

CEDAR ELECTRONICS

United States Authorized Indirect Reseller Agreement

THIS AGREEMENT is made effective the date of its execution (the "Effective Date"), by and among Cedar Electronics Holdings Corp., a Delaware corporation with principal offices at 6500 West Cortland Street, Chicago, Illinois 60707 ("Cedar"), and the ("Reseller") which has executed this Agreement. Reseller and Cedar each acknowledge that the following terms and conditions are essential to maintaining the viability of Cedar's distribution network for the Products and insuring the success of its Authorized resellers. The parties agree as follows:

Definitions.

- a. **Products:** The ("Product(s)") shall mean the Cedar products and related equipment and accessories listed on Schedule A hereto.
 - b. **Territory:** The ("Territory") shall mean the United States of America.
 - c. **End-User:** An ("End-User") shall mean any purchaser of the Product(s) from the Reseller who is the ultimate consumer for whom the Product is designed and who does not intend to resell the Product to a third party.
 - d. **Transship:** ("Transship") shall mean the sale of Product(s) to any entity other than an End-User.
 - e. **Licensed IP:** The ("Licensed IP") shall mean the trademarks, tradenames, product images, and/or marketing banners provided by Cedar in writing in the approved image or form provided by Cedar.
1. **Appointment.** For the Term of this Agreement, Cedar appoints the Reseller, through its agent (an Authorized Cedar Distributor), as a non-exclusive authorized reseller of the Products to End-Users within the Territory.
 2. **Internet Advertising and Sales.** The Reseller is expressly prohibited from advertising and/or selling the Products on the Internet, unless an approved Internet Sales addendum has been executed by the parties.
 3. **Transshipping.** Reseller shall not Transship the Products, specifically; it shall not sell or transfer any of the Products to any person or entity for resale. Reseller shall not sell or offer for sale any product bearing a trademark, copyright, patent, or name associated with Cedar, which Reseller purchased or obtained from a source other than an Authorized Cedar Distributor. Reseller shall not obscure or alter in any fashion the serial number on any Product or its packaging.
 4. **Geographic Sales Boundary.** Reseller may only sell and advertise for sale the Products within the Territory. Cedar hereby expressly prohibits the Reseller from soliciting or consummating sales outside the Territory.
 5. **Liquidated Damages.** For each occasion that Reseller breaches Sections 2, 3, or 4 of this Agreement by engaging in the unauthorized sale of Products, in addition to all other remedies available to Cedar under this Agreement and at law, Reseller agrees to pay Cedar, as liquidated damages and not as a penalty, the greater of the following amounts: (i) the costs and fees associated with Cedar's investigation and enforcement regarding the Reseller's unauthorized sales; or (ii) five times (5X) the MSRP of the Product(s) per unit of Product. The parties agree that these damages are not punitive, that Cedar's damages due to the breaches of Sections 2, 3, or 4 of the Agreement are difficult to quantify, and that these liquidated damages are a reasonable approximation of Cedar's damages in the event of a breach.
 6. **Intellectual Property.** Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Licensed IP for the sole purpose of advertising and promoting the sale of Products within the Territory to End-Users, subject to the restrictions and limitations described in Cedar's IP Policy, as amended and updated, located at <https://www.cedarelectronics.com/authorization>.
 7. **Reseller Obligations.** During the term of this Agreement, Reseller shall:
 - a. promote, market, and sell the Products;
 - b. maintain qualified personnel with knowledge of the specifications, features and use of the Products;
 - c. provide quality post-sale return support for all End-Users that purchase the Products;
 - d. preserve the reputation and goodwill of Cedar and the Products and avoid any illegal or unethical actions, including without limitation "bait and switch" practices;

e. conduct and maintain at all times its operation in compliance with all applicable Federal and State Laws and regulations, FTC consent orders, county and city ordinances and regulations and any other applicable law, regulation or ordinance. Reseller agrees not to engage in any unfair trade practices. Reseller shall indemnify and hold Cedar harmless from any cost or liability, including costs of litigation and attorney's fees as may be incurred in defending any civil, criminal, or administrative action brought against Cedar, its officers, employees, or agents of Cedar that may result from a violation of this paragraph; and

f. operate a physical street address, and a landline telephone number for contact by its customers and must advise customers of this physical address and the landline telephone number. Post office boxes and mobile telephone numbers are not sufficient.

8. Term. This Agreement shall begin on the Effective Date and, unless sooner terminated as provided herein, continue in full force and effect for one (1) year from the Effective Date (the "Initial Term"). This Agreement will automatically renew for consecutive one (1) year terms ("Renewal Term(s)", and together with the Initial Term, the "Term").

9. Termination. This Agreement may be terminated as follows:

a. by Cedar immediately upon written notice to Reseller in the event of a breach by Reseller of Sections 1, 2, 3, 4, 6, or 7 of this Agreement; or

b. by Cedar or Reseller, without cause or liability, upon thirty (30) days' prior written notice to the other party.

