



DEALER AGREEMENT

This Dealer Agreement (“Agreement”) is made as of the Effective Date set forth on the signature page attached hereto by and between Polar Fox Technologies LLC, a Ohio corporation (“Polar Fox Technologies”), organized and existing under the laws of the State of Ohio, with an office at 1120 High Ave SW Canton, Ohio, U.S.A., and the dealer set forth on the signature page attached hereto (“Dealer”), and provides as follows:

WHEREAS, Polar Fox Technologies desires to sell its products through select dealers that offer excellent end user service;

WHEREAS, Dealer is an experienced seller of electric APU and other related components; and

WHEREAS, Polar Fox Technologies and the Dealer desire to enter into this Agreement whereby Dealer sells and/or Installs Polar Fox Technologies’ products to End Users.

NOW THEREFORE, in consideration of the premises and the mutual promises herein, and in consideration of the representations, warranties, and covenants herein contained, the parties, incorporating the recitals into the Agreement, hereby agree as follows:

1. Appointment as Non-exclusive Dealer.

1.1 Subject to the terms and conditions of this Agreement and subject to such implementing rules and instructions as Polar Fox Technologies may issue from time to time, Polar Fox Technologies hereby appoints Dealer as a non-exclusive dealer.

1.2 Polar Fox Technologies reserves the right to appoint other dealers within the same sales area at its own discretion.

2. Obligations of Dealer.

2.1 Dealer will energetically promote the sale and use of the Products. Without limitation to the generality of the foregoing, Dealer will:

2.1.1 Maintain adequate stock levels to meet anticipated Product demand;

2.1.2 Maintain an adequate business venue, together with an adequate storage facility for the Products;

2.1.3 Maintain a staff of competent sales personnel to solicit orders for the sale of Products and provide excellent end user service;

2.1.4 Act as a liaison between the end user and Polar Fox Technologies when special questions or concerns arise;

2.1.5 Train end users in the safe operation of the Products;

2.1.6 Arrange for and ensure the prompt and efficient warranty replacement or repair under the Terms and Conditions (as defined in Section 4.1 below), subject to the liabilities of Polar Fox Technologies under its product warranty of all Products sold by Dealer or, in the case of US Dealers, instruct end users to contact Polar Fox Technologies directly;

2.1.7 Abide by such reasonable rules and instructions as Polar Fox Technologies may promulgate; and,

2.1.8 Comply with all applicable laws and regulations unless such compliance



would be contrary to, or cause Polar Fox Technologies to incur financial detriment under the laws of the United States; and comply, without limitation, with any requirements for the registration or recording of this Agreement with local governmental entities.

2.2 All of the expenses incurred by Dealer relating to the sale of the Products and the provision of related services will be borne by Dealer except as otherwise expressly provided herein or agreed to in writing by Polar Fox Technologies.

2.3 Dealer is responsible for the payment of all costs and expenses, including shipping, handling, insurance, brokerage fees, taxes, customs, and other governmental charges incurred or imposed after passage of title as specified in the Terms and Conditions of Sale.

2.4 Dealer may not, without the consent of Polar Fox Technologies, reverse engineer, disassemble, modify or redesign any Product or component part thereof, or use any Product for any purpose other than that for which it is intended, or integrate any Product or component part thereof with any other equipment. Any such actions will render any Product warranties provided by Polar Fox Technologies null and void.

2.5 Dealer must maintain acceptable end user assistance and problem resolution to the end users of the Products.

2.6 Dealer agrees that without the prior written permission of Polar Fox Technologies, Dealer may sell the Products only to end-user customers and not to other retailers for the intent of resale.

2.7 Dealer agrees that without the prior written consent of Polar Fox Technologies, Dealer may not sell the Products through third-party or auction sales, including but not limited to those via Internet venues such as eBay or Amazon.com.

3. Promotional Information.

3.1 Polar Fox Technologies will, at Polar Fox Technologies' expense, furnish Dealer with such quantities as is determined by Polar Fox Technologies to be reasonable, of standard information and marketing literature in the English language relating to the Products. Upon the request of Polar Fox Technologies, Dealer will, in a timely manner, return all manuals, product information letters, and similar material provided to Dealer by Polar Fox Technologies. Polar Fox Technologies reserves the right to review and approve any promotional materials regarding the Products developed by Dealer prior to their use.

