

LINKED24 LIMITED AREA DEALER AGREEMENT–US

BETWEEN: AND: **(Dealer)**
 EYESITTER SYSTEMS CORP. **(Linked24)**
 230, 2000 Spall Rd.
 Kelowna, BC V1Y 9P6
 (250) 860-8836
 6965 El Camino Real Suite 105-554
 Carlsbad, CA 92009
 760 298-1214

**RECITALS**

Subject to the terms and conditions set forth in this Agreement, Authorized Dealer shall offer certain GPS location services to potential customers on an ongoing basis, including, but not limited to, monitoring, maintenance and other services.

Ultimate Security Products, LLC is party to the Linked24 Limited Area Master Agent Agreement Area of March 2013, under which, among other things, Ultimate is authorized to represent Linked24 and its Authorized Dealer Program.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained in this Agreement, the parties hereto agree as follows:

DEFINITIONS

1. The sale and marketing of GPS Applications for the purpose of recording uploaded GPS coordinates, analyzing such coordinates for presence or non-presence of a mobile device. (the “**Products**”).
2. LINKED24 owns various trademarks, service marks, copyrights, trade names, slogan, designs, insignia, emblems, symbols, package designs, logos and other proprietary identifying characteristics (collectively “**Marks**”).
3. LINKED24 owns or has the rights to the signs, emblems, color schemes, procedures, policies, methods, trade secrets, programs and systems (the “**LINKED24 System**”).
4. Dealer wishes, on the terms of this Agreement, to enter into the business of marketing and sale of the Products in the areas listed on Schedule “A” (the “**Initial Territories**”) and to benefit from LINKED24’s expertise and experience in its field.
5. **Direct Premium Account** shall be any account in which Dealer has acquired from its direct sales activities who is using the premium features of Linked24 (collectively “**Customer**”).
6. **Viral Account** shall mean any account that has been derived from the use of the Linked24 system by the Dealers Direct Premium account.
7. **Continuing Equity Payments** shall mean the fees paid to the Dealer described in Section 5.

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Article 1
Area Development Rights

1.1 Right to Sell.

- (a) Subject to the other terms of this Agreement, Dealer is permitted to market and sell the Products to the public in the Initial Territories;
- (b) Subject to the other terms of this Agreement, LINKED24 hereby grants Dealer a non-exclusive license to use the LINKED24 System solely for the purpose set out in subsection 1.1(a) and for no other purpose.

1.2 Term. The Original Term shall be two (2) years from the date of this Agreement (the "Term"). If the Dealer is not in breach of its obligations under this Agreement, then this Agreement, and any subsequent renewal, will automatically renew for one (1) year unless either party gives notice to the other of its intent to terminate no less than thirty (30) days before the expiry of the original Term or subsequent renewal term, as the case may be.

1.3 Use of Marks. Except as expressly authorized herein, nothing contained in this Agreement shall be construed as authorizing or permitting Dealer to use the LINKED24 System, Marks, trade names, trade marks, goodwill, manuals, plans, forms or trade secrets at any other location or for any purpose other than the sale of or the continuing service to Dealer's customers in the Initial Territories. Dealer will comply with all reasonable policies of Linked24 for the protection of Linked24's ownership of the Marks, the Products and Linked24's Confidential Information. Dealer acknowledges and agrees that the use of the Marks will be for Linked24's sole benefit, will not create rights in Dealer with respect to the Marks, and will terminate upon expiration or termination of this Agreement. All representations of the Marks that Dealer intends to use for any purpose will be submitted to Linked24 for prior written approval.

1.4 Marks. Dealer shall use the LINKED24 System and trade names, trade marks and proprietary knowledge only for use in the manner and to the extent specifically licensed by this Agreement and not in any other line of business or activity and shall not advertise, publish or circulate any documents or other printed matter relating to any Product or the sale of distributorship therefore, except as approved by LINKED24.

Article 2
Obligations of LINKED24

2.1 LINKED24 Systems. LINKED24 will provide Dealer, as it is available from time to time, exchange of information relating to the Products and additional types of products as may be authorized from time to time for sale pursuant to this Agreement, and which also constitute "Products" for all purposes herein, at such time and in such detail as LINKED24 shall deem appropriate. LINKED24 may conduct, at its discretion, research and development and any improvements to the LINKED24 System will be communicated to Dealer to be adopted by Dealer and its LINKED24 Distributors pursuant to this Agreement.

