**QUARTZY, INC.**
**DISTRIBUTION AGREEMENT**

This Distribution Agreement (the "Agreement"), effective as of the date last signed by the parties (the "Effective Date"), is entered into by and between Quartzy, Inc., and the supplier identified on the signature lines hereto ("Supplier") (each a "Party" collectively the "Parties").

## 1. DEFINITIONS

1.1 "Affiliate" shall mean any entity which controls, is controlled by or is under common control with a Party, for so long as such control exists. For purposes of this definition, "control" means beneficial ownership of more than fifty percent (50%) of the shares of the subject entity entitled to vote in the election of directors (or, in the case of an entity that is not a corporation, the corresponding managing body).

1.2 "Customer" shall mean an end user customer that purchases the Product from Quartzy in accordance with the terms of this Agreement.

1.3 "Documentation" shall mean Supplier's user manuals, other user documentation, and marketing and sales documentation, provided by Supplier to Quartzy from time to time under this Agreement.

1.4 "Drop Ship" means Products provided through drop ship vendors pursuant to arrangements between Supplier and such vendors for the purpose of fulfilling Quartzy drop ship orders hereunder.

1.5 "Product" shall mean the Supplier product(s) identified on Exhibit A hereto.

1.6 "Territory" shall be as set forth on Exhibit A hereto.

## 2. MARKETING AND SALES

2.1 Appointment. Subject to the terms and conditions of this Agreement, Supplier hereby appoints Quartzy as a non-exclusive distributor of the Product with the right to market and sell the Product in the Territory to Customers.

2.2 Quartzy's Marketing and Sale. Quartzy shall use commercially reasonable efforts, as determined by Quartzy, to market, promote and sell the Product in the Territory.

2.3 Marketing Materials.

2.3.1 As reasonably requested by Quartzy, Supplier will provide Quartzy with reasonable quantities of its sales and marketing literature for use by Quartzy in the marketing, sale and distribution of the Products. Supplier hereby authorizes Quartzy to reproduce the Documentation, and to distribute such Documentation to Customers as necessary to market and promote the Product in the Territory and enable Customers to use the Product.

2.3.2 Supplier agrees to provide to Quartzy all reasonable marketing and sales support.

2.3.3 As reasonably requested by Quartzy, Supplier will provide Quartzy with samples of the Products to assist Quartzy with marketing and sales of the Products, and with demo units (at no cost to Quartzy) if Quartzy and Supplier agree that the use of demo equipment is required as part of the selling process.

2.4 Customer Service and Support.

2.4.1 Quartzy shall be the initial point of contact for Customers customer service, and shall provide customer support services in a manner consistent with such standards, procedures and guidelines Quartzy applies to its customers generally. For purposes of this Agreement, Customer service shall include: receipt of calls; problem and question intake; customer site visits for any reason; problem identification and diagnosis; efforts to create repeatable demonstrations of any issues; determining which problems require

referral to Supplier for in-depth analysis; and taking any other actions appropriate as a first level Customer support provider to resolve Customer problems.

2.4.2 Despite the previous paragraph or anything else in this Agreement, Quartzy shall have no obligation to honor any representations or warranties made by Supplier with respect to the Product.

2.4.3 Supplier agrees to work in good faith with Quartzy and with Customers with respect to any Customer service or support issues which Quartzy is unable to resolve.

2.5 Trademarks.

2.5.1 License. Subject to the further restrictions set forth in Section 7 of this Agreement, Supplier hereby grants to Quartzy a non-exclusive, non-transferable, royalty free license to use the Supplier trademarks applicable to the Product ("Supplier Trademarks") for the term of this Agreement to market and promote the Product in accordance with this Agreement. All ownership and goodwill from the use of the Supplier Trademarks shall vest in and inure solely to the benefit of Supplier.

2.5.2 Protection of Supplier Trademarks. Quartzy will ensure that all advertising, promotional or other uses of the Supplier Trademarks by Quartzy will (i) conform to the quality standards specified by Supplier from time to time, and (ii) be in full compliance with all applicable laws and regulations in the Territory. Supplier has the right, at all reasonable times, to inspect the manner in which Quartzy uses the Supplier Trademarks.

