

DSI AUTHORIZED RETAILER AGREEMENT

This Authorized Retailer Agreement, (“Agreement”), is entered into and effective as of 12/26/2019, by DSI Distributing, Inc. (“DSI”), an Indiana corporation with an office at 12010 Ridgemont Avenue, Urbandale, IA 50323 and USA HOME SAFE with its principal office 4400 N FEDERAL HWY, ESCATAWAMP, FL 33431 (“Authorized Retailer”).

RECITALS:

DSI is engaged in the business of (i) marketing and installing audio-visual satellite television equipment and (ii) marketing and selling other home services branded products and services, including those offered by Vivint, Inc. (“Vivint”).

DSI has entered into an Agreement with Vivint pursuant to which Vivint’s products may be marketed by DSI through its Dealers (“Vivint Agreement”).

Authorized Retailer desires to market the Vivint home services (“Vivint Home Services”) pursuant to the terms and conditions of this Agreement and the applicable provisions of the Vivint Agreement.

The parties desire to enter into a specific agreement governing their respective rights and obligations relating to offering the products and services contemplated by the Vivint Agreement.

AGREEMENT:

In consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

(1) **Services.** During the term of this Agreement, Authorized Retailer shall offer the products and services of Vivint in complete conformance with the terms and conditions of this Agreement and the applicable provisions of the Vivint Agreement attached hereto as Exhibit A.

(2) **Term; Exclusivity.** The term of this Agreement shall commence as of the effective date set forth above and shall continue for two years or for so long as Authorized Retailer continues to otherwise offer any Vivint Home Services under this Agreement and the Vivint Agreement, whichever is later. The term of this Agreement shall automatically renew for an additional one-year period unless either party provides 90 days written notice to the other party prior to the expiration of the current term hereof indicating its intention not renew the term of this Agreement. While Authorized Retailer is not required to exclusively offer Vivint Home Services and may offer and sell other home automation products, Authorized Retailer may only offer Vivint Home Services through DSI and pursuant to this Agreement. If either party terminates this Agreement as provided above, Authorized Retailer may not market, offer or sell Vivint Home Services through any other party for a period of 180 days following the effect date of the termination. The foregoing notwithstanding, this Agreement may be immediately terminated at any time by DSI in the event that Authorized Retailer and/or any of its employees, agents or independent contractors violate any term or condition of this Agreement or the Vivint Agreement

(3) **Fees.** For each installed referral of one of the Vivint Home Services packages to a Qualified Subscriber (as defined in the Vivint Agreement) Authorized Retailer shall be compensated as set forth in Exhibit A hereto (“Fee” or “Fees”). Such Fees will be paid within 30 days of receipt by DSI from Vivint of the amount due to DSI for such referral. It is understood and agreed that the compensation set forth in this section and Exhibit A shall be the total consideration for the Dealer’s performance rendered hereunder and pursuant to the Vivint Agreement, which may be changed from time to time with 30-day notice.

(3A) All Fees and Commissions are subject to chargeback as outlined in Exhibit A

(4) **Representations and Warranties.** Each party represents and warrants that it has the full right and authority to enter into this Agreement; that its employees, agents and representatives are under no legal restraints to prevent performance hereunder and pursuant to the Vivint Agreement; that it has no obligations or commitments inconsistent with this Agreement and/or its performance hereunder; that it and its employees, agents and representatives have sufficient knowledge, experience, training and licensing to perform their respective businesses, including Dealer’s performance hereunder and pursuant to the Vivint Agreement; and that each party and its employees, agents and representatives will perform its business, including Dealer’s performance hereunder and pursuant to the Vivint Agreement, according to the highest professional standards and the standard of care usually and reasonably expected in the industries in which DSI and Authorized Retailer operate. Authorized Retailer shall perform hereunder and pursuant to the Vivint Agreement in compliance with all reasonable instructions from DSI and/or Vivint, in complete compliance with and pursuant to the Vivint Agreement and all applicable laws, including, but not limited, the telemarketing laws and policies described in the Vivint Agreement

