

RMA Policy

MMITEK warrants to Customer that cases, power supplies or fans, LCD monitors (included all accessories)will be free from defects in material and/or workmanship for one (1) year from the invoice date.

DOA and RMA Policy:

- 1) Any new, unused, unsold (by Customer to 3rd party), undamaged Product that proves defective within one (1) month of the invoice date shall be deemed dead-on-arrival (“DOA”), subject to verification by MMITEK
 - a) DOA product MUST be claimed with MMITEK’s RMA department within 30 days of the invoice date
 - b) Product claimed as DOA after 30 days from the invoice date will automatically become RMA, not DOA
 - c) DOA product must be returned to MMITEK within seven (7) days that the RMA number was issued
 - d) MMITEK reserves the right to decide whether to repair, exchange or issue credit to Customer on DOA product
- 2) MMITEK will not be responsible for any damages that might occur during shipping or misuse for DOA or RMA products (included LCD monitor panel)
 - a) The Customer is responsible for noting any shipping damages on the receiving documentation from the respective shipping company before signing for the shipment. Typically, the only time that the Customer may claim damages in shipping is when the shipping company’s driver asks the Customer to sign for the shipment. The shipping company will not accept liability for shipping damages reported after the driver has delivered the respective products and departed from the Customer’s premises.
- 3) Undamaged product that proves to be defective within the warranty period and was not claimed as DOA within thirty (30) days of the invoice date will be considered RMA and will be repaired or replaced by MMITEK provided that:
 - a) MMITEK’s RMA test procedures verify that the product is defective as a result of MMITEK’s material and/or workmanship (scratches/dents/etc. will be considered damages, not defects, and will thus void the warranty), and
 - b) The product is received by MMITEK’s RMA Department within fifteen (15) days from the date that the RMA number was issued, and
 - c) Cases exhibit NO signs of being assembled into systems (common signs of assembly: CD-ROM has been installed, power supply has been removed, stickers have been applied, etc.), and
 - d) Power supply has NOT been opened or tampered with
- 4) If MMITEK is unable to repair or replace defective product within thirty (30) days of receipt, MMITEK will apply a credit to Customer’s account for the purchase of new products from MMITEK
- 5) Customer will pay all freight charges when returning DOA or defective Products to MMITEK.
 - a) MMITEK will pay for return freight using the carrier and service of its choice.
 - b) If Customer requests for return product to be expedited, then Customer will pay for additional freight charges.
- 6) There will be a \$15.00 service charge per unit plus freight and issuance charges for all DOA or RMA goods that have been claimed as defective and returned to MMITEK, but have been tested by MMITEK and found to be in good working condition or void of MMITEK’s Limited Warranty
- 7) Authorized returns of products for refund are subject to a 15% restocking fee and are only allowed within thirty (30) days of invoice date.

Return Procedure:

- 1) Customer is to complete an MMITEK RMA Form (available at MMITEK.com or via fax) and fax it to MMITEK’s RMA Department with an original copy of the corresponding invoice attached. Note: The form must include the original invoice number and serial number of the Product in question in order to be processed.
- 2) Upon receipt of all necessary information, MMITEK will issue an RMA number within two (2) business days.
- 3) All products must be returned in their original packaging, including anti-static bags. MMITEK reserves the right to reject any products not returned in their original packaging.
- 4) The RMA number should be clearly displayed on each box that is returned. Each box should be marked: (Box #)/(Total # of boxes in shipment). MMITEK reserves the right to reject any shipment that is not correctly labeled.
- 5) Do not ship different RMA numbers in the same shipment. One shipment must pertain to one RMA number only.
- 6) If MMITEK rejects a Customer’s returned Product for any reason, then said Customer is to pay return freight to Customer from MMITEK for said Products.

