



ALG Defense, Inc.
800 East Walnut Street
North Wales, PA 19454
Tel: (610) 635-8937
Fax: (484) 388-4373

RESELLER AGREEMENT

This Reseller Agreement ("Agreement") is entered into and effective as of the date of last signature by and between ALG Defense, Inc., a Pennsylvania corporation, having a principal place of business at 800 East Walnut Street, North Wales, PA, 19454, ("ALG") and _____(Company) having a principal place of business at

(Address)

GENERAL INFORMATION

As an authorized reseller of ALG products, Company is hereby informed that all ALG products and advertisements are covered in whole or in part by ALG Intellectual Property (IP), including patents, trademarks, trade dress and copyrights. All ALG IP is owned and/or exclusively licensed to ALG. As an authorized reseller of ALG products, Company only has the right to use this IP as a non-exclusive sub-licensee to sell, offer for sale, advertise or otherwise market ALG products. Any other use of ALG IP will be deemed an infringement.

MINIMUM PURCHASE ORDER

For Tier 1 pricing Company must place an initial trial/T&E order of \$5,000. Once an initial order is filled, in order to retain Tier 1 status and enjoy Tier 1 pricing, Company must place orders with a minimum purchase price of \$2,500 (calculated at Tier 1 prices). In order to retain Tier 2 status and enjoy Tier 2 pricing, Company must place orders with a minimum purchase price of \$250 (calculated at Tier 2 prices).

COMPLIANCE WITH U.S. EXPORT LAWS: RESTRICTED PRODUCT SALES

Exports of ALG products may be subject to the export laws of the United States, including the United States International Traffic in Arms Regulations (ITAR), the Export Administration Regulations, the Export Administration Act, the Trading with the Enemy Act, and the International Emergency Economic Powers Act. Company shall not export, re-export, disclose or transfer any ALG product without compliance with these and any other applicable laws and regulations. Company acknowledges that the acquisition, possession, transfer and export of certain ALG products are subject to various Governmental Requirements. Company agrees that it will abide by all laws and regulations concerning any restricted product.

This Agreement consists of this document, its Reseller Order Worksheet and the instruments and documents to the extent described or referenced herein and therein (all of which by this reference are incorporated into and made a part of this Agreement) and constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous understandings, relating to its subject matter. This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitutes but one and the same instrument. The individual executing this Agreement on behalf of Company represents and warrants to ALG that he or she has been duly authorized by Company and applicable law to execute this Agreement on behalf of Company, and that Company is identified below by its full legal name (which, if an entity, appears on its instrument of formation).

As of the day cited below, the Party enters into the Agreement as evidenced by the signature of their respective duly authorized representative below.

Signature: _____

Company Name: _____

Name: _____

Date: _____

Title: _____