

MASTER RESELLER-PARTNER AGREEMENT

THIS MASTER RESELLER AGREEMENT, (this “Agreement”) is effective as of **DATE** (the “Effective Date”), and is made and entered into by and between **LEGAL RESELLER-PARTNER NAME** (“SOS”) (Reseller), a company organized and existing under the laws of **COUNTRY OR STATE-COUNTRY**, with its principal offices located at **ADDRESS** (“Reseller”) and Trackable IoT™ (Trackable™), a company organized and existing under the laws of the State of Florida and the Country of the United States, with its principal offices at 1680 Fruitville Road, #512, Sarasota, FL 34236.

PURPOSE

The purpose of this Agreement is to document the understanding between Trackable IoT™ and Reseller with respect to Reseller representation of Trackable:

- Trackable IoT™ sale of Software, Hardware, Tags and Services to Reseller for resale to Customers, and, licensing of Software to Reseller for licensed distribution to Customers;
- Trackable Solutions provision of Services, as a subcontractor to Reseller, on Customer-specific engagements.

1.0 DEFINITIONS

All of the capitalized terms used in this Agreement will have the meaning ascribed to them in this Section 1.0 or elsewhere in this Agreement, unless otherwise expressly stated.

1.1 “Alteration” means any modification to, including a change to the code, physical, mechanical, or electrical arrangement of, a Product, whether or not additional devices or parts are required.

1.2 “Customer” means the person or entity that first places a Product in productive use as an end user for its own internal use and does not resell or distribute the Product.

1.3 “Identified Customer” means a Customer first brought to Trackable Solutions by Reseller with an agreed business plan and which the Reseller is actively pursuing.

1.4 “Documentation” means information in any form intended by Trackable Solutions to be used by Customers pertaining to a Product (e.g., user manuals, training materials).

1.5 “Hardware” means hardware and associated peripherals and accessories and features that Reseller acquire from Trackable Solutions.

1.6 “Trackable IoT™ Marks” means the logos, trademarks and service marks by which Trackable Solutions identifies the Products and its other goods and services, including without limitation “Trackable IoT™”, “Weapons Trackr™”, “File Trackr™”, “Asset Trackr™” and other marks.

1.7 “Trackable IoT™ Product Specifications” means Trackable IoT™ official published specifications for Products when Reseller acquires them and the Documentation which Trackable IoT™ includes with Products delivered to Reseller.

1.8 “Products” means Hardware, Software, and Supplies.

1.9 “Services” consist of activities, including professional and installation services, to be performed by Trackable IoT™ as a subcontractor to Reseller for an identified Customer pursuant to a Statement of Work on a project-by-project basis.

1.10 “Software” means computer programs (in object code form only) that Reseller license from Trackable IoT™.

2.0 APPOINTMENT AND SCOPE

2.1 Products, Markets, and Territory – Subject to the terms of this Agreement and only during the term of this Agreement (unless this Agreement is terminated earlier as provided for herein), Trackable IoT™ appoints Reseller a Reseller of the Products, and as such, grants Reseller the right to purchase Product for resale, as well as distribute the Software, to Customers and Customer installations located within **RESELLER’S MARKET** and within the worldwide market where supported by Trackable IoT™ and within the context and any limitations associated with other Reseller Agreement(s) that Trackable IoT™ may have in such countries and areas outside of the **RESELLER’S MARKET**. Notwithstanding anything to the contrary in this Agreement and unless Trackable IoT™ otherwise expressly agrees in writing, including in any other agreement that is executed between the Reseller or any of Reseller affiliates worldwide and Trackable IoT™ or any of its affiliates worldwide, Reseller will not use any Products, Documentation, or Trackable IoT™ Confidential Information (whether in whole or in part) to facilitate, assist or otherwise engage in (either directly or indirectly) in the licensing, sale, development, modification, servicing and/or marketing of equipment, software, technology, services and/or documentation that are competitive to any of Trackable IoT™ product or service offerings, including, without limitation, any Products or Support Services.