I HAVE READ, UNDERSTAND, AND AGREE TO ALL OF THE ABOVE RMA PROCEDURES, PROVISIONS, AND POLICIES:

Authorized Person Title Authorized Signature Date

SECURITY AGREEMENT

The parties to this Security Agreement are:

SECURED PARTY

Min Maw International, INC.
18350 E. San Jose Ave., City of Industry, CA 91748

DEBTOR

Name: _____ Federal Tax Identification No.: _____

Address: _____

1. Definitions

As used in this Security Agreement:

- a. "Collateral" means all inventory of every kind, nature and description, wherever located, now existing or hereafter arising (including but not limited to microcomputers, software, computer components and peripheral equipment), sold by Secured Party to Debtor, and the proceeds there from.
- b. "Obligations" means existing and future indebtedness and liability of Debtor to Secured Party, including attorneys' fees incurred by Secured Party in enforcing this Security Agreement or collecting payments under it, except obligations subject to the disclosure requirements of the Consumer Credit Protection Act.
- c. "Inventory" means all raw materials, work in process, finished goods, and goods held for sale or lease or furnished under contracts of service in which Debtor has or later acquires a right (whether held by Debtor or by others), including without limitation computers and computer systems, computer adapters and peripherals, disk drives, modems, monitors, memory products, motherboards, networking hardware, and software.

2. Debtor hereby grants Secured Party a continuing security interest in the Collateral to secure Debtor's Obligations.

3. Debtor promises:

- a. To pay the Obligations to Secured Party when they are due.
- b. To pay all expenses, including attorneys' fees, incurred by Secured Party in the perfection, preservation, realization, enforcement, and exercise of its rights under this Security Agreement.
- c. To indemnify Secured Party against loss of any kind, including reasonable attorneys' fees, caused to Secured Party by reason of its interest in the collateral.
- e. To pay all taxes when due.
- f. To give Secured Party notice of any litigation that may have a material adverse effect on the business.
- g. Not to change the name or place of business, or to use a fictitious business name, without first notifying Secured Party in writing.
- h. Not to sell, lease, transfer, or otherwise dispose of the Collateral except, before the occurrence of a default, for cash proceeds of accounts collected in the ordinary course of business or sales of inventory in the ordinary course of business.
- i. Not to permit liens on the collateral, except existing liens, current tax liens, and purchase-money liens.
- j. To permit Secured Party, its representatives, and its agents to inspect the Collateral at any reasonable time, and to make copies of records pertaining to it, at Secured Party's request.
- k. To perform all acts necessary to maintain, preserve, and protect the collateral.
- l. Not to move the Collateral from Debtor's current location without first obtaining Secured Party's agreement.
- m. To execute and deliver to Secured Party all financing statements and other documents that Secured Party requests.
- n. To furnish Secured Party the reports relating to the Collateral at Secured Party's request.
- o. Not to make or agree to make any reduction in the original amount owing on a receivable, or to accept less than the original amount in satisfaction of a receivable, except that before default or potential default, Debtor may do so in the ordinary course of business and in accordance with prudent business policies.

4. Debtor promises to pay all expenses incurred by Secured Party (including but not limited to reasonable attorneys' fees) in connection with the collection of the proceeds, including expenses of and incidental to accounting, correspondence, collection effort, reporting to account or contract debtors, filing, recording, and recordkeeping.

5. In the event of Debtor's default in respect of any Obligation or this Security Agreement, Secured Party may:
- a. notify obligors to make payments on receivables at the place and in the manner specified by Secured Party;
 - b. demand, collect, receive payment of and give discharges and releases of all or any of the Collateral and any moneys due or to become due in respect thereof;
 - c. settle, compromise, compound or adjust all or any of the Collateral;
 - d. commence and prosecute any and all suits, actions or proceedings in law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect thereof;
 - e. file any claim or take any other action or proceeding which Secured Party may deem necessary or appropriate to protect and preserve and realize upon the security interest of Secured Party in the Collateral; and,
 - f. sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral as fully and completely as though the Secured Party were the absolute owner thereof for all purposes.

