

## Jabra United States Authorized Indirect Reseller Agreement

THIS JABRA UNITED STATES AUTHORIZED INDIRECT RESELLER AGREEMENT is made effective the date of the last signature below or electronic acceptance (the "Effective Date"), by and among GN Audio USA, Inc. d/b/a Jabra, a Delaware corporation with principal offices at 900 Chelmsford St., Lowell, Massachusetts 01851 ("Jabra"), and the party ("Reseller") which has electronically accepted this Agreement. This Agreement describes the rights and obligations of Reseller and Jabra with respect to the appointment of Reseller as an authorized reseller of the Products and Services. Reseller and Jabra each acknowledge that the following terms and conditions are essential to maintaining the viability of Jabra's distribution network for the Products and Services and ensuring the success of its Authorized resellers. Jabra and Reseller are each sometimes referred to herein as a "party" and collectively as the "parties." The parties agree as follows:

### Definitions.

- a. Portal: The ("Portal") shall mean the Jabra Authorized Reseller Portal and its contents located at: <https://www.yellowhub.jabra.com/> as amended or modified from time to time within the sole discretion of Jabra.
  - b. Products: The ("Product(s)") shall mean the Jabra products and related equipment and accessories listed on Schedule A hereto.
  - c. Territory: The ("Territory") shall mean the United States of America and its territories as well as sales at U.S. military bases.
  - d. End-User: An ("End-User") shall mean any purchaser of the Product(s) and Service(s) from the Reseller who is the ultimate consumer for whom the Product and Service is designed and who does not intend to resell the Product and Service to a third party.
  - e. Transship: ("Transship") shall mean the sale of Product(s) to any entity other than an End-User.
  - f. Licensed IP: The ("Licensed IP") shall mean the trademarks, tradenames, product images, and/or marketing banners provided by Jabra in writing in the approved image or form provided by Jabra.
  - g. Distributor: ("Distributor") shall mean the warehouse distributor subject to the Jabra Authorized Distributor Agreement and located at: [www.jabra.com/where-to-buy/authorized-distributors](http://www.jabra.com/where-to-buy/authorized-distributors).
  - h. Closed Website: A ("Closed Website") is defined as an internal website or portal that is used privately and securely whereas the contents of the site are not publicly available.
  - i. Services: The ("Services") means the Jabra business services (as amended by Jabra from time to time) which Jabra is selling through its sales channels and as further described in the service descriptions and the requirements in the Jabra Services Reseller Requirements available here: [www.jabra.com/business-services-terms](http://www.jabra.com/business-services-terms).
1. Appointment. For the Term of this Agreement, Jabra appoints the Reseller, through its agent (a Distributor), as a non-exclusive authorized reseller of the Products and Services to End-Users within the Territory.
  2. Internet Advertising and Sales. The Reseller is expressly prohibited from selling the Products and Services on the Internet, unless an approved Internet Sales addendum has been executed. Closed Websites are exempt from this Section 2.
  3. Transshipping.

Reseller shall not Transship the Products and Services, specifically; it shall not sell or transfer any of the Products and Services 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 Jabra, which Reseller purchased or obtained from a source other than a 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 and Services within the Territory. Jabra hereby expressly prohibits the Reseller from soliciting or consummating sales outside the Territory.

5. **Liquidated Damages.** For each occasion that Reseller breaches Section 2, 3, or 4 of this Agreement by engaging in the unauthorized sale of Products and Services, in addition to all other remedies available to Jabra under this Agreement and at law, Reseller agrees to pay Jabra, as liquidated damages and not as a penalty, the greater of the following amounts: (i) the costs and fees associated with Jabra's investigation and enforcement regarding the Reseller's unauthorized sales, and (ii) five times (5X) the MSRP of the Product(s) or Service(s) per unit of Product or Service. The parties agree that these damages are not punitive, that Jabra's damages due 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 Jabra's damages in the event of a breach.

6. Intellectual Property.

A. Grant. 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 and Services within the Territory to End-Users.

B. Restrictions and Limitations.

(i) Reseller may not use the Licensed IP on the Internet (except to identify itself to consumers as an "Authorized Reseller of Jabra Products and Services," using the format provided or approved by Jabra).

