

**ASI COMPUTER TECHNOLOGIES, INC.
FOREIGN RESELLER APPLICATION**

As a reseller applicant that intends to import or export product purchased from ASI Computer Technologies, Inc. ("ASI"), we require certain business information so that we can process your application in a thorough and timely manner. Please answer all questions below. In order to avoid delays in processing your application, please type or print all information legibly.

General Customer Information

Legal Business Name: _____ Trade Name (DBA): _____
Type of Business Entity: _____ Billing Address: _____
Telephone Number: _____ Fax Number: _____
Web Site Address: _____
VAT Number (EU customers only): _____
Registration Number (Chamber of Commerce/Companies House): _____
Shipping Address (if different from Billing Address): _____

Are you a: /Subsidiary/Division (if yes, check which and provide details of parent company)

Parent Company Name: _____ Address: _____
Number of Employees: _____ Date Established: _____
Business Activities: _____

Contact Information

Contact No. 1 (President, General Manager, Owner) Contract No. 2 (Authorized Buyer)

| | |
|-------------------------|-------------------------|
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Telephone Number: _____ | Telephone Number: _____ |
| Fax Number: _____ | Fax Number: _____ |
| E-mail Address: _____ | E-mail Address: _____ |

Commercial References

| | |
|-------------------------|-------------------------|
| Name: _____ | Name: _____ |
| Address: _____ | Address: _____ |
| Telephone Number: _____ | Telephone Number: _____ |
| Fax Number: _____ | Fax Number: _____ |

Bank Reference

Name: _____
Address: _____
Contact Name: _____
Telephone Number: _____
Street Address: _____
Type of Account: _____
Account Number: _____
Branch ID/Swift Code: _____

Additional Information

- 1. List the specific name of each country in which you intend to market and resell any products purchased from ASI: _____
- 2. Provide a general description of the products that you intend to purchase from ASI for resale to your customers: _____
- 3. Do you have a full or partial ownership of any additional businesses? Yes _ No _ If the answer is “Yes,” list the business name(s) and the countries in which each of them conducts business activities:

- 4. Provide a general description of your customer base (e.g., wholesale distributors, retail distributors, manufacturers, direct marketers, consumers, etc.): _____
- 5. Do you intend to resell any of the products that you purchase from ASI to government agencies? Yes _ No _ If the answer is “Yes,” provide details: _____

Export Control Compliance

It is your responsibility to ensure that your resale transactions involving products purchased from ASI do not violate the export control regulations enacted by the United States, the European Union or local government law. Specifically, products purchased from ASI must not be sold to any person, entity or business listed on any of the denial lists published by authorities governing the transaction including the local government. In addition, you may not, without a license, export or re-export products purchased from ASI to embargoed destinations and terrorists supporting such destinations, nor may you knowingly resell any item to end-users involved in the proliferation of nuclear, chemical or biological weapons, or in missile technology development, without a license. You also may not export, re-export or transfer an item if you have knowledge that your customer will re-export or transfer that item without proper licensing authority.

ACKNOWLEDGEMENT

The undersigned certifies that all of the information contained herein and on any attachments is true and correct to the best of their information, knowledge and belief. We have also read the section called “Export Control Compliance” in this application and we agree with the text and acknowledge the restrictions made to resale of the products that we may purchase from ASI. We also agree to indemnify ASI and/or its affiliates and to hold them harmless in case of a claim against ASI or one of its affiliates because of our breach of any export control law or regulation enacted by the United States of America, the European Union or a local government law. We acknowledge that we have read and understood the Terms and Conditions for International Sales attached hereto and agree to be bound by such terms and conditions with respect to any and all purchases of products from ASI. We agree to immediately notify ASI of any changes in ownership of our business or any other relevant change in the management/finance area of our business as set forth herein by certified mail to the address below.

Company Name: _____
 Company Officer Signature: _____
 Print Name: _____
 Company Officer Title: _____
 Date: _____

Please return the completed and signed application, along with evidence of authority to do business issued by your country of residence (including the Taxpayer Identification Number), to ASI Computer Technologies, Inc. Upon receipt of the requested materials, ASI will contact the persons identified herein with information regarding your account with ASI.

TERMS AND CONDITIONS FOR INTERNATIONAL SALES

THESE TERMS AND CONDITIONS SHALL APPLY, AND SUPERSEDE ALL PRIOR POLICIES, TERMS, CONDITIONS, OR PURCHASE ORDERS, TO THE SALE OF GOODS BY ASI TO BUYER UNLESS AMENDED OR MODIFIED IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF ASI. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE BY ASI WITHOUT PRIOR WRITTEN NOTICE AT ANY TIME, IN THE SOLE DISCRETION OF ASI.

1. **DEFINITIONS.** "ASI" shall mean ASI Computer Technologies, Inc., a California corporation operating under the names, and at the locations, specified on the face hereof (or any wholly owned subsidiary thereof). "BUYER" shall mean the person or entity to which the Goods are being sold. "Goods" shall mean the products described in an applicable order as being sold to the BUYER by ASI.

2. **ORDERS.** Orders shall be transmitted only as permitted under ASI's policies with respect thereto in effect at the time of the order. All orders are subject to acceptance by ASI. No order accepted by ASI may be cancelled, in whole or in part, by the BUYER without ASI's prior written consent and only upon terms and conditions that will indemnify, hold harmless and compensate ASI against all losses including, but not limited to, the loss of profits as a result of such cancellation.