6. Debtor authorizes Secured Party and does hereby make, constitute and appoint Secured Party and any officer or agent of Secured Party with full power of substitution, as Debtor's true and lawful attorney-in-fact, with power in its own name or in the name of Debtor, to perform all acts which Secured Party deems necessary or appropriate to protect, preserve and realize upon the Collateral and Secured Party's security interest therein in order to effect the intent of this Security Agreement, all as fully and effectively as Debtor might do; and Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for term of this Security Agreement and thereafter for as long as any Obligation shall be outstanding.

7. Debtor covenants, warrants, and represents as follows:

- a. Debtor is a corporation, duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization, and has all necessary authority to conduct its business wherever it is conducted.
- b. Debtor has been authorized to execute and deliver this Security Agreement. The Security Agreement is a valid and binding obligation of Debtor. The Security Agreement creates a perfected security interest enforceable against the Collateral in which Debtor now has rights, and will create a perfected security interest enforceable against the Collateral in which Debtor later acquires rights, when Debtor acquires those rights.
- c. No default or potential default exists in respect of any Obligation or this Security Agreement.
- d. The credit application of Debtor, which credit application is incorporated herein by reference, is true and correct in all material aspects.
- e. Debtor owns and has possession of the collateral free and clear of any security interest, subject only to this Security Agreement and any previously granted security interests listed on Schedule 1 hereof.
- f. Debtor's representations and warranties made in this Security Agreement will survive its execution, delivery, and termination.

8. This Security Agreement will continue in effect even though from time to time there may be no outstanding Obligations or commitments under this Security Agreement. The Security Agreement will terminate when (a) Debtor completes performance of all Obligations to Secured Party, including without limitation the repayment of all indebtedness by Debtor to Secured Party; (b) Secured Party has no commitment that could give rise to an obligation; and (c) Debtor has notified Secured Party in writing of the termination.

9. Debtor will be in default under this Security Agreement if:

- a. Debtor fails to pay any indebtedness to Secured Party when due, at stated maturity, on accelerated maturity, or otherwise.
- b. Debtor commits any breach of this Security Agreement, or any present or future rider or supplement to this Security Agreement, or any other agreement between Debtor and Secured Party evidencing or securing any Obligations.
- c. Any warranty, representation, or statement, made by or on behalf of Debtor in or with respect to this Security Agreement, is or becomes false.
- d. There is a seizure or attachment of, or a levy on, the Collateral.
- e. Debtor ceases operations, is dissolved, terminates its existence, does or fails to do anything that allows Obligations to become due before their stated maturity, or becomes insolvent or unable to meet its debts as they mature, or a proceeding in bankruptcy, assignment for the benefit of creditors, insolvency, receivership or reorganization is instituted by or against Debtor or Debtor's property.
- f. Debtor otherwise defaults in the performance of any Obligation.

10. When an event of default occurs:

- a. Secured party may declare the Obligations immediately due and payable without demand, presentment, protest, or notice to Debtor, all of which Debtor expressly waives; terminate any obligation to make future advances; exercise all rights and remedies available to a secured creditor after default, including but not limited to the rights and remedies of secured creditors under the California Uniform Commercial Code; and, perform any of Debtor's under this Security Agreement for Debtor's account.
- b. Debtor must assemble the Collateral and make it and all records relating to it available to Secured Party as Secured Party directs, and allow Secured Party, its representatives, and its agents to enter the premises where all or any part of the Collateral, the records, or both may be, and remove any or all of it.
 - c. Secured creditor's notice of the time and place of public sale of the collateral, or the time on or after which a private sale or other disposition of the Collateral will be made, is reasonable if sent to Debtor in the manner for giving notice at least five days before the public or private sale.

11. No waiver by Secured Party of any breach or default will be a waiver of any subsequent breaches or defaults. A waiver will be valid only if it is in writing and signed by Secured Party.

12. This Security Agreement will bind and benefit the successors and assignees of the parties, but Debtor may not assign its rights under this Security Agreement without Secured Party's prior written consent.

