

***** (to be on Purchasing Customer's OFFICIAL LETTERHEAD,
Including address, applicable seals/stamps etc.)***
This document is 2 (two) pages both must be completed**

Audio Equipment Compliance Certification for Resale

Effective Date: _____

Issued To: 2JMR, LLC dba Spygadgets.com, 4117 Hillsboro Pike, Ste 103-344, Nashville TN 37215

Customer Name: _____ 1st P.O. No.: _____

Address: _____

Address: _____ 1st S.O. Number _____

City: _____ State or Province: _____

Country: _____ Zip or Postal Code: _____

This letter is to certify that _____ (hereinafter "Customer") is purchasing items, and will in the future be purchasing items, with Audio Recording Capability distributed by Spygadgets.com (hereinafter referred to as Spygadgets) for resale which, under U.S. Law, have restricted sales and use. The following, hereinafter referred to as "Products," are included in this Compliance Certification:

Product Line(s) or Group(s)	Product Description(s)
Video	Digital Video Recorders
Covert	Hidden Camera
Sleuth HVR Covert	Hidden Camera with DVR's
Miscellaneous	Any other products not included in the above

And the countries where this equipment is to be distributed:

United States of America

We certify that the Products will be distributed and sold in compliance with the Wire and Communications Act under 18 United States Code §§ 2510-2522 regarding surreptitious recording and interception of oral communication. Furthermore, we certify that these products, if sold in the U.S.A., will be used in compliance with any applicable or similar state and/or local laws and regulations. The Customer shall indemnify and hold harmless Spygadgets.com, 2JMR LLC, its principals, owners, Board of Directors, employees, affiliates, subsidiaries, suppliers and agents from all claims, actions, liabilities, losses, costs and expenses, including attorney's fees against and in respect of any and all third party claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, and legal and other expenses (including reasonable legal fees and expenses of attorneys chosen by KJB) as and when incurred, arising out of

or based upon any act or omission or alleged act or alleged omission by Customer in connection with the Products.

We recognize and acknowledge that Spygadgets' products are subject to U.S. export control laws and regulations including EAR Export Administration Regulations and/or ITAR International Traffic in Arms Regulation (ITAR items require an export license) and/or Foreign Assets Control Regulations; and may be subject to similar laws, regulations, or requirements in other countries. Any export, re-export, diversion, or transfer of any Spygadget' products or technology must be conducted in compliance with such applicable laws and regulations. Diversion contrary to U.S. law is strictly prohibited.

Customer shall give Spygadgets prompt notice of any claim and Customer shall have the right and duty to assume the control of the defence thereof with counsel reasonably acceptable to Spygadgets. Spygadgets may take part in the defence at its own expense after the indemnifying party assumes the control thereof. Customer shall not dispose of or settle any claim in any manner which may adversely affect Spygadgets rights or interests without Spygadgets prior written consent.

Jurisdiction/Venue

Any dispute arising out of this Agreement shall be brought exclusively in the courts located in the city of Nashville, Davidson County, State of Tennessee, USA. The parties agree the laws of the State of Tennessee shall govern the Agreement and any disputes arising there, without regard to any choice of law doctrines. The parties agree to accept service of process by mail with signature receipt.

(Authorized signature for spygadgets customer, including title, email and phone number, and applicable stamp/seals)

Signature: _____ Date: _____

Print Name: _____ Title: _____

Phone No. _____ Email: _____

Internal Use Only	
Approved by: _____	Date _____
Title: _____	

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