

THIS AGREEMENT is made by and between Udisense, Inc., dba Nanit (hereafter "UDISENSE") and the independent retailer (hereafter "Dealer") as of the date Dealer accepts the terms via the UDISENSE website (the "Effective Date")

1. Appointment. Subject to the terms and conditions of this Agreement, during the Term, UDISENSE appoints Dealer as an authorized non-exclusive dealer of the UDISENSE products, within the Territory all of which are set forth on the attached Exhibit A (the "Products"). Dealer agrees to comply with the MAP pricing set forth in the attached Exhibit B. For all Products, Dealer will only submit orders to and purchase from UDISENSE directly.

2. Responsibilities. Dealer, at its own expense, will do each of the following: (a) promote the sale and use of the Products; (b) promptly and effectively respond to questions and requests regarding any Products (i) from actual and prospective end user purchasers (but not resellers), including without limitation questions and requests from UDISENSE regarding any or all of the customers of Dealer; (c) represent the products in a professional manner during the Term; (d) refrain from any conduct that is or could be detrimental to the reputation or integrity of any or all of Dealer, UDISENSE and Products; (e) refrain from knowingly or negligently directly or indirectly (i) advertising, promoting or selling in any or all of the following ways: (A) outside the Territory, (B) doing business under or otherwise using any business name(s) or storefront(s) other than the acceptable variants thereof (as determined by UDISENSE), (C) online in any fashion, unless and only to the extent each business name, storefront, website and marketplace used for such purpose by such Dealer is expressly approved in advance by UDISENSE in writing for such use and which approval has not been rescinded by UDISENSE and (D) search engine marketing campaigns which bid on search terms matching or containing brand names and trademarks owned by UDISENSE and (ii) selling in either or all of the following ways: (A) to anyone for resale, (B) on any website, including, but not limited to: Amazon.com, Ebay.com, Craigslist.com, Groupon.com, LivingSocial.com, or Woot.com ; (f) use any UDISENSE intellectual property only as permitted by UDISENSE, including without limitation (i) maintaining the confidentiality of all information designated as confidential by UDISENSE and (ii) using only artwork, images and copy depicting or pertaining to any or all Products or otherwise regarding UDISENSE that have been expressly approved by UDISENSE in writing for use by Dealer and which approval has not been rescinded by UDISENSE notice; (g) refrain from questioning or challenging the rights claimed by UDISENSE in or to the UDISENSE intellectual property; (h) comply with all laws; (i) promptly and in timely fashion comply with whatever request may be made by UDISENSE relating to any law; and (j), after termination of this Agreement, immediately cease: (i) advertising, promoting and selling any and all Products and (ii) all use of anything which would give the impression that Dealer is an authorized dealer, reseller or representative of or for any or all of such products or has any affiliation whatsoever with UDISENSE or such Products.

3. Relationship. Neither any or all of the duties and obligations thereunder may be delegated, transferred or assigned by Dealer without the express written consent of UDISENSE. Each delegation, transfer or assignment by Dealer without such consent shall be void. The relationship between UDISENSE and Dealer shall be that of independent contractors, and, notwithstanding the use anywhere of the term "partner," anything similar thereto or any other term(s), nothing regarding the relationship between the Parties expressed or implied in the agreement or elsewhere shall constitute or be deemed to constitute a partnership, joint venture or franchise between UDISENSE and Dealer or shall constitute or be deemed to constitute Dealer as agent of UDISENSE for any purpose whatsoever. Dealer shall have no authority or power in any way for any purpose to do any or all of the following: (a) bind UDISENSE, (b) contract in the name of UDISENSE and (c) create a liability against UDISENSE.

4. Acceptance. At all times, UDISENSE shall have the right to: (a) accept, reject, or, if already accepted by UDISENSE, cancel any or all orders for any reason or no reason; and (b) in the event that UDISENSE should determine that one or more special credit restrictions apply, impose such payment terms as UDISENSE deems appropriate.

5. Termination. This Agreement may be terminated by UDISENSE upon five (5) days written notice to the other party.

6. Buyback. There is no buyback offered for unsold inventory.

7. Modification. At any time and without prior notice: (a) UDISENSE may modify any or all of its policies and rescind any or all of the consents and approvals provided by UDISENSE, with each such modification or rescission becoming effective immediately, unless UDISENSE notifies Dealer in writing of another effective date and (b) any or all Products may change, in which case, Dealer acknowledges and agrees that UDISENSE may without liability or penalty cancel all pending orders (even if accepted) from Dealer for such changed item(s) and refuse to accept any new orders from Dealer for such item(s).

8. Applicable Law. The Agreement and all agreements associated herewith shall be governed in all respects by the laws of the State of New York without regard to its conflict of laws principles, and all claims and/or lawsuits in connection with this Agreement, an Order Form, and/or any associated agreements must be brought in any state or federal court located in the State of New York, and the Parties hereby irrevocably submit to the jurisdiction and venue of any such court.