3.2 Polar Fox Technologies may, at its sole discretion, list Authorized Polar Fox Technologies Dealers on its website and other forums in whatever way it is deemed most useful to the end users of the Products.

4. Orders; Minimum Purchases.

4.1 All orders are subject to Polar Fox Technologies' standard terms and conditions of sale in effect at the time the applicable order is accepted by Polar Fox Technologies, a copy of which can be obtained from Polar Fox Technologies' customer service ("Terms and Conditions")



4.1 (cont'd) By placing an order, Dealer will be deemed to have accepted the Terms and Conditions with respect to such order. All orders will be accepted or rejected by Polar Fox Technologies in accordance with the Terms and Conditions.

4.2 The minimum initial order for the Dealer is **Ten Thousand US Dollars** (US \$10,000.00). If you are an existing Dealer and have already placed orders with Polar Fox Technologies, this does not apply. Polar Fox Technologies may from time to time include minimum reorder fees and minimum annual purchase amounts by written notification to Dealer.

5. Dealer Prices and Public Prices.

5.1 Polar Fox Technologies' prices to Dealer for Products are shared with Dealers annually. Such prices may be amended from time to time by Polar Fox Technologies, at its sole discretion and Dealer will be notified of changes. In addition, Polar Fox Technologies reserves the right, without notice and without liability to Customer, to add to or eliminate Products offered for sale or to change the design or specifications for products.

5.2 Dealer must adhere to Polar Fox Technologies' posted pricing strategy at all times.

5.3 Polar Fox Technologies' obligations to sell and deliver the Products is subject in all respects to such United States laws and regulations as will from time to time govern the sale and delivery of goods abroad by persons subject to the jurisdiction of the United States. Dealer agrees that it will not directly or indirectly export, re-export, or transship any Products, even though otherwise permitted by this Agreement or by subsequent authorization from Polar Fox Technologies, except as is permitted by United States laws and regulations in effect from time to time. When requested by Polar Fox Technologies, Dealer will give written certification of its compliance with this paragraph.

6. Confidentiality.

6.1 Polar Fox Technologies' Dealer prices, and all data, information, technology, and trade secrets (including, without limitation, the identity of Polar Fox Technologies' dealers and customers and prospective dealers and customers and their requirements, Polar Fox Technologies' methods of doing business, Polar Fox Technologies' proprietary technical documentation, and all information relating to the Products and Polar Fox Technologies' operations) are deemed to be "Confidential Information".

Any Confidential Information that is disclosed to Dealer, or otherwise acquired or learned by Dealer, will be treated as proprietary and confidential and will, at all times, be and remain the exclusive property of Polar Fox Technologies. Neither Dealer nor any of its officers, directors, employees, or agents may (i) disclose any Confidential Information to any person, firm, or corporation except with Polar Fox Technologies' prior written consent; or (ii) use any Confidential Information except as necessary to fulfill its obligations hereunder. The foregoing does not apply to Confidential Information which is in, or enters, the public domain otherwise than by reason of a breach of this Agreement.



6.2 Dealer may disclose Confidential Information to its directors, officers, employees, and agents who have a need to know such Confidential Information, provided that each such person (or entity) is subject to a non-disclosure agreement with provisions at least as restrictive as those set forth in this Section 6.

6.3 Dealer's obligations under this Section 6 will survive the expiration or termination of this Agreement, and will continue until such time as the Confidential Information enters the public domain, other than by reason of a breach of this Agreement. Dealer acknowledges that a breach of this Section 6 shall cause Polar Fox Technologies irreparable harm not fully compensable by money damages and that, upon such a breach, Polar Fox Technologies shall be entitled to immediate injunctive relief, without the requirement of posting bond, in addition to all other remedies available under this Agreement, at law or in equity.

6.4 Upon the expiration or termination of this Agreement, Dealer will promptly deliver to Polar Fox Technologies all sales literature then in its possession and all written materials which contain Confidential Information, without retaining copies thereof.

7. Relationship of Parties: Indemnification.

7.1 The relationship between the parties established by this Agreement is that of independent contractors in which Polar Fox Technologies is vendor and Dealer is vendee of the Products.

7.2 Dealer is not an agent or employee of Polar Fox Technologies, and accordingly has no right or authority to enter into any contracts in the name of or for the account of Polar Fox Technologies, nor to assume or create any obligation or liability of any kind, express or implied, on behalf of Polar Fox Technologies.

