



B. Dealer will at all times emphasize and adhere to all regulations, policies, practices, warnings, and training materials of TASER International with regards to the Products.

C. Dealer will present the Products in an understandable, responsible, and professional manner. Dealer will at all times emphasize and adhere to all regulations, policies, practices of TASER International with regards to the Products, as well as, all training materials relating to Product safety as discussed in TASER International's Product materials.

D. Dealer must:

1. conduct business in a manner that reflects favorably at all times on the Products, Distributor's, and TASER International's reputation;
2. avoid deceptive, misleading, or unethical practices detrimental to Distributor, TASER International, the Products, or the public;
3. make no false or misleading representations regarding Distributor, TASER International or the Products;
4. refrain from publishing or employing any misleading or deceptive marketing material; and
5. refrain from making any representations, warranties, or guaranties with respect to the Products that differ from any TASER International's then current written representations, warranties, or guaranties included in the Product's original documentation.

E. Dealer will assist and cooperate with all federal, state and local law enforcement agents to identify arrest and prosecute all individuals and dealers who illegally obtain, transfer, or use the Products.

F. Dealer, including any employee, agent, officer, director or owner of Distributor, agrees that it will never disparage the services, Products, business, or reputation of TASER International or Distributor by making false or misleading statements to another person or entity.

G. Dealer agrees to participate in and comply with all Distributor sponsored sales programs, reporting programs, customer service programs, and maintenance programs.

H. Dealer must comply with TASER International's Anti-Felon Identification Registration Program ("AFID Registration"). Dealer must register the serial number of the Products sold to customers in accordance with TASER International's AFID Registration program. Dealer must remove, fill out, and mail to TASER International the AFID Registration Cards on all TASER Cartridges and X26C devices. Compliance with the AFID Registration is mandatory and nonparticipation or noncompliance may result in the immediate loss of dealership rights.

I. Dealer must comply with TASER International's Background Check Program for the X26C devices if Dealer is selling the X26C devices. To complete a background check, call 1-888-827-3788 or go to [.TASER.com/gog](http://.TASER.com/gog). The background check must be done prior to the consumer taking possession of the TASER X26C device. Dealer will not incur any fees for the background check. Note that the TASER C2 device does not require the dealer to perform a background check; this is the sole responsibility of the consumer who completes the background check via the Internet or by calling an 800 number.

#### **4. Recordkeeping and Reporting Requirements of Dealer.**

A. Dealer is required to record and track shipments and sales of the Products (including any TASER Cartridges) and provide that information to Distributor, TASER International, law enforcement, or regulatory agencies upon request.

B. Upon reasonable notice, Dealer will make its Product sales and warehouse records available for inspections by Distributor.

#### **5. Sale Restrictions.**

A. Dealer will not sell, either directly or indirectly, whether via the Internet or through any other entity or person, any Products to any entities or persons in a foreign country. Additionally, Dealer will not sell, either directly or indirectly, whether via the Internet or through any other entity or person, any Products to any entities or persons in any state, city, county, or municipality where the sale or delivery of the Products are prohibited. Neither Distributor nor TASER International assumes any responsibility for dealers that violate the laws of any state, county, municipality, or city. A list of prohibited or restricted states, cities, and other political subdivisions is updated on TASER International's website ([.TASER.com](http://.TASER.com)) as TASER International is made aware of restrictions.

B. Dealer will not sell the Products to an entity or person if Dealer has reason to believe that the

entity or person will: (a) use the Products for improper or illegal purposes; or (b) sell or transfer the Products to another person where such sale would be prohibited by federal, state, local laws or this Agreement.

C. Dealer agrees to advertise for sale the Products at or above the Suggested Retail Price (“SRP”). The SRPs for the Products are listed on the Price Sheets available from TASER International. SRPs are subject to change without notice. All SRPs are suggestions only; however, TASER International will only acknowledge, support, and promote distributors and dealers that advertise at or above the SRP established by TASER International. With respect to actual pricing of the Products, Dealer may sell the Products for any price Dealer may establish.

D. Distributor and TASER International reserve the right to refuse Product sales to any dealer who does not comply with SRP policy stated in Section 5(C) above. Any dealer who does not comply with this program may lose: the privilege of utilizing TASER International trademarks or copyrighted materials; the ability to participate in any other TASER International program(s); or their dealer rights.

**6. Exporting.** Export to any other country is prohibited and requires an individual validated export license from the Bureau of Industry and Security, US Department of Commerce prior to export from the United States. Diversion contrary to United States law is strictly prohibited.

**7. Warranty and Exclusions.** TASER International warranty provisions are applicable on all sales of the Products. See TASER International’s website, [www.TASER.com](http://www.TASER.com), for detailed warranty information. The warranty offered by TASER International is the only warranty and may not be changed or enlarged by any sales representative, agent, distributor, dealer or other person. Dealer agrees to furnish to all its purchasers of the Products a copy of TASER International’s published warranty applicable to the Products.

**8. TASER Trademarks.** Dealer agrees to use the TASER International trademarks in accordance with the TASER International’s Trademark Guidelines (see [://www.taser.com/legal/Pages/trademarks.aspx](http://www.taser.com/legal/Pages/trademarks.aspx)). No ownership or authorization to register Distributor’s or TASER International’s trade name or trademarks as belonging to the Dealer is implied or granted by this Agreement. Dealer may not use any Distributor or TASER International trademark as part of its company or business name.

**9. Websites and Domain Names.** Dealer may not use any Distributor or TASER International trademark in Dealer’s URL or website domain name(s). Dealer may not copy Distributor’s or TASER International’s website and may not utilize web links to other websites that violate the TASER International Trademark Guidelines.

**10. TASER Copyrights.** Dealer may not use any TASER International copyrighted materials from TASER International’s website, the TASER Foundation’s website ([.taserfoundation.com](http://taserfoundation.com)), or TASER International’s audio or visual materials without TASER International’s prior written permission.

**11. Breach and Remedies.**

A. Dealer breaches this Agreement if Dealer:

1. engages in any conduct or activity that is detrimental to the image of Distributor, TASER International, or TASER International’s Products;
2. engages in or knowingly supports the unauthorized use of Distributor or TASER International’s trademarks or copyrighted materials;
3. files, or has filed against it a petition to declare it insolvent or bankrupt, or makes an assignment for the benefit of its creditors;
4. is dissolved, liquidated, or is acquired, merged, or sells substantially all its assets;
5. suffers or permits the appointment of a receiver for its business or assets or enters an agreement with its creditors for the payment of its debts;
6. or any of its owners, officers or principals is arrested or convicted for a crime involving moral turpitude;
7. sells, transfers, or delivers, either directly or indirectly, any Products outside the United States without a valid export license;
8. fails to participate in Distributor’s established programs;
9. breaches or otherwise fails to perform any part of this Agreement; or
10. fails to meet or perform any material term, provision, covenant, agreement, or obligation contained in this Agreement and does not cure the failure within 30 days after receiving written notice from Distributor.

B. In the event of a breach by Dealer, Distributor may do any or all of the following:

1. immediately terminate this Agreement by giving written notice to Dealer;
2. bring an action for damages; or
3. seek any other available legal or equitable remedy.

**12. Limitation on Authority of Parties.** The parties to this Agreement are independent contractors and neither party to this Agreement is authorized by anything contained in the Agreement, to enter into any contract or to make any Agreement or commitment, expressed or implied, with third parties binding on or obligating the other party. Nothing in this Agreement will be construed to constitute either party the agent of the other for any purposes whatsoever.

**13. Indemnification.** Dealer will indemnify, hold harmless, and defend Distributor and TASER International from and against any and all claims or liabilities arising from Dealer's performance of its obligations under this Agreement, misconduct, or negligence.

**14. Notices.** Notices required or allowed by this Agreement may be delivered in person, sent by certified mail, Federal Express, or DHL to the following addresses listed below. Notice sent by U.S. mail is deemed delivered 3 days after deposit with the U.S. Postal Service. Notice sent by Federal Express, DHL, or cable is deemed received on the day receipted for by the party or its agent. Either party may change its address by giving written notice to the other party.

**15. Formal Matters.**

A. **Entire Agreement; Modification.** This Agreement contains all the terms and conditions agreed on by the parties. Any previous agreements between the parties are replaced by this Agreement. This Agreement can be modified or changed only by a written instrument signed by both parties.

B. **Severability.** This Agreement is contractual and not a mere recital. If any part of this Agreement is held indefinite, invalid, or otherwise unenforceable, the rest of the Agreement will continue in full force and effect. Should any court determine that for any agreement or covenant to be effective that it must be modified to limit its duration, geographic area, or scope, the parties will consider that agreement or covenant to be amended or modified with respect to duration and scope so as to comply with the orders of the court.

C. **Voluntary Agreement.** This Agreement was negotiated and executed voluntarily and is not the result of duress, fraud, undue influence or any threat of any kind. All parties had the opportunity to read and consider this Agreement, to consult with counsel, and fully understand the Agreement.

D. **Choice of Law.** The validity, construction, interpretation, and administration of this Agreement will be governed by and must be interpreted under the laws of the State of \_\_\_\_\_, U.S.A., without regard to its choice-of-law provisions. The parties agree that in the event any action is commenced in connection with this Agreement, venue for the action or proceeding is proper only in a court of competent jurisdiction located in \_\_\_\_\_, U.S.A.

E. **Litigation Costs.** In the event of any legal action to enforce the provisions of this Agreement, the successful party in enforcing any provision of this Agreement will be awarded that party's reasonable attorneys' fees and costs.

F. **Waiver.** No failure or delay by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided, operates as a waiver of any right, power, or remedy. No waiver of any term of this Agreement, or delay by a party in enforcing any term, will be deemed to be a continuing waiver of the term or of any other term of this Agreement.

F. **Assignment.** Dealer must not, by operation of law or otherwise, assign any of its rights or delegate any of its obligations under this Agreement without the prior express written consent of Distributor.

G. **Announcements.** Neither party may make a public announcement or press release about this Agreement without the other party's approval.

H. **Headings.** All headings are for reference purposes only and must not affect the interpretation of this Agreement.

I. **Time is of the Essence.** Time is of the essence in connection with all matters and obligations pertaining to this Agreement.

J. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which is considered an original.

K. **Signatory.** Any signatory to this Agreement warrants and acknowledges that they are

authorized by the entity on behalf of which the signatory is executing this Agreement to execute this Agreement on its behalf.

**FOR THE DISTRIBUTOR**

\_\_\_\_\_ DGG Taser Inc \_\_\_\_\_

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed Name: Teresa Meares, Title: CEO

Address: 8725 Youngerman Ct #305

Jacksonville FL 32244

Phone: 904-777-4801

Fax: 904-777-4802

Email: mary@teamdgg.com

Website: www.dggtaser.com

**FOR THE DEALER**

\_\_\_\_\_

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_, Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

DBA: \_\_\_\_\_

Sales Tax Permit No. (where applicable): \_\_\_\_\_

Address of additional store locations (if applicable):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Hours of Operation: \_\_\_\_\_

\_\_\_\_\_