

Value Added Reseller Agreement Terms

1. APPOINTMENT OF THE VALUE ADDED RESELLER

Carrier appoints the Value Added Reseller, and the Value Added Reseller accepts this appointment as a non-exclusive Value Added Reseller to act within the Territory as defined hereunder according to the terms of the Agreement.

Carrier grants to the Value Added Reseller the right to purchase the Carrier products listed in the Agreement in order to sell them and to sell related services as integrated into and part of the Value Added Reseller Systems.

No right or license to alter, modify or prepare derivative work of the Products is granted by the Agreement.

The Value Added Reseller shall buy and sell the Products and related services in his own name and on his own account. All offers and quotations made by the Value Added Reseller to potential Customers for the Product(s) shall be issued in the Value Added Reseller's name only. The Value Added Reseller shall not make any offers or quotations, execute any agreements or documents, or make any commitments of any nature in the name of or on behalf of Carrier without the prior written consent of Carrier. Neither Party is granted the right or authority to assume or to create any obligation or responsibility, expressed or implied, on behalf of or in the name of the other Party.

Appointment of sub-distributors, agents, dealers or other assignees is in each case subject to Carrier's prior written approval and further subject to such sub-distributor, agent dealers or other assignees agreeing to comply with Value Added Reseller's obligations and liabilities under the Agreement, including compliance with Carrier Code of Ethics Policies. Notwithstanding the above, Value Added Reseller shall remain liable towards Carrier for the compliance of its sub-distributors, agents dealers or other assignees with the Agreement as for its own conduct and shall indemnify and hold Carrier harmless in relation thereto.

The Parties agree that Value Added Reseller is not prohibited from responding to unsolicited requests from customers outside the Territory for purchases of Products, but Value Added Reseller shall not actively promote, market or resell the Products in the territories outside the Territory, exclusively allocated by Carrier to another buyer or exclusively reserved by Carrier to itself. The foregoing obligation precludes Value Added Reseller from setting up a branch office or distribution depot in connection with, or for the purposes of distribution or for the Products in an area of the EEA which is exclusively allocated by Carrier to another buyer or which is exclusively reserved by Carrier to itself.

2. WARRANTY TERMS

In relation to the sales of the Products, Carrier gives the warranty set out in the Carrier "Return and Warranty Policy Statement" in effect from time to time during the term of the Agreement. A copy of the policy in effect on date of publication is located on <https://firesecurityproducts.com/en/policy/rma-policy>. Carrier's liability under that warranty is in substitution for all other liability in connection with the Products and/or the Agreement in contract, tort or otherwise which Carrier hereby expressly excludes.

3. COMPLIANCE WITH LAWS AND Carrier INTEGRITY POLICIES

Compliance with laws. Value Added Reseller shall comply with all applicable international, national and local laws, regulations, orders and by-laws made by any statutory authorities, other authorities or public bodies, which shall be applicable to it as a result of the Agreement including, without limitation, those related to export control or trade sanctions, those related to data privacy, those relating to the resale or disposal of any Product, equipment or information to Customers and including any laws prohibiting collusion, conflicts of interests, corruption, and unfair competition. Value Added Reseller shall not engage in any activity that could expose Carrier or any of its affiliates to penalties under any laws and regulations of any relevant jurisdiction. Upon signature of the present Agreement, Value Added Reseller shall certify its compliance to the provisions of the Agreement.

Compliance with Carrier Code of Ethics Policies. The Value Added Reseller hereby acknowledges having read and understood the Carrier VAR Code of Conduct Principles and the principles of good corporate conduct set out in Carrier's Code of Ethics available on: <https://www.corporate.carrier.com/corporate-responsibility/governance/ethics-compliance/> Value Added Reseller undertakes to comply with these and also with any amendment and any other or new integrity policy or Carrier Code of Ethics in the performance of its obligations hereunder as well as in its relations with any third parties or under any agreement. Such compliance includes (but is not limited to): (i) the obligation not to pay, offer or promise to pay, or authorize the payment directly or indirectly, of any monies or anything of value (whether in the form of compensation, gift, contribution, ownership, financial or other interest (e.g. governance position, employment, consulting contracting) in VAR or otherwise) to: (a) employees or agents of customers or suppliers, (b) any official of any public international organization, (c) employees or officials of any government, government-owned entities, government instrumentalities, agencies or political subdivision, or public international organizations, (d) political parties, political party officials or candidates for public office (collectively, a "**Covered Person**") or (e) to any third party with knowledge that such money or thing of value will be transferred to a Covered Person, for the purpose of influencing any act or decision of such Covered Person in his or her official capacity, inducing such Covered Person to do or not to do an act in violation of lawful duty, or securing any improper advantage; (ii) the obligation, in transactions with government agencies, to abide by all applicable laws, including but not limited to the applicable anti-corruption, conflict of interest, or related laws or regulations; (iii) the obligation to comply with all applicable laws that prohibit money laundering and that require the reporting of cash or other suspicious transactions. The Value Added Reseller shall not, directly or indirectly, make any payment, or offer any rebate, gift or similar benefit to any employee or representative of Carrier.