(ii) Reseller shall ensure that the Licensed IP is: (a) used in conjunction with the ® or TM designations as directed by Jabra; (b) not modified in any manner without the prior written consent of Jabra; (c) used alone without any other terms, marks, or designs which may detract from the Licensed IP; and (d) displayed according to specifications which Jabra may provide or amend from time to time.

(iii) Reseller shall perform all acts requested by Jabra to ensure that the nature and quality of Reseller's use of the Licensed IP is consistent with and does not detract from the goodwill associated with the Licensed IP. Reseller is specifically prohibited from registering or using any domain name containing any of Jabra's trademarks.

(iv) Reseller shall have no right, title, or interest in the Licensed IP. All use of the Licensed IP and the goodwill associated therewith shall inure to the benefit of Jabra. Reseller shall not do anything inconsistent with Jabra's ownership of the Licensed IP, including, but not limited to, using, causing or permitting another party to use the Licensed IP as any part of a uniform resource locator ("URL"), meta data tag, or as a keyword or search engine term. Reseller shall not, during the Term or thereafter, challenge the validity of the Licensed IP or Jabra's title to or rights in the Licensed IP.

(v) Reseller shall not use the Licensed IP in a manner that disparages Jabra or the Products and Services, blurs, dilutes or otherwise diminishes the Licensed IP, or portrays Jabra or the Products and Services in a false, competitively adverse or poor light.

(vi) Upon termination of this Agreement Reseller shall discontinue and abandon its use of the Licensed IP.

(vii) Reseller shall promptly inform Jabra of any action or conduct of any person which may infringe upon any of Jabra's intellectual property rights. Jabra shall have the sole discretion whether to take legal action against any such infringement and any damages or other monies recovered on account of such infringement,

whether by judgment, settlement or otherwise, shall belong exclusively to Jabra. Reseller shall cooperate fully with Jabra in connection with any legal action taken by Jabra in connection with any such infringement.

(viii) Reseller shall comply with the additional conditions regarding the use of Jabra intellectual property described in the brand guidelines set forth on the Portal at [www.jabra.com/media-library](http://www.jabra.com/media-library), which Jabra may update from time to time.

7. Reseller Obligations. During the term of this Agreement, Reseller shall:

- a. Promote, market, and sell the Products and Services in the manner required by Jabra;
- b. maintain qualified personnel with knowledge of the specifications, features and use of the Products and Services;
- c. provide quality post-sale return support for all End-Users that purchase the Products and Services;
- d. comply with the Quality Control requirements set forth in this Agreement;
- e. preserve and enhance the reputation and goodwill of Jabra and the Products and Services and avoid any illegal or unethical actions, including without limitation “bait and switch” practices; and
- f. 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 Jabra 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 Jabra, its officers, employees, or agents of Jabra that may result from a violation of this paragraph.
- g. 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.
- h. When selling Services, at all times comply with the Jabra Services Reseller Requirements available here: [www.jabra.com/business-services-terms](http://www.jabra.com/business-services-terms). In the event of inconsistency between the terms and conditions of this Agreement and the Jabra Services Reseller Requirements, the Jabra Services Reseller Requirements shall prevail.
- i. Ensure all Reseller’s employees are made aware of and comply with the requirements set forth in this Section 7.

8. Refurbished and Used Goods. Reseller shall only purchase and sell new condition Products in original packaging from Distributors. Reseller shall not repackage, recondition, or in any way sell used, open box, or refurbished products to End-Users.

9. 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”).

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

- a. by Jabra immediately upon written notice to Reseller in the event of a breach by Reseller of Sections 1, 2, 3, 4, 5, 6, 7, 10, 14, or 35 of this Agreement;
- b. by Jabra or Reseller, without cause or liability, upon thirty (30) days’ prior written notice to the other party;

- c. immediately upon a change in ownership as set forth in Section 15 below; or
- d. by either party upon a continuing force majeure as set forth in Section 31 below.

11. **Reseller Quality Control Obligations:** Reseller acknowledges and agrees that in order for the End-User to receive the Products in their intended quality and condition intended by Jabra the Reseller must:

- a. store all electronics at all times within a temperate range of 0°C to 40°C / 32°F to 104°F,
- b. certify that the level of moisture in any facility where the Products are stored or displayed never exceeds 85% relative humidity,
- c. not stack boxes higher than done so by Jabra in palleting, and
- d. ensure that all Products sold to End- Customers remain factory sealed prior to sale.

