

## CERTIFIED TECHNICIAN AGREEMENT

READ THIS CERTIFIED TECHNICIAN AGREEMENT (“**AGREEMENT**”) BEFORE AGREEING TO THE TERMS OF BECOMING A TOP KONTROL CERTIFIED TECHNICIAN. THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU (INDIVIDUAL OR ENTITY, “**CERTIFIED TECHNICIAN**”) AND SECURETECH INNOVATIONS, INC. (“**SECURETECH**”) GOVERNING THE TERMS AND COVENANTS OF BEING A TOP KONTROL CERTIFIED TECHNICIAN. COMPLETING THIS AGREEMENT BY CLICKING “I AGREE” BELOW INDICATES YOUR ACCEPTANCE OF THIS AGREEMENT IN ITS ENTIRETY. THIS AGREEMENT IS NON-TRANSFERRABLE.

THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN CERTIFIED TECHNICIAN AND SECURETECH, AND IT SUPERSEDES ANY PRIOR AGREEMENT, PROPOSAL, REPRESENTATION, OR UNDERSTANDING BETWEEN THE PARTIES. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, HIT “CANCEL” NOW AND DISCONTINUE THIS PROCESS IMMEDIATELY.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS AGREEMENT, CONTACT SECURETECH AT [sales@topkontrol.com](mailto:sales@topkontrol.com), OR CALL 651-317-8990.

### 1. APPOINTMENT AS NON-EXCLUSIVE TOP KONTROL CERTIFIED TECHNICIAN

- 1.1 Subject to the terms and conditions of this Agreement, and subject to such implementing rules and instructions as SecureTech may issue from time to time, SecureTech hereby appoints Certified Technician the non-transferable rights to display and offer to install and service Top Kontrol products, all of which may be viewed on the website [www.topkontrol.com](http://www.topkontrol.com) (“**Products**”).
- 1.2 SecureTech reserves the right to appoint other Certified Technicians within the same territory at its own discretion.

### 2. OBLIGATIONS OF SECURETECH

- 2.1 If Certified Technician abides by the terms of this Agreement, SecureTech will:
  - 2.1.1 SecureTech will supply Certified Technician with complementary training on future Product releases as well as updates on Product installation and servicing procedures;
  - 2.1.2 Make available without cost to Certified Technician training and reference materials, including without limitations access to training videos, wiring diagrams, and any other current instructional and technical materials used in conjunction with installing and repairing the Products; and
  - 2.1.3 A certificate shall be presented to Certified Technician demonstrating certification by SecureTech of completing the Top Kontrol installation training program.

### 3. OBLIGATIONS OF CERTIFIED TECHNICIAN

- 3.1 Certified Technician agrees to:
  - 3.1.1 Represent the Products’ brand with professionalism when interacting with retail customers;

- 3.1.2 Ensure that all installations and repairs are performed according to SecureTech installation and repair instructions and reference materials;
  - 3.1.3 Act as a liaison between the retail customer and SecureTech when special questions or concerns arise about the Products;
  - 3.1.4 Train end-users to safely use and operate the Products;
  - 3.1.5 Arrange for and ensure the prompt and efficient warranty replacement or repair, subject to the liabilities of SecureTech under its product warranty of all Products;
  - 3.1.6 Acquire and maintain, at Certified Technician's own expense, liability insurance in amounts reasonably satisfactory to SecureTech, to cover all activities of Certified Technician in the performance of this Agreement;
  - 3.1.7 Abide by such reasonable rules and instructions as SecureTech may promulgate; and
  - 3.1.8 Comply with all applicable laws and regulations unless such compliance would be contrary to, or cause SecureTech to incur financial detriment under the laws of the United States; and comply, without limitation, with any requirements for the registration or recording of this Agreement with local governmental entities.
- 3.2 Certified Technician must maintain acceptable end-user assistance and problem resolution to the end-users of the Products.

#### **4. INDEPENDENT CONTRACTORS; INDEMNIFICATION**

- 4.1 The relationship between the Parties established by this Agreement is that of independent contractors in which SecureTech is vendor and Certified Technician is service provider to the Products.
- 4.2 Certified Technician is not an agent or employee of SecureTech, and accordingly has no right or authority to enter into any contracts in the name of or for the account of SecureTech, nor to assume or create any obligation or liability of any kind, express or implied, on behalf of SecureTech.
- 4.3 Subject to the rights granted to and the obligations undertaken by it pursuant to this Agreement, Certified Technician will conduct its business at its own initiative, responsibility, and expense. Certified Technician will indemnify and hold SecureTech, and SecureTech's officers, directors, employees, and agents harmless against any and all claims, losses, costs, expenses, liabilities, and damages arising directly or indirectly from, as a result of, or in connection with Certified Technician's operations pursuant to this Agreement, as well as SecureTech's full costs, including without limitation attorneys' fees, arbitration expenses, judgments, and settlements, in defending against them.