## 3. PRODUCT ORDERING AND DELIVERY; RETURNS

3.1 Ordering. Quartzy will order Products by placing purchase orders, and Supplier will fill all orders for Products pursuant to the terms of this Agreement.

3.2 No Minimums. The parties agree that there is no per-order dollar amount, quantity or annual minimum purchasing level commitment for Quartzy.

3.3 Growth Rebate. Quartzy shall be entitled to the growth rebate set forth in Exhibit A. For annual rebates, Supplier shall remit payment to Quartzy by March 1 of the following year. For quarterly rebates, Supplier shall remit payment within thirty (30) days of receipt of the applicable quarterly rebate invoice. Payments to Quartzy shall be made via check or wire transfer.

If Supplier fails to make timely payment, Quartzy shall be entitled to deduct the full rebate amount from any sums otherwise owed by Quartzy to Supplier.

3.4 Product Shipping by Supplier.

3.4.1 Supplier will ship the Products F.O.B. origin as designated by Quartzy, freight to be paid by Quartzy, in accordance with Quartzy's reasonable instructions. Supplier shall apply no additional handling or other fees or charges to Quartzy for the shipment of goods. Supplier will provide written confirmation by email to Quartzy within 1 business day of receipt of the purchase order (i) confirmation of the order and (ii) notification of the expected ship date. For international shipments, Supplier shall ship the Products FCA at a mutually agreed upon flat shipping fee.

3.4.2 When shipping to Quartzy any Products with a limited shelf-life, Supplier shall take all necessary measures to ensure that such limited-shelf life Products are received by Quartzy with at least seventy-five (75%) of the remaining shelf-life. When Products with limited shelf life are drop shipped to Quartzy customers, Supplier will take all necessary measures to ensure that such Products are received by Customers with at least fifty (50%) percent of the remaining shelf-life. Any Products that do not conform with this requirement will be considered to be defective Products and will be returned to Supplier for replacement product or credit.

3.5 Product Returns to Quartzy by Customers. Except in the case of returns of Drop Ship Product, Quartzy will receive and process returns of Product sold by Quartzy hereunder. Any Product which is in

resalable condition and that is properly returned may be placed back into Quartzy's Product inventory, and Quartzy may fulfill Customer orders with any such resalable Product.

3.6 Product Returns to Supplier by Quartzy. In the event that Quartzy stocks the Products, at least once per year, Supplier agrees to accept returns or exchanges of saleable new product inventory at full acquisition cost with a 0% restocking fee in the event that Quartzy reasonably determines that sales are not sufficient to justify inventory levels. Supplier shall apply no other restocking or handling fees. Quartzy shall pay all associated shipping costs, F.O.B. shipping point.

3.7 Quartzy's Right to Dispose of Product. Quartzy shall have the right in its sole discretion to dispose of any Product at any time, including but not limited to any Product that is returned to Quartzy by any Customer and which Quartzy determines is not resalable Product. Except as expressly provided for herein, Quartzy shall not be entitled to any refund or credit from Supplier for such disposed Product. Despite the foregoing, if Quartzy determines that any Product creates a safety, health, or liability risk to Quartzy, its personnel, or any third party, Quartzy may dispose of such Product immediately and upon providing reasonable documentation to Supplier, Supplier shall refund to Quartzy the purchase price paid by Quartzy for such disposed Product.

3.8 Product Repurchase Upon Termination. At termination or expiration of the Agreement, Supplier agrees to repurchase from Quartzy at full acquisition cost with no restocking or handling fees any Products that remain in Quartzy's inventory at the time of termination or expiration. Supplier shall pay all associated shipping costs, F.O.B. shipping point. In the event that Supplier terminates for cause or Quartzy terminates without cause, a 0% restocking fee shall apply.

3.9 Drop Ship Product. As requested by Quartzy, Supplier will drop ship directly to Quartzy's customers. Additional terms and conditions related to drop shipping, including with respect to pricing and fees, are set forth on Exhibit A.

3.10 Supplier Catalog.

3.10.1 Supplier agrees to provide a copy of the current Product catalog to Quartzy. In addition, at Quartzy's reasonable request, Supplier agrees to provide to Quartzy a catalog of Supplier's Product in a form following a template provided by Quartzy to Supplier from time to time.