Article 3
Confidential Information

3.1 LINKED24's Property. Dealer acknowledges and agrees that the Products, including all software comprised or incorporated thereby, and all copyrights, patents and other intellectual property rights in and to the Service, in whole and in part, are proprietary to LINKED24, and that LINKED24 owns all right, title, and interest therein. Any modification to or derivative of the Service or any part thereof shall be the sole property of LINKED24.

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Any confidential information disclosed to Dealer relating directly or indirectly to the Products will remain LINKED24's property at all times and will, if disclosed in any tangible format, be returned to LINKED24 on termination of this Agreement. Dealer will not, nor allow any third party to, copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer the system or service for any purpose whatsoever. Dealer will not allow any unauthorized third party to access the Services for any purpose whatsoever. All rights not expressly granted under this Agreement are retained by LINKED24.

- 3.2 Non Disclosure.** The Parties agree that the Confidential Information is the exclusive property of LINKED24, as the case may be, and Dealer will not disclose the Confidential Information to any person without the prior written consent of LINKED24, as the case may be, which consent may be unreasonably withheld, except that the Dealer may disclose Confidential Information to its' Representatives who need to know the Confidential Information for the purpose of subsection 1.1 (a) of this Agreement. The Dealer will make all efforts to safeguard the Confidential Information from disclosure to anyone other than as permitted by this Agreement.
- 3.3 Return of Confidential Information.** Dealer will promptly return or destroy, at the option of LINKED24, and will request its Representatives to promptly return or destroy, at the option of LINKED24, all notes, memoranda, correspondence, documents or other records constituting the Confidential Information.

Article 4 Covenants of Dealer

- 4.1 Premises.** Dealer will conduct its business and maintain such premises as it may operate in strict compliance with all applicable laws, ordinances, regulations and other requirements of any federal, provincial/state, municipal or other government regulatory body and will obtain all necessary permits, licenses or other consents or approvals for the operation of its business.
- 4.2 Development.** Dealer shall devote its best efforts to establish and develop the Products in the Initial Territories during the Term and any renewals thereof. Dealer agrees to offer all its' residential security customers the Products.
- 4.3 Exclusivity.** During the Term of this Agreement and any renewals thereof, Dealer shall not engage in any other business, duties or pursuits whatsoever, directly or indirectly, which compete or are of a similar nature to the Linked24 Products. For two (2) years following the expiry or termination of the Term and all renewals thereof, the Dealer shall continue to be bound by the provisions of Article 3 ("Confidential Information"), and the Dealer shall refrain from using any Confidential Information or Linked24 Processes to manufacture products that are competitive with the Linked24 Products.

Article 5 Fees

- 5.1** During the Term of this Agreement and any renewals thereof, Dealer shall pay to Linked24, on a monthly basis, a fee for the Products provided to its' customers in the amount described on Schedule B of this agreement on a individual customer account basis. Should LINKED24 terminate this agreement for any reason other than the Dealer being in breach of this Agreement, Linked24 shall continue to provide the Products to Dealers' current Customer at the monthly rate described in Schedule "B" with a yearly rate increase of 12%.

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5.2 During the Term of this Agreement and any renewals thereof, so long as the Dealer is not in breach of its obligations of this Agreement, the Dealer shall be entitled to receive, on a monthly basis, a Continuing Equity Payment in accordance with the provisions of Schedule 'B'.

5.3 **Manner of Payment.** All payments to/from Dealer under this Agreement shall be made in the official currency of the Initial Territory. Such payments shall be made in such manner as is specified from time to time by LINKED24.

