

ASI Middle East Trading Ltd – ----- Distribution Agreement

This agreement is made by ASI Middle East Trading Ltd. Amman, Jordan (hereinafter called “MET”),
And ----- (hereinafter called “-----”).

RIGHT TO PURCHASE

MET grants to ----- the right to purchase ASI/RH products for installing, testing & commissioning of Building Management System. MET shall have the right to furnish controls as original equipment on Chillers, Cogeneration Plants and other equipment manufactured outside the Designated Countries.

PRICES

----- shall be entitled to purchase ASI products at MET Export (VAR) Prices.

TERMS & CONDITIONS

All sales by ----- shall be subject to ASI Controls’ Terms and Conditions, a copy of which is attached to and made part of this Agreement. ASI/MET may revise the Terms and Conditions, and shall in that case provide the revised version to ----- . ----- agree sales will be governed by the ASI/MET revised Terms and Conditions in the event ASI/MET provides such revisions.

TERM OF AGREEMENT

This agreement is effective 01 / 03 / 2015 based on execution by both MET and -----, and shall be in effect for one year from this date unless terminated sooner by either party. This agreement shall terminate automatically at the end of the initial one year term unless both parties agree to extend the duration and execute a written extension accordingly.

TERMINATION

Either party may terminate this agreement at any time by providing 3 months written notice to the other party. ----- will furnish MET a list of existing projects at the time ----- initiates termination, or at the time ----- receives written notice of termination from MET (whichever occurs sooner).

----- shall have 90 calendar days to order products from the existing projects list. The 90 day period shall commence on the next business day after written termination notice is delivered. The 90 day period shall commence regardless of whether the ----- acknowledges receipt of the written termination notice. ----- shall cease immediately all quotation for future product sales upon receipt of written termination initiated by MET, or at the time the ----- initiates termination.

SOFTWARE LICENSING

The ----- and MET accepts the terms of the ASI Controls’ Software License Agreement for all uses of ASI Controls Software. A copy of the Software License Agreement is attached to and made part of this Agreement.

INDEPENDENT BUSINESS

----- will not bind or commit ASI/MET to any obligation or incur any liability on behalf of ASI/MET or make any representations on behalf of ASI/MET.

NONCOMPETING LINES

----- agrees to furnish MET a list of products represented and to inform MET of any changes to that list. MET may request ----- not to represent other products that ASI deems to be competing.

ASSIGNMENT

This agreement is between MET and ----- . ----- shall neither assign nor transfer this agreement or any interest therein without the prior written consent of MET.

PRIOR AGREEMENT

This agreement cancels and supersedes all previous agreements, whether oral or written. This agreement constitutes the entire agreement between ----- and MET.

PRICES

MET shall provide ----- an ASI Controls 2014 Price List. ----- may purchase at ASI's Export (VAR) prices.

TRAINING REQUIREMENT

----- agrees to provide essential (basic) and advanced training on the application and configuration of ASI hardware and software.

MINIMUM INVENTORY

Within 90 days of completion of this agreement, ----- agrees to purchase a minimum inventory package including as spares at least two of every ASI product that ----- may offer for sale.

MINIMUM PURCHASES

----- will use its best efforts to sell systems resulting in purchases totaling \$ 100,000 in ASI products in the first 12 months after the execution of this agreement (01 / 03 / 2015 to 28 / 02 / 2016), and totaling \$150,000 in the second 12-month period after the execution of this agreement (01 / 03 / 2016 to 28 / 02 / 2017). This minimum sales requirement will be subject to revision annually thereafter.

Payments

----- shall pay full amount in advance on ASI Controls products to MET at MET Export (VAR) prices.

Logistic and Support

MET Authorized Electrowatt Controls (AIS Controls VAR in Qatar), for all required Logistic, Receiving Payments & Required Technical support. ----- can request Electrowatt Controls to quote for a full technical support for the projects at any stage.

EFFECTIVE DATE

This agreement is effective as of 01 / 03 / 2015, subject to execution by ----- and MET.

DESIGNATED CONTACTS

----- shall provide contacts for technical, sales, and payment issues. ----- shall inform MET of changes in designated contact personnel and changes to contact phone numbers and/or email addresses.

Technical Contact: _____

Phone: +_____ Email: _____

Sales Contact: _____

Phone: +_____ Email: _____

Accounts Payable Contact: _____

Phone: (+____) _____ x _____ Email: _____

----- Phone: (+____) _____ x _____

----- Fax: (+____) _____ x _____

----- Email: _____

Authorized Signature & Stamp of -----:

Name: _____

Date: March 01, 2015

Title: _____

Signature: _____

Stamp:

Authorized Signature & Stamp of ASI Middle East:

Name: _____

Date: March 01, 2015

Title: _____

Signature: _____

Stamp:

Witness – ASI Controls:

Name: _____

Date: March 01, 2015

Title: _____

Signature: _____

Stamp:

ASI Controls Terms and Conditions

ALL SALES MADE BY ASI/MET CONTROLS ("SELLER") ARE
MADE ON THE FOLLOWING TERMS AND CONDITIONS

1. PRICES AND TAXES

Prices are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes or duties now in force or enacted in the future. Any such tax, fee, or charge of any nature whatsoever imposed by any governmental authority on, or measured by, the transaction between Seller and Buyer shall be paid by the Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such tax, fee or a charge, at the time of sale or thereafter, the buyer shall reimburse Seller therefor.

