



AGREEMENT FOR THE COORDINATION OF FINANCING/LEASING ARRANGEMENTS

This Agreement for the coordination of financing/leasing arrangements is made by and between SAFETY NET, LLC, an Ohio limited liability company, ("SAFETY NET") and _____, a _____ ("You") on this _____ day of _____, 20_____.

Section 1 Hold Harmless SAFETY NET has developed relationships with certain lending/leasing institutions (the "Leasing Institutions") for lending/leasing arrangements to assist You in leasing and financing as part of the sales process. SAFETY NET may, but is not required to, assist you in coordinating or obtaining a financing/leasing arrangement on Your behalf or on behalf of your clients. If You decide to engage in such financing/leasing arrangements, SAFETY NET, bears no responsibility for credit decisions made by the Leasing Institutions. You agree to hold SAFETY NET harmless for any decision made by any and all Leasing Institutions. SAFETY NET may act as an intermediary to coordinating credit applications. If it does so, You agree to timely provide SAFETY NET all information required to fully complete the credit application. Nothing in this Agreement between shall be construed as to require SAFETY NET to assist in developing any financing/leasing arrangement on Your behalf.

Section 2 Acceptance Upon approval of Credit, SAFETY NET or the Leasing Institution will notify You of the approval and any terms and conditions thereof, including but not limited to any guarantees and the expiration date of the Leasing Institution's approval. Credit approvals may be extended or renewed at the sole discretion of the Leasing Institution. You are notified that the Leasing Institutions reserve the right to revoke any credit approval before funding.

Section 3 Representations You agree that:

- (a) No information provided in the credit application will be false or misleading in any material respect when made;
- (b) If a material adverse change has occurred in the your financial condition or the financial condition of Your prospective Purchaser, that You will notify the Leasing Institution financing the transaction and SAFETY NET;
- (c) You will materially comply with all obligations of all contracts between You and any Leasing Institution.

Section 4 Indemnification of SAFETY NET You agree to indemnify, hold harmless from, and defend SAFETY NET and its employees, agents, successors and assigns from any and all claims, liabilities, losses, actions, costs, damages, and expenses, including but not limited to reasonable attorneys' fees, including any incurred at trial, on appeal, or in any other proceeding ("Losses"):

- (a) which result from any breach of the foregoing representations or warranties or Your failure to comply with the terms and conditions of this Agreement and/or any contract between you and any Leasing Institution;
- (b) which result directly or indirectly from claims asserted or proceedings brought by or on behalf of any person or persons:
 - (i) claiming injury to persons (including death) or damage to property to the extent they are a result of (y) a malfunction or defect of Equipment sold by You, or any services performed by You or your agents related to the equipment sold. You shall maintain such public liability, property damage, and employer's liability insurance that will protect SAFETY NET from said risks and from any claims under any applicable workers' compensation or occupational disease acts;
 - (ii) based on unlawful or materially inaccurate acts, omissions, representations or misrepresentations in connection with the sale of the equipment being financed or leased, any financing arrangement arranged on your behalf by SAFETY NET, and conduct relating thereto; and/or
 - (iii) alleging liability based upon Your failure to perform Your obligations hereunder, under any purchase order, purchase agreement, invoice, solicitation, request for proposal, proposal or similar document or under any other document entered into or relating to the sale and or financing of any equipment hereunder; and/or
- (c) which, for all contracts relating to equipment financed or leased under arrangements coordinated by SAFETY NET, (i) claim by a third party of any right or interest under or with respect to ownership of, or any lien, security interest or other encumbrance on, against or with respect to any of the original executed contract, in whole or in part; (ii) any impairment of the enforceability of any contract; or (iii) any impairment of the further sale or assignment of, or financing or refinancing related to the contract.

All obligations under this Section 4 shall survive the expiration or termination of this Agreement and the termination of any Contract.

Section 5 Limitation on Damages ANY ACTION FOR DAMAGES SHALL EXCLUDE INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES SUFFERED BY EITHER PARTY BY REASON OF SUCH EVENT OF DEFAULT.

Section 6 Severability, Amendments, Entire Agreement If at any time any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and incorporates all representations made in connection with negotiation of the same. The terms hereof may not be terminated, amended, supplemented or modified, except by a writing duly authorized by each of the parties hereto. Two or more duplicate originals of this Agreement may be signed by the parties hereto, each of



which shall be original, but all of which together shall constitute one and the same agreement. This Agreement will be binding upon the representatives, successors and assigns of the parties.

Section 7 Governing Law; Jurisdiction: Attorneys Fees This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio (without giving effect to the conflict of laws principles thereof). Any legal action or proceeding with respect to this Agreement must be brought in a state court in Warren County, Ohio, and each of the parties hereby consents to the jurisdiction of such court and irrevocably waives, to the maximum extent permitted by law, any objection or defense of lack of jurisdiction or inconvenient forum. In the event of any legal proceeding to interpret or enforce this Agreement, any prevailing party shall be entitled to an award (against the non-prevailing party) of its reasonable attorney fees incurred before and at trial, in any appeal and in any other proceeding or without any litigation being filed.

Section 8 Financial Reporting Within thirty (30) days after SAFETY NET's request, YOU shall deliver all information requested by SAFETY NET which SAFETY NET deems reasonably necessary to determine YOUR financial condition or as may be required by any Leasing Institution. This may include reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity, and notes to financial statements) within 120 days after Your fiscal year end, if such statements are not available from another source such as the Securities and Exchange Commission. Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by SAFETY NET or any Leasing Institution. Unless otherwise accepted by SAFETY NET, each financial statement submitted to SAFETY NET shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present the Your financial condition and results of operations for the period to which it pertains.

IN WITNESS WHEREOF, the parties have each executed this Vendor Referral Program Agreement on the date shown below.

Safety Net, LLC

Distributor (You)

By: _____

By: _____

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____