWEEN:WATCHNET INC a Corporation organized under the laws of the Province of Ontario, Canada (hereinafter referred to as the “MANUFACTURER”) and the corporation registering online to resell products and services of WATCHNET IOT offerings.”(hereinafter referred to as the “DEALER”)

The Parties hereby agree as follows:

1. During the term of this Agreement, DEALER will purchase from MANUFACTURER goods or services of the sorts that MANUFACTURER, assembles, makes and/or offers for sale (such goods being referred to as “Products”), and MANUFACTURER will sell such Products to DEALER.
2. DEALER shall pay MANUFACTURER via Wire Transfer, Company Check or Visa/MasterCard payment for MANUFACTURER’s products. DEALER’S time to pay is calculated as a Net-30 term period originating from the time of Invoice. Credit card payments are subject to a 3% service charge.
3. MANUFACTURER shall ship Products to DEALER via UPS “Ground”, commonly called “Shipping method”, prepaid by DEALER. Orders over \$1000.00 and more go prepaid BY MANUFACTURER. Any other shipping method (i.e. Air or Express) MUST be clearly specified on the PO.
4. During the term of this Agreement, MANUFACTURER may determine which Products to make, assemble and/or offer for sale, provided, however, that MANUFACTURER does not withdraw from DEALER the right to purchase a Product without first giving DEALER 30 days prior notice thereof and further provided that such withdrawal is an overall business decision of MANUFACTURER resulting in the withdrawal of the particular Product from the market; and (b) always during the term of this Agreement, offers for sale to DEALER all Products manufactured, assembled, made and/or offered for sale by MANUFACTURER, except (i) for Products of a kind clearly and convincingly

outside the scope of the general purchasing habits of DEALER'S customers, and (ii) as specifically agreed in writing by the parties.

5. THE DEALER AGREES TO MAINTAIN AND REPAIR THE EQUIPMENT SOLD TO THE END USER. IN THE EVENT THE END USER REQUEST SERVICE TO WATCHNET THE MANUFACTURER WILL CONTACT THE DEALER BY PHONE / EMAIL PROVIDED TO FACILITATE THE CUSTOMER NEEDS. IN THE EVENT MANUFACTURER CANNOT CONTACT THE DEALER THE MANUFACTURER RESERVES THE RIGHT TO ASSIGN ANOTHER DEALER TO THE CUSTOMER.
6. DEALER agrees to pay one-time activation fees of \$50.00 to the MANUFACTURER for setting up the dealer account.
7. The DEALER understands and agrees that WatchNET IoT is a cloud-based platform that requires monthly subscription to visualize data from the devices and send notifications such as email, text and mobile app to their customers. Dealer agrees to pay the manufacturer a monthly subscription fee for every device they enrol and use on the cloud platform.
8. The DEALER understands and agrees that all ownership of data collected by devices and stored on WatchNET IoT platform belongs to the customer. In the event the dealer fails to pay the monthly subscription fees to WatchNET the MANUFACTURER reserves the right to contact the customer directly for input on storage , backup or delete the data collected.
9. MANUFACTURER warrants that from the date of purchase/invoice, each of the Products shall be free of defects in materials and workmanship, is merchantable and is fit for the purpose for which it is intended. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXTENDED BY MANUFACTURER TO DEALER, AND DEALER SHALL NOT MAKE ANY WARRANTY OR AFFIRMATION OF FACT IN RESPECT OF ANY PRODUCT THAT IS THE BASIS OF THE BARGAIN BETWEEN DEALER AND ITS CUSTOMER EXCEPT THAT MANUFACTURER authorized DEALER to pass on to any purchaser of the Products all warranties that MANUFACTURER makes regarding the Products (see warranty document/warranty policy).
10. MANUFACTURER further promises that the Products it sells to DEALER for resale will be: (i) properly labeled; and (ii) accompanied by instructions or other

literature in the form of either written manual or e-literature via electronic media or online representation.