Carrier will not be associated with any form of bribery or kickbacks in relation to the promotion or sales of Products. Value Added Reseller hereby confirms that it is acting in compliance with the anti-corruption laws of the Territory, the US Foreign Corrupt Practices Act, the UK Bribery Act and any such other applicable laws and that it is not associated with any culpable actions as defined therein. Therewith Value Added Reseller specifically acknowledges that neither owner, nor shareholder, nor partner, nor officer, nor director, nor current employee of Value Added Reseller has been or is an official of any government or instrumentality thereof as of the date of execution of the

Agreement. Value Added Reseller shall promptly notify Carrier of anything that may affect the accuracy of this acknowledgement during the term of the Agreement.

Value Added Reseller shall refrain from becoming during the Term of the Agreement an employee, officer or director (whether elected or appointed) of a government or any candidate for any position therein ("Government Official") or an agent of any Government Official.

Value Added Reseller agrees to complete any online training and attend all in- person training upon reasonable request of Carrier. In addition, Value Added Reseller shall implement an annual training program, approved by Carrier, aimed at ensuring Value Added Reseller's personnel and management's compliance with the provisions of clause 11.2 above, as well as promoting an ethical and compliant culture within Value Added Reseller's organization.

Value Added Reseller expressly acknowledges, represents and warrants as of the Effective Date and on continuous basis the following :

(i) that the statements and disclosures set forth in the Carrier customer onboarding documentation that Value Added Reseller completed and executed prior to the conclusion of the present Agreement are accurate and complete. In the event of any change to Value Added Resellers' status that would require a modification or update of said materials, Value Added Reseller shall immediately inform Carrier in writing thereof;

(ii) no owner, shareholder, partner, officer, director, nor current employee of Value Added Reseller has been or is an official of any government or instrumentality thereof as of the date of execution of the Agreement. Value Added Reseller shall promptly notify Carrier of anything that may affect the accuracy of this acknowledgement during the term of the Agreement;

(iii) Owners of record do not hold their interests in Value Added Reseller in trust or for the benefit of others

(iv) Neither Value Added Reseller nor any of its officers or employees is a Government Official or agent of any Government Official

(v) No Carrier employee, customer, Government, or Government Official holds an ownership, financial, or other interest in Value Added Reseller or otherwise stands to personally benefit from Value Added Reseller's representation of Carrier

(vi) the present Agreement does not and will not violate or contravene applicable law, including any restrictions on Value Added Resellers' employees arising from their former employment with any Government.

Value Added Reseller agrees not to transfer, release, supply, export or re-export any products (or any part thereof), engineering information or any information relating to the Products, in violation of applicable export control or sanctions laws, regulations, rules or orders. Value Added Reseller shall screen all its customers, sub-distributors, dealers, agents and end users in relation to the Products against applicable governmental lists of denied parties – using the following internet search tool: <https://www.mkdenial.com>.

Value Added Reseller shall not make, and shall ensure that its dealers, agents, sub-contractors and sub-distributors do not make, any sales of Products or services, directly

or indirectly, solicited or unsolicited, into the countries listed below, or such other countries or territories as may be designated as sanctioned, denied or otherwise restricted by the US Government after the Effective date of the Agreement:

Iran
Sudan and South Sudan
Syria
North Korea
Cuba

The Value Added Reseller will indemnify and hold Carrier harmless from any and all claims, damages, costs, obligations, and liabilities, which may arise out of or result from the failure of the Value Added Reseller to comply with the obligations set forth in this Section.

In the event that Carrier reasonably believes that a breach of any of the representations and warranties or agreements contained in this Section has occurred or will occur, Carrier may withhold further performance of any or all of its obligations under the Agreement (including, without limitation, withholding delivery of products) until such time it has received confirmation to its satisfaction that no breach has or will occur. Carrier shall not be liable to the Value Added Reseller for any claim, losses or damages whatsoever related to its decision to withhold performance under this provision.

The Value Added Reseller shall retain and preserve all book and records related to the Agreement within the scope of Carrier' audit rights for the later of 3 years after termination date of the Agreement or a longer period required by law. In addition if the Agreement is terminated for any reason, the Value Added Reseller shall retain and preserve all books and records relating to the work terminated for 3 years after any resulting final termination settlement, and records relating to claims, disputes or litigation or the settlement of claims arising under or relating to the Agreement shall be made available until such appeals, litigation, or claims are finally resolved.