10. Liability & Obligations Upon Expiration/Termination. Neither Cedar nor Reseller shall be liable to the other by reason of the expiration or termination of this Agreement, including, without limitation, liability based in law or in equity, compensation, reimbursement, or damages for present or prospective profits, or on account of investments, expenditures or commitments made by Reseller, or as a result of the establishment, development or maintenance of the goodwill of Cedar, the Reseller or the Products. Any termination or expiration of this Agreement shall not relieve either party of any outstanding obligation or liability for Products sold or for any other matter or reason that accrued prior to the termination or expiration.

Upon expiration or termination of this Agreement, Reseller shall immediately cease to purchase, advertise and/or sell Cedar products, represent itself as an authorized reseller of Cedar products, cease all use of Cedar's intellectual property, and return to Cedar all advertising, promotional, display and other materials that have been furnished to Reseller by Cedar. Cedar or any of its authorized distributors shall be under no obligation to fulfill any orders to Reseller after notice of termination. Within ten (10) days of termination of this Agreement for any reason, Reseller agrees to provide Cedar with a list of its inventory of the Products. Cedar, at its option, will have the right to repurchase from Reseller any or all saleable Products in Reseller's inventory by sending written notice of the exercise of such option within thirty (30) days from receipt of the foregoing inventory list.

11. Amendments & Waivers.

a. Except as otherwise set forth in Section 11(b) of this Agreement, this Agreement may be amended, waived, or modified only by a written instrument signed by an authorized officer of both parties stating specifically that it is an amendment, waiver, or modification. No waiver of any provision at any particular time shall be deemed a permanent waiver of such provision, or a waiver of any other provision of this Agreement. Failure to enforce a provision shall not be deemed a waiver.

b. Cedar may amend or modify any Schedule in this Agreement by providing notice to the Reseller, and any such amendment or modification shall become effective immediately upon delivery of such notice.

12. Reporting. Cedar reserves the right to request from Reseller reports of inventories, sales and other pertinent information regarding its handling of Products purchased from Cedar, as Cedar may from time to time reasonably request. Cedar shall grant Reseller at least five (5) business days with which to comply with any such request.

13. Unilateral Policy. Reseller acknowledges that Reseller has been informed of Cedar's Unilateral Policy as it applies to the advertisement for sale of Cedar Products from Resellers to End-Users in the Territory. There is no agreement, express or implied, between Cedar and Reseller with respect to the advertised or resale pricing of Products. If any director, officer, employee, representative, or other agent of Cedar tries to coerce Reseller to agree to the price at which Reseller advertises or resells Cedar Products, such action shall be considered void, unauthorized, and without effect and Reseller shall promptly notify Cedar's Policy Coordinator at policyadministrator@cedarelectronics.com.

14. Law and Forum. This Agreement shall be deemed to have been entered into and fully performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflicts of laws rules thereof. Reseller agrees that all controversies, disputes and claims arising out of this Agreement shall be adjudicated exclusively by a court of competent jurisdiction within the county of Cook, Illinois or the United States District Court for the Northern District of Illinois, except that any judgment in any such action may be enforced in other jurisdictions by suit or in any other permitted manner. Reseller irrevocably consents to the jurisdiction and venue of the state and federal courts of Illinois and waives any rights to seek a transfer of venue for any reason or to claim that the forum is inconvenient.

15. Limitation on Liability. RESELLER ACKNOWLEDGES AND AGREES THAT CEDAR SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT RESELLER MAY INCUR FROM DELAYED SHIPMENT, NON-SHIPMENT OR PRODUCT SELECTION, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), WARRANTY, OR OTHERWISE. IN NO EVENT SHALL CEDAR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE), WHETHER OR NOT CEDAR SHALL BE OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

16. Contract Interpretation. Each party hereto acknowledges that it has had ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and an ambiguity shall not be construed against either party.

17. Relationship. Reseller and Cedar are independent contracting parties, and nothing contained in this Agreement shall be deemed to make Reseller an agent, representative, employee, partner, joint venturer, franchisee, or affiliate of Cedar.

18. Survival. In addition to any sections that by their nature are designed to survive expiration or termination, or which expressly state that they shall do so, the following sections of this Agreement shall also survive the expiration or termination of this Agreement: 5, 10, 14, 15, and 16.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

20. Warranty of Individual Signing. Each signatory warrants and represents, individually, to the other party, that he or she has been authorized and has the authority to enter into the Agreement on behalf of the applicable party

SCHEDULE A
PRODUCTS

Cobra

Escort

Submitted And Signed By:

Company: Accessories Inc

Corporate Location: 7205 GILPIN WAY

STE 180, DENVER, CO 80229-6546

Signatory Name: ken brunton

Signatory Title: President

Timestamp: 10/12/2021 6:12:17 PM

Eastern Standard Time

IP Address: 67.176.126.157

Document Version: US Indirect Authorized

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