



CONSULTING AND PROFESSIONAL SERVICES AGREEMENT

This Consulting and Professional Services Agreement is made effective as of April 14th, 2014, by and between ANDREN LLC (the "Consultant") and Aware Digital, Inc. (the "Client") (collectively referred to as the "Parties").

The Consultant is engaged in the business of providing IP based video surveillance and access control systems, as well as consulting services related to such. The Consultant is also a CCTV and Structured cabling company. The Client desires, on the terms and conditions stated herein, to engage the Consultant for professional management services.

For good consideration, the sufficiency of which is hereby acknowledged, and of the premises, covenants, terms and conditions contained herein the Parties agree as follows:

1. **DISCLOSURE:** The Client hereby acknowledges that ANDREN LLC was formed by Lawrence Zerne with full knowledge and consent by Client without claim against ownership.
2. **CLAIMS:** The Client hereby agrees to make no competition related claims against ANDREN LLC in regards to its contracts and/or the fruit thereof.
3. **CONFLICTING EMPLOYMENT:** The Parties agree that the employee-employer relationship of Lawrence Zerne and the Client will terminate upon the execution of this agreement. From this day forth Consultant shall act as an independent contractor, responsible for his own taxes and any other expenses related to his activities.
4. **PROFESSIONAL SERVICES:** The Consultant hereby agrees to provide professional management services by Lawrence Zerne to the Client at a rate of _____ the duties will be overseen by an Aware Digital representative who is an officer of the company. Client is not obligated to provide any minimum number of hours of work to Consultant each week.
5. **NON-COMPETE:** From the date of this agreement forward, the Client hereby consents to Consultant, its employees and representatives carrying out services for Aware Digital's clients in the field of systems integration for surveillance and access control. Consultant shall not enter into the development of any hardware or software products, similar or in competition to Client, or in any area of routers or networking equipment.
6. **SOLICITATION OF EMPLOYEES:** The Parties agree that the Consultant may solicit employees of Aware Digital only with the express consent of an Aware Digital representative who is an officer of the company.
7. **INVENTIONS:** The Client retains all rights to any and all intellectual property created for Client and its customers by and/or with the participation of Consultant, and any employees hired by consultant including all right, title and interest in any such inventions, source code or other works of any kind, including but not limited any materials related to electronic products and custom software such as routers, tactical devices, head-rests, and register camera systems. Consultant shall execute such additional documents and take such additional acts as may be reasonably requested by Client, from time to time, to better evidence the ownership of the intellectual property as set forth herein.

Initials (Aware Digital, Inc.) AD

Initials (ANDREN LLC) AZ

8. **TERMINATION:** Both Parties agree that the ongoing professional services shall continue at the Clients discretion, however all other legally binding terms and conditions of the agreement continue in perpetuity. Client shall have no monetary obligations to Consultant except to pay for services requested by Client and rendered by Consultant at the rate set forth in Section 4 hereof and for any indemnification obligations under Section 9 hereof.

9. **LIABILITY:** Consultant has no authority to act, to enter into any contract nor to incur any liability on behalf of the Client. Consultant will promptly investigate and defend, at its own expense, all claims, demands, liabilities, penalties, losses, damages, administrative proceedings, or lawsuits by any third party asserted against Client, or any of its managers, directors, officers, or employees and their successors or assigns, arising out of, or resulting from Consultant's negligence or breach of contract with such third-parties.

Equally, the Client has no authority to act, to enter into any contract nor to incur any liability on behalf of the Consultant. Client will promptly investigate and defend, at its own expense, all claims, demands, liabilities, penalties, losses, damages, administrative proceedings, or lawsuits by any third party asserted against the Consultant, or any of its managers, directors, officers, or employees and their successors or assigns, arising out of, or resulting from the Client's negligence or breach of contract with such third-parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written. The Parties further declare and represent that that have read this Agreement, this Agreement has been fully explained to them prior to its execution, that they understand this Agreement's terms and legal effect, and they sign this Agreement as their own free act.

Consultant:

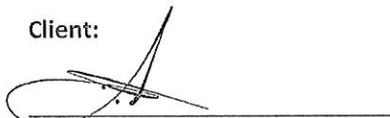


Signature for ANDREN LLC

Lawrence E Zerne
Name

President
(Position)

Client:

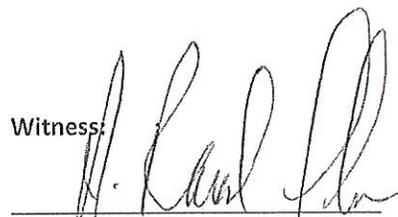


Signature for Aware Digital, Inc.

Joshua Mann
Name

President
(Position)

Witness:



Signature

A. Raul
Name

Initials (Aware Digital, Inc.) JM

Initials (ANDREN LLC) LZ