11. RMA products or products deemed defective shall be issued an official RMA number. RMA numbers can be issued via technical support department or online via website. RMA via website MUST be authorized prior to return to MANUFACTURER. Defective product or product deemed D.O.A. (Dead –On-Arrival) within the first 90 day/s window can be returned to MANUFACTURER without penalty of restocking fee. D.O.A. product will be “advanced replaced” and the MANUFACTURER will assume all shipping costs. After 90 days, product deemed defective will be returned to the MANUFACTURER at DEALERS (or Clients) expense. In this case, MANUFACTURE will send repaired or replaced product (see warranty details) back to DEALER (or client) pre-paid. Any product repaired/replaced over 1 year duration must pay both shipments inbound and outgoing with no exceptions.
12. MANUFACTURER hereby licenses DEALER to use the trademarks and logos of MANUFACTURER (“MANUFACTURER Marks”) in connection with DEALER’s marketing and sale of MANUFACTURER’s products, provided such use is consistent with the standards that MANUFACTURER has maintained for the MANUFACTURER Marks and its goodwill. DEALER shall allow MANUFACTURER sufficient time to review and/or approve any such use if reasonably necessary for MANUFACTURER to protect the value of any of the MANUFACTURER Marks.
13. MANUFACTURER shall indemnify and hold DEALER harmless from all claims, losses and expenses (including reasonable legal fees, disbursements of counsel, expenses of paraprofessional and other staff, expert witness fees, consultancy fees, accounting fees and all other expenses incurred in connection with an indemnified liability) arising from DEALER’s stocking or selling the MANUFACTURER’s Products, including claims, losses and expenses resulting from product recalls, product liability and breach of warranty.
14. The Agreement shall be deemed to have been executed in the Province of Ontario, and the parties agree that in the event of any dispute the Agreement shall be governed and interpreted under the laws of the Province of Ontario without regard to conflict of laws principles. The parties hereto hereby agree that the *United Nations Convention on Contracts for the International Sale of Goods* shall not apply to this contract and it is strictly excluded. EACH OF THE PARTIES HEREBY SUBMITS TO THE PERSONAL JURISDICTION OF THE

COURTS OF THE PROVINCE OF ONTARIO FOR ALL PURPOSES CONNECTED TO THIS AGREEMENT. In addition to any venue permitted under Ontario law, the parties agree that venue is proper in Ontario.

15. No waiver, alteration or modification of these provisions is binding upon a party unless made in writing and signed by a duly authorized representative of the party sought to be charged, with such writing to contain the following language verbatim: THIS WRITING CONSTITUES A WAIVER, MODIFICATION AND/OR AMENDMENT TO A STANDARD MANUFACTURER AGREEMENT TO WHICH AT LEAST ONE OF THE UNDERSIGNED IS A PARTY.
16. The term of this Agreement is ONE (1) year and thereafter the term automatically renews for additional one (1) year terms unless terminated at the end of any such one (1) year period by either party by giving to the other not less than 60 days prior written notice of termination.
17. This Agreement encompasses the entire understanding between the parties with respect to the subject matter of this Agreement. Neither a delay in exercising a party's rights nor a party's failure to exercise their rights, nor the acquiescence of a party shall operate as a release, waiver, modification or amendment of this Agreement.
18. MANUFACTURER and DEALER both agree that any and all information typically and actually safeguarded as confidential by a party and learned by the other party shall be treated by the other party as confidential and that other party shall not disclose any of it to anyone except that other party's employees who (a) have a need to know it; and (b) are also bound to keep confidential such information.
19. All notices sent pursuant to this Agreement shall be delivered by hand to the party for which it is intended or sent by reputable overnight courier or certified or registered mail (postage or courier fee prepaid) directed to such party at the address indicated in the forepart of this Agreement, or at such other address as either party may designate by notice to the other. Any notice so mailed shall be deemed to have been received on the fifth business day after mailing; any other notice shall be deemed to have been received on the second business day after having been deposited with the courier before the cutoff time for next day delivery.
20. Neither party may assign this Agreement or any of its rights or duties to another entity without the written consent of the other party. Notwithstanding the

immediately preceding sentence, DEALER may assign all or part of its rights and duties to any affiliate of DEALER, with the effect of having DEALER and/or such affiliate(s) each being bound hereby and having all the rights set forth in this Agreement. This assignment provision is designed to enable the parties to have DEALER's related companies benefit from this Agreement. The parties and any such affiliate will execute and deliver any agreements, documents, instruments and/or certificates reasonably requested by any of them to more formally set forth the effect and intent of any such assignment.

21. Except as otherwise herein provided, the relationship between DEALER and the MANUFACTURER is intended to be and shall be that of buyer and seller, and neither party (or its employees, agents and representatives) are to be considered agents, partners, joint ventures or representatives of the other. If any term or provision of this Agreement shall to any extent be found to be invalid, void or unenforceable, the remaining terms and provisions shall nevertheless continue in full force and effect unless they substantially affect the substance of the Agreement.

22. The terms and provisions of this Agreement supersede any conflicting, additional or different terms contained in any purchase order, acknowledgement, invoice or like document sent from one party to the other.

23. HOW TO CONTACT US

If you have any questions or comments about this agreement, please contact us as follows:

Watchnet INC
351 Ferrier St #5, Markham, ON L3R 5Z2
Canada.
Phone: (416) 410-6865

This agreement contains five pages