

Here's what you'll need to fill out to purchase Ring products at special AiN Group dealer pricing.

Complete the attached documents and fax to 888.812.4169 or email to Renee@AiNGroup.com

Once AiN has approval from Ring, Renee will notify you. Any questions please call 866.323.8000 x103



AiNGroup.com



CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION

Title:			
Company name:			
Phone:	Fax:	E-mail:	
Registered company address:			
City:	State:	ZIP Code:	
Date business commenced:			
Sole proprietorship:	Partnership:	Corporation:	Other:

BUSINESS AND CREDIT INFORMATION

Primary business address:		
City:	State:	ZIP Code:
How long at current address?		
Telephone:	Fax:	E-mail:
Bank name:		
Bank address:	Phone:	
City:	State:	ZIP Code:
Type of account:	Account number:	
Savings		
Checking		
Other		

BUSINESS/TRADE REFERENCES

Company name:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:
Type of account:		
Company name:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:
Type of account:		
Company name:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:
Type of account:		

AGREEMENT

1. All invoices are to be paid 30 days from the date of the invoice. Send purchase orders to Rich@ring.com.
2. Claims arising from invoices must be made within seven working days.
3. By submitting this application, you authorize Bot Home Automation to make inquiries into the banking and business/trade references that you have supplied.

SIGNATURES

Title:	Title:
Date:	Date:





CREDIT CARD AUTHORIZATION AGREEMENT

Name on Account:

Billing Address:

City:

State:

Zip Code:

Where statement to your credit card goes**

I, _____, the holder of (check one below please):

Visa

MasterCard

Discover

AMEX

Card #:

Expiration Date:

/

CVC Code:

I hereby authorize Ring to initiate charges to my credit card listed above. I agree that the billing address above is valid and that I am the authorized cardholder for the above credit card. Furthermore, I agree to abide by the terms and conditions of Ring's ordering policy.

Cardholder:

Signature:

Company:

Telephone:

Date:

CORPORATE DBA INFORMATION

Business Name:

Address:

City:

State:

Zip Code:

Phone: ()

Fax: ()

Billing / Mailing Address (if different):

Federal Tax ID#:

Resale#:

Ownership: Sole Owner Partnership Corporation Other:

Ship To Address (if different from above):

Company Name:

Address:

City:

State:

Zip Code:

Phone: ()

Fax: ()

I, the undersigned, hereby acknowledge that all information on this document is true to the best of my knowledge. I also have read the Guarantee and Terms of Sale and agree to abide by them.

Name (please print):

Date:

Signature:



INDEPENDENT RESELLER AGREEMENT

This Independent Reseller Agreement (“Agreement”) is made on _____ (“the Effective Date”), by and between Bot Home Automation, Inc. (“Company”), located at 1523 26th Street Santa Monica, CA 90404, and _____ (“Reseller”) with offices at _____.

Whereas Company desires to engage Reseller to market and sell the products of Company, namely the Ring Video Doorbell, and Reseller desires to engage in such services, Reseller and Company (also referred to herein as “Party” in the singular and “Parties” in the plural) desire to define the terms and conditions applicable to Reseller’s performance of such services. Company and Reseller hereby agree as follows:

1. Length of Agreement. The Parties agree that this Agreement will last for a term of one (1) year, unless otherwise terminated, cancelled or renewed in accordance with the terms of this Agreement.

2. Appointment and Acceptance. The Parties agree with regards to the appointment of Reseller under this Agreement as follows:

(a) Company hereby appoints Reseller as one of Company’s Resellers to solicit orders for the Ring Video Doorbell (collectively, “Products”) as marketed from time to time by Company in the territory described in Exhibit A attached hereto (the “Territory”).

(b) Reseller shall identify specific sales prospects, where he/she has contacts likely to generate sales, within their Territory due to long-term relationships or prior business contacts. Company shall have the right, from time to time, at its sole discretion, to change the scope of the Territory. In any such instance, Company shall issue a new Exhibit A to Reseller reflecting such change, which shall, as of the effective date stated thereon, supersede the prior Exhibit A. Reseller acknowledges and agrees that it neither has, nor will acquire, any vested or proprietary right or interest with respect to the Territory, any Company customers in the Territory, or any Company customer lists. Reseller further acknowledges and agrees that any goodwill accruing in the Territory during the term of this Agreement with respect to Company or Company Products shall be considered the property of Company rather than Reseller.

(c) Reseller hereby accepts its appointment hereunder.

(d) This Agreement does not grant Reseller an exclusive right to purchase the Products or distribute the Products to any person. Company retains the right to market, distribute, support or promote in any way the Products to customers, either directly or indirectly within the Territory, including through the appointment of other resellers within the Territory.

