**MOUSER ELECTRONICS, INC.**

**DISTRIBUTOR AGREEMENT**

Agreement made this 28th day of March, 2022 between Mouser Electronics, Inc. (Mouser), a Delaware corporation, with its headquarters at 1000 N. Main Street, Mansfield, Texas 76063 USA, and Morpheans (Manufacturer), with its corporate headquarters at Orlenas, France (individually a “Party” or collectively “Parties”) as follows:

1. **Appointment**

The Manufacturer hereby appoints Mouser as an Authorized Distributor for Manufacturer’s Product in accordance with terms contained herein. Mouser accepts the appointment and agrees to sell and promote Manufacturer’s Product globally.

1. **Terms of Payment**

All forms of payment and distributor buy prices will reflect USD as the official exchange currency. Manufacturer will invoice Mouser upon shipment of each order. Such invoices shall be due and payable in full by Mouser within thirty (30) calendar days following the date of invoice.

# **Pricing**

# Prices for Product will be provided to Mouser electronically by Manufacturer.

# Orders will be shipped at the lesser of the price in effect when the order was placed or at the time of shipment from the Manufacturer.

# **Orders, Delivery, Rescheduling, Cancellations**

# Orders may be placed by facsimile, electronically, or in writing. All orders may be scheduled for immediate delivery unless otherwise indicated with a specified delivery date. Orders for Product may be rescheduled or cancelled with at least thirty (30) day notice.

* 1. Manufacturer agrees to ship Product with a date code no older than 24 months.
     1. Manufacturer may ask Mouser to accept Product outside this date code restrictions, but Mouser retains the right to accept or reject such Products.
  2. Shipments will be DDP Mansfield, Texas, USA. Mouser does not authorize Manufacturer to route shipments where Mouser is considered the Importer of Record.

1. **Warranty**

Manufacturer will warranty the Product through Mouser for a minimum period of twelve (12) months starting from the date the Product is shipped to the end customer regardless of sale date to Mouser.

# **Trademarks/Trade Names**

# Both Parties agree to grant the other Party limited use to use its trade names, trademarks, service marks and logos (collectively “Marks”) solely for promoting the sale of Products and relationship of the Parties associated with this Agreement. Both Parties acknowledge that it has no ownership of the other Party’s Marks. Permission to use these Marks is terminated when this Agreement is terminated and all inventory of Product in Mouser’s possession has been returned to Manufacturer or otherwise disposed. Each Party agrees to comply with the instructions and guidelines for the use the other Party’s Marks and all usage of the other Party’s Marks will inure to the benefit of the Mark owner.

* 1. The relationship of the Parties is as independent contractors with respect to this Agreement. This Agreement does not establish a franchise, joint venture or partnership, or create any relationship of employer or employee, or principal and agent between the Parties. Neither Party shall have any authority to create or incur any liability or obligation binding on the other Party.