(5) **Indemnity Agreement.** Authorized Retailer shall indemnify and hold harmless DSI and its officers, members, managers, agents, employees, affiliates, successors, and assigns, from and against any and all claims, losses, deficiencies, liabilities, obligations, damages, penalties, punitive damages, costs and expenses (including reasonable attorney’s fees) (“Claim or Loss”) arising out of or resulting from: (i) any misrepresentations made by Authorized Retailer in this Agreement, (ii) Dealer’s breach of any provisions or covenants contained in this Agreement and/or the Vivint Agreement, (iii) Dealer’s performance hereunder and pursuant to the Vivint Agreement or the performance of its agents, employees, contractors, representatives, associates, affiliates, successors, and assigns, or (iv) Dealer’s violation of any rule, law or regulation pertaining to the performance hereunder and pursuant to the Vivint Agreement, including, but not limited to, federal and state telemarketing acts and the telemarketing policy of Vivint pursuant to the Vivint Agreement.

(6) **Limitation of Liability.** EXCEPT WITH REGARD TO THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE, IN NO EVENT SHALL Authorized Retailer, ITS INDEPENDENT CONTRACTORS, EMPLOYEES, AFFILIATES, OR SUBSIDIARIES BE ENTITLED TO HOLD DSI OR VIVINT LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTIONS COSTS, REMOVAL AND/OR REINSTALLATION COSTS, REPROCUREMENT OR MANUFACTURING EXPENSES,

OVERHEAD, INJURY TO REPUTATION OR LOSS OF SUBSCRIBERS, EVEN IF DSI OR VIVINT, AS THE CASE MAY BE, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH REGARD THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE, DEALER'S RECOVERY FROM DSI OR VIVINT, AS THE CASE MAY BE, FOR ANY CLAIM SHALL NOT EXCEED THE COMMISSIONS PAID TO AUTHORIZED RETAILER UNDER THIS AGREEMENT IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE. NEITHER DSI OR VIVINT, AS THE CASE MAY BE, SHALL BE LIABLE FOR AND AUTHORIZED RETAILER SHALL INDEMNIFY, DEFEND AND HOLD DSI AND VIVINT HARMLESS FROM ANY CLAIMS BASED ON DEALER'S FAILURE TO ACT IN COMPLIANCE WITH ANY INSTRUCTIONS PROVIDED BY DSI OR VIVINT, AS THE CASE MAY BE, OR WITH ANY AND ALL APPLICABLE GOVERNMENTAL CODES AND REGULATIONS, OR ITS EMPLOYEES OR AGENTS, OR FOR DEALER'S FAILURE TO COMPLY WITH THIS AGREEMENT.

(7) **Insurance.** Neither party shall provide any insurance coverage of any kind for the other Party's employees or contract personnel. Authorized Retailer will maintain workmen's compensation insurance as required by applicable law and general liability insurance in an amount of at least one million (\$1,000,000) dollars insuring against covered liabilities to DSI and/ or Vivint which may arise hereunder, including without limitation, covered obligations of indemnity pursuant to this Agreement. DSI will be named as an additional insured. Authorized Retailer shall provide to DSI a certificate of insurance and copy of the policy at least annually or otherwise upon request of DSI indicating compliance with this section in form and substance satisfactory to DSI. In addition, Authorized Retailer will require that all persons or parties providing services under this Agreement which require the use of an auto, maintain auto liability insurance in at least the amount of minimum coverage required by applicable state law.