12. **Liability & Obligations Upon Expiration/Termination.** Neither Jabra 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 Jabra, the Reseller or the Products and Services. Any termination or expiration of this Agreement shall not relieve either party of any outstanding obligation or liability for Products and Services 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

- a. immediately cease to purchase the Products and Services, represent itself as an authorized reseller of Jabra Products and Services, cease all use of Jabra's intellectual property, and return to Jabra all advertising, promotional, display and other materials that have been furnished to Reseller by Jabra.
- b. promptly delete, destroy, or return to Jabra all Confidential Information (as defined in Section 20 below) including, but not limited to, all documents and information concerning prices, marketing, advertising, and promotional activities.
- c. Immediately cease selling any and all Products and Services on the Internet. Any post-termination unauthorized Internet sales entitles Jabra to remedies available in the Agreement including, but not limited to, the Liquidated Damages referenced in Sections 5 of the Agreement.

13. **Amendments & Waivers.**

- a. Except as otherwise set forth in Section 12(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. Jabra may amend or modify any Schedule in this Agreement and any information contained in the Portal by providing notice to the Reseller, and any such amendment or modification shall become effective immediately upon delivery of such notice, which shall include posting such notice on the Portal.

14. **Reporting.** Reseller shall retain all records regarding its purchase and sale of Products for a period of no less than one (1) year. These records shall include all point-of-sale information and shipping information of the Products. Jabra reserves the right to request from Reseller reports of inventories, sales, and other pertinent information regarding its handling of Products and Services purchased from Jabra, as Jabra may from time-to-time reasonably request. Jabra shall grant Reseller at least five (5) business days with which to comply with any such request.

Jabra shall have the right at its own cost and expense, upon thirty (30) days' notice, once a calendar year throughout the duration of this Agreement to audit the Reseller records as they relate to the Products.

15. Product Recall.

a. In the event that any Product is found by Jabra, Reseller, or any governmental agency or court having jurisdiction over such Product to contain a Safety Hazard or other Defect or condition that requires or would make advisable a rework or recall of such Product, such party shall promptly communicate all relevant facts to the other party. Jabra shall promptly undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents required under applicable law or regulation; provided that Reseller shall reasonably cooperate with and assist Jabra in any such filing and correction action, at Jabra's expense; and, provided further, that nothing in this section shall preclude Reseller from taking such action as may be required of it under any applicable law or regulation or business purpose. Jabra shall perform all necessary repairs or modifications to the Product at its sole expense.

b. The parties recognize that it is possible that other Jabra-manufactured products might contain the same Safety Hazard, Defect, or other condition described in the preceding paragraph. Reseller and Jabra agree that any recall involving any Product purchased by Reseller shall be treated separately and distinctly from similar results of Jabra's brand products, provided that such separate and distinct treatment is lawful and that Jabra shall in no event fail to provide at least the same protection to Reseller with regard to such Product as Jabra provides to its other customers in connection with a recall of such Product or other Jabra products. Each party shall consult the other prior to making any statements to the public or a governmental agency concerning issues relating to any product recall of a Product, except where such consultation would prevent timely notification required to be given under any such law or regulation.

16. Entire Agreement. This Agreement, the attached Schedules, any additional terms and conditions mutually agreed upon in writing by the parties, Jabra's written invoices, the information contained on the Portal, and any and all personal guarantees or assurances of payment set forth in Reseller's New Account Application set forth the entire understanding and agreement of the parties, and supersede any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. The parties hereby acknowledge and represent, by execution hereof, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract, or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

17. Repurchase Option. Within ten (10) days of termination of this Agreement for any reason, Reseller agrees to provide Jabra with a list of its inventory of the Products. Jabra, 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 the effective date of expiration or termination or the date Jabra receives the foregoing list, whichever last occurs. The purchase price of such Products will be at the net invoice prices at which the Products were originally purchased by Reseller, less any discounts or allowances that Jabra may have given Reseller on account of such Products. If such option to repurchase is exercised by Jabra, Reseller agrees, at Reseller's expense to deliver to Jabra Reseller's inventory of the Products in their original packages within thirty (30) days of receipt of Jabra's notice of exercise.