Carrier shall at any time have the right to audit the books and records, including electronic communications and records of the Value Added Reseller related to its performance under the Agreement in order to satisfy itself that no breach of any of the representations and warranties or agreements in this Section has occurred. Carrier shall select an independent third party to conduct, at Carrier's expense, such audit. The Value Added Reseller shall cooperate fully with any such audit. Value Added Reseller's failure to comply with any of the representations and warranties or agreements in this Section is a material breach of the Agreement and the cause for immediate termination hereof by Carrier.

4. GOVERNING LAW

Governing Law. The Agreement shall be governed by and construed in accordance with Dutch law. Any disputes regarding the Agreement shall be submitted to the exclusive jurisdiction of the Courts of Amsterdam in the Netherlands, provided that Carrier may elect to bring proceedings in any other court within or outside the Netherlands which would have jurisdiction in the absence of this jurisdiction clause.

Notwithstanding the aforesaid, it is hereby expressly agreed that Carrier may at its discretion and at all times and without prejudice to the above provisions, initiate

proceedings before the Courts of the Value Added Reseller's domicile, main place of business or any other competent Court, for matters such as moneys due by the Value Added Reseller to Carrier, or Carrier's need to protect or enforce any patent, trademark, copyright or other intellectual property right, confidential information or trade secrets.

Carrier VAR Code of Conduct Principles

1. ETHICAL BUSINESS PRACTICES

Carrier as a subsidiary of Carrier Global Corporation conducts all activities so as to comply with all applicable laws and expects its representatives to use only ethical practices in promoting and selling goods and services and in representing Carrier to governmental authorities. Carrier Global Corporation representative or any applicant to become such representative acknowledges having read and understood the requirements and principles relating to business practices, including but not limited to compliance with Carrier Global Corporation policies governing improper payments, money laundering prevention, trade control compliance, competition law compliance and working with governments, as further stated in this Annex

This document sets forth a summary of the ethical standards of conduct and practices, which must be followed with respect to certain kinds of payments, entertainment and political contributions. Carrier will not authorize, involve itself in or tolerate any business practice that does not follow this statement of policy. Nothing in this document expands or increases the authority to represent Carrier granted by Carrier to the representative under the contract between the parties.

Requirements

General

- Never make or offer, directly or indirectly, anything of value (such as a bribe or kickback) to a customer or government official to influence or reward an action. A business courtesy, such as a gift, contribution or entertainment, should never be offered under circumstances that might create the appearance of an impropriety.
- Obey the laws on **Combating Bribery of Foreign Public Officials in International Business Transactions** and the laws of other countries that relate to matters covered by this statement of policy.

Political contributions

- Obey the laws implementing the laws on **Combating Bribery of Foreign Public Officials in International Business Transactions** and the laws of other countries in promoting Carrier's or your business's position when dealing with government authorities and in making political contributions.
- Never make or offer, directly or indirectly, a payment or anything of value (such as a bribe or kickback) to any political party, party official, or any candidate for political office to influence or reward any governmental act or decision.

Permissible payments

- You may provide customers with ordinary and reasonable entertainment and gifts if they are permitted by the law, the customer's own policies and procedures, and your business's procedures.
- Gifts and entertainment to government officials and employees are highly regulated and often prohibited. Do not provide such gifts or entertainment unless you have determined that you are permitted to do so by applicable laws and regulations and your business's policies and procedures.
- Carrier will terminate contracts with consultants, sales representatives, distributors, independent contractors and any other third parties who are unwilling or unable to represent Carrier in a manner consistent with this statement of policy.

2. FOLLOWING INTERNATIONAL TRADE CONTROLS

To do business in today's global environment, Carrier and its affiliated companies and representatives must follow the laws on international trade controls and regulations.

Requirements

All transactions hereunder shall at all times be subject to and conditioned upon compliance with all applicable export control laws and regulations, including those of the U.S. Government and any amendments thereof. You hereby agree that you shall not, except as said laws and regulations may expressly permit, make any disposition by way of transshipment, re-export, diversion or otherwise, of U.S. origin goods or technical data (including computer software), or the direct product thereof, furnished by Carrier hereunder, other than in and to the ultimate country of destination specified on your order and/or declared as the country of ultimate destination on Carrier's invoice.

3. WORKING WITH GOVERNMENT AGENCIES

Carrier and its representatives must excel as honest, responsible suppliers to all government customers. In the global economy, our customers may include not only federal, state and local governments within the United States, but also government customers throughout the world. This statement of policy describes the company's standards and practices in working with government agencies whether as a prime contractor or subcontractor. It also requires Carrier representatives to be truthful and accurate when responding to government officials responsible for regulating the industries in which we do business.