9. Orders. In the event that UDISENSE receives one or more orders (or similar or related documents) from Dealer which contain one or more provisions which are inconsistent with or in addition to any or all provisions of this Agreement: (a) each such order (or document) will be conclusively deemed to be governed by this Agreement; (b) each such inconsistent or additional provision will be deemed stricken; and (c) none of the orders will be deemed to be governed by any provision(s) other than that or those contained in this Agreement, unless and until a written supplement is duly executed by both of the Parties which expressly adopts such provision(s).

10. Headings. The headings appearing at the beginning of any or all of this agreement and each part thereof are for convenience only and shall not be deemed to define, limit or construe the contents of any or all thereof. This Agreement shall be deemed to reflect the mutual intent of the Parties, and no rule of strict construction shall be applied against either Party. UDISENSE shall not be liable for: (a) loss, damage or delay resulting from any cause whatsoever beyond the reasonable control of UDISENSE and (b) consequential, incidental, punitive or special damages, loss or expense to any or all of Dealer and others for any reason(s) whatsoever. The interpretation by UDISENSE of this Agreement will control. Wherever required by the context thereof, each pronoun used therein shall be deemed to include both the singular and the plural and to encompass each gender. UDISENSE's maximum aggregate liability under this Agreement shall be capped at the fees paid to UDISENSE by Dealer within the prior twelve (12) months leading up to such liability.

11. Integration. This agreement, as modified from time to time: (a) constitutes the entire understanding of the Parties binding upon them with respect to the subject matter thereof; (b) is intended to govern the relationship between the Parties therefor; (c) supersedes all agreements, representations or statements between the Parties, either oral or written; and (d) except as otherwise provided herein, may be amended or modified only by a written supplement and, in the case of this Agreement only, duly executed by both of the Parties, as each Party hereby waives its right, if any, to modify this agreement orally. Each Party acknowledges and agrees that: (i) it has full authority to execute and perform this Agreement; (ii) each agreement (other than this Agreement) between UDISENSE and Dealer ; (iii) the terms and conditions of this Agreement are material bargained-for bases of this Agreement and have been taken into account and reflected in determining the consideration to and from each Party under this Agreement and the decision by each Party to enter into this Agreement; (iv) in the event of any conflict between this Agreement and any other agreement, this Agreement will control (unless specifically agreed to by the parties); and (v) this Agreement may be executed in separate counterparts (and any or all of such counterparts may be transmitted or exchanged as hardcopy, as portable document format (pdf) files or by other electronic means), each of which is deemed to be an original (and originally executed), and all of which taken together constitute one and the same binding agreement.

12. Enforcement. In the event UDISENSE file(s) any action(s) against Dealer to enforce or defend any of the rights claimed by UDISENSE or file(s) any response(s) to or in any action(s) brought against UDISENSE by Dealer, UDISENSE shall be entitled: (a) to equitable relief without the necessity of posting bond or other security (including without limitation entry of temporary and permanent injunctions and

orders of specific performance) and (b) to recover from Dealer in each judgment wholly or partially in favor of UDISENSE entered in such action(s) the attorneys' fees and arbitration and litigation expenses of UDISENSE, the court costs and damages as permitted by law, the costs of collection thereof and other relief as an arbitrator, arbitration tribunal or court may award or order.

13. Waiver. Except as otherwise expressly provided in this agreement or as the Parties otherwise may expressly agree in writing signed by both of the Parties, no failure, refusal, neglect, delay, waiver, forbearance or omission by UDISENSE to exercise any right(s) under this agreement or to insist upon full compliance by Dealer with Dealer's duties, obligations or restrictions thereunder shall constitute a novation or waiver of any provision(s) thereof or otherwise thereafter limit the right of UDISENSE to fully enforce any or all of the provisions and parts thereof.

14. Survivability. The respective rights and obligations of the Parties hereunder shall survive the expiration or termination of this Agreement, regardless of the reasons for its expiration or termination, if they should by law or by their nature ordinarily be deemed to survive. .

15. Notices. Except as otherwise provided in this agreement, each notice described therein to either Party (including without limitation to change a Party's principal address) must be in writing and shall be sent to the intended recipient (with all fees paid) by express courier service or email to such recipient's principal address shown in the Introduction and shall be considered effective or received when actually received or refused by such recipient, provided that the sending Party has written confirmation thereof and such refusal was not due electronic or mechanical malfunction or failure.

Exhibit A

Term: 12 months

Territory: North America

Products:

- Nanit camera + wall mount (sku: N111)
- Nanit camera + floor stand (sku: N101)
- Nanit multi-stand (sku: N102)
- Also includes potential newer models of these three variants

Exhibit B

Nanit Minimum Advertised Price Policy (MAP)

To protect the investment made by our resellers and UdiSense, Inc.'s ("Nanit") brand reputation, we have unilaterally adopted a MINIMUM ADVERTISED PRICE POLICY ("MAP Policy").

Nanit established this MAP Policy realizing that reseller advertising and sales practices that promote Nanit products primarily on the basis of price can be detrimental to reseller service and support efforts and Nanit's competitive position. These activities can be harmful to Nanit's brand, reputation and competitiveness, and allow some resellers to take advantage of the service and support efforts of others. Nanit believes that these practices are unfair and thus discourages such efforts. This MAP Policy only applies to U.S. based resellers.