2. DELIVERY

Delivery will be made F.O.B. San Ramon, California. The time of delivery is the time the product is picked up by the carrier. Title to the products and responsibility for insurance shall pass to the Buyer upon delivery thereof by Seller to carrier (F.O.B. San Ramon) and upon delivery the Buyer shall be responsible for and bear the entire risk of loss or damage to the products.

3. SHIPMENT

In the absence of specific shipping instructions, Seller will ship by the method it deems most advantageous. Transportation charges will be collected, or if prepaid, will be subsequently invoiced to Buyer. Unless otherwise indicated, Buyer is obligated to obtain insurance against damage to the material being shipped. Unless otherwise specified, products shall be shipped in standard commercial packaging. When special or export packaging is requested or, in the opinion of Seller, required under the circumstances, the cost of the same, if not set forth on the invoice, will be separately invoiced.

4. SECURITY INTEREST

Seller hereby reserves a purchase money security interest in the products sold and the proceeds thereof, in the amount of its purchase price. In the event of default by Buyer of any of its obligations to Seller, Seller shall have the right to repossess the products sold hereunder and without liability to Buyer. In such event, Buyer agrees to make products available to Seller so that Seller can repossess them without a breach of the peace. These security interests will be satisfied by payment in full. A copy of the invoice may be filed with appropriate authorities at any time as a financing statement and/or chattel mortgage, in order to perfect Seller's security interest. On request of Seller, Buyer will execute financing statements and other instruments Seller shall desire to perfect its security interest.

5. TERMS OF PAYMENT

Terms are pre-payment unless credit has been established.

6. DATA AND PROPRIETARY RIGHTS IN DATA

Portions of the data supplied are proprietary to Seller. Seller retains for itself all proprietary rights in and to all designs, engineering details, and other data pertaining to any product sold except where rights are assigned under written agreement by a corporate officer of Seller.

7. LIMITED WARRANTY

Seller warrants that the products sold will be free from defects in material and workmanship and perform to Seller's applicable published specifications for a period of 12 months from the date of installation by Buyer, provided that this warranty shall expire 18 months from the date of shipment by Seller to Buyer. The liability of the Seller hereunder shall be limited to replacing or repairing, at its option, any defective products which are returned F.O.B. Seller's plant, San Ramon, California (or, at Seller's option refunding the purchase price of such products). In no cases are products to be returned without first obtaining permission and a customer return order number from Seller. In no event shall Seller be liable for any consequential or incidental damages. Equipment or parts which have been subject to abuse, misuse, accident, alteration, neglect, unauthorized repair or installation are not covered by warranty. Seller shall make the final determination as to the existence and cause of any alleged defect. No liability is assumed for expendable items such as lamps and fuses. No warranty is made with respect to custom equipment or products produced to Buyer's specifications except as specifically stated in writing by Seller in the contract for such custom equipment.

This warranty is the only warranty made by the Seller with respect to the goods delivered hereunder, and may be modified or amended only by written instrument signed by a duly authorized officer of Seller and accepted by Buyer.

Except as hereinabove provided, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SELLER EXPRESSLY EXCLUDES AND DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. LIFE SAFETY DISCLAIMER

ASI CONTROLS PRODUCTS ARE NOT INTENDED FOR OR SUITABLE FOR USE, AND SHALL NOT BE USED, AS COMPONENTS IN LIFE SUPPORT DEVICES OR SYSTEMS, AIR QUALITY DEVICES OR SYSTEMS, OR ANY AVIATION, NUCLEAR OR OTHER APPLICATION THAT PROTECTS, SUPPORTS, OR SUSTAINS LIFE, WHERE THE FAILURE OF SUCH COMPONENT TO PERFORM CAN REASONABLY BE EXPECTED TO RESULT IN SIGNIFICANT BODILY INJURY, CAUSE THE FAILURE OF, OR AFFECT THE SAFETY OR EFFECTIVENESS OF SUCH DEVICE, SYSTEM OR APPLICATION.

9. LIMITATION OF LIABILITY

Seller shall not be liable for any loss, damages, or penalty resulting from delay in delivery when such delay is due to causes beyond the reasonable control of Seller, including but not limited to supplier delay, force majeure, act of God, labor unrest, fire, explosion, or earthquake. In any such event, the delivery date shall be deemed extended for a period equal to the delay.

SELLER'S LIABILITY UNDER, FOR BREACH OF, OR ARISING OUT OF THIS AGREEMENT AND/OR SALE SHALL BE LIMITED TO REFUND OF THE PURCHASE PRICE. IN NO EVENT SHALL SELLER BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY THE

BUYER. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT) WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE. THIS EXCLUSION ALSO INCLUDES ANY LIABILITY WHICH MAY ARISE OUT OF THIRD PARTY CLAIMS AGAINST BUYER. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF SELLER ARISING OUT OF THIS AGREEMENT AND/OR SALE.