2.3 Non-exclusive —Reseller’s rights under this Agreement are non-exclusive. Trackable IoT™ may itself sell or license the Products, Services and/or Support Services in the same markets and Territory as Reseller, EXCEPT THAT, in respect of Products only, provided that Reseller is complying with all of its obligations under this Agreement, and unless otherwise agreed by the parties in advance in writing, Trackable IoT™ will not, whilst this Agreement is in force, directly solicit Products opportunities that are defined as Reseller’s opportunities to Identified Customers which Reseller is actively pursuing. See Addendum 1 herein. If an Identified Customer approaches to directly buy from Trackable IoT™, Trackable IoT™ will notify Reseller to provide Reseller with an opportunity to remedy the issues of the Identified Customer and will respond to customer’s needs in support of and on behalf of Reseller.

Trackable IoT™ has multiple paths to market. Should the Reseller bring to Trackable IoT™ an opportunity that has already been identified by Trackable IoT™ or an agent of Trackable IoT™, Trackable IoT™ shall notify Reseller of this situation, but Trackable Solutions will not provide any confidential information on the matter to Reseller. In this case, the target customer will not be considered an Identified Customer, and Trackable IoT™ reserves the right at its sole discretion to refuse to allow Reseller to promote Trackable IoT™ Product to any customer previously registered by a different Trackable IoT™ Reseller in the Territory.

As long as there is sustained and evidentiary efforts by the Reseller to promote Trackable IoT™ solutions and pursue business opportunities in RESELLER MARKET, then Trackable IoT™ will not establish any other Resellers in RESELLER MARKET. It is the intent of Trackable IoT™ to build a strategic relationship with RESELLER whereby RESELLER and Trackable IoT™ work exclusively together to maximize business opportunities in RESELLER MARKET through mutual efforts. However, any updating of this Reseller Agreement to an Exclusive versus Non-Exclusive status will require a single Contract of \$150,000.00+ or \$250,000.00 within an annual period of time, being received from RESELLER for a buying customer or customers in RESELLER MARKET, and, a reasonable business plan and efforts that enables RESELLER to maximize market opportunities in RESELLER MARKET.

Whilst this Agreement defines the Reseller relationship as Non-Exclusive, Trackable IoT™ will protect Reseller's interests through a Prospect Registration System. The Prospect Registration System functions as follows: RESELLER is registered within Trackable IoT's™ CRM system and each prospect brought forth by RESELLER will be entered as a 'child / dependent' business entity, meaning that the account is registered for sole pursuit by RESELLER and not by any other entity. Account protection extends for one (1) year from registration or for however long there is continuing and reliable activity and opportunity with the account. See Addendum 1.

3.0 Compliance with Laws

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3.1.1 Government approvals — Reseller will at its expense obtain any and all import licenses and local governmental approvals that may be necessary to permit Trackable IoT™ to sell and operate its Hardware and Software hereunder; comply with all registration requirements in the Territory; obtain such approvals from governmental authorities of the Territory as may be necessary to guarantee payment of all amounts due hereunder to Trackable IoT™ in U.S. dollars or otherwise agreed currency; and comply with any and all governmental laws, regulations, and orders that may be applicable to Reseller by reason of Reseller's execution of this Agreement, including: (i) any requirement to be registered as an independent Reseller of Trackable IoT™ Products with governmental authority, and (ii) any and all laws, regulations, or orders that govern or affect the ordering, export, shipment, import, sale (including government procurement), leasing, delivery, redelivery and operation of Products in the Territory. Reseller will furnish Trackable IoT™ with such documentation as Trackable IoT™ may reasonably request to confirm Reseller's compliance with this Section. Trackable Solutions will reasonably cooperate with and assist Reseller in complying with this Section. In the situation that Trackable IoT™ has already certified in a region, Trackable IoT™ will make available to Reseller all information about those certifications.

