

# PARTNER AGREEMENT



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Surrey, BC Canada V3Z 0Z5

A Division of Pacific Research Alliance Inc.

[www.armadillophone.com](http://www.armadillophone.com)

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# ARMADILLO PHONE PARTNER AGREEMENT

## LEGAL REQUIREMENTS

- You have a legally incorporated business with documentation.
- You pay your local or national taxes.
- You have acquired all the appropriate licenses and certifications to operate your business.
- You will thoroughly vet all your customers as well as the ultimate end user of software, ensuring you do not sell to any prohibited customers, as outlined in section below.
- You have performed the required due diligence on your customers.
- You will comply with all local, provincial, state, national and international rules, laws or regulations governing the use of the Armadillo Phone software.

## PROHIBITED CUSTOMERS

- You will not sell to criminals.
- You will not sell to anyone trafficking illicit or counterfeit goods.
- You will not sell to terrorists or extremist groups.
- You will not sell to anyone who is under 18 years of age.
- You will not sell to anyone producing or trafficking pornography.
- You will not sell to governments or countries that are sanctioned by the UN or Canada. These governments / countries include:
  - Belarus
  - Central African Republic
  - Democratic Republic of the Congo
  - Iran
  - Iraq
  - Lebanon
  - Libya
  - Mali
  - Myanmar
  - Nicaragua
  - North Korea
  - Russia
  - Somalia
  - South Sudan
  - Sudan
  - Syria
  - Ukraine
  - Venezuela
  - Yemen
  - Zimbabwe
- You will not sell to known human rights abusers.  
This includes:
  - The government of China, the Chinese Communist Party and affiliated groups.
  - The government of Saudi Arabia, the Saudi Royal family and affiliated groups.
  - The government of Turkey, the AK Parti and affiliated groups.
  - The government of Tunisia.
- You will not sell to anyone intending to use their Armadillo Phone to spread misinformation, promote violence, deceive or attack other Armadillo Phone users.



## **SALES REQUIREMENTS**

- Your customers are primarily businesses and organizations, not consumers.
- You believe you can sell at least 10 Armadillo Phones per month.
- You already have several potential customers.
- You will not sell below our MSRP listed on the website.
- You believe you can complete sales without the direct help of Pacific Research Alliance Inc., besides the marketing material provided.
- You will not sell in any of the following countries without prior express written consent from Pacific Research Alliance Inc.:
  - Canada
  - Mexico

## **TECHNICAL REQUIREMENTS**

- You have the facilities to store and process Armadillo Phone securely.
- You will cover the cost of providing your own secure hardware for the Armadillo Phone software.
- You will ensure the security of your hardware supply chain at all times.
- You have trained technicians who are qualified and able to disassemble and inspect smartphones.
- You have thoroughly vetted your technicians.
- You have thoroughly vetted any employees who will have access to Armadillo Phone software.
- You will provide technical support and assistance to your customers.
- You will help train new customers on how to use their Armadillo Phone.
- You are technically competent with smartphones.
- You have experience with Android smartphones.
- You have experience with secure communication.
- You have a reasonable grasp of basic cybersecurity ideas.
- You have read all of our marketing material, including the brochure and website.
- You have read our Terms of Service, available on our website.
- You will not misrepresent or fabricate false security claims.

## **BRAND IDENTITY AND MARKETING**

- You will not utilize the Armadillo brand identity without the consent of Pacific Research Alliance Inc.
- You will follow brand guidelines as provided by Pacific Research Alliance inc.
- All marketing material that is not provided by Pacific Research Alliance inc. must be approved and provided with written consent before any form of publication, printed or digital.
- You will represent yourself as a Partner of Armadillo Phone, not as a direct representative of Armadillo Phone or Pacific Research Alliance Inc.

## **FEES AND DEPOSITS**

- You will pay a one-time \$2,500 USD fee, in order to become a partner and gain access to Armadillo Phone provisioning software. This access can be revoked at any time for any reason.
- You will pay any balance owed within 30 days, or your devices will be disabled.



## **CONTRACTUAL DISPUTES**

The terms of this agreement are subject to change at any time.

If you're found to violate this agreement, Pacific Research Alliance Inc. reserves the right to terminate this agreement, disable your software and keep any fees or deposits that have already been paid.

This Agreement shall be construed and governed exclusively by the laws in force in British Columbia and the laws of Canada applicable therein, and the courts of British Columbia (an the Supreme Court of Canada, if necessary), and shall have exclusive jurisdiction to hear and determine all dispute arising hereunder.

By signing this you agree to the above terms and conditions.

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE (DD/MM/YY): \_\_\_\_\_

PACIFIC RESEARCH ALLIANCE INC. REPRESENTATIVE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE (DD/MM/YY): \_\_\_\_\_