Beginning immediately, Nanit, in its unilateral discretion, will not do business with any reseller, as to the products covered by this MAP Policy, if that reseller advertises any MAP Product below its MAP price.

Nanit is confident that this program will strengthen its competitiveness and benefit all of its resellers.

Guidelines related to this MAP Policy are as follows:

1. **Unilateral MAP Policy.** Nanit reserves the right to take action with respect to any reseller that violates this MAP Policy. The MAP Policy will be enforced by Nanit in its sole discretion. Nanit recognizes that any authorized Nanit reseller account can make its own decisions to advertise and sell any Nanit product at any price it chooses without consulting or advising Nanit. Resellers are free to set their own resale prices for MAP Products at all times. Nanit similarly has the right to make its own independent decision regarding product allocations and reseller participation at any time.
2. **What This Policy Covers.** Nanit will maintain an updated “MAP Products” list of those products that will fall under this MAP Policy. Nanit reserves the right to update or modify this list at any time. All MAP Products will have a listed MAP retail price. Pricing in advertisements must be at or above current MAP, or pricing may be omitted altogether. Listing a price in any advertising less than the MAP retail price next to the featured MAP Product will be viewed as a violation of this MAP Policy. This MAP Policy applies to all advertisement of MAP Products in any and all media, online and offline, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines catalogs, mail order catalogs, internet or similar electronic media including websites, forums, email newsletters, email solicitations, television, radio, and public signage. This MAP Policy also applies to any activity which Nanit determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for ‘group purchases’ and the like.
3. **What This MAP Policy Does Not Cover.** The following items are not covered by this MAP Policy: the actual sales prices of any product; telephone quotes; or written, faxed or emailed quotes in response to the request of a specific customer for a specific product. It shall not be a violation of this MAP Policy to advertise that a customer may “call for price” or “email for price” or “add to cart to see pricing”, or to use similar language, specifically with respect to Nanit Products, so long as no price is listed. It shall not be a violation of this MAP Policy to advertise in general that the reseller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; so long as the reseller does not include any advertised price below this MAP and otherwise complies with this MAP Policy.
4. **Modifying or Suspending the MAP Retail Price.** From time to time, Nanit may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, Nanit reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.
5. **Rebates.** From time to time, Nanit may offer a direct manufacturer’s rebate to customers. In such events, it shall not be a violation of this MAP Policy to advertise the availability of the manufacturer’s rebate, provided that (a) the advertisement includes a MAP-compliant price, the rebate amount, and the net price after manufacturer’s rebate in the same type size and style; (b) an asterisk is placed next to the net price after manufacturer’s rebate; and (c) the “*After manufacturer’s rebate” appears in the same area of the advertisement as the advertised product.
6. **Bundling MAP Products.** Where MAP Products are bundled with or sold as part of a package that includes other products (whether or not manufactured by Nanit), it shall be a violation of this MAP Policy to sell or advertise the bundle (or package) at a price that: (a) is lower than the total MAP of the MAP Products or (b) violates the letter or spirit of the MAP Policy. It shall be a violation of this MAP Policy if MAP Products are bundled with or sold as part of a package that includes products not pre-approved by Nanit.
7. **Coupons and Additional Discounts.** It shall be a violation of this MAP Policy to include in any advertising for MAP Products any additional discount, coupon, gift card, or incentive (whether in the form of a special event, promotion, term of doing business or otherwise) that translates into an immediate price reduction, where the cumulative effect would be to reduce the advertised price of any MAP Product below the MAP. Advertising that includes an additional discount, coupon, gift card, points, or any other incentive for future purchases (regardless of whether the future purchases is of a MAP Product) shall be evaluated under the same guidelines as described in Section 7 regarding product bundling, or on a case by case basis. This Section 8 shall not apply to any manufacturer’s rebate from Nanit on MAP Products or its partners’ products.
8. **Multiple Store Locations.** If a reseller with multiple store locations violates this MAP Policy at any particular store location, then Nanit will consider this to be a violation at all of the reseller’s locations.

9. Policy Violation. Upon receipt of notice of breach of this MAP Policy, Nanit shall allow twenty-four (24) hours for any breaching reseller to bring advertising and sales practices into compliance or Nanit will cease supplying MAP Products for a period of sixty (60) days. Nanit reserves the right to cease doing business with repeat offenders. Although resellers remain free to establish their own resale prices, Nanit reserves the right to cancel all orders and indefinitely refuse to accept any new orders from any resellers following Nanit's verification that such reseller has advertised any MAP Products at a net retail sales price less than the then-current MAP retail price established by Nanit, or if reseller has violated this MAP Policy in any other way.

Products Covered by Nanit's MAP Policy:

N101 Nanit Camera and Floor Stand — \$329

N102 Nanit Multi-Stand — \$49

N111 Nanit Camera and Wall Mount - \$279

Effective Date: January 1, 2018