10. SUBSTITUTIONS AND MODIFICATIONS

Seller shall have the right to make substitutions and modifications in the specifications of products sold by Seller provided that such substitutions and modifications will not materially affect overall product performance.

11. CANCELLATION

This contract may be canceled by Buyer only upon the payment of reasonable cancellation charges, which shall include but not be limited to expenses already incurred for labor and material costs, overhead, commitments made by Seller, and a reasonable profit. In the event of cancellation, Buyer will have no rights in partially completed goods.

12. BANKRUPTCY

If Buyer shall become bankrupt or insolvent or compounds with his creditors or commences to be wound up or suffers a receiver to be appointed, Seller shall be at liberty by notice in writing to cancel this contract without judicial intervention or declaration for default of Buyer and without prejudice to any right or remedy which shall have accrued or shall accrue thereafter to Seller.

13. ACCEPTANCE BY BUYER-ENTIRE AGREEMENT

The terms and conditions as set forth herein, shall constitute the entire agreement between Seller and the Buyer. Seller shall not be bound by any terms of Buyer's order which are inconsistent with the terms herein set forth. Acceptance by the Buyer of these terms may be made either by written acceptance, or by receipt by Buyer of delivery of any products described on the face of this document and failure by Buyer to return the same within five (5) days following delivery of such products as herein provided.

This contract shall not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not made a part of the contract by its express terms.

The failure by Seller to enforce at any time any of the provisions of this contract, or to exercise any election or option provided herein, shall in no way be construed as a waiver of such provisions or options, nor in any way to affect the validity of this agreement or any part thereof, or the right of Seller thereafter to enforce each and every such provision.

Buyer hereby acknowledges that he has not entered into this agreement in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically set forth herein.

14. APPLICABLE LAWS, JURISDICTION AND VENUE

The contract between the parties is made, governed by and shall be construed in accordance with the laws of the State of California. The California state courts of Santa Clara County, California (or, if there is exclusive federal jurisdiction, the United States District Court for the Northern District of California) shall have exclusive jurisdiction and venue over any dispute arising out of this agreement and sale, and Buyer hereby consents to the jurisdiction of such court.

15. ERRORS

Stenographic and clerical errors are subject to corrections.

16. ATTORNEY'S FEES

Reasonable attorney's fees and costs shall be awarded to the prevailing party in the event of litigation involving the enforcement or interpretation of this agreement or any request for shipment release issue and accepted under the terms and conditions of this agreement.

17. EXPORT CONTROL LAWS

This Agreement is subject to compliance with, and each party will comply with, all U.S. Export Control Laws, U.S. Export Administration Regulations, U.S. trade restrictions and trade sanctions, and the Foreign Corrupt Practices Act and any amendments to such laws, regulations or restrictions.

* Software License Agreement

This software license agreement is an addendum to ASI Controls Terms & Conditions; all ASI Controls Terms & Conditions apply to this agreement.

This Software License Agreement ("Agreement") is made and effective immediately between ASI Controls/ MET and the purchaser of the Software ("Licensee").

ASI Controls grants Licensee a license to use this software package ("Software").

Licensee desires to utilize a copy of the Software. THEREFORE, ASI Controls and Licensee agree as follows:

1. ASI Controls hereby grants to Licensee a perpetual, non-exclusive, limited license to use the Software as set forth in this Agreement
2. Payment of a License Fee to ASI Controls is required to use the Software outside of a one-time initial Evaluation Period.
3. Licensee acknowledges that ASI Controls retains exclusive title and ownership rights to Software.
4. Software licensed under this agreement may be installed on only one computer.
5. Licensee shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else, without the prior written consent of ASI Controls; provided that Licensee may make copies of the Software for backup or archival purposes.
6. This Agreement shall be construed and enforced in accordance with the laws of the state of California.
7. This agreement will remain in force unless terminated by written agreement of both ASI Controls and Licensee.
8. This Agreement may be modified only by a further writing that is duly executed by both parties.
9. ASI CONTROLS PRODUCTS ARE NOT INTENDED FOR OR SUITABLE FOR USE, AND SHALL NOT BE USED, AS COMPONENTS IN LIFE SUPPORT DEVICES OR SYSTEMS, AIR QUALITY DEVICES OR SYSTEMS, OR ANY AVIATION, NUCLEAR OR OTHER APPLICATION THAT PROTECTS, SUPPORTS, OR SUSTAINS LIFE, WHERE THE FAILURE OF SUCH COMPONENT TO PERFORM CAN REASONABLY BE EXPECTED TO RESULT IN SIGNIFICANT BODILY INJURY, CAUSE THE FAILURE OF, OR AFFECT THE SAFETY OR EFFECTIVENESS OF SUCH DEVICE, SYSTEM OR APPLICATION.