

UNIVIEW Dealer Program Agreement

This UNIVIEW Dealer Program Agreement (“Agreement”), is valid from 01.01.2024 (hereinafter referred as “Effective Date”) to 31.12.2024, establishes the UNIVIEW Dealer Program (“Program”) among the following parties:

UNV Digital Technologies Company Limited (together with its affiliated company referred to herein as "UNIVIEW")

Suite 1126, 11th Floor Ocean Centre, Harbour City, 5 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong

Contact:

Email:

Tel:

And Dealer

Company: Lisnic Alarm SRL

Address: mun. Chişinău, sec. Centru, str. Pietrarilor, 2/1

Contact: Boris Pelipetchi

Email:

Tel:

And Distributor

Company: Business Security SRL

Address: mun. Chişinău, str. Vasile Alecsandri 143

Contact: Igor Turcanu

Email: i.turcanu@businesssecurity.md

Tel: +37378888255

Please choose the dealer program level according to the purchase target, correlated benefits and criteria:

UNIVIEW Platinum Dealer

UNIVIEW Golden Dealer

UNIVIEW Silver Dealer

UNIVIEW Certified Dealer

The undersigned parties hereby agree to the following provisions as conditions of the Program:

I. Program Outline

1.1 The program will be named “UNIVIEW Dealer Program” (hereafter referred to as “UDP”), for the purpose of purchasing UNIVIEW products and accessories.

1.2 The purchased amount will be reviewed by UNIVIEW on a quarterly basis to determine the continuity of the Agreement. Each party may submit, in writing, their intent, without any reason, to terminate the Agreement with 30 days prior notice. Notwithstanding the foregoing, the Agreement will be automatically terminated if the Distributor Agreement between UNIVIEW and Distributor is ceased.

II. Program Criteria

2.1 Dealer is invited by UNIVIEW to participate in the Program as UNIVIEW Silver Dealer with the product purchase target amount of 7600,00 USD, annually, and will receive related program benefits currently outlined in the Appendix A. During each quarter of the term of this Agreement, the quarterly minimum purchase target shall be equal or more than 20% of the annual purchase target.

UDP	Q1 Target (excluding VAT)	Q2 Target (excluding VAT)	Q3 Target (excluding VAT)	Q4 Target (excluding VAT)	Annual Target (excluding VAT)
Platinum Dealer	/	/	/	/	/
Golden Dealer	/	/	/	/	/
Silver Dealer	1900,00	1900,00	1900,00	1900,00	7600,00
Certified Dealer	/	/	/	/	/

2.2 If the Dealer fulfils the above purchase target, UNIVIEW may administrate corresponding annual and/or quarter rebate based on actual accumulative amount of shipped orders. Loyalty rebate shall be administrated based on quarterly accumulative amount of shipped orders by applying one of the four criteria of the APPENDIX B. The Annual rebate, Quarterly rebate and Loyalty rebate shall be borne by UNIVIEW and Distributor in proportion as follows:

REBATE PROGRAM	Annual rebate		Quarterly rebate		Loyalty rebate	
	Uniview	Distributor	Uniview	Distributor	Uniview	Distributor
Platinum	/	/	/	/	/	/
Golden	/	/	/	/	/	/



Silver	/	/	2%	2%	/	/
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2.3 The rebate shall be calculated upon net price (excluded VAT) based on the accurate purchase value of Dealer. Notwithstanding the above, the sales revenue of hard disk, bracket, lens, network cable, power supply, spare part are not included in the calculation of rebate, but shall be included into the calculation of the purchase target Dealer achieved.

2.4 The rebate shall be used to offset the payables of the upcoming orders provided that Dealer agrees to comply with the provisions set forth in channel management policy released by UNIVIEW. The Distributor shall provide invoice details of shipped orders purchased by Dealer to UNIVIEW for calculating rebate. Distributor shall warrant the accuracy of the data. UNIVIEW reserves the right to reclaim corresponding sales rebate if the provided data is incorrect.

2.5 UNIVIEW is entitled to upgrade or downgrade Dealer's Program Level in accordance with the following conditions.

Upgrading the program level based on consent between UNIVIEW and Distributor if Dealer achieves all the following conditions:

- a) Achieving quarterly purchasing targets for two consecutive quarters.
- b) Obtaining technical training certificates required by UNIVIEW.
- c) Up to the date of upgrading application, no complaints against the Dealer of breaching the UNIVIEW's channel policies.

Downgrading the program level based on consent between UNIVIEW and Distributor if Dealer has one of the following behaviors:

- a) failing to reach quarterly purchasing targets for two consecutive quarters.
- b) Overdue payment exceeds 20% of the total payables up to the date of downgrading application of Distributor.
- c) three times or more complaints against the Dealer of breaching the UNIVIEW's channel policies.

III. Program Management

3.1 The Program will be managed by UNIVIEW using correlate purchasing data from UNIVIEW's approved distribution channel partners.

3.2 Distributor and Dealer, upon UNIVIEW's request, shall prepare and deliver quarterly reports, including but not limited to (1) marketing activities such as sales of the products, inventory levels, market forecasts; (2) pictures about UNV-branded elements of flagship store of Dealer, before 10th of the first month of next quarter. Marketing strategies of products promotion shall be collectively developed by the parties.

3.3 Dealer must register itself over UNIVIEW official Distributor in its country. Where available may vary depending on location, opportunity size and dealer level. UNIVIEW and Distributor shall collectively provide with benefits stipulated in the APPENDIX A to Dealer. Actual purchase price

and rebate incentives will be determined by Distributor. Dealer must register special price application for project, demo equipment over Distributor. Dealer purchase turnover should be calculated based on the accumulated yearly purchase turnover under purchase order which had been completely fulfilled from one single Distributor.