3.10.2 Supplier agrees not to update its catalog any more frequently than quarterly. Supplier will give at least thirty (30) days written notice for any changes, discontinuations, additions or updates to product content within its catalog. Supplier acknowledges that the changes to the catalog will not be effective until the subsequent quarterly catalog update during which period the prior version of the catalog will still be honored by Supplier. For clarity, this section does not apply to pricing updates or changes to product pricing.

3.10.3 Supplier hereby grants to Quartzy, for the term of this Agreement, a non-exclusive license to incorporate the Catalog into Quartzy's website and Customer marketing materials, and for other reasonable uses to implement and carry out Quartzy's rights and responsibilities under this Agreement.

**4. PRICES**

4.1 Product Prices. The prices paid by Quartzy to Supplier for the Products shall be set forth in Exhibit A. Payment for undisputed invoices shall be due sixty (60) days following Quartzy's receipt of a correct invoice from Supplier. For domestic suppliers, payments will be issued by credit card through MineralTree. For international suppliers, payments will be made either by credit card through MineralTree or by wire transfer, as mutually agreed upon by the parties.

4.2 Changes in Pricing. Supplier shall guarantee the initial prices on Exhibit A until December 31 of the calendar year of the Effective Date. In each calendar year thereafter, the prices for such year shall remain fixed through December 31 of each such year. Prices may be decreased at any time, but prices may be increased only once per year to be effective the following year. Supplier shall provide written notice to Quartzy not less than 90 days prior to the end of such calendar year if Supplier proposes to increase the price of any Product. If Quartzy does not terminate this Agreement as provided for herein, or notify Supplier in

writing that Quartzy does not plan to continue to purchase such Product, then Supplier may increase the price to Quartzy for such Product upon the later of January 1 of the next calendar year or the date on which Supplier otherwise elects to increase such Product price.

4.3 Lowest Product Price. Supplier warrants that the price paid by Quartzy for Product will not exceed the lowest price offered by Supplier to Supplier's other customers purchasing substantially similar products at substantially similar volumes.

4.4 Taxes and Government Charges. The fees hereunder do not include any taxes (including any excise, sales, use, value added, withholding, or similar taxes), customs duties, tariffs or other government fees.

4.5 Sole Remuneration. Quartzy' sole remuneration for performing its responsibilities under this Agreement shall be the payments it receives from its Customers, less the amounts payable to Supplier under this Agreement. Quartzy is solely responsible for establishing the prices charged to Customers for Product. No failure to collect payment from any Customer shall relieve Quartzy of its obligation to pay Supplier under this Agreement.

## 5. PRODUCT TERMS

5.1 Product Use Terms.

5.1.1 Quartzy shall use commercially reasonable efforts to ensure that Customers comply with applicable Product use terms reasonably communicated in writing to Quartzy by Supplier.

5.1.2 Quartzy shall use commercially reasonable efforts to communicate to all Customers all customer alerts and communications that Supplier determines need to be communicated to Customers.

5.2 Safety Data Sheets. Supplier will provide to Quartzy, and to Quartzy's Customer as reasonably requested (and as compliant with the regulations set forth under applicable Hazard Communication provisions, including but not limited to 29 CFR 1901.1200(g)), Safety Data Sheets for all Products distributed by Quartzy. Supplier will either provide the Safety Data Sheets in all Product packaging or, at a minimum, provide such Safety Data Sheets to Quartzy and to Quartzy's customer upon the initial purchase of any Product, and at any time that a Safety Data Sheet is modified.

5.3 Product Changes. If Supplier proposes to modify the design of, specifications for, or operation of, any Product, or to suspend or terminate the availability of any Product (each a "Product Change"), Supplier shall provide written notice to Quartzy not less than 90 days prior to the date of such proposed Product Change. After such written notice, (i) Quartzy shall have the right to terminate any outstanding but unfilled purchase order for any Product for which a Product Change is proposed, and (ii) despite any other provision herein to the contrary (including but not limited to any provision required a restocking or similar fee), Quartzy may at its option return for a full refund any Product in its possession for which a Product Change is proposed.