13. This Security Agreement will be governed by the law of California.

14. This Security Agreement is the entire agreement, and supersedes any prior agreement or understandings, between Secured Party and Debtor relating to the Collateral, and may not be modified except by a writing signed by both parties.

15. Notices under this Security Agreement are considered to be served three days after they are deposited in the United States mail, with prepaid first-class postage, addressed to the addresses of Secured Party or Debtor first listed above.

Dated: _____

(Debtor) Min Maw International, INC. (SECURED PARTY)

By: _____ By: _____
Title: _____ Title: _____

UNCONDITIONAL CONTINUING GUARANTY

1. **Obligation Guaranteed.** For valuable consideration, _____ ("Guarantor"), hereby unconditionally and on a continuing basis guarantees to Min Maw International Corporation., a California corporation ("Creditor"), as well as all of its affiliates and subsidiaries, the prompt payment of any and all indebtedness, liabilities and interest thereon, of _____ ("Debtor") to Creditor, whether on open account, evidenced by a note, invoice or otherwise secured or unsecured, heretofore, now or hereafter made, incurred, or created, whether voluntary or involuntary and however arising, whether due or not due, primary or secondary, absolute or contingent or unliquidated, determined or undetermined, or any renewal, compromise, extension, acceleration of same (collectively "Indebtedness"), whether Debtor may be liable individually or jointly with others, whether arising in the ordinary course of business, or whether recovery may be or hereafter become barred by any statute of limitation or otherwise become unenforceable. Guarantor further unconditionally guarantees the payment of any and all indebtedness of Debtor to Creditor, whether or not then immediately due or payable by Debtor, upon (a) the dissolution, insolvency, or any assignment for the benefit of creditors by, or commencement of any bankruptcy, or workout by or against Debtor or Guarantor, whether voluntary or involuntary, or (b) the appointment of a receiver for, or the attachment, restraint of, or levying of any court order or legal process affecting the property of Debtor or Guarantor. The term "indebtedness" is used herein in its most comprehensive sense and includes all of the above as well as any and all advances, debts, obligations, liabilities and all attorneys' and/or legal fees, costs, premiums and charges owed by Debtor to Creditor plus any and all post-petition interest and expenses (including attorney's fees) whether or not allowed under any bankruptcy, or other similar law. Notwithstanding any provision contained herein, Creditor may, in its absolute discretion, decrease, refuse or cease to extend credit to Debtor at any time and for any reason whatsoever, or for no reason at all.

2. **Continuation of Liability.** This unconditional continuing guaranty ("Guaranty") may be revoked only with regard to future transactions entered into after the expiration of ten (10) working days following Creditor's receipt of written notice of Guarantor's revocation as to future transactions. The liability of Guarantor under this Guaranty is exclusive and independent of any security for, or any other guarantee of, the Indebtedness of Debtor, and the liability of Guarantor under this Guaranty is not affected or impaired by (a) any direction of application by Debtor or any other party; (b) any other continuing or other guaranty, undertaking, or maximum liability of Guarantor or of any other party as to the indebtedness of Debtor; (c) any payment on or in reduction of any other guaranty or undertaking; (d) any notice of revocation of this Guaranty as to future transactions given by, or termination of, or the revocation or release of any obligations under this Guaranty of Guarantor; (e) any dissolution, termination, or material increase, or decrease, or changes of personnel of Guarantor; or (f) any increase or decrease in the debt or equity owned by the Guarantor in Debtor. The liability hereunder shall be in addition to all other liabilities otherwise incurred by Guarantor to Creditor. This Guaranty shall continue in full force and effect as to all the Indebtedness until such Indebtedness is fully paid, performed, and discharged. The Indebtedness shall not be considered fully paid, performed, or discharged unless and until all payments by Debtor to Creditor are no longer subject to any rights on the part of any person whomsoever, including Debtor as a debtor-in-possession, or any trustee in bankruptcy, to set aside such payments or to seek to recoup the amount of such payments, or any part thereof. Guarantor hereby waives any right to the deferral or modification of Guarantor's obligations hereunder by virtue of any such proceeding.