#### **5. TERM AND TERMINATION**

- 5.1 This Agreement shall commence on the date accepted by Certified Technician and shall be in perpetuity until terminated by cause or without cause by either Party.

5.2 Certified Technician agrees that any violation of this Agreement will lead to an immediate suspension or termination of this Agreement. Reinstatement of this Agreement following any such violation will be solely at the discretion of SecureTech.

## 6. GENERAL PROVISIONS

6.1 **Entire Agreement.** This Agreement, together with all documents incorporated by reference herein, constitutes the entire and sole agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations, understandings, or other matters, whether oral or written, with respect to the engagement hereof. No modification, rescission, cancellation, amendment or termination of this Agreement shall be effective unless it is in writing and is signed by all parties to this Agreement.

6.2 **Conflict.** In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.

6.3 **Assignability.** The rights granted to Certified Technician under this Agreement are not assignable or transferrable.

6.4 **Language; Notices and Other Communications.** The English language version of this Agreement is controlling in case of any inconsistency between such version and any translation thereof. Any notice, request, consent, demand, or other communication given or required to be given hereunder is effective when sent if made in writing, in English, and sent by electronic mail or facsimile with a confirmation copy sent by overnight carrier to the respective addresses of the parties on the first page of this Agreement. Should either party move their operations, it is their responsibility to inform the other party of such change in address through written notice hereunder.

6.5 **Severability.** If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any remaining provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

6.6 **No Interpretation Against Drafter.** This Agreement has been negotiated at arm's length between persons sophisticated and knowledgeable in these types of matters. In addition, each party has been represented by experienced and knowledgeable legal counsel or had the opportunity to consult such counsel. Accordingly, any normal rule of construction or legal decision that would require a court to resolve any ambiguities against the drafting party is hereby waived and shall not apply in interpreting this Agreement.

6.7 **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, United States of America, without giving effect to the provisions of conflict of law thereof. The parties hereby expressly disclaim the operation of the United Nations Convention on the International Sale of Goods.

For purposes of litigating any dispute that arises under this Agreement, the parties hereby submit and consent that proper venue for any such litigation shall be conducted in the courts of Ramsey county, Minnesota, United States.

- 6.8 **Paragraph Headings.** The paragraph headings set forth in this Agreement are for the convenience of the parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.
- 6.9 **Counterparts.** This Agreement may be executed in any number of counterparts and each counterpart constitutes an original instrument, but all such separate counterparts constitute only one and the same instrument.
- 6.10 **Severability.** Should any part of this Agreement be invalid, such invalidity will not affect the validity of any remaining portion which will remain in force and effect as if this Agreement had been executed with the invalid portion eliminated. It is the intent of the parties hereto that they would have executed the remaining portion of this Agreement without including such invalid portion.
- 6.11 **Headings.** The Section headings contained in this Agreement are for reference purposes only and have no effect in any way the meaning or interpretation of this Agreement.
- 6.12 **Injunctive Relief.** Solely by virtue of their respective execution of this Agreement and in consideration for the mutual covenants of each other, SecureTech and Certified Technician hereby agree, consent and acknowledge that, in the event of a breach of any material term of this Agreement by Certified Technician, SecureTech will be without adequate remedy-at-law and shall therefore, be entitled to immediately redress any material breach of this Agreement by temporary or permanent injunctive or mandatory relief obtained in an action or proceeding instituted in a competent court of jurisdiction without the necessity of proving damages and without prejudice to any other remedies which SecureTech may have at law or in equity. For the purposes of this Agreement, each party hereby agrees and consents that upon a material breach of this Agreement as aforesaid, in addition to any other legal and/or equitable remedies, SecureTech may present a conformed copy of this Agreement to the aforesaid courts and shall thereby be able to obtain an injunction enforcing this Agreement or barring, enjoining or otherwise prohibiting Certified Technician from circumventing the express written intent of the parties of this Agreement.
- 6.13 **Attorney's Fees.** In the event arbitration, litigation, action, suit or other proceeding is instituted to remedy, prevent or obtain relief from a breach of this Agreement, in relation to a breach of this Agreement or pertaining to a declaration of rights under this Agreement, the prevailing party will recover all such party's reasonable attorneys' fees and costs incurred in each and every such action, suit or other proceeding, including any and all appeals or petitions therefrom. As used in this Agreement, reasonable attorneys' fees will be deemed to be the full and actual cost of any legal services performed in connection with the matters involved, including those related to any appeal or the enforcement of any judgment calculated on the basis of the usual fee charged by attorneys performing such services.