(8) **Confidentiality.** The parties hereto agree that, as between them, all confidential information and trade secrets provided in connection with this Agreement constitute important material, the unauthorized use or disclosure of which would gravely affect the effective and successful conduct of the parties' business and its goodwill. Both parties covenant and agree that they will not at any time, whether during or subsequent to the term of his work with the other, in any fashion, form, or manner, unless specifically consented to in writing by the other party, either directly or indirectly, use, divulge, disclose, or communicate to any person, firm, corporation, or other entity, in any manner whatsoever, any confidential information or trade secrets. The parties specifically agree that a breach of any of the provisions of this paragraph shall constitute a material breach of this Agreement. The parties acknowledge that any breach or threatened breach by either party of this Agreement will result in immediate and irreparable harm to the other party, for which there will be no adequate remedy at law, and that the parties will be entitled to injunctive relief to restrain the other party from violating this Agreement, or to compel the other party to cease and desist all unauthorized activity, without posting bond or other security. All personally identifiable information regarding individual subscribers, gathered by Authorized Retailer or provided by DSI or Vivint, pursuant to this Agreement is the property of Vivint and its subscribers, and is considered confidential information. Authorized Retailer shall comply with all laws applicable to the management and security of personally identifiable information to ensure that such personally identifiable information, is not disclosed or distributed by any person or entity in violation of the terms of this agreement or any applicable law.

(9) **Assignment.** Authorized Retailer agrees that its performance hereunder and pursuant to the Vivint Agreement cannot be assigned or transferred by Authorized Retailer without the prior written consent of DSI.

(10) **Relationship and Status.** Authorized Retailer understands and agrees that, for purposes of this Agreement, Authorized Retailer is acting in the capacity of an independent contractor and not as an agent, partner or joint venture of DSI. Authorized Retailer is responsible for obtaining any staffing or administrative support or other assistance necessary to perform hereunder and pursuant to the Vivint Agreement and shall provide and be solely responsible for any and all compensation, benefits, payroll taxes or other obligations and/or insurance to such persons. Authorized Retailer shall pay for all expenses associated with the performance hereunder and pursuant to the Vivint Agreement unless otherwise agreed by DSI. Authorized Retailer acknowledges that it does not have authority to represent or act on behalf of DSI or Vivint except as expressly provided hereunder or pursuant to the Vivint Agreement. Authorized Retailer agrees to comply with all laws related to payment of income, benefits, payroll or other taxes on fees paid for the provision of services hereunder and to indemnify DSI therefrom. Further, as an independent contractor, Dealer's employees, agents and representatives are not eligible to participate in, nor are they eligible for coverage under, any benefit plans of DSI, or other programs, employment policies or procedures or workers' compensation insurance of DSI. In consideration of DSI agreeing to use Dealer's services hereunder, DSI will be released from and indemnified by Authorized Retailer for any liability arising from the failure to provide such plans, programs, policies, procedures and workers' compensation insurance to Dealer's employees, agents or representatives or any other individuals providing Services or assistance hereunder.

(11) **Miscellaneous Provisions:**

- (a) **General.** This Agreement is specific to the parties' rights and obligations arising under this Agreement as it relates to the Vivint Agreement and does not alter or effect any other agreements between the parties with regard to other matters. This Agreement constitutes the entire agreement between DSI and Authorized Retailer with respect to the performance contemplated hereunder and pursuant to the Vivint Agreement and supersedes all previous negotiations, commitments and writings. No modifications or amendments hereof shall be effective unless made in writing and signed by Authorized Retailer and DSI; provided, however, that DSI may modify the Fee provisions of Section (3) and/or Exhibit B by notice to Authorized Retailer effective at the time indicated in said notice.
- (b) **Governing Law; Jurisdiction for Disputes.** This Agreement shall be governed by the laws of the State of Iowa, without giving effect to choose of law principles. Any controversy, claim or dispute arising between the parties in connection with this Agreement shall be resolved by litigation conducted in the Iowa District Court in and for Polk County, Iowa. Any breach of this Agreement may result in irreparable damage to DSI for which DSI will not have an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, Authorized Retailer acknowledges and agrees that DSI may immediately seek enforcement of this Agreement by means of specific performance or injunction, without any requirement to post a bond or other security.

- (c) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but each counterpart shall together constitute one and the same instrument.
- (d) **Payment of Legal Costs by Non-Prevailing Party.** In the event it becomes necessary for either party herein to seek legal means to enforce the terms of this Agreement, the non-prevailing party will be liable for all reasonable attorneys' fees, travel expenses, deposition costs, expert witness expenses and fees and any other costs of whatever nature reasonably and necessarily incurred by the prevailing party as a necessary incident to the prosecution or defense of such action, or in any post-judgment or collection proceeding, plus court costs.
- (e) **Waiver.** No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein by law or in equity. The failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver or create an estoppel from enforcement of such provision, nor in any way to affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every such provisions, or to seek relief as a result of the prior breach.
- (f) **Notices.** Any notice or communication under this Agreement shall be in writing and shall be deemed to have been given when delivered by hand, by a nationally recognized air courier service or through US Postal Service, first class mail, return receipt requested, postage prepaid and addressed to:

If to DSI:
Mark Vandenberg
DSI Distributing, Inc.
12010 Ridgemont Avenue,
Urbandale, IA 50323

If to Authorized Retailer:
MAX SYLVESTRE
USA HOME SAFE
4400 N FEDERAL HWY, SUITE 38
BOCA RATON, FL 33431

(G) **Authorized Retailer** acknowledges that is has read this agreement and agrees to all terms and conditions. Authorized Retailer has independently evaluated the desirability of entering into this agreement and is not relying on Representation, Guaranty or statement other than is set forth in this agreement.

Exhibit A: Commissions and Packages

All Commissions are paid weekly. All bonus payments are paid monthly.

Activation Commissions (Paid Weekly)

Commission Reduction

Calculated after taxes and discounts are removed. Company will have the ability to discount the total ticket amount by up to \$300.00. any discount applied will reduce the total ticketed amount for the purposes of commission. Company will also receive a reduction in commission according to the table below for any discounts applied.

Discount Applied	Reduction in Commission
\$0-\$100	\$0
\$101.00 - \$300.00	\$1.00- \$200. Dollar for Dollar

Hold Back

	Smart Protect	Smart Home
Holdback	\$50.00	\$60.00

- A portion of each sale is held in escrow for 180 days
- The amount held back is determined by the package
- On the 7th month, dealers are reimbursed for their hold back if units are still active

*Example: Dealer activates Smart Protect Program in January, \$60.00 is held back from the dealer. If unit is still active at the end of June, dealer is reimbursed \$60.00 in July. February Hold Backs would be reimbursed in August and ongoing from there.

Chargebacks

- Chargeback Period: 180 days from the point of activation (Months 1-6 of the consumer's contract/agreement with Vivint)
- Chargeback amount 100%
- Hold Back Balances are used first to pay any charge back balances
- In the event there are no Hold back funds to cover a chargeback or chargeback balance, the dealer must immediately pay outstanding balance.
- Failure to pay balance may result in DSI withholding any future commissions until outstanding balance is satisfied.

Exhibit B: Company Compliance Documentation

Company represents and warrants that it will establish all the documentation, policies and procedures set forth below. Upon request, Company shall submit such documentation to Vivint in order to show compliance with local, state, and federal laws and regulation, including but not limited to, the following:

Do Not Call Policy (Corporate & Consumer Versions)

Company has a written Do Not Call policy. This is the version used to train employees.

Company has a consumer version of the Do Not Call Policy. This is the version that is sent to consumers upon demand.

Written Compliance Guidelines

Company has established written compliance guidelines. These guidelines include any documentation pertaining to the Company's compliance related policies, procedures and processes. The guidelines categories include procedures and policies for compliance issues such as:

- o Compliance with third party DNC list acquisition requirements
- o List download and update schedule
- o Verification procedures
- o National, state, wireless, internal DNC suppression
- o State telemarketer registration process
- o Employee compliance training procedures
- o Call procedures
- o Scripts to Prohibited calls
- o Calling time restrictions
- o Abandoned calls
- o Transmit caller ID
- o Non-rebuttal
- o Threaten or intimidate a consumer or use obscene language
- o Intentional annoyance, abusiveness or harassment
- o Required oral disclosures v Outbound operations v Inbound upselling
- o Response to DNC request
- o Response to DNC Policy request
- o Do Not Call Compliance Manager
- o Record keeping and archival standards
- o Campaign management
- o Script reviews and adherence
- o Call abandonment rate compliance
- o Legal review process
- o Monitoring and enforcement procedures
- o Data security (as it relates to compliance data)

Compliance Training Materials

Company has their compliance training materials as well as a written description of how the training is developed, conducted, recorded and reported. This training is centric to DNC and telemarketing compliance, script compliance and compliance with Vivint's contractual requirements.

