

Authorized Reseller Agreement for Branded Accessories

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Our accessory brand partners have invested significant time and resources to build a reputation for providing the highest quality products, and backing these products with their own individual warranties and excellent customer service. In order to maintain the reputation and integrity of the **Brands**, you will agree to strictly follow the policies outlined in the terms below in order to participate, and actively sell the listed **Brands**. Should any of the **Brands** find you or your company in violation of the terms, your access to these brands through Mobile Defenders, VoiceComm, or any other Authorized Accessory Distributor may be revoked permanently by the brand. Mobile Defenders, VoiceComm, LLC, and their partners will not be held responsible for policy violations by you or your company, but will comply with **Brands** request to authorize or revoke reseller status.

Identified Brands (The Brands)

Case-Mate

Incipio

Braven

Griffin

Jabra

Mophie

Speck

UAG

AUTHORIZED RESELLER AGREEMENT

This Authorized Reseller Agreement (this "**Agreement**") is between Mobile Defenders and the undersigned applicant ("**Reseller**"). Mobile Defenders initial and continued consent to the relationship contemplated by this Agreement is expressly conditioned on the acceptance of said Agreement by VoiceComm, LLC. To the extent the provisions of this Agreement contradict or alter the provisions of the Authorized Distributor Agreement, the provisions of this Agreement shall govern the relationship between Mobile Defenders and Reseller.

1. Marketing, Sales and Reporting

(a) Marketing and Sale of Products:

(i) Reseller shall use its best efforts to promote Product in the distribution channel(s) and/or territory(ies) defined in the Authorized Distributor Agreement. Reseller shall sell or distribute Product obtained only from a Distributor authorized by **Brands** to supply such Product to Reseller for Reseller's resale to its customers. Reseller shall not during the term of this Agreement contact Mobile Defenders suppliers, or any third party, for the purpose of manufacturing or obtaining any product similar to the Product.

(ii) Reseller shall only advertise the Product at the manufacturers' suggested retail price (MSRP), for all **Brands** branded product ("MSRP Policy") and within the MSRP for all branded product established by the **Brands** unilaterally from time to time. The MSRP Policies are subject to amendment or modification at any time by The **Brands** unilaterally and in its sole discretion.

(iii) RESELLER SHALL NOT PROMOTE, MARKET, ADVERTISE, OFFER TO SELL OR SELL ANY PRODUCT ON OR THROUGH ANY ONLINE MARKETPLACE OR AUCTION SERVICE (E.G., EBAY, AMAZON MARKETPLACE OR LIKE WEBSITES), AND IT BEING UNDERSTOOD THAT MOBILE DEFENDERS, AND THEIR BRAND PARTNERS MAY WITHDRAW ITS CONSENT AT ANY TIME.

(iv) In connection with Reseller's activities under this Agreement and the Authorized Distributor Agreement, Reseller shall comply with: (A) all applicable laws, rules, and regulations, including, but not limited to, the U.S. Consumer Product Safety Act ("CPSA") and the Canada Consumer Product Safety Act ("CCPSA"), (B) all terms and conditions of the Authorized Distributor Agreement, and (C) appropriate ethical standards.

2. Proprietary Rights

(a) Brand Guidelines: Reseller agrees that:

(i) Only photos provided by the **Brands** ("**Product Photos**") may be used to display the Product. Product Photos must retain natural proportions. Reseller shall not edit the Product Photos in any way, other than sizing.



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(ii) Reseller shall ensure that any data, Product Photos and Product descriptions displayed by Reseller: (1) are the most-current versions of such provided by the Distributor, and (2) comply with the Brand Guidelines.

3. Duration of Agreement

(a) Term: This Agreement shall be effective as of the date Reseller receives approval to participate in the Authorized Reseller Program, and shall continue indefinitely until terminated pursuant to this Agreement hereof.

(b) Termination for Convenience: Either party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other party.

(c) Termination for Breach: Mobile Defenders may at any time terminate this Agreement with immediate effect, upon notice to Reseller, if Reseller materially breaches any of the term and conditions of this Agreement as determined by the **Brands** in its sole discretion.

5. General Provisions

(a) Governing Law; Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, United States of America, without giving effect to the principles of conflicts of law of any jurisdiction. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be the state or federal courts in Michigan and the parties expressly submit to the jurisdiction of said courts.

(b) Assignment; Sub-distributors: Reseller may not assign its rights, duties or obligations under this Agreement, in whole or in part. Any prohibited assignment shall be null and void. All terms and conditions of this Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the parties. Reseller shall not sell the Product through a sales agent or to a sub-distributor or reseller.

(d) Entire Agreement: This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein and shall supersede any prior negotiations or agreements, whether written or oral, with respect thereto. This Agreement may not be amended or waived except by a written instrument signed by both parties. The waiver by either party of any right provided under this Agreement shall not constitute a subsequent or continuing waiver of such right or of any other right under this Agreement. If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability shall affect only that provision and shall not make any other provision of this Agreement invalid or unenforceable, and the unenforceable provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

Agreement Execution

Primary Business Type: B2B___ Education___ Mall Retail___ Mobile Device Repair___ Value Add Reseller___
Location: I agree the primary location of my business is a Brick and Mortar building___ (Online Resellers disqualified)
Legal Business Name_____ DBA_____
FEIN/Business Number_____
Contact_____ Phone_____
EMAIL_____ Website_____
Business Address_____
City_____ State_____ Zip Code_____

Printed Name_____ Signature_____

Title_____ Date_____

Mobile Defenders Internal Use

Mobile Defenders Agent_____ Signature_____

Agreement Executed Date_____ Customer #_____