Carrier standards require more than just obeying the letter of the law. They require that all Carrier representatives uphold the spirit of the law in adhering to the highest standards of honesty and integrity, avoiding even the appearance of impropriety.

Requirements

Transactions with government agencies

- Adhere to the highest standards of honesty and integrity, and abide by all applicable laws.
- Comply with applicable government regulations and procedures, whether Carrier or your business is prime contractor or subcontractor.

Interactions with government officials

- Make sure that reports, certifications, statements, proposals and claims made to government agencies are truthful and accurate.

- Gifts and entertainment to officials and employees of the governments are highly regulated and often prohibited. Do not provide such gifts and entertainment unless you have determined that you are permitted by applicable laws and regulations, and your business's policies and practices, to do so.
- Respect conflict-of-interest laws and regulations regarding the recruitment, hiring or activities of present or former government employees.

Contract proposal and negotiation

- Follow the Public Procurement Laws and other laws and regulations pertaining to procurement. Obtain source selection, competitive or proprietary information only when the government Contracting Officer has authorized release of such information.
- In negotiating certain government contracts, contractors must submit all required cost and pricing data before the contract is awarded. Contractors must also certify in writing that the data are current, accurate and complete. Therefore:
- Maintain current, accurate and complete records of all cost or pricing data. Certify and disclose all data when required by law. When in doubt, disclose.
- Report, prior to certification, all changes or errors in cost or pricing data.

4. COMPLYING WITH THE ANTITRUST LAWS

The antitrust laws are a critical part of the business environment in which Carrier and its representatives operate. They govern the day-to-day conduct of Carrier's and its representatives' businesses in setting prices and other aspects of purchasing, selling and marketing goods and services. Carrier is dedicated to compliance with the antitrust laws in all of its activities. Every Carrier representative is responsible for compliance with the antitrust laws.

Requirements

- Comply with all applicable antitrust laws, and the competition laws of other countries where your company does business.
- Understand the basic requirements of the antitrust laws, decrees and orders that apply to your business's activities.
- Do not propose or enter into any agreements or understandings -- expressed or implied, formal or informal, written or oral -- with any competitor following aspects of a competition between Carrier or your company and the competitor for sales to third parties: prices, terms or conditions of sale, costs, profits or profit margins, product or service offerings, production or sales volume, production capacity, market share, decisions to quote or not to quote, customer or supplier classifications or selection, sales territories, distribution methods.
- Do not propose or enter into any agreements or understandings with customers, which restrict the price at which the customer may resell or lease any Carrier product or service.

5. MONEY LAUNDERING PREVENTION

Money laundering schemes are processes by which the existence, nature or source of illegal funds are disguised to make them appear legitimate. A broad range of financial instruments e.g. money orders, travellers' checks, cashiers checks and corporate checks as well as third party checks (where someone other than the customer entity is the Payor) can be used to launder "dirty" money by putting it into otherwise legitimate investments or purchases. Unfortunately, purchases of Carrier Industrial Systems products could be used for this purpose.

The US and many other countries in which Carrier sells prohibit money laundering and have currency reporting requirements and controls on financial and commercial transactions. Severe criminal and civil penalties (including imprisonment, fines and forfeitures) may be imposed on those who knowingly participate in, or who turn a blind eye to, money laundering activities. Carrier is firmly committed to avoid involvement with money laundering, to comply fully with all applicable anti-money laundering and currency reporting and record keeping requirements and to taking affirmative steps to prevent, detect and report to appropriate authorities suspected violations.

Know the Customer.

A fundamental way for Carrier to avoid becoming involved in money laundering or related activities is to know the true identity of our customers. The Carrier customer "sign up" process must provide Carrier with sufficient information to make a determination that a potential customer is a legitimate, reputable and creditworthy concern.

Acceptable Forms of Payment.

Carrier first line of defence against money laundering and related activities is through the appropriate screening of customer remittances. All remittances must be in a single payment in the full amount of the invoice (adjusted for any debit memos); i.e., no multiple checks and must be in accordance with the following requirements:

Wire or electronic funds transfer: must show invoice(s) nos; Customer must be the originator of the wire or electronic funds transfer.

Customer company check: Company name imprinted on check; Check drawn on company account.

Irrevocable letter of credit: L/C must show invoice(s) nos; Customer must be the account party.

Third party checks: from a source which has been approved in writing in advance by the Carrier Manager Customer Receivables.

Bank checks and foreign drafts: from a source which has been approved in writing in advance by the Carrier Manager Customer Receivables; must be accompanied by a statement from the customer detailing the invoices which are being paid.

Deviations from the Acceptable Forms of Payment Procedures may be made ONLY in extraordinary circumstances and with the advanced written approval of Carrier Legal counsel and Finance Manager.