Do Not Call Registrations (Federal)

Company has written procedures showing how it accesses Vivint's version of the national registry for each new campaign and at least every 30 days for extended campaigns.

Do Not Call Registrations (State)

Company has certifications of registration from all states relevant to the Company's telemarketing activities on behalf of Vivint. Generally, telemarketers should meet the state registration requirements for approximately 35 states (some exemptions may apply). Company has records of updates reflecting material changes in the company's and Company's registration.

Wireless Block & Portability

Company has documentation explaining the process used to manage the wireless block and portability lists. Documentation must include procedures used to suppress calls using automated dialing equipment to wireless telephone numbers.

Established Business Relationship (EBR) Campaigns

Company has a written process it uses to ensure EBR campaigns are suppressed against Vivint's internal DNC list. Also, Company must describe the methodology and dialing system used to ensure calls are made within the federal and state EBR time period guidelines and in accordance with state and federal law.

Campaign Scripts

Company has a written script used for Vivint calling campaigns. The scripts should be complete and include the branches and sequences relative to called party responses.

National Do Not Call Registry

Company has historical DNC registry download activity reports for the past 5 years. These reports should indicate each occasion the registry was accessed over the past 2 years.

State Do Not Call Registry

Company has a record of receipt for purchase of the DNC lists for states that publish their own lists, or a statement regarding how compliance is achieved through a compliance partner. (CO, FL, IN, LA, MA, MS, MO, OK, PA, TN, TX, WI, WY).
Company has reports showing the frequency of download or receipt of state lists.
Company has text files of current versions of state Do Not Call list files.

Wireless Block & Portability

Company has reports indicating downloads of the Wireless block and NeuStar lists for the past two years. Company has a text file of current version of wireless block and NeuStar lists.

Vivint Campaign File

Company has the following Vivint campaign files:

Currently or last active campaign files

- o Currently or last active campaign raw file (prior to compliant suppressions)
- o Same file as above after compliant suppressions were completed
- o Currently used Vivint internal DNC lists files (telephone numbers and dates)

Historical campaign files (internal Do Not Call List)

- o Historical campaign raw-file from Jan 2008
- o Same file as above after compliant suppressions were completed
- o Historical Vivint DNC list file used during this campaign (telephone numbers and dates)

Campaign Record Keeping

Company must provide proof of maintaining Vivint campaign records for at least a 5-year period as required by federal regulations. Archive event logs, dialer logs or other similar means will suffice. Relevant campaign records include:

- o Campaign calling lists
- o Call disposition records
- o DNC requests

- o Scripts

Training Record Keeping

Company must provide copies of compliance training records indicating the subject of the training, date, time and results of training for employees dating back at least 5 years.

Call Abandonment Records

Company must provide dialer records or reports relative to Vivint campaigns for the past 5 years that reflect actual call abandonment rate per campaign, by month.

Prohibited Campaigns

Company shall not use pre-recorded messages or avatar technology of any kind on any Vivint campaign.

This Third Amendment together with the Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes and replaces any prior agreements, representations or understandings (written or oral) between or among Vivint and Company. All promises, representations, understandings, warranties and agreements with reference to the subject matter hereof and inducements to the making of this Third Amendment relied upon by any party hereto have been expressed in this Third Amendment or the Agreement. This Third Amendment and the Agreement may not be modified except by a writing signed by the party against whom enforcement thereof is sought.

IN WITNESS THEREOF, the parties by their duly authorized representatives have caused this Agreement to be executed effective as of the date first above written.

DSI:
DSI Distributing Inc.

By: _____

Date: _____

caused this Agreement to be executed effective as of the date first above written.

Authorized Retailer:

USA HOME SAFE

By:  _____
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Date: 12/26/2019

MAX SYLVESTRE

PRESIDENT

Title