



BUSINESS PARTNER APPLICATION

Company Name
Person Name **Title**
Phone **Fax**
Email **website**
Main Business **Years in Business**
Federal Id # (or Social Security #)
License Number (if applicable) **Exp. Date**.....
Type of Organization (circle one) **Proprietorship / Partnership / Corporation / LLC**
Target Market Segment

Biometric Products/Services currently offered by the Company:

<i>Manufacturer/Supplier</i>	<i>Product Description</i>	<i>last 12 month \$Volume</i>

First year sales projection for ekeyUSA products

<i>Product</i>	<i>Volume in US\$ Value</i>	<i>Volume in Units QTY</i>
ekey® TOCAhome		
ekey® TOCAnet		



Addresses

<i>Details</i>	<i>Main</i>	<i>Billing if different</i>	<i>Shipping if different</i>
Address			
City			
State			
Zip Code			
Country			
Notes			

Payment Terms: 50% down payment and remaining 50% before shipment

Payment Method

<input type="checkbox"/> Visa	<input type="checkbox"/> Checks
<input type="checkbox"/> MasterCard	<input type="checkbox"/> Others _____

Card/Account Num

Card Exp. Date / **Card Code:**

Name on Account

Checking Bank Name

Account Address

Zip Code

I hereby certify that the information contained in this sheet and all attachments hereto are true and correct to the best of my knowledge and hereby authorize ekeyUSA to check all information contained herein by whatever means ekeyUSA finds appropriate. I understand that any falsification of documents and any fraudulent information or misrepresentation will serve as grounds for nullification of this application. Upon signing this Application, I also agree to the terms and conditions of this contract as stated on the second page of this form.

Business Partner Name

Signature

Date



1) TERMS AND CONDITIONS

- a) This contract shall be valid for a period of one (1) year effective from the date of signing by the following two parties: ekeyUSA Systems, LLC (thereafter referred to as ekeyUSA); and, _____ (thereafter referred to as Business Partner).
- b) The Business Partner represents the interest of ekeyUSA in an honest and professional manner and at no time misrepresents ekeyUSA's products and services to any third party.
- c) The Business Partner discloses promptly to ekeyUSA any competitive new product or service intends to offer that are not listed in this agreement and will directly compete with ekeyUSA products.
- d) The Business Partner allocates a suitable sales and display area for the ekeyUSA products on its web site or show room as applicable.
- e) The Business Partner shall hold ekeyUSA free from and harmless against any and all claims, losses or damages incurred by its agents or sales personnel; and shall be held liable and remain responsible for all their acts and omissions as fully as if they performed the act or omission themselves.
- f) The Business Partner refrains from disclosing or in any way reveal, directly or indirectly, to any person or entity, discount pricing, details or other information contained in these terms and conditions between ekeyUSA and the Business Partner.
- g) The Business Partner abides to all governmental regulations in relation to the Business Partners regular business performance. (i.e., taxes, licenses, permit, etc.)
- h) The Business Partner agrees that all returns requires the followings to be accepted by ekeyUSA:
 - i) A Return Merchandise Authorization Number (RMA#) from ekeyUSA.
 - ii) All Returns must be in perfect resalable condition (package, products and manuals must be unmarked).
 - iii) All Returns must be received within 30 days of purchase.
 - iv) All Returns will be assessed a 25% re-stocking fee.
 - v) Software & SDK items are not returnable.
 - vi) Defective items will be repaired or replaced (based on ekeyUSA own discretion) for the duration of original warranty.
 - vii) Shipping charges are the Business Partner's responsibility and are not refundable.
- i) The Business Partner shall not publish any advertisement which may mislead or deceive the public, or may be detrimental to the good name, trademark, logo, goodwill, or reputation of ekeyUSA.
- j) The Business Partner operates itself as an independent contractor and is not in partnership with ekeyUSA. No right has been given to the Business Partner to enter into any agreement or commitment in the name or behalf of ekeyUSA or to bind ekeyUSA in any respect whatsoever. Neither shall anything contained herein or done in pursuance hereof, constitute the parties as legal representatives of the other for any purpose whatsoever.
- k) The Business Partner must have ekeyUSA's approval prior to any advertisement or promotion efforts using the name or trademark logo of ekeyUSA.
- l) ekeyUSA shall not be responsible for any negligence or default of the Business Partner, its agents and employees, and will keep ekeyUSA indemnified against the same and all actions, proceedings, claims, demands, and expenses in relation hereto. Moreover, ekeyUSA accepts no responsibility in the event any property damage or injury occurs to users of the products, or installers of the products.
- m) ekeyUSA reserves the right to make price changes at any time without notice.
- n) ekeyUSA retains its full rights to sell its products directly to any legal entity or anybody in any territory without consulting with the Business Partner.
- o) ekeyUSA shall provide sales materials and product brochures to the extent possible, to support the sales of its products and services.