3.1.2 Notice to Trackable Solutions — During the term of this Agreement, Reseller will notify Trackable IoT™ immediately upon becoming aware of the existence and content of any regulation, directive or law in the Territory that conflicts with any provision of this Agreement.

3.1.3 U.S. Export Controls — Reseller warrants and represents to Trackable IoT™ that it is familiar with and will take all actions and execute all documents necessary to be in compliance with all South Africa laws, rules, and regulations in effect from time to time applicable to the export of Products and technology from Trackable IoT™ to Reseller, and to the export of such Products and technology to any location outside the Territory, or from one country to another country in the Territory.

3.1.4 U.S. Foreign Corrupt Practices Act — Trackable IoT™ complies with the U.S. Foreign Corrupt Practices Act, 15 U.S.C. Section 78 *et seq.* In particular, Trackable IoT™ does not desire and will not request any service or action by Reseller that would or might constitute a violation of the Foreign Corrupt Practices Act.

3.2 Indemnity — Reseller will indemnify and hold harmless Trackable IoT™ and its subsidiaries, as well as Trackable IoT™ and its subsidiaries' respective officers, directors, employees, agents, successors, subcontractors, suppliers and assigns, (collectively and individually, the "Indemnified Parties") against any and all claims, losses, damages, or expenses of whatever form or nature, including attorneys' fees and other costs of legal defense, whether direct or indirect, that any one or more of the Indemnified Parties may sustain or incur as a result of any wrongful acts or omissions by Reseller, Reseller's subsidiaries or any of Reseller's or Reseller's subsidiaries' directors, officers, employees, agents, successors or assigns, (collectively and individually, the "Indemnifying Parties"), including, but not limited to Reseller's: (i) breach of any of the provisions of this Agreement; (ii) negligence or other tortious conduct; (iii) representations or statements about Trackable IoT™ and/or any of its product or services (including Products or Services) not specifically authorized by Trackable IoT™ herein or otherwise in writing; (iv) Alteration of a Product; and/or (v) violation of any applicable law, regulation, or order.

4.0 PRICING, INVOICE, PAYMENT, TAXES, AND TITLE

4.1 Product Prices — Product prices are Trackable IoT™ Reseller's RESELLER NET price for the relevant country in the Territory in effect on the date of order and/or based on quotations and proposals provided to Reseller by Trackable IoT™. Reseller is authorized to add profit in the amount that the Reseller deems appropriate in establishing end customer pricing.

4.2 Title; Risk of Loss — Unless otherwise stated in an Order, title to Hardware, as well as risk of loss and damage to Products, passes to Reseller and delivery occurs when Trackable IoT™ has tendered the Products to the shipping agent.

4.3 Taxes, Duties Insurance and Shipping Charges — Product, Support Service and Service prices exclude all applicable taxes (including, but not limited to, sales, use, value-added and ad valorem taxes, tariffs, and assessments after audit) and duties. Reseller is responsible for payment of all applicable taxes associated with its purchases. If Reseller qualifies for tax exemptions, Reseller must provide Trackable Solutions with appropriate exemption documentation applicable to the tax authority within the Territory. Except where Trackable IoT™ specifically advises Reseller in writing that Trackable IoT's™ price includes shipping and insurance charges, Reseller will reimburse Trackable IoT™ for all such charges.

5.0 CONDITIONS ON THE RESALE OF PRODUCTS

5.1 No Alterations — Reseller may not make any Alteration to a Trackable IoT™ Product without obtaining prior written authorization from Trackable IoT™.

5.2 Provision of Documentation — Reseller agrees to provide each of its Customers with serial numbers, if any, of the Products furnished, and any other materials Trackable IoT™ may include with the Products. Reseller, upon Trackable IoT™ request, will provide to Trackable IoT™ a list of serial numbers of products sent to end customers.

5.3 Disclaimers — Reseller agrees to make no warranty of any kind to Reseller’s Customers on behalf of Trackable IoT™ without the prior written consent of Trackable IoT™.

5.4 Data — Reseller and Reseller Customers are responsible for determining privacy laws, regulations or duties that apply to the usage of Products to collect, store and handle data, including but not limited to compliance with privacy laws, ensuring data security and provisioning for adequate backup procedures. Reseller warrants that Trackable IoT™ will have no liability to Reseller or any other person, including any Customers, arising from violations of privacy laws, regulations or duties.

6.0 LICENSE TO USE AND DISTRIBUTE SOFTWARE AND DOCUMENTATION

6.1 Appropriate Use — During the term of this Agreement, (unless this Agreement is terminated earlier as provided for herein), Trackable IoT™ grants Reseller a non-transferable and non-exclusive license to use the Software solely for use with Trackable IoT™ product. Reseller is not authorized to sell or use the Software for any other purposes.

6.2 No Additional Warranties — Under no circumstances will Reseller make any warranties, representations or other obligations for Trackable IoT™ Products or Services in any agreements with Customers unless defined in proposals or contracts accepted by Trackable IoT™, without written consent of Trackable IoT™.

6.3 No Code Copy — Reseller may use and distribute the Software (only as permitted in this Section 6.0) in object code form only. Reseller will not sell, copy, transfer, use, loan, embed, modify, create derivative works of, disclose, sublicense or distribute Software or Documentation, in whole or in part, other than as expressly allowed under this Section 6.0. Reseller will retain and reproduce all copyright notices and proprietary legends on all copies of Software and Documentation. Reseller will not take any steps, such as reverse assembly or reverse compilation, to derive a complete or partial source code equivalent of any Software.

6.4 No Implied License Rights — All of Reseller’s license rights to Software are limited to those expressly set forth in this Section 6.0, and no license rights will be implied.

7.0 CONFIDENTIALITY

7.1 — Definition — Confidential Information is information considered sensitive to either Trackable IoT™ or Reseller. Confidential Information must be identified as confidential or be reasonable construed as confidential (such as prospective customers, business forecasts, pricing strategies, product roadmaps, etc.). Confidential Information does not include information that: (i) is or becomes public knowledge through no wrongful act of the receiving party; (ii) is already known to the receiving party; (iii) is rightfully obtained by the receiving party from any third party without similar restriction; (iv) is independently developed by or for the receiving party; (v) is approved for release by written authorization of the disclosing party; or (vi) is required to be disclosed pursuant to a lawful government agency or court order (provided, however, that the receiving party hereunder will provide the disclosing party prompt notice of, and the opportunity to contest, such order). Software in human-readable form (for example, source code) will be considered Trackable IoT™ or its licensors’ Confidential Information regardless of marking.

7.2 Obligations — Each party will use reasonable efforts to prevent the disclosure of the Confidential Information of the other party to any other person or entity. The receiving party may disclose

Confidential Information only to its employees or contractors with a legitimate need to know who agree in writing to confidentiality obligations consistent with this Section 7.2. All materials containing Confidential Information are and remain the discloser's property, and upon written request the recipient will promptly return or destroy all copies. Nothing in this Section 7.0 grants the receiving party a license to any of the disclosing party's patents or copyrights.

7.3 Duration — A party's obligations under this Section 7.0 will end three (3) years after the date of first disclosure.

8.0 LICENSE TO USE TRACKABLE IoT™ MARKS

8.1 License — During the term of this Agreement (unless this Agreement is terminated earlier as provided for herein), Trackable IoT™ grants Reseller a non-exclusive, nontransferable, limited license to use the Trackable IoT™ Marks only (i) in the Territory; (ii) to identify or promote the Products in the context of Reseller's sale or licensing thereof under this Agreement; and (iii) in accordance with Trackable IoT™ then-current policies or as Trackable IoT™ approves in advance in writing.

8.2 Limitations — Reseller agrees not to alter or remove any Trackable IoT™ Mark from a Product. Reseller will not use the Trackable IoT™ Marks as part of its corporate or other legal name unless approved in writing by Trackable IoT™. Reseller will not use the Trackable IoT™ Marks to incur any obligation or indebtedness on behalf of Trackable IoT™.

8.3 Trackable IoT™ ownership — Reseller acknowledges that Trackable IoT™ is the owner of all rights in the Trackable IoT™ Marks and that Reseller has no proprietary interest in any Trackable IoT™ Mark. Reseller agrees not to do anything inconsistent with Trackable IoT™ ownership of the Trackable IoT™ Marks, and Reseller acknowledge that all uses of the Trackable IoT™ Marks will inure to Trackable IoT™ benefit. Reseller further agrees to reasonably cooperate with and assist Trackable IoT™ in the protection of the Trackable IoT™ Marks and will inform Trackable IoT™ immediately of any infringement or other improper action that comes to Reseller's attention.

8.4 Third parties — Reseller agrees to respect the trademarks and service marks of Trackable IoT™ suppliers and licensors to a degree consistent with Reseller obligations with respect to Trackable IoT™ Marks under this Section 8.0.

9.0 WARRANTIES BY Trackable IoT™

9.1 Warranty — Trackable IoT™ warrants that: (i) except for Trackable IoT™ purchase money security interest (to the extent applicable local law recognizes the existence of a purchase money security interest), title to Hardware, Supplies and Software license will be clear at time of delivery; (ii) Hardware, Supplies and Software will be free from defects in material and workmanship; and (iii) Products will materially conform to published documentation delivered with them by Trackable IoT™. The warranty period for Hardware, Supplies, and Software is one year.

9.2 Remedies — If, during the applicable warranty period, a Product does not conform to its warranty and Reseller provides Trackable IoT™ with written notice of such nonconformance, Trackable IoT™ will either provide an RMA, and the Reseller will ship the product to Trackable IoT™, or Trackable IoT™ will remotely support Reseller and/or Reseller Customer with remedy of software. Upon receipt for the material at Trackable IoT™, the product will be tested to confirm non-conformance. Trackable IoT™ will, at its discretion, repair, replace or provide a credit for non-conforming Hardware, Supplies and Software.

Any refund or credit under this Section 9.2 will be calculated and based on the price Reseller paid Trackable IoT™. **THESE ARE RESELLER SOLE AND EXCLUSIVE WARRANTY REMEDIES.**

9.3 Other Company's Products — If Trackable IoT™ provides Reseller with Hardware, Software, or Supplies that bear the logo or copyright of another company with warranty and/or support terms from the other company, such other company's terms apply instead of those in this Agreement, and Trackable IoT™ provides warranty and support for those Products based on a duly signed contract between Reseller and Trackable IoT™ on a job-to-job basis. Upon Reseller's request, Trackable IoT™ will give Reseller a copy of the terms discussed in this Section 9.3 before Reseller orders such Products. Trackable IoT™ has no warranty obligation for third party Products beyond those defined in Trackable IoT™ proposals and quotations.

9.4 Disclaimer — EXCEPT FOR WARRANTIES SPECIFICALLY CONTAINED IN THIS SECTION 9.0 OF THIS AGREEMENT, Trackable IoT™ DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, IMPLIED WARRANTIES OF NON-INFRINGEMENT, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING. Trackable IoT™ DOES NOT WARRANT THAT ANY DELIVERABLES OR PRODUCTS WILL OPERATE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFICIENCIES, ERRORS, DEFECTS OR NONCONFORMITIES WILL BE CORRECTED. THE FAILURE OF PRODUCTS RESELLER ACQUIRE FROM THIRD PARTIES OR THEIR SUPPLIERS WILL NOT AFFECT RESELLER OBLIGATIONS TO Trackable IoT™.

9.5 Exclusive Remedies — Reseller's rights and remedies set forth in this Agreement are exclusive and in lieu of all other rights and remedies (except to the extent that applicable law prohibits agreements to disclaim warranties or limit liabilities).

10.0 TERM AND TERMINATION

10.1 Term – The term of this Agreement will commence on the Effective Date and will continue in force for one (1) year from such date ("the Term"). Thereafter, this Agreement will renew for additional (1) year period after a satisfactory annual review by the Distributor and Trackable IoT™. After the Term, either party may give written notice to the other party at least (30) days prior to expiry of the then current one-year term of its intent not to renew this Agreement.

10.2 Termination for material breach – If either party materially breaches this Agreement, the other party may terminate by giving at least thirty (30) days advance written notice of termination, specifically identifying the nature of the breach. The breaching party may avoid termination by curing the breach within this thirty (30) day period.

Effective immediately, a party may terminate this Agreement upon notice to the other party and without affording any opportunity to cure if such other party, (i) contrary to the terms of Section 15.2 of this Agreement, purports to transfer any right or obligation under this Agreement without prior written consent (such to include but not be limited to a change in control or ownership of a party), or (ii) after curing a breach as described above, commits the same or a similar breach again within one (1) year of the initial breach.

10.3 Immediate termination – On the occurrence of any of the following, this Agreement will automatically terminate unless the non-affected party elects to have any such contract continue:

10.3.1 the admission by either party in writing of its inability to pay its debts generally or the making of a general assignment for the benefit of creditors;

10.3.2 any affirmative act of insolvency by either party, or the filing by or against any party of any petition or action under any bankruptcy, reorganization, insolvency arrangement, liquidation, dissolution or moratorium law, or any other law or laws for the relief of, or relating to, debtors; or

10.3.3 the subjection of a material part of either party's property to any levy, seizure, assignment or sale for or by any creditor, third party or governmental agency.

10.4 Appropriate definitions will survive this Agreement's termination or expiration, will remain in effect until fulfilled, and will apply to each party's respective successors and assigns to the extent permitted herein.

12.0 LIMITATIONS ON LIABILITY

UNDER NO CIRCUMSTANCES WILL Trackable IoT™ OR ITS SUBSIDIARIES, INCLUDING Trackable IoT™ AND ITS SUBSIDIARIES' RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, SHAREHOLDERS, SUBCONTRACTORS OR LICENSORS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. UNDER NO CIRCUMSTANCES WILL Trackable IoT™ OR ITS SUBSIDIARIES', INCLUDING Trackable IoT™ AND ITS SUBSIDIARIES' RESPECTIVE OFFICERS', DIRECTORS', EMPLOYEES', AGENTS', SUCCESSORS', ASSIGNS', SHAREHOLDERS', SUBCONTRACTORS' OR LICENSORS', CUMULATIVE LIABILITY EXCEED THE AMOUNT RESELLER PAID Trackable IoT™ FOR THE APPLICABLE PRODUCT(S) IN CONTROVERSY.

13.0 GOVERNING LAW

13.1 This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, USA, without regard to conflicts-of-laws principles. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement. The parties consent to the exclusive jurisdiction of, and venue in, the state and federal courts in the State of Florida for dispute arising out of or related to this Agreement

13.2 Costs – Each party will bear its own attorney's fees. If court proceedings to stay litigation, the party who unsuccessfully opposes such proceedings will pay all associated costs, expenses and attorney's fees which are reasonably incurred by the other party.

13.3 Two Year Limitation; Discrepancies – Neither Reseller nor Trackable IoT™ may bring a claim or action regardless of form, arising out of or related to this Agreement, including any claim of fraud or misrepresentation, more than two (2) years after the delivery of any Products at issue, or more than two (2) years after cause of action accrues, whichever is later. Reseller agrees to bring any administrative discrepancies, including but not limited to, invoice errors, shipment discrepancies, and return variances, to Trackable IoT™ attention in writing within ninety (90) days from the date of the incident's occurrence. Reseller's failure to document an administrative discrepancy within this time period will result in the waiver of Reseller's right to dispute the incident at a future date.

13.4 Confidentiality – In order to facilitate the resolution of controversies or claims, Reseller and Trackable IoT™ will keep them confidential, including details regarding any negotiations and settlement terms.

14.0 NOTICES

All notices (including requests, consents or waivers) made under this Agreement will be in writing and delivered by electronic mail or other electronic means (in which case the recipient will provide acknowledgment within one (1) business day separately from any machine-generated automatic reply); or by prepaid means providing proof of delivery. Notices are effective upon receipt. The parties will send notices to the addresses set forth below. A party may change its notice of name/address by providing written notice to the other party as required by this Section 14.0.

To Trackable IoT™

Trackable IoT™
Attn: Eric Collins
1680 Fruitville Road, Suite 512
Sarasota, FL 34236
U.S.A.

To SOS Global Mexico

Reseller Name
Reseller Authorized Officer Name
Reseller Address
Reseller Address
Country

15.0 GENERAL

15.1 Independent contractors – Reseller and Trackable IoT™ are independent of one another. Nothing in this Agreement is intended to authorize either party as an agent, legal representative, joint venturer, franchisee, employee, or servant of the other for any purpose. Neither party will make any contract, agreement, warranty, or representation on behalf of the other party, or incur any debt or other obligation in the other party’s name, or act in any manner which has the effect of making that party the apparent agent of the other. Neither party will assume liability for, or be deemed liable as a result of, any such action by the other party. Neither party will be liable by reason of any act or omission of the other party in the conduct of its business or for any resulting claim or judgment.

15.2 Non-Waiver; Assignment – Failure to enforce any term of this Agreement is not a waiver of future enforcement of that or any other term. Reseller will not assign this Agreement, or its rights or obligations hereunder, without Trackable IoT™ prior express written consent.

15.3 Change in control – Reseller will promptly notify Trackable IoT™ of material changes in Reseller ownership.

15.4 Severability – Any provision of this Agreement held to be illegal, invalid, or unenforceable will be enforced to the maximum extent permissible. The remaining provisions of this Agreement will remain in full force and effect.

15.5 Force Majeure – Neither party is liable for failing to fulfill its obligations due to acts of God, civil or military authority, war, riots, strikes, fire, or other causes beyond its reasonable control.

15.6 Language – English.

15.7 Mutual Non-Disparagement -- Neither Trackable IoT™ or the Reseller shall make any oral or written statement about the other party which is intended or reasonably likely to disparage the other party, or otherwise degrade the other party's reputation in the business or legal community or in the Tracking and IoT industry and incorporating all of each's areas of business.

15.8 Counterparts; headings – This Agreement may be executed in two (2) counterparts, both of which will be deemed originals. The section headings in this Agreement are for convenience only and are not to be considered in its interpretation.

15.9 Entire Agreement; Amendment – This Agreement is the complete and exclusive statement of the agreement of Reseller and Trackable IoT™ about Reseller distribution of Trackable IoT™ Products, and supersedes all prior oral and written agreements, understandings, and communications about it. This Agreement may not be modified or amended except by a written document that references this Agreement and has been signed by authorized representatives. Unless Trackable IoT™ specifically agrees in writing, any preprinted language on Reseller order forms will not be a part of or amend this Agreement.

IN WITNESS WHEREOF, Trackable IoT™ and the Reseller have caused this instrument to be executed by their duly authorized representatives.

RESELLER

Officer Name

Officer Title

Date:

Signature:

Trackable IoT™

Eric Collins

CEO

Date

Signature:

Addendum 1: Prospect Registration Form

Date:

Name of Prospect:

Prospect website address:

Description of Project in Fullest:

Reseller Point of Contact (name, title, email address and mobile phone #):

Other Approved Reseller Points of Contact (name, title, email address and mobile phone #):