7.3 Subject to the rights granted to and the obligations undertaken by it pursuant to this Agreement, Dealer will conduct its business at its own initiative, responsibility, and expense. Dealer will indemnify and hold Polar Fox Technologies, and Polar Fox Technologies' officers, directors, and employees harmless against any and all claims, losses, costs, expenses, liabilities, and damages arising directly or indirectly from, as a result of, or in connection with Dealer's operations pursuant to this Agreement, as well as Polar Fox Technologies' costs, including attorneys' fees, in defending against them.

8. Trademarks and Trade Name.

8.1 Unless otherwise agreed upon by the parties in writing, Dealer will clearly identify the Products as products of Polar Fox Technologies and will sell, market, promote, advertise, and describe the Products under Polar Fox Technologies' trademarks, trade names, model numbers, and other designations and terminology as set forth in Section 8.1.1. Dealer will not use the Trademarks except as set forth herein and in connection with the sale and marketing of the Products.

Polar Fox Technologies hereby grants to Dealer a revocable, non-exclusive, non-assignable, royalty-free license to use the Trademarks in the sales area in the form and format provided by Polar Fox Technologies solely for the purpose of marketing and selling the Products.



8.1 (cont'd) Any unauthorized use of the Trademarks by Dealer will constitute an infringement of Polar Fox Technologies' rights and a material breach of this Agreement.

8.2 Polar Fox Technologies will take such steps as it may deem necessary or desirable, at its sole discretion, to register and protect the Trademarks in the sales area. Dealer will fully cooperate with and assist Polar Fox Technologies in registering the Trademarks in sales area if Polar Fox Technologies has not already done this, and (if required under the applicable law) in registering as an authorized user of the Trademarks with any governmental agency that Polar Fox Technologies deems appropriate and necessary and in cancelling such registration upon demand by Polar Fox Technologies or upon termination or expiration of the Distribution Agreement. Dealer shall not attempt to register the Trademarks.

8.3 Polar Fox Technologies makes no representations or warranties of non-infringement with respect to the Trademarks in the local sales area. In the event of any infringement of or challenge to any of the Trademarks in the local sales area, Dealer will immediately notify Polar Fox Technologies. In no event will Dealer take any action with respect to such infringement or challenge without Polar Fox Technologies' prior written consent. The parties agree that Polar Fox Technologies will have the right, but not the obligation, at any time to initiate or assume control of the prosecution of any infringement of, or defense of any challenge to, any of the Trademarks. If any action or proceeding to terminate any infringement or defend any challenge to the Trademarks in Dealer's sales area is initiated or assumed by Polar Fox Technologies, Dealer will cooperate with and assist Polar Fox Technologies in the commencement, prosecution and resolution of such action and, in furtherance thereof, Dealer will execute any documents deemed necessary by Polar Fox Technologies. Dealer hereby waives, releases and holds harmless Polar Fox Technologies from any liability or obligation whatsoever with respect to any infringement or alleged infringement by Dealer of intellectual property rights of third parties in connection with or as a result of the use of the Trademarks.

8.4 Any and all goodwill arising from Dealer's use of the Trademarks will inure solely and exclusively to Polar Fox Technologies' benefit. Upon any termination of this Agreement, the license granted in this Section 8 shall terminate immediately, and Dealer shall cease all use of the Trademarks immediately.

9. Rights to Inventions and Patent Rights.

9.1 Dealer will not be deemed by anything contained in this Agreement, or done pursuant to it, to acquire any right or title to, or interest in, any patent, now or hereafter covering, or applicable to any Product, nor in or to any invention or improvement now or hereafter embodied in any Product, whether or not such invention or improvement is patentable under the laws of any country.

9.2 Polar Fox Technologies has the option to prosecute any patent infringement claims and Dealer will cooperate with and render assistance to Polar Fox Technologies in such prosecution. Dealer will promptly notify Polar Fox Technologies in writing of any formal or informal notice to it or institution of any proceeding against it charging patent infringement.

9.2 (cont'd) If any patent infringement claim is made against Dealer charging that Dealer's use of the Product infringes any patent, Polar Fox Technologies, at its sole option, in order to mitigate any damages which might thereafter accrue both to Polar Fox Technologies and Dealer, may instruct Dealer to discontinue selling the Product in question until such time as the dispute is settled or may defend the patent infringement claim, in which case Dealer will cooperate and render assistance to Polar Fox Technologies on such defense. If Dealer fails to comply promptly with said instructions of Polar Fox Technologies, Polar Fox Technologies will be discharged from any obligations or liabilities accruing thereafter.

10. Force Majeure. Notwithstanding any provision contained herein to the contrary, neither Polar Fox Technologies nor Dealer is liable or responsible for delay in performance or for nonperformance during any period in which such performance is prevented or hindered by any cause beyond Polar Fox Technologies' or Dealer's reasonable control, including, but not limited to, fire, flood, war or act of war, embargo, labor difficulties, interruption of transportation, accident, explosion, riot or civil commotion, or other act of nature or other cause beyond their control. In the event force majeure conditions prevent the performance of either party for a period greater than ninety (90) calendar days, either party may terminate this Agreement by written notice to the other.

11. Term and Termination.

11.1 This Agreement is effective as of the Effective Date and will remain in effect, unless earlier terminated in accordance with the provisions of this Section 11, until the end of the calendar year (i.e. December 31) ("Initial Term"). This Agreement will automatically renew for an additional one (1) year term (a "Renewal Term") unless either party notifies the other party in writing at least fifteen (15) calendar days of prior to the end of the Initial Term or any Renewal Term.

11.2 This Agreement may be terminated by either party immediately upon written notice to the other party, upon the occurrence of any of the following events:

11.2.1 The filing of any voluntary petition in bankruptcy or for corporate reorganization or for any similar relief by the other party; the filing of any involuntary petition in bankruptcy or its equivalent against the other party, not dismissed within sixty (60) calendar days from the filing thereof; the appointment of a receiver or the equivalent for the other party or for the property of the other party by any court of competent jurisdiction, which receiver has not been dismissed within sixty (60) calendar days from the date of such appointment; the inability admitted by the other party in writing to meet its debts as they mature; or occurrences similar to any of the foregoing under the laws of any jurisdiction, irrespective of whether such occurrences are voluntary or involuntary or whether they are by operation of law or otherwise; or

11.2.2 The *de jure* or *de facto* nationalization or expropriation by civil or military governmental action (whether or not with jurisdiction) of the other party.

11.3 This Agreement may be unilaterally terminated by Polar Fox Technologies, effective upon delivery of notice to the Dealer upon any breach by Dealer of the provisions of the Terms and Conditions and/or Sections 2.5, 6, 8 and/or 9 of this Agreement.

11.4 Without limiting Section 11.3, upon the breach of any obligation under this Agreement by the other party, the aggrieved party may give to the defaulting party notice of such breach, which notice will specify the exact nature of the breach and will expressly state the aggrieved party's intention to terminate this Agreement in the event the breach is not remedied within thirty (30) days after the receipt of such notice, and if after the expiration of such period, the defaulting party has failed or refuses to remedy such breach, and to pay the damages caused thereby, this Agreement may be terminated forthwith, effective upon dispatch of notice by the aggrieved party to the defaulting party.

12. Effect of Termination.

12.1 Neither party possesses nor will be deemed to possess any right of property in or incident to this Agreement, and the parties agree that any termination of this Agreement according to the formalities specified herein will not constitute an unfair or abusive termination or create any liability not set forth in this Agreement of the terminating party to the terminated party. Unless expressly set forth herein, upon termination of this Agreement in any manner, neither party is liable to the other, either for compensation or for damages of any kind, whether on account of the loss by Polar Fox Technologies or Dealer of present or prospective profits on present sales or prospective sales, investments or goodwill, and the parties hereby waive any rights which may be granted to them by sovereign entities or political subdivisions in the local sales area which are not granted to them by this Agreement.

12.2 Notwithstanding anything to the contrary in this Agreement, no termination of this Agreement by either party will affect any rights or obligations of either party which are (i) vested pursuant to this Agreement as of the effective date hereof, or (ii) intended by the parties to survive such expiration or termination.

12.3 The right of either party to terminate is not an exclusive remedy, and either party is entitled alternatively or cumulatively to damages for breach of this Agreement, to an order requiring performance of the obligations of this Agreement, or to any other remedy available under applicable law.

12.4 Upon expiration or termination of this Agreement, Dealer will deliver to Polar Fox Technologies all materials protected under Section 6.

12.5 Dealer grants Polar Fox Technologies an option, upon expiration or termination of this Agreement, to purchase part or all of any inventory of Products held by Dealer at the time it receives notice of the exercise of such option. Such option will be exercised by notice delivered in accordance with Section 14 given at any time prior to or within ten (10) calendar days after such expiration or termination. The price will be the lesser of: (i) fair market value at wholesale in the sales area at the time, or (ii) Dealer's cost for such Products. Dealer agrees to afford Polar Fox Technologies' representatives access to its inventory of Products for inspection prior to the exercise of the option and further agrees not to sell part or all of its inventory of Products other than by sales to its usual end users at usual prices in the ordinary course of business until Polar Fox Technologies' option has been exercised or expires.

13. Assignability. The rights granted to Dealer under this Agreement are not assignable without the prior, written consent of Polar Fox Technologies. Any attempted assignment without the consent of Polar Fox Technologies is void *ab initio*. Polar Fox Technologies may assign its rights and obligations under this Agreement without the prior written consent of Dealer.



14. Language; Notices and Other Communications. The English language version of this Agreement is controlling in case of any inconsistency between such version and any translation thereof. Any notice, request, consent, demand, or other communication given or required to be given hereunder is effective when sent if made in writing, in English, and sent by electronic mail or facsimile with a confirmation copy sent by overnight carrier to the respective addresses of the parties as follows:

To Polar Fox Technologies:
Polar Fox Technologies, LLC
1120 High Ave SW
Canton, Ohio 44707, U.S.A.

Phone: (330)573-5396

E-mail: info@polarfoxapu.com

To Dealer: See address on **signature page** attached hereto.

15. No Waiver of Rights. Failure at any time to require the other party's performance of any obligation under this Agreement does not affect the right to require performance of that obligation. Any waiver of any breach of any provision of this Agreement will not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver or modification of the provision itself, or a waiver or modification of any right under this Agreement.

16. Dispute Resolution. Except for disputes arising out or related to of intellectual property, any claim or dispute arising out of, or related to, this Agreement, or the making, performance, or interpretation thereof, will be finally settled by arbitration in accordance with the rules of the International Chamber of Commerce. The award of the arbitrator shall be the sole and exclusive remedy of the parties regarding any claims, counterclaims, issues, or accountings presented or pledged to the arbitrator. The fees, costs, and expenses of the substantially prevailing party will be borne by the non-prevailing party. All disputes arising out of or related to intellectual property shall be heard in the state or federal courts located in Richmond, Virginia, USA, and the parties hereby irrevocably consent to the jurisdiction of such courts for the resolution of such intellectual property disputes.

17. Counterparts. This Agreement may be executed in any number of counterparts and each counterpart constitutes an original instrument, but all such separate counterparts constitute only one and the same instrument.

18. Severability. Should any part of this Agreement be invalid, such invalidity will not affect the validity of any remaining portion which will remain in force and effect as if this Agreement had been executed with the invalid portion eliminated. It is the intent of the parties hereto that they would have executed the remaining portion of this Agreement without including such invalid portion.

19. Law to Govern. This Agreement is governed by and construed in accordance with the laws of Ohio, United States of America. The parties hereby expressly disclaim the operation of the United Nations Convention on the International Sale of Goods.

20. Headings. The Section headings contained in this Agreement are for reference purposes only and have no effect in any way the meaning or interpretation of this Agreement.

21. Written Agreement to Govern. This Agreement sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party is bound by any definition, condition, representation, warranty, covenant, or provision other than as expressly stated in this Agreement or as subsequently set forth in writing and executed by a duly authorized officer of each party.

[SIGNATURES ARE ON THE FOLLOWING PAGE]



DEALER AGREEMENT SIGNATURE PAGE

Dealer's authorized representative: please indicate the Dealer's agreement to all of the aforementioned Terms by:

- *initialing each page (1 through 8) of the Dealer Agreement. Agreement is not valid unless physically initialed.*
- *signing as indicated on the signature page (page 9). Agreement is not valid unless physically signed.*

Authorized Distributors: sign and return Schedule 1 along with this Dealer Agreement. Also, See Table 1 in Schedule 1 Addendum – Pricing Guidelines for details.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Reseller signature (Dealer or Distributor):

Company: _____, a company organized under the laws of _____ (State or Country)

Signed by: _____ (Reseller Representative)

Print Name: _____

Its _____ (Representative Title)

Date: ____/____/20____ (mm/dd/yy)

Mailing Address of Dealer (for written notice purposes):

Polar Fox Technologies, Inc. signature:

By: _____ (Polar Fox Technologies representative) Its _____ (Representative Title)

Date: ____/____/20____ (mm/dd/yy)