

## **\*\*RESELLER AGREEMENT\*\***

This Reseller Agreement (the “Agreement”) is made and entered into as of July 14, 2024 by and between:

**\*\*Tech Innovations Inc.\*\***, a corporation organized and existing under the laws of Delaware, with its principal place of business located at 1234 Silicon Valley Blvd, San Jose, CA 95131 (“Company”),

and

**\*\*Global Resellers LLC\*\***, a limited liability company organized and existing under the laws of Texas, with its principal place of business located at 5678 Market St, Houston, TX 77002 (“Reseller”).

## **\*\*RECITALS\*\***

WHEREAS, Company is engaged in the development, manufacturing, and distribution of advanced networking equipment (the “Products”);

WHEREAS, Reseller desires to purchase and resell the Products to customers in the Territory (as defined below);

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

### **1. \*\*DEFINITIONS\*\***

1.1 **\*\*"Territory"\*\*** means the United States and Canada.

1.2 **"Products"** means the products described in Exhibit A attached hereto and made a part hereof.

## 2. **APPOINTMENT OF RESELLER**

2.1 **Appointment**. Company hereby appoints Reseller as its non-exclusive reseller to market, sell, and distribute the Products within the Territory.

2.2 **Acceptance**. Reseller accepts the appointment and agrees to act as a reseller of the Products in accordance with the terms and conditions of this Agreement.

## 3. **PURCHASE AND SALE OF PRODUCTS**

3.1 **Orders**. Reseller shall submit purchase orders to Company specifying the quantities of Products desired. Company shall use commercially reasonable efforts to fulfill such orders.

3.2 **Pricing**. The prices for the Products shall be as set forth in Exhibit B. Company reserves the right to change the prices upon 30 days' written notice to Reseller.

3.3 **Payment Terms**. Payment terms are net 45 days from the date of invoice. Reseller shall make all payments in US dollars.

## 4. **RESELLER'S OBLIGATIONS**

4.1 **Marketing and Promotion**. Reseller shall use commercially reasonable efforts to market, promote, and sell the Products within the Territory.

4.2 **Compliance with Laws**. Reseller shall comply with all applicable laws and regulations in the performance of its obligations under this Agreement.

## 5. **\*\*COMPANY'S OBLIGATIONS\*\***

5.1 **\*\*Supply of Products\*\***. Company shall use commercially reasonable efforts to supply the Products ordered by Reseller.

5.2 **\*\*Support\*\***. Company shall provide Reseller with reasonable marketing and technical support for the Products.

## 6. **\*\*TRADEMARKS AND INTELLECTUAL PROPERTY\*\***

6.1 **\*\*License\*\***. Company grants Reseller a non-exclusive, non-transferable license to use Company's trademarks, trade names, and logos (the "Trademarks") solely in connection with the marketing and sale of the Products in the Territory.

6.2 **\*\*Ownership\*\***. Reseller acknowledges that Company retains all right, title, and interest in and to the Trademarks and other intellectual property related to the Products.

## 7. **\*\*CONFIDENTIALITY\*\***

7.1 **\*\*Confidential Information\*\***. Each party agrees to keep confidential any non-public information disclosed by the other party that is designated as confidential or that should reasonably be understood to be confidential.

7.2 **\*\*Obligations\*\***. The receiving party shall not use or disclose the confidential information except as necessary to perform its obligations under this Agreement.

## 8. **\*\*TERM AND TERMINATION\*\***

8.1 **\*\*Term\*\***. This Agreement shall commence on the Effective Date and continue for a period of two years, unless terminated earlier in accordance with this Agreement.

8.2 **\*\*Termination for Convenience\*\***. Either party may terminate this Agreement for any reason upon 60 days' written notice to the other party.

8.3 **\*\*Termination for Cause\*\***. Either party may terminate this Agreement immediately upon written notice if the other party breaches any material term of this Agreement and fails to cure such breach within 30 days after receiving written notice of the breach.

## 9. **\*\*MISCELLANEOUS\*\***

9.1 **\*\*Governing Law\*\***. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware, without regard to its conflicts of laws principles.

9.2 **\*\*Entire Agreement\*\***. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties.

9.3 **\*\*Amendments and Waivers\*\***. No amendment to or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties.

9.4 **\*\*Counterparts\*\***. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Reseller Agreement as of the Effective Date.

**\*\*Tech Innovations Inc.\*\***

By: \_\_\_\_\_

Name: John Smith

Title: CEO

**\*\*Global Resellers LLC\*\***

By: \_\_\_\_\_

Name: Jane Doe

Title: Managing Partner