3. **PRICE AND PAYMENT TERMS.** The price of Goods provided by ASI shall be ASI's quoted price or the price listed in the current price list at the date of acceptance of an order. The quoted price is ex works, ASI's facility, and does not include shipping charges or sales, use, excise or similar taxes. BUYER shall pay, or reimburse ASI for, the gross amount of all shipping charges, all import and export charges, licenses and duties and any present or future taxes (including any applicable VAT), fees, deductions or withholdings (other than income taxes) on any amounts payable to ASI hereunder or applicable to the sale or furnishing of any Goods. ASI can change prices by written notice, due to changes in custom duties, taxes, vendor prices, foreign exchange fluctuations, currency regulations and other factors beyond ASI's control, until the moment of delivery. ASI does not offer price protection with respect to the Goods. Unless ASI has previously agreed in writing with the BUYER, payment for the Goods shall be made in full by the BUYER in U.S. Dollars with the BUYER's acceptance of ASI's quotation.

4. **SHIPPING AND DELIVERY.** Unless otherwise agreed in writing, delivery of Goods shall be to the person and address set forth on the invoice for the applicable Order and shall be made in accordance with ASI's shipping policy in effect on the date of shipment. BUYER will bear all the costs related to shipment and delivery. Delivery is subject to the payment provisions set forth herein and to ASI's receipt from the BUYER of all necessary information and documentation, including all import certificates, licenses and other documents as may be required from the BUYER for export of the Goods from the United States. ASI assumes no responsibility for charges attendant to customs clearance in the country of delivery, customs duty, VAT or any other charges or taxes within the country of delivery. Delivery dates set forth on the face hereof are estimates only and ASI will not be liable for failure to deliver as estimated. Time for delivery shall not be of the essence of the contract.

5. **TITLE AND RISK OF LOSS.** Title in the Goods shall not pass until ASI has received in cash or cleared funds payment in full of the price of the Goods agreed to be provided by ASI. Notwithstanding the retention of title, all risk of loss or damage with respect to the Goods, however caused, shall pass to the BUYER upon delivery as provided in ASI's applicable shipping policy.

6. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.** Product warranties, if any, are provided by the manufacturer or publisher of the Goods. ASI makes no warranties whatsoever with respect to the Goods and disclaims all warranties and conditions, express or implied, with respect to the Goods including but not limited to, any implied warranty of merchantability or fitness for a particular purpose or non-infringement.

ASI (INCLUDING ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, ALL OF WHICH ARE REFERRED TO HEREIN

COLLECTIVELY AS THE "ASI AFFILIATES") SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE TO THE BUYER OR ANY OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GOODS OR OTHERWISE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF THE GOODS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE OR REPLACEMENT EQUIPMENT, FACILITIES OR SERVICES, DOWN TIME, BUYER'S TIME, LOST DATA, INJURY TO PROPERTY OR ANY DAMAGES OR SUMS PAID BY THE BUYER TO THIRD PARTIES, EVEN IF ASI OR ANY OF THE ASI AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY APPLIES WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

IN NO EVENT SHALL ASI OR ANY ASI AFFILIATE BE LIABLE TO THE BUYER OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS IN EXCESS OF THE NET PURCHASE PRICE OF THE GOODS ACTUALLY DELIVERED TO AND PAID FOR BY THE BUYER HEREUNDER. NONE OF ASI OR ANY ASI AFFILIATE SHALL HAVE ANY DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS THE BUYER FROM AND AGAINST ANY OR ALL DAMAGES OR COSTS INCURRED BY THE BUYER ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR VIOLATION OF COPYRIGHTS BY ANY OF THE GOODS.

7. **FORCE MAJEURE.** ASI shall not be held responsible for any failure of performance to make timely delivery of all or any part of the Goods in the event such failure was due, in whole or in part, to federal, provincial or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire or other damage to or destruction of, in whole or in part, the Goods or the manufacturing facility for the Goods, the lack of or inability to obtain raw materials, labor, fuel, electrical power, water or supplies, or any other cause, act of God, contingency or circumstances not subject to the reasonable control of ASI, which causes delays or hinders the manufacture or delivery of Goods.

8. **RESTRICTED USE AND EXPORT RESTRICTIONS.** The BUYER agrees and represents that all Goods delivered to the BUYER hereunder are for resale only and shall not be used for the internal business purposes of the BUYER, or any parent company, subsidiary, or affiliate of the BUYER. BUYER acknowledges that it is responsible for ensuring that any resale of the Goods does not violate the export control laws or regulations enacted by the United States, the European Union or local government law and agrees that it will not re-export, or otherwise distribute, Goods, or direct products thereof, in violation of any such export control laws or regulations. BUYER warrants that it will not sell or transfer any Goods if BUYER has knowledge that the customer will sell or transfer those Goods without compliance with applicable export control laws or regulations and BUYER agrees to advise its customers that the Goods may be subject to such laws or regulations and that the Goods may require authorization prior to resale. BUYER warrants that it will not, without prior approval from applicable governmental authorities, resell any Goods to end users involved in the proliferation of nuclear, chemical or biological weapons, or in missile technology development. BUYER further warrants that it will not sell, directly or indirectly, any Goods to embargoed destinations or sell Goods to any person, entity or business listed on any of the denial lists published by authorities governing the transaction.

9. **GOVERNING LAW/JURISDICTION.** These terms and conditions (and any agreement into which they are incorporated) shall be construed, interpreted and enforced under and in accordance with the internal laws of the State of California, excluding its conflicts or choice of law rule or principles which might refer to the law of another jurisdiction. BUYER agrees to exercise any right or remedy in connection with these terms and conditions exclusively in, and hereby submits to the jurisdiction of the state and federal courts located in Alameda County, California, which courts shall have non-exclusive jurisdiction and venue over any controversy that arises out of these terms and conditions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these terms and conditions.