

**International Security Products**  
**Distribution**  
*'Chain of Custody'*  
**SECURITY MARKETING AGREEMENT**

This Marketing Agreement is made as of \_\_\_\_\_, by and between

International Security Products (ISP) and \_\_\_\_\_, an

Authorized Security Marketer (ASM), for the purpose of protecting the security of ISP products and technologies against fraud and misuse.

**WHEREAS**, ISP is a LICENSEE of patented and patent pending products with unique security technologies called ProGhost® U.S. Patent Nos. 5,344,192, 5,695,220 & 5,826,916 and G.B. Patent No. 2,276,588B, Canada Patent No. 2,159,636, MetallicSafe® U.S. Patent No. 5,704,651, TouchSafe® U.S. Patent No. 5,636,874, ThermoHide™ U.S. Patent No. 5,873,604, AlterSafe® U.S. Patent No. 5,762,378, TamperSafe® U.S. Patent No. 5,772,248, MicrSafe™ U.S. Patent No. 5,772,248, CodeSafe® U.S. Patent Nos. 6,082,775 & 6,106,021, ThermoSafe™ Patent Nos. 6,396,927, 6,665,406, LogoDot® patent pending, NaNOcopy™ patent 6,692,030, CopySafe+™ patent pending, ImageSECURE™ patent pending, VerifyFirst™ security envelope and SafeImage™ security paper which are particularly attractive to customers that require protection against fraud; and

**WHEREAS**, written security policies are required of ASM to protect customers against fraud and misuse of ISP Security Products; and

**WHEREAS**, to enhance the integrity and protection of these products, documentation of the use and handling of ISP Security Products is required to establish a chain of custody and audit trail of products embodying ISP's technologies; and

**WHEREAS**, this security policy applies to the ASM and all recipients of ISP Security Products.

**WHEREAS**, all entities associated with the selling and distribution of ISP Security Products are required to sign and comply with the terms and conditions as stated in this Agreement; and

**NOW THEREFORE**, in consideration for the mutual promises and covenants as provided below, the parties agree as follows:

1. **USE OF ISP SECURITY TECHNOLOGIES AND/OR PAPER:** The ASM and any other entity associated for the purpose of selling or using ISP Technologies and/or Security Products will only use such for the purpose as approved by the end-user. In addition, the ASM will at no time use ISP products or technologies in any manner which may degrade the security of the ISP products and technologies.
2. **CERTIFICATION OF END-USER:** The end-user must qualify as a legitimate user of ISP Security Products by providing, if required by ISP, an End-user Certification Form. Refer to attached Exhibit A. If ISP is unable to certify the end-user as a legitimate user of ISP Security Products, the order will not be processed.

3. **END-USER SHIPMENT:** All ISP Technologies and/or Security Products will be shipped only to the end-user. ISP will not ship ISP Security Products to ASM and/or distributors without prior approval.
4. **RETENTION OF INFORMATION:** As an aid to enforcement of its security procedures, the ASM agrees to maintain records for three years that track the use of ISP Security products and technologies that are sold by the ASM. The ASM may be required to provide copies of these records to ISP. To this end, ASM hereby agrees to track the distribution of ISP security products and technologies and to confirm the end customer as a legitimate business entity.
5. **INTERNET MARKETING:** All ISP's security technologies and products are expressly prohibited from being sold over the Internet without the written consent of ISP.
6. **AVAILABILITY OF INFORMATION:** ASM/Customer agrees to make the order tracking information available to ISP, ISP's representatives or to governmental investigators who require the information in order to investigate fraud, theft, or misuse of ISP's technologies or products.
7. **CONFIDENTIALITY:** ISP agrees not to use any trade secret information of ASM or Customer, except for the detection and prosecution of any fraud, theft or misuse of ISP's technologies and not to reveal any such information to third parties except in furtherance of the purpose described above. The foregoing shall not apply to information which is public domain or was known to ISP prior to disclosure or which is not subject to trade protection.
8. **APPLICABLE LAW:** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

**International Security Products**

**Authorized Security Marketer**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

"Exhibit A"  
**International Security Products**  
END-USER CERTIFICATION FORM

1. Customer's Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

2. Other Company Affiliates: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

3. Document Name: \_\_\_\_\_ PO #: \_\_\_\_\_

4. Utilization and Life Cycle: \_\_\_\_\_

5. Quantity of Security Sheets: \_\_\_\_\_ Ship Date: \_\_\_\_\_

6. Starting and Ending Serial Numbers: From \_\_\_\_\_ To \_\_\_\_\_

7. Customer Federal Tax ID Number: \_\_\_\_\_

8. Customer Dun & Bradstreet Number: \_\_\_\_\_

9. Other information, if any, about customer and/or nature of sensitive documents:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Copies of this form are available to ASM by calling ISP at 805 238 2503 or emailing request to [info@internationalsecurityproducts.com](mailto:info@internationalsecurityproducts.com)