1. **Liability Indemnification** 
   1. Both parties agree to indemnify and hold the other Party, its Board of Directors, officers, employees (collectively and individually) and affiliates harmless from any and all claims, demands, actions, damages and liabilities, including attorney fees, which arise out of or in any manner relate to the respective Party’s failure of performance hereunder.
   2. Manufacturer will indemnify Mouser against, and hold it harmless from any cost, loss, damage, or liability (including reasonable attorney’s fees) arising from or related to the failure, or alleged failure, of the Product, as manufactured and sold to Mouser, to fully comply with all applicable laws, standards, codes, specifications and regulations or to be suitable for resale or other distribution by Mouser as contemplated by this Agreement.
2. **Patent Indemnity**
   1. Regardless of which company is the Importer of Record for the Product, Manufacturer will defend any suit or proceeding brought against Mouser, its Board of Directors, officers, employees, customers, and end user customers (collectively and individually under this provision “the Mouser Interests”), with respect to any claim for infringement of any patent, registered design, trademark, copyright or other intellectual property right with respect to any Product sold to Mouser if it is based on a claim that any Product, as manufactured and sold to Mouser, hereunder constitutes an infringement of any intellectual property rights of any country.
   2. Mouser will notify Manufacturer promptly in writing of any such claim upon receipt of actual knowledge thereof, and shall give full and complete authority, information and assistance (at Manufacturer’s expense) for defense of same. If Manufacturer receives actual or constructive knowledge of such claim through any other source or means other than the written notification from Mouser pursuant to this paragraph, Manufacturer shall be deemed to have been notified for all purposes. In such case, Manufacturer shall notify Mouser of such claim as soon as practicable after receipt of said knowledge of such claim.
   3. Without relieving Manufacturer of any of its obligations hereunder, Mouser may engage counsel of its own to represent the Mouser Interests and to participate with and to assist Manufacturer’s counsel in the defense of the Mouser Interests’ under this provision.
   4. Manufacturer will pay damages and costs therein awarded against any and all of the Mouser Interests but shall not be responsible for any compromise by Mouser made without its written consent.
   5. In providing such defense, or in the event that such Product is held to constitute infringement and the use of the Product enjoined, Manufacturer shall retain the right to continue manufacturing and selling such Product, modify Product so that it becomes non-infringing, or remove it from any product listings provided to Mouser and grant Mouser a credit for the quantity of the Product in its inventory times the original purchase price.
   6. If Mouser or any of the Mouser Interests is subpoenaed as a non-party to a patent lawsuit brought against the Manufacturer, Mouser will be reimbursed for reasonable legal fees or other costs incurred for responding to such subpoena.
3. **Force Majeure**

Nonperformance under this Agreement shall be excused and neither Party shall be liable for any loss, damage, penalty or expense, to the extent that such performance is rendered impossible or delayed by fire, flood, acts of God or the public enemy, acts of the Government, labor difficulties, riot, pandemic, shortage of, inability to obtain materials or any other cause where the failure to perform or delay is beyond the reasonable control of the non-performing Party and without the negligence of such Party.

1. **Assignment**

This Agreement may not be assigned by either Party without the other Party’s consent, except that either Party may, upon thirty (30) days written notice to the other Party, assign this agreement to a successor corporation related to the assigning Party by merger consolidation, non-bankruptcy reorganization, or government action; or to a purchaser of substantially all of the assigning Party’s assets. For the purpose of this Agreement, any sale or transfer of a Party’s capital stock or redemption or issuance of additional stock of any class will not be deemed an assignment or change of control of that Party. Any attempt to assign this Agreement other than as permitted herein by either Party shall be null and void and of no force or effect. Subject to the foregoing, this Agreement shall be fully binding upon, inure to the benefit of, and enforceable by the parties hereto and their respective successors and assigns.

1. **Counterparts**

This Agreement may be signed in one or more counterparts, each of which is deemed an original and all of which when taken together constitute the same Agreement. Any copy of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

1. **Notices**

Non-critical Notices and other correspondence by either Party under this Agreement shall be deemed given when sent by verifiable electronic means, such as email or facsimile. Critical correspondence must be deposited in the mail system as certified mail, postage prepaid, or sent via overnight carrier with proof of delivery requested, and addressed as indicated below.

To Mouser: To Manufacturer:

Mouser Electronics, Inc.

1000 N. Main Street

Mansfield, TX 76063-1514

Attn: Peter F. Shopp, Jr.

Email: [pete.shopp@mouser.com](mailto:pete.shopp@mouser.com)

Facsimile: 817-804-3882

1. **Entire Agreement**

This Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and merges all prior discussions between them. To the extent that any provisions of this Agreement conflict with, or create ambiguities with, the terms and conditions of any purchase order or sales order acknowledgement, the provisions of this Agreement shall govern and control, except where the Parties expressly agree in a purchase order or sales order acknowledgement to override a provision of this Agreement, naming this Agreement, and clearly specifying that provision.

1. **Applicable Law**

This Agreement shall be governed by and construed in accordance with the substantive law of the State of Texas, without reference to any conflict of law provisions, where sole jurisdiction is agreed to be placed.

In Witness Whereof, the parties hereby have caused this Agreement to be executed.

Mouser Electronics, Inc. Morpheans

Signed: Signed:

Printed Name: Peter F. Shopp, Jr. Printed Name:

Title: Sr. VP, Business Operations Title:

Date: Date: