

National Account Agreement

This Agreement is entered into as of _____, 202_ by and between Delta Controls ("Delta Controls"), with principal corporate offices at 17850 56th Ave., Surrey, BC, V3S 1C7, Canada

and _____ ("Distributor")

and _____ ("Customer")

Whereas Delta Controls is a manufacturer of DDC control products, parts and accessories (the "Products") and the Distributor is the authorized distributor of the Products pursuant to a distributorship agreement between Delta Controls and the Distributor (the "Distributorship Agreement");

Whereas the Distributorship Agreement provides for the designation by Delta Controls of certain customers as National Account Customers and the allocation by Delta Controls of such National Account Customers to specific distributors;

Whereas the Customer desires to be designated as a National Account Customer and allocated to the Distributor; and

Whereas the Distributor desires the Customer to be allocated as a National Account Customer.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual premises, promises and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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1. COVENANTS

- 1.1. Delta Controls hereby designates and allocates the Customer as a National Account Customer of the Distributor within the Territory.
- 1.2. Pursuant to the Distributorship Agreement Delta Controls will provide Products and offer training to the Distributor.
- 1.3. Delta Controls will use reasonable efforts to ensure that other distributors of Delta Controls within the Territory do not sell products and related services to the Customer.
- 1.4. The Distributor will provide a uniform, consistent and high standard of service to the Customer consistent with the standards of a competent and efficient distributor of the Products, or as may be more particularly specified from time to time by Delta Controls.
- 1.5. The Distributor will provide to, and install and service for, the Customer, at a fair market value, all Products as reasonably requested from time to time by the Customer (subject to availability).
- 1.6. Subject to section 2.0 hereof, the Customer will exclusively use the services of the Distributor, or any other distributor allocated by Delta Controls, for the supply, installation and servicing of all Products required by the Customer within the Territory.

2. TERMINATION

- 2.1 Subject to section 2.2 hereof, this Agreement may be unilaterally terminated by any of the parties hereto on 30 days notice in writing to the other parties.
- 2.2 This Agreement will automatically terminate upon the termination of the Distributorship Agreement.
- 2.3 The Term of This Agreement is for a period of three years from date of acceptance.

Head Office

17850 56 Ave. Surrey
BC Canada V3S 1C7

Phone/Fax

Tel +1 604.574.9444
Fax +1 604.574.7630

Web /Email

info@deltacontrols.com
www.deltacontrols.com

3. GENERAL

- 3.1 The parties agree to cooperate in good faith with each other in connection with any action or step to be taken in connection with this Agreement.
- 3.2 This Agreement shall be governed by and construed under the laws of the State of California. The federal and state courts within the State of California shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. The parties hereby expressly consent to the personal jurisdiction of the federal and state courts within California.
- 3.3 As between Delta Controls and the Distributor this Agreement does not create any rights or obligations in addition to those contained in the Distributorship Agreement and in the event of any inconsistency or conflict between this Agreement and the Distributorship Agreement, the terms and conditions of the Distributorship Agreement shall prevail.
- 3.4 Distributor shall provide the Customer contact information (address, phone, email) to Delta Controls and update it as necessary. Attach the contact information to this agreement. Email insidesales@Deltacontrols.com with updates.
- 3.5 Distributor shall provide the location information for each Customer site on which Delta Controls product is installed. Email insidesales@Deltacontrols.com with updates.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set out above.

Delta Controls

by _____

Distributor:

by _____

Customer:

by _____

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