Article 6 Default

6.1 **Termination.** In addition to those events stated elsewhere in this Agreement to be events of default, the rights granted to Dealer pursuant to this Agreement may be terminated by written notice from LINKED24 to the Dealer forthwith on the happening of any one or more of the following:

:

- (a) if Dealer fails to comply with any provision of this Agreement, and does not rectify the failure within thirty (30) days of receiving written notice from LINKED24 of the failure;
- (b) if Dealer falsifies any statement or report furnished to LINKED24 or otherwise deliberately provides false information to LINKED24;
- (c) if Dealer impairs the goodwill associated with the Marks, LINKED24 System or the Company and Dealer fails to cease the practice which impairs the goodwill within Thirty (30) days of receiving written notice from LINKED24 of the practice; or
- (d) if Dealer is convicted of any criminal offense involving fraud, theft, embezzlement or moral turpitude of any kind.

6.2 **Legal and Other Fees.** Dealer will pay all legal fees, accounting fees and court costs incurred by LINKED24 in the event of a proven violation by Dealer of this Agreement.

6.3 **Remedies.** In case of a breach or a threatened breach of the terms of this Agreement by Dealer, LINKED24 shall, in addition to any other remedy it may have, and notwithstanding any other provision hereof, be entitled to an injunction restraining Dealer from committing or continuing to commit any breach of this Agreement.

Article 7 Rights and Obligations of Parties on Termination or Expiration

7.1 **Discontinue Advertising.** Dealer shall cause immediate discontinuance of all advertising or other public display or publication of the words "LINKED24".

7.2 **Payments.** Dealer will immediately pay all amounts owing to LINKED24 and its subsidiaries and affiliates.

Article 8 Relationship of Parties

8.1 **Independent Contractors.** LINKED24 and Dealer are not and shall not be considered as joint ventures, partners or agents of each other, or anything other than independent parties and neither shall have the power to bind or obligate the other except as set forth in this Agreement.

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- 8.2 No Fiduciary Relationship.** The parties' relationship created by this Agreement is not a fiduciary relationship.
- 8.3 Assignees and Subcontractors.** LINKED24 may transfer or assign this Agreement, or any right or obligation hereunder, to any other company.

Article 9 Notices

- 9.1 LINKED24 Notice.** All notices to LINKED24 required by the terms of this Agreement shall be sent by registered mail, delivery or fax, addressed to LINKED24 at its office at:

6965 El Camino Real, Suite 105-554
Carlsbad, Ca 92009

Email dealer@Linked24.com (or such other address as LINKED24 shall designate in writing).

- 9.2 Dealer Notice.** All notices to Dealer required by the terms of this Agreement shall be personally delivered to Dealer or sent by registered mail or fax, addressed to Dealer at:

Company:

Address:

City:

State:

Zip:

Contact:

Phone #:

Email Address:

- 9.3 Deemed Receipt.** Service of notice to any party by delivery or fax shall be deemed to have been received on actual receipt and, in the event of service by registered mail shall be deemed to be received five (5) business days after its posting except in the event of postal disruption in which case service by delivery or fax shall be replaced therefore.

Article 10 Interpretation and Execution of Agreement

- 10.1 Jurisdiction.** This Agreement shall be construed and interpreted in accordance with the laws of the Province of British Columbia and the parties submit to the exclusive jurisdiction of the courts of the jurisdiction in relation to all matters pursuant to or arising from this Agreement. In any action relating to this Agreement, proper venue shall lie in the courts of the Province of British Columbia.

- 10.2 Interpretation.** All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the number and gender. Captions have been inserted solely for convenience of reference and shall not be construed to affect the meaning, construction or effect of this Agreement. Any recitals above, and any exhibits or schedules referred to and/or attached hereto, are incorporated by reference into this Agreement. "Person" includes any legal entity. "Including" means including without limitation. Time is of the essence of each obligation of Dealer under this Agreement. No inference, assumption or presumption shall be drawn if a party or a party's attorney prepared and/or drafted this

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Agreement; it shall be conclusively presumed that the parties participated equally in its preparation and/or drafting. The parties have signed below voluntarily after having been advised by their respective counsel of all provisions hereof, and, in signing below, they are not relying on any inducements, promises and representations made by or on behalf of the other party except as set forth herein. This Agreement may be executed in counterparts, each of which shall be deemed an original. An executed counterpart of this Agreement transmitted by fax shall be equally as effective as a manually executed counterpart. Each party shall take all reasonable steps, and execute, acknowledge and deliver all further instruments necessary or expedient to implement this Agreement.