IV. Jurisdiction

4.1 The Agreement is subject to the laws and regulations of the People's Republic of China, without giving effect to the principles of conflict of laws thereof. Any disputes, controversies or claims arising with respect to or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally decided by the China International Economic and Trade Arbitration Commission Hong Kong Arbitration Center in Hong Kong which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration.

V. Miscellaneous

5.1 With exception to cases deemed as essential for the implementation of the Agreement, neither Party shall disclose to any third party the Agreement itself or anything contained therein or any confidential documents or information provided by the other Party during the implementation of the Agreement without the prior written consent of the other Party. Prior to any disclosure to any third party, the disclosing Party shall obtain an unconditional Agreement in writing from the third party to keep strictly confidential anything disclosed to it pursuant to this Clause, and shall produce this Agreement at the request of the other Party.

5.2 In case of any contradiction or inconsistency between the Agreement and other matters as agreed upon by Dealer and Distributor, the Agreement shall prevail.

5.3 This Agreement shall be executed in three counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

We, the undersigned, agree to all the provisions listed above, and sign this document of our own free will.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the day and year latest written below.

**UNV Digital Technologies
Company Limited**

**Dealer:
Lisnic Alarm SRL**

**Distributor:
Business Security SRL**

Company representative:

Company representative:

Company representative:

Title:

Boris Pelipetchi

Igor Turcanu

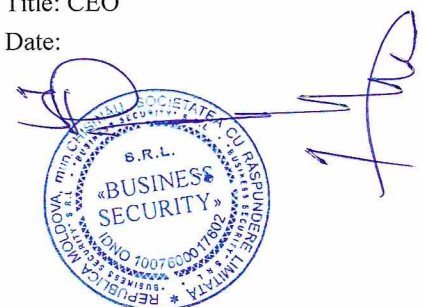
Date:

Title: CEO

Title: CEO

Date:

Date:



**APPENDIX A
DEALER REQUIREMENTS&BENEFITS**

UNIVIEW Dealer Program Overview

DEALER BENEFITS	Details	Certified	Silver	Golden	Platinum
SALES SUPPORT	Rebate program	/			
	Demo equipment discount off	/			
	Project registration & special offer	•	•	•	•
MARKETING SUPPORT	Monthly e-news, product update	•	•	•	•
	Join UNIVIEW Dealer Event	•	•	•	•
	Marketing material support (including but not limited to Brochure, customer gifts, store and signboard decoration support etc.)	/	•	•	•
	Special products Promotion support	•	•	•	•
TECHNICAL SUPPORT	Integration support	/	/	•	•
	UNIVIEW direct hot line service	•	•	•	•
TRAINING SUPPORT	Onsite training	/	/	•	•
	UNIVIEW Product Certification Training	•	•	•	•

Dealer shall have at least one skilled technician who has successfully passed UNIVIEW's certification training during the term of this Agreement, and timely provide technical support to customers.

Dealer warrants that it shall at least maintain as adequate and representative inventory of the Products amounting to no less than two-month stock based on its quarterly target in quantity and variety necessary to meet the requirements of customers.

APPENDIX B
LOYALTY REBATE CRITERIA

QUARTERLY INCENTIVES (CHOOSE ONE FROM FOUR)	COMPLETION RULES		
	Types	Requirements	Total points
<input type="checkbox"/> Brand Promotion Program (Dealer who gets 6 points or more will get 1% Loyalty Rebate based on quarterly accumulative amount of shipped orders.)	Attractive display	Display in a prominent position (can be seen at the door): 1. Products occupy a prominent position of 1/3 of the shelf, score 1 point; 2. 1/2 gets 2 points; 3. Three points for all.	3
	product display cabinet	UNV product display cases account for 1/3 or more of the whole store: 1. Display cases account for 1/3 of the total number of stores, get 1 point; 2. Display cases account for 1/2 of the total number of stores, get 2 points; 3. All 3 points for the UNV exclusive showcase.	3
	Demo	External window display/product Demo display area: add 1 point if both are built	2
	Marketing materials	Stand flag, roll-up banner, poster, push and pull stickers, monitoring stickers, desktop display shelves, hang flags, custom gifts, LOGO stickers, data and data racks, other marketing materials laying (the listed regional materials can also be counted): 1. 1 point for laying 5 kinds of marketing materials; 2. 2 points for laying 10 kinds of marketing materials.	2
	In total	/	10
	<input type="checkbox"/> Sales Team Incentive Program (Dealer who gets 6 points or more will get 1% Loyalty Rebate based on quarterly accumulative amount of shipped orders.)	Types	Requirements
UNV's Dedicated Sales Employment		Dealers are obligated to provide UNIVIEW the name list of UNV's Dedicated sales, whose duty is to promote UNV's products and service.	2
Activity Organization		Organizing training of UNV's product and solution to the installers	2
Monthly Channel Sales Analysis Meeting		Organizing monthly channel sales analysis meeting with UNIVIEW team (new project opportunities, new customers, stock and sell out quantity, etc..)	2
Completion rate		Actual purchasing amount is no less than 80% of quarterly purchase target	4
In total		/	10



<input type="checkbox"/> UNV Products and Solution Promotion Program	Organize at least one UNV products and solution promotion per month, or quarterly projects reported amount to ____.
<input type="checkbox"/> Online Promotion and Drainage Program	Organize at least one UNV Online Promotion and Drainage per month, provide promotion report to the related UNIVIEW sales manager.