3. **Joinder of Parties.** The obligation of Guarantor hereunder is independent of the obligations of Debtor, and a separate action or actions may be brought and prosecuted against Guarantor, whether action is brought against Debtor or whether Debtor be joined in any such action or actions.

4. **Subordination.** Any and all indebtedness of Debtor now or hereafter held by Guarantor is hereby subordinated to the indebtedness of Debtor to Creditor.

5. **Waiver of Defenses.** Guarantor hereby waives any right to require Creditor to (a) proceed against Debtor; (b) proceed against or exhaust any security held from Debtor; or (c) pursue any other remedy in the power of Creditor, whatsoever. Guarantor waives any defense based on or arising out of any defense of Debtor other than payment in full of the Indebtedness including, without limitation, any defense based on or arising out of the disability of Debtor, the unenforceability of the indebtedness or any part thereof from any cause, or the cessation from any cause of the liability of Debtor other than payment in full of the Indebtedness. Creditor may, at its election, foreclose on any security held by Creditor, by one or more sales, or exercise any other right or remedy Creditor may have against Debtor, or any security, without affecting or impairing in any way the liability of Guarantor under this Guaranty, except to the extent the Indebtedness has been paid. Guarantor waives any defense arising out of such an election by Creditor. Guarantor waives all presentments, demands for performance, notices of protest, notices of dishonor, notices of acceptances of this guaranty, and notices of existence, creation, or incurring of new or additional indebtedness. Creditor shall have no duty to advise Guarantor of information known to it regarding Debtor's financial condition or risks of nonpayment. Any acknowledgment or new promise, whether by payment of principal or interest or otherwise and whether by Debtor or others (including Guarantor), with respect to any of the Indebtedness shall, if any applicable statute of limitations in favor of Guarantor against Creditor shall have commenced to run, toll the

running of such statute of limitations and, if the period of such statute of limitations shall have expired, prevent the operation of such statute of limitations.

6. Non-Impairment of Obligations. Guarantor hereby further agrees that its obligation under this Guaranty shall not be released, diminished, impaired, reduced, or affected by the occurrence of any reason or event, including without limitation, one or more of the following events, whether or not with notice to or the consent of Guarantor: (a) the taking or accepting of collateral as security for any or all of the Indebtedness or the release, surrender, exchange, or subordination of any collateral now or hereafter securing any or all of the Indebtedness; (b) any partial release of any other guarantor from liability for any or all of the Indebtedness; (c) any disability of Debtor, or the dissolution, insolvency, or bankruptcy of Debtor, Guarantor, or any party at any time liable for the payment of any or all of the Indebtedness; (d) any renewal, extension, modification, waiver, amendment, or rearrangement of any or all of the Indebtedness or any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Indebtedness; (e) any adjustment, indulgence, forbearance, waiver, or compromise that may be granted or given by Creditor to Debtor, Guarantor, or any other party ever liable for any or all of the Indebtedness; (f) any neglect, delay, omission, failure, or refusal of Creditor to take or prosecute any action for the collection of any of the indebtedness or to foreclose or take or prosecute any action in connection with any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Indebtedness; (g) any payment of the Indebtedness by Debtor or any other party to Creditor is held to constitute a preference under the bankruptcy laws or if for any other reason Creditor is required to refund such payment or pay the amount thereof to someone else; (h) the settlement or compromise of any of the Indebtedness; (I) the failure of Creditor to perfect or continue any security interest or lien securing any or all of the Indebtedness; (j) any impairment of any collateral securing any or all of the Indebtedness; (k) the failure of Creditor to sell any collateral securing any or all of the Indebtedness in a commercially reasonable manner or as otherwise required by law; or (l) any other circumstance which might otherwise constitute a defense available to, or discharge of, Debtor or Guarantor.