18. Change in Ownership. If Reseller transfers or disposes of all or substantially all of its business and/or the Retail Locations by way of a sale of assets or stock, or through a merger or similar type of transaction, or if Reseller is a privately-owned business and there is a change in senior management, then this Agreement shall terminate immediately without notice. The new owner(s) or manager(s) of Reseller shall have no rights under this Agreement and shall not market, advertise, and/or offer for sale Products and Services until and unless such new owner(s) or manager(s) first apply to and become authorized by Jabra as an "Authorized Reseller."

19. Changes by Jabra. Jabra reserves the right at any time to discontinue the production, sale or distribution of any of its Products and Services, to change the design of its Products and Services and any parts thereof, and to change its service, warranty, price, or other policies, without advance notice or obligation to the Reseller of any kind whatsoever. Reseller agrees that it shall have no claim against Jabra or any of its agents or affiliates for failure to furnish such Products and Services, whether or not such Products and Services are of a model, design or type previously sold.

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

21. Law and Forum. This Agreement shall be deemed to have been entered into and fully performed in the Commonwealth of Massachusetts and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts 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 Middlesex, Commonwealth of Massachusetts or the United States District Court for the District of Massachusetts, 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 Massachusetts and waives any rights to seek a transfer of venue for any reason or to claim that the forum is inconvenient.

22. Limitation on Liability.

a. EXCLUDING THIRD PARTY PRODUCT LIABILITY CLAIMS AND THIRD-PARTY INTELLECTUAL PROPERTY INDEMNIFICATION CLAIMS, JABRA'S TOTAL LIABILITY IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS PAID AND SERVICES BY RESELLER IN AGGREGATE DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT CAUSING THE LIABILITY. IN NO EVENT SHALL JABRA BE LIABLE TO RESELLER IN CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE) FOR ANY INDIRECT, INCIDENTAL, COLLATERAL, CONSEQUENTIAL, EXEMPLARY PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOSS OF PRODUCTION, LOSS OF PROFITS OR SAVINGS, LOSS OF REVENUE, LOSS OF USE OF REVENUE, LOSS OF USE OF THE PRODUCTS OR SERVICES, LOSS OF TIME, DAMAGE TO PROPERTY CAUSED BY THE PRODUCTS OR SERVICES, INCONVENIENCE, AND OTHER CONSEQUENTIAL ECONOMIC LOSS EVEN IF JABRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR OF ANY OTHER CONTRACT, THIS PROVISION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW REGARDLESS OF FAULT. JABRA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO JABRA PRODUCTS OR SERVICES SOLD TO THE RESELLER, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

b. Jabra shall defend, indemnify and hold harmless Reseller from and against any and all third-party claims and liabilities, arising out of or in connection with a claim that any Product or Service, when used within the scope intended, infringes, violates or misappropriates a valid third-party patent or copyright existing on the date of this Agreement. Jabra shall have no obligation to the Reseller or to any other party with respect to any action or claim of infringement based upon or arising out of the use of any Product or Service, or any part thereof if the Product or Service has been used: (i) in a manner for which it was not intended; (ii) in a modified form without the express written permission of Jabra; or (iii) in combination with any other system, equipment or devices not contemplated by the applicable model specifications; or if the Products have been refurbished. Reseller shall not be entitled to indemnification by Jabra for infringement unless Reseller: (i) gives Jabra prompt written notice of any action or threat of action, the ground for such action and all prior claims relating to any actual or threatened action; (ii) acknowledges in writing that Jabra will have the sole control of the defense of the action and all negotiations for its settlement or compromise and (iii) fully and completely cooperates with Jabra in all reasonable respects (and at Jabra's cost and

expense) in its defense of the action and all negotiations for its settlement or compromise to third parties. The foregoing indemnification shall not apply to any claim of patent or copyright infringement based upon the use of any part, component or other device furnished or supplied by Reseller. If any Product or Service, or any part thereof, supplied by Jabra hereunder, becomes, or in Jabra's opinion is likely to become, the subject of a claim of infringement of a United States or foreign patent, trademark or copyright, Reseller shall permit Jabra, in Jabra's sole discretion and at Jabra's sole expense (i) to procure for Reseller the right to continue using and selling the Product or Service upon terms and conditions satisfactory to Jabra and the third party claimant, or (ii) to replace or modify the Product or Service so that it becomes non-infringing.

c. Reseller shall defend, indemnify and hold Jabra and its affiliates and its respective officers, directors, partners, members, managers and employees harmless from and against any losses and damages to the extent directly arising out of, due to or related to (i) any Claim by a third party arising out of marketing, promoting, distributing or selling of the Products by Reseller, in each case, other than any Claim for which Jabra is obligated to indemnify Reseller; (ii) product liability or warranty Claims relating to any Product to the extent that such Claim arose out of any breach by Reseller of its obligations under this Agreement or by a negligent act, misconduct or omission of Reseller; (iii) product recalls ordered by Jabra to the extent such recalls are caused by Reseller's breach of its obligations under this Agreement or by a negligent act, misconduct or omission of Reseller; or (d) any material breach of this Agreement.

