Topaz Authorized Reseller Program Guidelines

Topaz expects the highest level of ethics and performance from its group of Authorized Resellers (Hereafter "Reseller(s)"), and has established this Authorized Reseller Program for the mutual benefit of all our customers and channel partners. These guidelines provide standards, summarize program benefits, and outline corrective actions as may be required.

I. **Reseller Minimum Application Standards.** All Resellers should serve customers in a professional manner and show success in their Topaz product sales. To this end, Topaz requires that prospective Resellers:

   a. Only source Topaz products through Topaz-authorized and approved sources.
   b. Have a working, professional web presence with a company-specific registered URL and corporate email addresses.
   c. Have a physical business address.
   d. Have sufficient personnel, overall scale, credit rating, and operating history.
   e. Not be in material breach of obligations to Topaz or its Authorized Distributors.

II. **Additional Considerations.** Meeting the minimum application standards does not guarantee a prospective Reseller acceptance to the program. Other factors will be considered in the decision including, but not limited to, account manager sponsorship, reseller business model, geographic markets served, vertical market focus, and the quality of the existing relationship between Topaz and the prospective Reseller.

III. **Program Requirements.**

   a. *Proactive, Positive Approach.* Reseller is expected to work proactively in a constructive manner. Reseller will not offer competitive alternatives to any customer or opportunity that has been referred to Reseller by Topaz unless the customer independently requests information concerning competitive alternatives.
   b. *Terms and Conditions.* Topaz Terms and Conditions of Sale are posted on the Topaz website. These may be further modified in the future from time to time. All purchases are subject to these terms and conditions.

IV. **Program Benefits.**

   a. Resellers will be given permission to purchase Topaz products from Authorized Distributors
   b. Topaz may from time-to-time provide special benefits to its Authorized Resellers, including but not limited to acknowledgement and promotion of Authorized Reseller status, pre- and post-sales support and consultation, special promotions, referral of leads, consideration for custom or special products, etc.

V. **Minimum Advertised Price Policy.** Topaz has instituted a Minimum Advertised Pricing (MAP) Policy, which is intended to build and maintain the integrity of all Topaz brands and build brand equity. It is also intended to encourage competition in the sale of Products in a manner that is consistent with the long term interests of resellers and their customers. This MAP Policy pertains to the advertised prices of all Topaz products and accessories ("Products") by authorized resellers and their affiliates and agents. It is directed at the advertised prices only and not at the prices actually charged by resellers. Resellers are to have read and understood the Topaz MAP Policy. The full policy can be found at: **www.topazsystems.com/Information/Topaz_MAP_Policy.pdf.**

VI. **Restrictions.** The proper flow of products from Topaz to customers requires each member of the value chain to adhere to these guidelines:

a. *Sales Restrictions.* Resellers may only sell Topaz products to bona-fide end-users, and may not act as a partner or agent of any third party in the sale of Topaz pads, unless given written consent by a Topaz sales representative.
b. *Disclosure.* Reseller companies shall ensure that any confidential information gained through the Topaz relationship (including without limitation, business plans, product information, pricing or customer leads and contacts), is not disclosed to any 3rd party. No Topaz confidential information may be used for any purpose other than to sell Topaz products and must be returned to Topaz promptly upon request.
c. *Misrepresentation; Non-disparagement.* Resellers shall not misrepresent or disparage Topaz or its products or personnel during the term of this agreement or after. Resellers shall cooperate fully and on a timely with Topaz in correcting any errors regarding Topaz products on the Resellers website, collateral sales materials, or other literature.
d. *Derivative works and refurbished units.* Resellers may not modify or repair Topaz products or facilitate the use or sale of derivative or refurbished units.
e. *Extended warranty and service plans.* Resellers may not offer extended warranty or service plans for any Topaz products without prior written approval from Topaz.
f. *Topaz Trademarks.* Use of Topaz trademarks is subject to Topaz control.
g. *Compliance with Topaz terms and conditions.* Resellers must maintain compliance with all other terms and conditions and agreements with Topaz.
h. *Exceptions.* Resellers must secure prior written approval from Topaz prior to behaving outside of these restrictions.

VII. **Unauthorized Repairs and/or Modification.** In the event of unauthorized repair and/or modification of any Topaz product by or on behalf of Reseller, Reseller will indemnify and hold Topaz harmless from any liability or damage whatsoever arising out of the subsequent use of the product(s). Any such unauthorized repair and/or modification voids all warranty claims.

VIII. **Conduct Violations.** Full cooperation of the Reseller is expected in the investigation of any violations. If confirmed, sanctions may include, but are not limited to, one or more of the following at Topaz's sole determination:

a. Removal of one of more Reseller benefits.
b. Loss of permission to use Topaz trademarks.
c. Removal from the Authorized Reseller program.

IX. **Poor Performance.** Resellers may be allowed a specified period from time from acceptance into the program to meet the minimum program requirements. If removed from the program, Resellers may appeal to Topaz.

X. **Termination.** Topaz reserves the right to terminate a company's Reseller authorization at any time for any reason. Resellers retain the right to terminate their membership in the program at any time.

XI. **Modification.** Topaz reserves the right to modify these guidelines at any time.