5.4 Product Recalls. Supplier shall be responsible for any non-conformity or defect in, or any public or private recall of, any Product provided in connection with this Agreement. Supplier will notify Quartzy promptly as soon as Supplier has knowledge of any public or private recalls of any Product provided in connection with this Agreement. Supplier will promptly notify Quartzy of any recalls or potential recalls of any Product and cooperate and assist Quartzy in connection with any recalls, including by initiating the procedures for returning items to Supplier. Supplier will be responsible for all costs and expenses which Supplier, Quartzy or any of our or your Affiliates incur in connection with any recall or potential recall of any of any Product (including the costs to return, store, repair, liquidate, or deliver to Supplier any of recalled Product).

## 6. WARRANTIES AND DISCLAIMER

6.1 Mutual. Each Party represents and warrants to the other that: (i) it has the right and power to enter into this Agreement and to fulfill its obligations hereunder; (ii) entering into, and performance of its obligations under, this Agreement does not and will not violate, and is not inconsistent with, any agreements between such Party and any third parties or any applicable laws or regulations; and (iii) it shall comply with the requirements of any and all applicable federal, state, local, and other laws, regulations, rules and orders of any governmental body having jurisdiction over such Party or the activities of such Party contemplated by this Agreement.

6.2 By Quartzy. No representations or warranties shall be made by, or under authority of, Quartzy with respect to the Product that have not been provided by Supplier to Quartzy in writing or that exceed the scope of Supplier's then current literature for the Product.

6.3 By Supplier. In the manufacture, packaging, labeling and shipping of the Products, Supplier will comply with all applicable laws. In addition to the terms of this Agreement, Supplier will extend to Quartzy and to Quartzy's Customers no less than its standard warranty and product return policies. In any event, Supplier warrants to Quartzy that the Products (i) conform to the specifications set forth in Supplier's product literature, (ii) comply and are manufactured, packaged, labeled and shipped in accordance with all applicable law and (iii) are merchantable and fit for their intended purpose. In the event of breach of the warranty in this Agreement, Supplier will at Quartzy's discretion, (i) replace the Product, at Supplier's expense, or (ii) refund the purchase price, including any applicable taxes and shipping charges.

6.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THIS AGREEMENT, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE, INCLUDING WITH RESPECT TO THE PRODUCT, AND EACH PARTY HEREBY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## 7. INTELLECTUAL PROPERTY

7.1 Each Party owns its Marks and other Intellectual Property existing prior to the Effective Date, and except as expressly provided for herein, there are no implied licenses granted hereunder, and each Party retains any and all rights not expressly granted herein.

7.2 As between the parties, Supplier possesses the sole and exclusive right, title and interest in and to any and all intellectual property rights associated with the Product and the Documentation. Quartzy will not represent to any third party that Quartzy owns or controls any rights or interest in or to such intellectual property rights, apart from the limited licenses granted herein.

7.3 Quartzy is not permitted to assign or sublicense the license to use the Supplier Trademarks. At expiration or termination of this Agreement, Quartzy will immediately discontinue all use of the Supplier Trademarks, except for such use as may be required to continue to comply with the terms of this Agreement.

## 8. CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS.

8.1 Confidential Information. "Confidential Information" means information disclosed by a Party in connection with this Agreement which if disclosed in tangible form is marked "Confidential" or with other similar designation to indicate its confidential or proprietary nature or if disclosed orally is indicated orally at the time of such disclosure to be confidential or proprietary by the Party disclosing such information and is confirmed as being confidential or proprietary by the disclosing Party in a writing delivered to the receiving Party within thirty (30) days after such disclosure. The Parties agree that the receiving Party shall not publish or otherwise disclose, and shall not use for any purpose, any Confidential Information furnished to it by the other Party pursuant to this Agreement, except as set forth in this Section 8. Despite the foregoing, Confidential Information shall not include information that, in each case as demonstrated by written

documentation or other competent evidence: (i) was already known to the receiving Party, other than under an obligation of confidentiality, at the time of disclosure; (ii) was independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party; (iii) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving Party; (iv) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving Party in breach of this Agreement; or (v) was subsequently lawfully disclosed to the receiving Party other than directly or indirectly from the disclosing Party and not under an obligation of confidentiality.

8.2 Permitted Use and Disclosures. Despite the provisions of Section 8.1 above, each Party may disclose the other Party's Confidential Information to the extent such disclosure is reasonably necessary to comply with applicable governmental laws, regulations, or orders; provided that if a Party is required to make any such disclosure of the other Party's Confidential Information, it will, to the extent it may legally do so, give reasonable advance notice to the other Party of such disclosure sufficient to give the disclosing Party an opportunity to secure confidential treatment of such information prior to its disclosure (whether through protective orders or otherwise). Supplier may use and disclose the Confidential Information of Quartzy to provide the Product, including to its contractors for such purposes, and each Party may otherwise use the Confidential Information of the other as reasonably necessary to enforce, or perform its obligations under, this Agreement. Supplier may use and disclose information in accordance with their privacy policies.

8.3 Proprietary Markings. Neither Party shall remove any trademark, trade name, copyright notice, patent marking, confidentiality, or other proprietary rights notice or marking from any materials provided to it by the other Party in connection with this Agreement.

8.4 Confidentiality of Agreement. Each Party shall treat the terms and conditions of this Agreement as the Confidential Information of the other, provided that each Party may disclose the terms and conditions of this Agreement without consent (i) to advisors, investors and others on a need-to-know basis under conditions which reasonably ensure the confidentiality thereof, (ii) as required by any court or other governmental body; and (iii) as otherwise required by law.

8.5 Return of Materials. Within thirty (30) days after the effective date of termination or expiration of this Agreement, each Party shall at the request of the other return or destroy, at the other Party's option, all tangible items bearing or containing the Confidential Information of such other Party and provide written certification of such destruction, except to the extent a Party retains rights with respect thereto under this Agreement. Despite the foregoing, both parties may retain whatever Confidential Information of the other party is necessary to exercise any of such party's surviving rights or obligations hereunder, and Quartzy may retain one copy of such Confidential Information, as required, for archival purposes only.

8.6 Press Releases. The Parties shall issue press releases solely as mutually agreed by the Parties, such agreement not to be unreasonably withheld or delayed.

**9. TERM AND TERMINATION**

9.1 Term. This Agreement shall commence upon the Effective Date and continue in full force and effect until December 31, 2026, unless earlier terminated in accordance with the terms of this Agreement. Thereafter, this Agreement shall automatically renew for additional one-year periods unless either party elects to terminate with 90 days written notice.

9.2 Termination for Cause. In the event of a material breach of this Agreement, the non-breaching Party shall be entitled to terminate this Agreement by written notice to the breaching Party, if such breach is not cured within thirty (30) days after written notice is given by the non-breaching Party to the breaching Party specifying the breach.

9.3 Effect of Termination; Survival.

9.3.1 No Release. Termination or expiration of this Agreement for any reason shall not release either Party hereto from any liability which at the time of such termination or expiration has already accrued to the other Party.

9.3.2 No Liability. Termination of this Agreement for any reason shall not constitute a waiver or release of, or otherwise be deemed to prejudice or adversely affect, any rights, remedies or claims, whether for damages or otherwise, which a Party may have hereunder, at law, equity or otherwise, as a result of a breach of this Agreement.

9.3.3 Survival. Sections 2.4, 2.5.2, 3.5 - 3.8, 5.4, 6.3, 6.4, 7, 8, 9.3 and 10-12 of this Agreement, all associated definitions, and all accrued rights to payment hereunder, shall survive any termination or expiration of this Agreement. All terms and conditions of this Agreement governing access to and use of the Product by the Customer shall survive termination and expiration of this Agreement until termination or expiration of the Customer's rights and the Customer agreement.

**10. INDEMNIFICATION; INSURANCE**

10.1 IP Indemnification.

10.1.1 Supplier will (i) defend Quartzy against any action or claim brought by a third party against Quartzy to the extent that it is based upon any claim (A) that the Product, in the form as provided by Supplier to Quartzy hereunder, infringes any intellectual property right of any third party, (B) arising out of inherent defects in any of Supplier' Products existing at the time such product is sold by Supplier; and (C) arising out of any other safety issue related to the Product and not caused by either Quartzy or a Customer (each a "Claim"), and (ii) indemnify Quartzy against any liabilities, costs, damages, and expenses, including reasonable attorneys' fees, attributable to such Claim, provided that Quartzy (i) promptly notifies Supplier in writing of the Claim; (ii) allows Supplier to exclusively control the defense and settlement of the Claim; and (iii) provides Supplier with all assistance, information, and authority reasonably requested for the defense and settlement of the Claim. Quartzy may retain its own counsel, at its own expense, to monitor the defense and settlement of the Claim. Despite anything to the contrary, Supplier shall not be responsible for any costs, expenses, or settlement incurred without its prior written consent.

10.1.2 Supplier will have no obligations, responsibilities, or liabilities under this Section 10.1 or otherwise if the infringement is caused by the combination of the Product, with, or use in combination with, any products, services, content, or other subject matter that is not part of the Product, where such infringement would not have arisen but for such combination.

10.2 Procedure. A Party that intends to claim indemnification under this Section 10 (the "Indemnitee") shall promptly notify the other Party (the "Indemnitor") in writing of any claim, in respect of which the Indemnitee intends to claim such indemnification, and the Indemnitor shall have sole control of the defense and settlement thereof. The indemnity arrangement in this Section 10 shall not apply to amounts paid in settlement of any action with respect to a claim, if such settlement is effected without the consent of the Indemnitor, which consent shall not be withheld or delayed unreasonably. The failure to deliver written notice to the Indemnitor within a reasonable time after the commencement of any action with respect to a Claim, if prejudicial to its ability to defend such action, shall relieve such Indemnitor of any liability to the Indemnitee under this Section 10 but the omission so to deliver written notice to the Indemnitor shall not relieve the Indemnitor of any liability that it may have to any Indemnitee other than under this Section 10. The Indemnitee under this Section 10 shall cooperate fully with the Indemnitor and its legal representatives in the investigation and defense of any action with respect to a claim covered by this indemnification, at the Indemnitor's expense. Despite the foregoing, provided that the Indemnitor has performed its obligations in accordance with this Section 10, the Indemnitor shall not be responsible for any costs or expenses incurred without the prior written consent of the Indemnitor.

10.3 Insurance. Supplier agrees to procure and maintain, on an occurrence form, product liability insurance with respect to both the Products and contractual liability coverage relating to this Agreement, and naming Quartzy as an additional insured, with minimum limits in each case of $2,000,000. Supplier shall

promptly furnish to Quartzy a certificate of insurance and renewal certificates of insurance evidencing the foregoing coverages and limits. The insurance shall not be canceled, reduced or otherwise changed without providing Quartzy with at least thirty (30) days prior written notice.

**11. LIMITATIONS OF LIABILITY**

11.1 EXCEPT FOR ANY LIABILITY UNDER "CONFIDENTIALITY", UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT OR INCIDENTAL DAMAGES.

11.2 UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF DATA, LOSS OF PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES (REGARDLESS OF WHETHER SUCH DAMAGES ARISE OUT OF CONTRACT, NEGLIGENCE OR OTHER LEGAL THEORIES OR OTHERWISE) ARISING FROM OR RELATED TO THIS AGREEMENT.

11.3 EXCEPT FOR ANY LIABILITY ARISING FROM A VIOLATION OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE, THE AMOUNTS PAID OR PAYABLE BY QUARTZY DURING THE 12 MONTHS PRECEDING THE DATE OF CLAIM.

11.4 THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN.

**12. GENERAL PROVISIONS**

12.1 Export Control. Each party agrees that it will comply with applicable U.S. Export Administration Regulations and other laws and regulations governing exports in effect from time to time.

12.2 Independent Contractors. The relationship of Supplier and Quartzy established by this Agreement is that of independent contractors, and neither Party is an employee, agent, partner or joint venturer of the other. All sales, service and other agreements between Quartzy and its Customers are Quartzy's exclusive responsibility and will have no effect on Quartzy's or Supplier's obligations under this Agreement. Neither Party shall hold itself out to be an agent or representative of the other. Quartzy shall have no authority to accept any order on behalf of Supplier or otherwise bind, or incur any obligation or commitment for, Supplier in any manner.

12.3 Governing Law. This Agreement and all matters arising out of, or relating to, this Agreement will be governed by the laws of the State of California, without regard to its conflict of laws provisions. The sole venue for all disputes relating to this Agreement shall be in Santa Clara County, California.

12.4 Assignment. Quartzy may assign this Agreement in the event of a merger, acquisition, change of control or sale of all or substantially all of its business or assets. Other than in these limited instances, however, neither party shall assign, transfer, delegate or sublicense any obligation or benefit under this Agreement without the written consent of the other party, which consent will not be unreasonably withheld. Any assignment or transfer in violation of the foregoing shall be void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns.

12.5 Modification. No amendment or modification of any provision of this Agreement shall be effective unless in writing signed by both Parties. No provision of this Agreement shall be varied, contradicted or explained by any oral agreement, course of dealing or performance or any other matter not set forth in an agreement in writing and signed by both Parties.

12.6 Headings; Severability. The headings in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. If any provision hereof should be held invalid, illegal or unenforceable in

any jurisdiction, the Parties shall negotiate in good faith a valid, legal and enforceable substitute provision that most nearly reflects the original intent of the Parties and all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the Parties hereto as nearly as may be possible. Such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction.

12.7 Force Majeure. Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of events beyond the reasonable control of such party, which may include without limitation denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing party will promptly notify the other party and will be excused from any further performance of its obligations effected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

12.8 No Waivers. The failure of either Party at any time to require performance by the other of any provision hereof shall not affect the right of such Party to require performance at any time thereafter, nor shall the waiver of either Party of a breach of any provision hereof be taken or held to be a waiver of a provision itself.

12.9 Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be delivered by email at the addresses provided to by each party to the other. Any notices also requiring physical delivery will be: (i) delivered personally; (ii) deposited with a nationally-recognized express courier, with written confirmation of receipt; or (iii) sent by registered or certified mail, return receipt requested, postage prepaid. All such physical notices will be sent to the addresses set forth on the signature lines hereto or to such other address as may be specified by either party to the other party in accordance with this section.

12.10 Anti-Corruption and Anti-money laundering Laws. With respect to laws relating to corruption, commercial bribery, and money laundering, you represent and warrant that with respect to your activities involving Quartzy, Inc. products or services, (i) no part of any fees paid by or payable to you or any profits obtained by you or any other items of value will be directly or indirectly paid, offered, transferred, or given to any official, representative, or employee of any government, government agency, or instrumentality or to any other person acting in a business capacity for the purpose of obtaining or retaining business for or with, or directing business to, any person or company (such as Quartzy, Inc.) and (ii) that you will not do anything to violate or to cause Quartzy, Inc. to violate the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act or any other laws, regulations, and standards dealing with payments to governments, government employees, related persons, or persons acting in a business capacity. You also represent and warrant that to the best of your knowledge none of the actions specified in (i) and (ii) above have occurred in the past. You also represent and warrant that none of your owners, principals, officers, employees, or staff members are officials, officers, employees, or representatives of any government, governmental agency, or political party or a candidate for political office, and that you will not be involved in the decision-making process associated with any award that may be made in response to any bid by Quartzy, Inc. You also represent and warrant that you will keep complete and accurate records of all payments of any kind made by you from or with respect to commissions, service fees, or other payments received from Quartzy, Inc., and such records shall be subject to inspection and audit by Quartzy, Inc. and its representatives at any time.

12.11 International Trade Laws. With regard to exports and re-exports, you represent and warrant that no Quartzy, Inc. product, technology or service supplied either to you or over which you have control as a manufacturer, distributor or reseller will be shipped, directly or indirectly, to any person or organization (i) in Cuba, Iran, North Korea, Sudan, or Syria, or who is considered a part of the government of those countries, (ii) who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities, or (iii) who is listed by the government of the United States or of any other country as prohibited from receiving the product, technology or service, or as prohibited from participating in export transactions involving the product.

12.12. Training and Third-Party Due Diligence. You will ensure that your employees and any third party intermediaries, including agents and consultants you work with in relation to transactions on behalf of Quartzy, Inc. receive appropriate training in relation to anti-bribery and export control laws and comply with the above obligations. You represent and warrant that you will carry out appropriate and risk based due diligence on any third party intermediary that you will work with in relation to Quartzy, Inc. business.

You also agree to indemnify Quartzy, Inc. and hold it harmless from any and all fines, damages, losses, costs and expenses (including without limitation reasonable attorneys' fees) incurred by Quartzy, Inc. as a result of any breach of the above, and you understand and agree that a breach will entitle Quartzy, Inc. to terminate any and all of contractual relationships with you.

12.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

THIS AGREEMENT, TOGETHER WITH THE EXHIBIT(S) ATTACHED HERETO, EMBODIES THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT AND SUPERSEDES ALL PRIOR AGREEMENTS, COMMITMENTS, ARRANGEMENTS, NEGOTIATIONS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, BETWEEN THE PARTIES WITH RESPECT THERETO. THERE ARE NO AGREEMENTS, COVENANTS, UNDERTAKINGS, REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT OTHER THAN THOSE EXPRESSLY SET FORTH OR REFERRED TO HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives.

| **Quartzy** | **Supplier** |
|---|---|
| Quartzy, Inc.<br>28321 Industrial Blvd.<br>Hayward, CA 94545 USA | Name: _____<br><br>Address: _____ |
| By: _____ | By: _____ |
| Print Name: _____ | Print Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

**EXHIBIT A**

Territory: North America

Products and Pricing: Supplier shall provide its current catalog and associated price file under separate cover.

Growth rebate:

| Demonstrated Growth based on Sales at Cost (SAC) | Payment - Back to Dollar 1 |
|---|---|
| $0 - $25,000 | 1% |
| $25,001 - $50,000 | 2% |
| $50,001 - $75,000 | 3% |
| $75,001 - $100,000 | 4% |
| $100,000+ | 5% |

Drop Ship Order Terms and Conditions; Drop Ship Pricing

Additional Drop Ship Terms and Conditions In addition to the terms and conditions of the Agreement, including without limitation Section 3.9, the following terms and conditions shall apply to all Drop Ship Products:

1. No Minimum Purchase Commitment.
The parties expressly agree that there is no per-order dollar amount, quantity, frequency, or annual minimum purchasing level commitment for Quartzy with respect to any Drop Ship Product. Supplier shall not impose, and Quartzy shall not be subject to, any minimum order requirements, minimum shipment values, minimum quantities, or minimum annual spend thresholds.

2. Inventory Availability
Supplier shall use commercially reasonable efforts to avoid issues related to backorders, including, without limitation, maintaining a reasonable inventory level of Products proposed to be sold by Quartzy.

3. Order Communication and Confirmations
In connection with each Drop Ship order, Supplier shall provide Quartzy, via email to the address designated by Quartzy, with the following information:
(i) order confirmation within one (1) business day of receipt;
(ii) notice of the expected ship date;
(iii) notification within one (1) business day if Supplier lacks sufficient inventory to fulfill the order in full, in which case Quartzy may, at its sole discretion, authorize partial fulfillment or cancellation;
(iv) shipment confirmation within one (1) business day of shipment, including itemized tracking information; and
(v) any applicable invoice.

4. Packaging, Handling, and Fees
Supplier shall prepare and package all Drop Ship Products in a commercially reasonable manner to prevent damage or deterioration and in compliance with applicable carrier tariffs.
All charges for preparation, packing, and crating shall be included in the agreed-upon pricing unless expressly set forth in an applicable purchase order. Supplier shall not apply any additional handling fees, surcharges, administrative fees, or minimum order charges in connection with the shipment of Drop Ship Products.

5. Shipping Method.
Unless otherwise mutually agreed in writing, Supplier shall ship Drop Ship orders via UPS standard ground service. The parties agree to reasonably discuss alternative shipping methods where the weight, dimensions, or destination of an order make UPS standard ground service impractical or inefficient.

6. Shipping Errors and Responsibility.
Supplier (or its Drop Ship fulfillment vendor) shall be solely responsible for any mishandling, mis-shipment, or fulfillment error relating to Drop Ship Products. Supplier shall promptly notify Quartzy of any such issue and cooperate in good faith to resolve the matter, including replacement, correction, or credit as applicable.

7. Returns Processing.
Supplier shall accept and process returns of Drop Ship Products sold by Quartzy in accordance with the Agreement. Any resalable Product shall be returned to Supplier's available inventory and may be used to fulfill future Drop Ship orders.