23. Confidentiality. In connection with the business relationship contemplated by this Agreement, each party may receive or have access to commercially valuable technical and non-technical confidential or proprietary information of the other party, including information in whatever form, relating to the business of such party that is not generally known or available to others, including new product styles and designs, trade secrets, pricing strategies, marketing, business plans, and any logins and passwords provided by Jabra (the "Confidential Information"). Each party acknowledges and agrees that any Confidential Information received or obtained from the other party will be the sole and exclusive property of the other party and may not be used, disseminated, or disclosed except as may be necessary to perform the obligations required under this Agreement or as may be required by law. If disclosure is required by law, the party required to disclose Confidential Information shall reasonably cooperate with the other party (at the other party's request and expense) so that the other party may preserve the confidentiality of the Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include, and neither party will be liable for disclosure of, any information received by the receiving party under this Agreement if the information: (a) is or becomes generally available to or known to the public through no wrongful act of the receiving party; (b) was previously known by the receiving party through no wrongful act of the receiving party; (c) was independently developed by the receiving party without reference to the Confidential Information; or (d) was lawfully disclosed to the receiving party by a third party under no obligation of confidentiality to the other party.

24. Assignment. This Agreement shall not be transferred or assigned by Reseller, in whole or in part, nor shall Reseller delegate or sublicense any of its rights or obligations hereunder without the prior written consent of Jabra. Any change in ownership of Reseller whether through the sale of its stock, a merger, reorganization, or sale of its assets, in a single transaction or a series of related transactions, shall be deemed a transfer entitling Jabra to terminate this Agreement without notice.

25. 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 any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Agreement. If any provision (or part thereof) of this Agreement shall be deemed invalid or unenforceable, the remainder of the provisions of this Agreement shall continue in full force and effect to the maximum extent consistent with the intent of the parties.

26. Remedies. Because the damages associated with any breach of this Agreement would be difficult, if not impossible to ascertain, Jabra shall have the right to seek immediate injunctive relief (including but not limited to a temporary restraining order, preliminary and/or permanent injunctive relief) against Reseller for any such breach without having to provide notice to Reseller or to post a bond. Jabra's right to injunctive relief shall be in addition to and not in lieu of its right to obtain any other damages. Reseller hereby waives its right to an injunction to allow it to continue marketing, advertising, offering for sale, and/or selling Products and Services or to use the Licensed IP once this Agreement has been terminated for any reason. In the event of non-payment by Reseller, the Reseller shall be

responsible for Jabra's attorneys' fees and costs associated with any lawsuit or other action necessary to obtain full payment. Notwithstanding any statutory provision to the contrary, the Reseller must bring any alleged claims against Jabra arising under this Agreement or its termination within one hundred eighty (180) days of the claim arising or any such claim shall be waived.

27. Non-Waiver & Ineffectiveness Clause. The failure by Jabra to enforce any term(s) or provision(s) of this Agreement shall not be interpreted as a waiver of Jabra's rights and Jabra shall be entitled to full performance of this Agreement by Reseller without deviation and without regard to Jabra's actions. Should a provision in this Agreement be or become ineffective, the effectiveness of all other terms shall not thereby be affected. Ineffective terms shall be replaced by legally valid provisions, which best reflect the requisite commercial intent of the parties.

28. Captions. Titles or captions contained in this Agreement are inserted only for convenient reference, and in no way define, limit, or describe the scope or intent of this Agreement or any provision hereof.

29. Independent Entities; No Franchise Relationship. Nothing contained herein shall affect, modify, or change the fact that Jabra and Reseller are separate legal entities and are not representatives or agents of each other. Reseller specifically acknowledges that this Agreement does not create any agency or franchise relationship and that no direct or indirect fee has been paid by Reseller in connection with the establishment of this buyer/seller relationship. This Agreement does not create a joint venture, partnership and/or agency relationship. Jabra shall bear no responsibility, directly or indirectly, for the Retail Locations or for the transactions made through said Retail Locations.

30. Release and Limitations on Future Claims. In consideration of the mutual execution of this Agreement, the Reseller agrees to hereby release Jabra from all manner of action and actions, cause and causes of action, suits, contracts, controversies, damages, claims and demands whatsoever, known or unknown, in law or in equity, whether under laws and regulations of federal, state or municipal governments, under the common law or otherwise, which Reseller or its respective successors or assigns ever had, now have or which they or any of them hereafter can, shall or may have against Jabra by reason of any matter, cause or thing whatsoever from the beginning of time until the Effective Date hereof.

31. 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 survive the expiration and termination of this Agreement; 2, 3, 4, 5, 6, 7, 10, 11, 12, 17, 21, 22, and 23.

32. Notices. Notices under this Agreement shall be in writing and shall be deemed given on the day of any confirmed telecopy transmission or three (3) days after mailing. Notices to Reseller and Jabra shall be sent to the respective addresses first listed atop this Agreement or on the Portal unless a subsequent address is designated in writing by Reseller or Jabra. Reseller expressly acknowledges and agrees that Jabra may provide any notice to Reseller hereunder by posting such notice on the Portal and any such notice posted on the Portal shall be deemed to be in writing and given on the date it is posted. All notices to Jabra shall be sent to the attention of its General Counsel.

33. 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.

34. Force Majeure. Neither Jabra nor Reseller shall be held liable or in default for failure of performance for any cause beyond their reasonable control such as, for example, acts of God, declared or undeclared war, fire, flood, interruption of transportation, embargo, insurrections, accident, explosion, governmental orders, regulations, restrictions, priorities or rationing, any strike, lockout or other labor troubles interfering with the production or transportation of the Products or interference with the supply of raw materials for production of the Products. If the force majeure in question prevails for a continuous period in excess of three (3) months, either party shall be entitled to give notice in writing to the other party to terminate this Agreement, specifying the termination date, which must not be less than fifteen (15) days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, this Agreement shall terminate on the termination date set out in such notice.

35. ESG & Business Ethics. Reseller represents and warrants that the Reseller has not and will not directly or indirectly make any payment, offer to pay, or authorization to pay, including without limitation, any money, gift,



promise to give, or authorization of the giving, of anything of value or take any action to improperly influence public officials or politicians, business partners or other persons (including, without limitation, the immediate family of that official, politician, or business partner) by offering or attempting to offer bribes, kickbacks or similar activities. If Reseller becomes aware of any improper action, Reseller shall report this immediately to Jabra's legal department or to Jabra's whistle-blower hotline, which is available through [www.gn.com](http://www.gn.com). In addition, Reseller shall use commercially reasonable efforts to comply with applicable environmental, social and governance ("ESG") laws and regulations, shall respond diligently to Jabra's reasonable requests for information regarding ESG matters, and in the event that any ESG incident relating to Reseller's business and/or operations occurs, shall proactively inform Jabra as soon as practicable. Failure to act in accordance with the obligations herein may result in immediate termination of the Agreement by Jabra upon notice to Reseller. Notwithstanding the aforementioned, Jabra has the option to terminate the Agreement with immediate effect if it becomes aware of any improper action in violation of this clause.

36. Electronic Execution. In accordance with the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Section 7001 et seq. ("ESIGN"), the parties hereby agree to execute this Agreement using electronic means including the use of electronic signatures by the parties, which the parties agree shall have the full force and legal effect as if the electronic signatures were traditional hand-written signatures. The Reseller acknowledges that it has the ability to retain this Agreement either by printing or saving it. Electronic signature means any "electronic sound, symbol, or process attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record." 15 U.S.C. § 7006(5). The Reseller acknowledges that it has the ability to retain this Agreement either by printing or saving it. Each signatory agrees that he or she has been authorized and has the authority to enter into the Agreement with an electronic signature on behalf of the applicable party and intends to sign this Agreement by applying his or her electronic signature as indicated.

**SCHEDULE A**

**PRODUCTS**

For the current version of this Schedule A, please refer to the information provided on the Portal or other resources provided or made available by Jabra from time to time.