3. Responsibilities of Reseller. Reseller shall satisfy the following responsibilities at all times during the term of this Agreement:

(a) Reseller shall use best efforts to provide services, in a manner consistent with the standards generally observed by a professional in the industry to which such services performed can be classified, in accordance with the terms and conditions set forth herein.

(b) Reseller shall exhibit and conduct behavior in a manner consistent with the high image, reputation and credibility of Company and Company Products, and shall engage in no activities that reflect adversely on Company or Products.



(c) Reseller will comply with all applicable laws in performance of Reseller's duties under this Agreement.

(d) Reseller shall maintain a minimum of \$1,000,000 of comprehensive general liability insurance, including product liability/completed operations coverage, and upon request by Company, provide evidence of such insurance.

4. Scope and Limitations of Reseller's Authority. The Parties agree as follows with regards to the scope and limitations of Reseller's authority under this Agreement:

(a) Reseller has authority to solicit and accept orders on behalf of Reseller only.

(b) Reseller has no authority to bind Company to any agreements or sales orders.

(c) Reseller shall adopt Company's Minimum Advertised Price (MAP) terms. If Reseller advertises Products at prices below the stated MAP, Company shall be entitled to all of its rights and remedies available to it, including, but not limited to, payment of \$1,000 per unit sold at any price below the stated MAP, and termination of this Agreement. Reseller shall pay any costs incurred by Company in collecting the foregoing payment, including, but not limited to, legal fees and court costs.

(d) Reseller will not post the RING Video Doorbell for sale on Amazon.com, or any other web E-commerce store, without prior written consent from Company. If Reseller sells the RING Video Doorbell on Amazon.com, or any other web E-commerce store, without prior written consent from Company, Reseller shall be liable to Company in the amount of \$1,000 per unit sold. Reseller shall pay any costs incurred by Company in collecting the foregoing payment, including, but not limited to, legal fees and court costs.

(e) Reseller at no time shall engage in any unfair trade practices with respect to Company or Products, and shall make no false or misleading representations with respect to Company or Products. Reseller shall refrain from communicating any information with respect to guarantees or warranties regarding Products, except such as are expressly authorized by Company or are set forth in Company's literature or other promotional materials.

(f) Reseller shall not use Company's tradenames or trademarks or any names closely resembling same as part of Reseller's corporate or business name, or in any manner which Company, in its sole discretion, may consider misleading or otherwise objectionable.

5. Reseller Product Purchases. The Parties agrees as follows with regards to the purchases of Company Products by Reseller under this Agreement:

(a) Reseller shall purchase Company Products at the wholesale pricing level in effect at the time of the sale.

(b) Company will invoice Reseller for Company Products purchased by Reseller. Reseller understands and agrees that Company will not deliver Company Products to Reseller until receipt of payment for such Company Products.

(c) Reseller understands and agrees that all risk of loss passes to Reseller with each purchase of Company Products by Reseller. Reseller understands and agrees that Company is not liable to Reseller for any loss of, damage to, or inability to sell Company Products.

6. Ownership of Intellectual Property. The Parties hereto agree that all intellectual property rights to Company Products are solely vested in Company. Reseller shall make no claims to Company Products nor shall Reseller make any such claims in any ideas, modifications to products, and other deliverables (“Work Product”) that result from Reseller’s services pursuant to this Agreement. The Parties agree that such Work Product is considered to be a “work for hire” and shall be therefore exclusively vested in Company and/or automatically assigned to Company. Reseller agrees to promptly execute any documents necessary for Company to perfect its rights in such Work Product.

7. Support of Company Products. The Parties agree as follows with regard to the support of Company Products under this Agreement:

(a) Company shall provide Reseller with internal product support for Reseller, its employees and contractors.

(b) Reseller shall provide end user support for all Company Products that Reseller sells.

8. Employees and Contractors. Reseller agrees that it will ensure that its employees and contractors performing services under this Agreement comply with this Agreement, including, but not limited to, having such employees and contractors sign documents assigning intellectual property rights to Company to the extent Reseller is required to assign such rights to Company.

9. Indemnification. Reseller hereby agrees to indemnify Company for any liability that Company may incur as a result of Reseller’s breach of this Agreement. The terms of this section shall survive the termination and/or expiration of this Agreement. Reseller’s obligations pursuant to this section shall survive the termination and/or expiration of this Agreement.

10. Taxes. Reseller shall be responsible for payment of all sales, use, and excise taxes relating to Reseller’s services under this Agreement.

11. Limitation of Liability and Exclusion of Certain Remedies. Under no circumstance, regardless of the basis of the claim, shall the total liability of Company to Reseller exceed the total amount of completed sales from Reseller within the last six (6) calendar months. In no event shall Company be liable to Reseller for consequential, special, incidental, or punitive damages (including, but not limited to, legal costs and fees) from any claim asserted against Company by Reseller or any third party. The terms and provisions of this section shall survive the termination and/or expiration of this Agreement.

12. Confidentiality. During the period in which Reseller is providing services for Company and indefinitely thereafter, Reseller shall keep secret and retain in strictest confidence, and shall not, without the prior consent of Company, furnish, make available or disclose to any third party or use for the benefit of itself (except as necessary to fulfill the purposes of this Agreement) or any third party, any Confidential Information of Company. As used herein, “Confidential Information” shall mean any information relating to business or affairs of Company, including but not limited to: Company, Product, Work Product, information relating to financial statements, business strategies and plans, customer identities, customer accounts, potential customers, employees, suppliers, servicing methods, equipment, programs, style and design strategies and information, analyses, profit margins, or other proprietary information used by Company in connection with its business. If Reseller is an entity, it will make sure that the Confidential Information is disclosed only to those of its employees whose functions require that they obtain access to the Confidential Information to carry out the purpose of this Agreement, that such employees have been informed of the confidential nature and obligations of Reseller with respect to the Confidential Information, and that such employees are subject to a general written agreement committing such employees to conduct that would not violate Reseller’s obligations listed in this Section with respect to such

Confidential Information if such conduct was committed by Reseller. Reseller's obligations pursuant to this Section shall survive the termination of this Agreement.

13. **Non-Competition.** Competitor, for purposes of this Section, shall mean any direct competitor of Company operating in a similar manner and venue. During the term of this Agreement, Reseller agrees not to provide, nor assist anyone and/or any entity(ies) in providing, the same and/or substantially similar services and Work Product to a competitor of Company. For a period of two (2) years after the termination of this Agreement, Reseller understands and agrees that Reseller shall not induce any customers of Company, whether directly or indirectly through use of third parties such as employers and agents, to leave Company's business. Any such act by Reseller shall subject Reseller and any such third parties to liability.

14. **Termination.** Notwithstanding anything to the contrary in this Agreement or any Exhibits, Company may terminate this Agreement and related Exhibits without any obligation, upon thirty (30) days notice via e-mail, facsimile or hand delivery. Upon such notice of termination, Reseller shall immediately surrender all Confidential Information ("Termination Obligations") and certify to Company, in writing, that it has performed its Termination Obligations. Reseller's obligations pursuant to this Section shall survive the termination and/or expiration of this Agreement.

15. **Solicitation.** During the term of this Agreement and for a period of two (2) years after termination of this Agreement, Reseller shall not hire, solicit, nor induce nor assist any third party in soliciting or inducing, any employee or Reseller of Company to leave his or her employ or cease providing services to Company, as applicable.

16. **No Other Relationship or Interest.** The Parties agree that this Agreement does not create any other relationship or legal interest between the Parties, including, but not limited to, employer/employee relationship, license, title, guarantee of work, or right to use any Confidential Information, except as specified by this Agreement.

17. **Disputes and Governing Law.** The laws of the State of California, without regard to any conflict of law principles, govern this Agreement. No action arising out of the transactions under this Agreement may be brought by either Party more than one year after the cause of action has accrued.

18. **Limitations on Assignment.** Reseller may not assign, transfer or sell all or any of its rights under this Agreement or delegate all or any of its obligations hereunder, without the prior written consent of Company. Company may assign this Agreement to a parent, subsidiary or affiliated firm or to another entity in connection with the sale or other transfer of all or substantially all of its business assets. Subject to these restrictions, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, their successors and permitted assigns.

19. **General.** This Agreement, including all Exhibit(s), constitutes the entire agreement between the Parties in connection with the subject matter hereof and supersedes all agreements, proposals, representations and other understandings, oral or written, of the Parties and any current or subsequent purchase order(s) provided by Reseller. No alteration or modification of this Agreement or any Exhibits shall be valid unless made in writing and signed by an authorized representative of each Party. The waiver by either Party of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach and any waiver must be in writing and signed by an authorized representative of the Parties hereto. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Any notice or other communication required or permitted hereunder shall be given in writing to the other Party at the address stated above, or at such other address as shall be given by either Party to the other in writing. Any terms of this

Agreement that by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and rightful assignees.

[SIGNATURES FOLLOW BELOW]



IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date.

ACCEPTED BY RESELLER:	ACCEPTED BY COMPANY:
Signature	Signature
Name	Name
Title	Title
Date	Date