10.3 Entire Agreement. This instrument contains the entire agreement of the parties regarding its subject matter and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein, were made by LINKED24 and none shall be of any force or effect.

10.4 Injunctive Relief. Nothing in this Agreement shall bar LINKED24's right to obtain injunctive relief under applicable law.

Article 11 Severability and Constructions

11.1 Severability. Each section, part, term and provision of this Agreement, and any portion thereof shall be considered severable, and if, for any reason, any portion of this Agreement is determined to be invalid, contrary to or in conflict with any applicable present or future law, rule or regulation in a final un-appealable ruling issued by any court, agency or tribunal with valid jurisdiction in a proceeding to which LINKED24 is a party, that ruling shall not impair the operation of, or have any other effect on, such other portions of this Agreement as may remain otherwise intelligible (all of which shall remain binding on the parties and continue to be given full force and agreement as of the date on which the ruling becomes final).

Article 12 Written Approvals and Waiver

12.1 Approval. Whenever this Agreement requires LINKED24's prior approval or consent, Dealer shall make a timely written request therefore, and such approval must be obtained in writing. LINKED24 will also consider, in its sole, absolute discretion, other reasonable requests individually submitted in writing by Dealer for LINKED24's consent to a waiver of any obligation imposed by this Agreement. LINKED24 makes no warranties or guarantees on which Dealer may rely, and assumes no liability or obligation to Dealer, by providing any waiver, approval, consent or suggestion to Dealer in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefore. Any waiver granted by LINKED24 shall be without prejudice to any other rights LINKED24 may have, will be subject to continuing review by LINKED24, and may be revoked, in LINKED24's sole discretion, at any time and for any reason, effective on LINKED24's receipt of written or telexed notice.

12.2 Waiver. LINKED24 shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including its right to demand Dealer's exact compliance with every term, condition and covenant herein, or to declare any breach thereof a default and to terminate this license before the expiration of its Term), by virtue of any custom or practice of the parties at variance with the terms hereof, any failure by LINKED24 to demand strict compliance with this Agreement, any waiver, forbearance, delay, failure or omission by LINKED24 to exercise any right, power or option, whether of the same, similar or different nature, against Dealer or LINKED24's other ventures, or the acceptance by LINKED24 of any payments due from Dealer after any breach of this Agreement.

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Executed and delivered.

EYESITTER SYSTEMS CORP.

Per: _____

Print Name: John Michael Hoffe

Title: President

Date: _____

DEALER

Company Name:

Per: _____

Print Name:

Title:

Date: _____

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“Schedule “A”

Initial Territory

Dealer Code

Location

United States of America

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“Schedule B”

- 1) Dealer shall pay \$2.50 per Direct Residential Customer Account per month in advance;
- 2) Dealer shall pay \$7.50 per Direct Commercial Customer Account per month in advance;
- 3) Each Residential Customer account shall be allowed a maximum of 10 devices;
- 4) Each Commercial Customer account shall be allowed a maximum of 100 devices.
- 5) Linked24 will provide the Products for the initial 1 Month of each new Direct Customer Account at no charge;
- 6) Ongoing online or telephonic sales support;
- 7) Ongoing online or telephonic training on all procedures and support;
- 8) Ongoing document and forms;
- 9) Upon request, LINKED24 will provide link code for Dealer’s web site;
- 10)** Linked24 shall provide Dealer Branded Apps all available Platforms.

Continuing Equity Payment:

Dealer shall receive the net funds received by Linked24 via the Dealers’ viral account (s) less any merchant charges and Linked24 Product fees of:

Residential

- \$2.50 per month for a monthly Residential Account subscription. (\$30.00 Annually)

Commercial

- \$7.50 per month for a monthly account subscription. (\$90.00 Annually)

Production Target:

Dealer shall deliver to Linked24 a minimum of Five (5) Customer Accounts per quarter.

Initial Dealer Set Up Fee:

Dealer shall remit a fee of \$600.00 for the support costs associated in providing #2, #6 and #7 of above and development of initial marketing materials, setup, and Dealer training.

Dealer acknowledges the set up fee IS NOT a franchise fee.

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