7. Attorney's Fees and Costs. In addition to the amounts guaranteed under this Guaranty, Guarantor agrees to pay reasonable attorney's and/or legal fees and all other costs and expenses incurred by Creditor in enforcing this Guaranty or incurred in the collection of the Indebtedness guaranteed.

8. Liens and Setoffs. In addition to all liens upon, and rights of setoff against the moneys, securities, or other property of Guarantor given to Creditor by law, Creditor shall have a lien upon and right of setoff against all moneys, securities, and other property of Guarantor now or hereafter in the possession of Creditor.

9. Assignment. This Guaranty and the liability and obligation of Guarantor under this Guaranty are binding upon Guarantor and its respective successors and inure to the benefit of and are enforceable by Creditor and its successors. As used herein, all references to "Creditor" shall include, in addition to the Creditor named in Paragraph 1 above, any such Creditor's holding, subsidiary, related or associated, and the provisions of this Guaranty may be enforced by, and shall include indebtedness owed by Debtor to, any such entity.

10. Law and Final Agreement. This Guaranty shall be deemed to be made under, and shall be governed by, the laws of the State of California in all respects, including matters of construction, validity, and performance, and its terms and provisions may not be waived, altered, modified, or amended except in writing duly signed by an authorized officer of Creditor, and by Guarantor. Guarantor submits to the non-exclusive jurisdiction of the California courts located in Los Angeles County, California; however, Creditor may elect to enforce this Guaranty in any forum which it selects. If any provision of this Guaranty is held to be unenforceable for any reason, it shall be modified rather than voided, if possible, to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Guaranty shall be deemed valid and enforceable to the extent possible. This Guaranty represents the final agreement between the parties pertaining to the subject matter contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements of the parties. There are no unwritten agreements between the parties pertaining to the subject matter contained herein.

11. Notices. Except as otherwise expressly provided in this Guaranty or by law, all notices shall be in writing and shall be deemed duly served and received when personally delivered to the party to whom it is directed, or received by fax, addressed to the party at the address or fax number set forth below:

Guarantor _____ Creditor: Min Maw International, INC.
Address: _____ 18350 E. San Jose Ave.
_____ City of Industry, CA 91748
Soc. Sec. # _____ Ph: (626) 965-0717
Fax: _____ Fax: (626) 965-0718
Attention: _____ Attention: President

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

12. Authorization. The undersigned individual represents and warrants as an officer of Guarantor that the execution of this Guaranty is authorized by resolution of Guarantor's Board of Directors.

13. Guaranty of Payment. This Guaranty is an absolute and unconditional guaranty of prompt and full payment and performance and not merely of collection.

IN WITNESS WHEREOF, Guarantor has executed this Unconditional Continuing Guaranty on _____, 200__.

_____ (Guarantor)

By: _____

TRADE REFERENCES

Name of Company: _____ Contact Person: _____ Physical Address (NO P.O. BOXES): _____ City: _____ State: _____ Zip: _____ - _____ Tel: (____) _____ - _____ Fax: (____) _____ - _____ Terms: _____ Note: _____
Name of Company: _____ Contact Person: _____ Physical Address (NO P.O. BOXES): _____ City: _____ State: _____ Zip: _____ - _____ Tel: (____) _____ - _____ Fax: (____) _____ - _____ Terms: _____ Note: _____
Name of Company: _____ Contact Person: _____ Physical Address (NO P.O. BOXES): _____ City: _____ State: _____ Zip: _____ - _____ Tel: (____) _____ - _____ Fax: (____) _____ - _____ Terms: _____ Note: _____
Name of Company: _____ Contact Person: _____ Physical Address (NO P.O. BOXES): _____ City: _____ State: _____ Zip: _____ - _____ Tel: (____) _____ - _____ Fax: (____) _____ - _____ Terms: _____ Note: _____
