

Adapy Inc, Dealer/Distributor/Installer Agreement

Effective Date:

General Terms and Conditions

This Distributor/Installer Agreement ("Agreement"), effective as of the specified Effective Date above, is a binding contract between Adapy, Inc., a corporation organized and existing under the laws of Wyoming ("Adapy"), and:
whose business is located at:

Entering into the following terms:

1. Interpretation and Definitions

1.1 "**Contractor**": Any individual, company, or entity that is authorized by Adapy to distribute, install, or service Adapy's products, whether such authorization is granted directly or indirectly through ownership, authority, or shared control.

1.2 "**Guidelines for Brand Representation**": The comprehensive standards and specifications set forth by Adapy, which include the proper use of trademarks, service marks, logos, and trade dress. These guidelines are subject to periodic updates by Adapy, and the Contractor shall adhere to the latest version as communicated by Adapy.

1.3 "**Working Day**": Any calendar day except Saturdays, Sundays, and official holidays recognized by the financial institutions in the [City/Region] where Adapy's primary business operations are located.

1.4 "**Control**": The possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of more than fifty percent (50%) of the voting securities, by contract, or otherwise.

1.5 "**Consumer**": The end-user who purchases Adapy's products for personal, non-commercial use within the "Territory." This excludes any party who purchases for resale, distribution, or use in commercial enterprises.

1.6 "**Territory**": The specific geographic area outlined in Exhibit A of this Agreement where the Contractor is exclusively authorized to market, distribute, and install Adapy's products. Any sales or promotional activities outside the designated Territory must receive prior written consent from Adapy.

1.7 "**Product**": Any hardware or software solutions developed and supplied by Adapy, including but not limited to the Smart Mobility Systems, Harnesses, The Adapy Battery Monitoring device and the Temperature Monitoring units, GPS Tracking solutions, OBD2 Analyzing tools, AI Automation software, and any product listed for sale by Adapy.

1.8 "**Shared Control**": A situation in which two or more persons or entities can exercise substantial influence over the management or operational decisions of an entity, typically through contractual arrangements or joint ownership.

1.9 "**Modification**": Any change or update to the Guidelines for Brand Representation or other policy documents, which Adapy may issue from time to time. Contractors will be notified of such modifications through official communication channels as established in this Agreement.

1.10 "**Official Holiday**": A public holiday as per the official calendar of [City/Region], on which financial institutions are closed for business.

1.11 "**Personal Use**": The utilization of Adapy's products by Consumers for their own domestic, household, or recreational purposes, and explicitly not for any income-generating activities or enterprise purposes.

1.12 "**Commercial Purpose**": Any use of Adapy's products intended for or resulting in commercial gain, including but not limited to resale, lease, or provision of services to third parties.

1.13 "**Regulatory Authority**": Any governmental or legislative entity or authority that has jurisdiction over Adapy, the Contractor, or any aspect of their activities under this Agreement. This encompasses federal, state, local, or international government bodies, political subdivisions thereof, agencies, or instrumentalities. It also includes any self-regulatory organizations, non-governmental regulatory bodies, or quasi-governmental authorities that enforce regulations with the force of law. Furthermore, the term covers any arbitrators, courts, or tribunals that have competent jurisdiction over disputes arising under this Agreement.

1.14 "**Intellectual Property Rights**": All proprietary rights, including but not limited to the following:

(a) "**Patents**": All forms of patents, including but not limited to utility, design, and plant patents, as well as reissues, continuations, provisional applications, re-examinations, extensions, and any equivalents thereof, along with all patent applications and registrations that may be granted upon them by any Regulatory Authority.

(b) "**Trademarks**": Any trademarks, service marks, trade dress, logos, trade names, and internet domain names, whether registered or unregistered, including applications for registration of such marks with authorized private registrars or governmental authorities, as well as web addresses, web pages, URLs, and any other distinctive brand features.

(c) "**Copyrights and Creative Works**": All forms of copyrightable material, including literary, musical, dramatic, choreographic, pictorial, graphic, sculptural works, and software, as well as compilations and derivative works thereof. It also includes firmware, design registrations, data files, databases, and any documentation, regardless of the medium in which they are expressed.

(d) "**Trade Secrets**": Information, including formulas, patterns, compilations, programs, devices, methods, techniques, or processes that derive independent economic value

from not being generally known to, and not being readily ascertainable by proper means by, other persons who might obtain economic value from their disclosure or use.

(e) "**Semiconductor Chips and Related Works**": All rights associated with semiconductor chip products, mask works, and any related intellectual property rights designed to protect the topology of electronic circuits.

(f) "**Industrial and Related Intellectual Property Rights**": Any rights analogous to those mentioned above that are material to the exercise or protection of Adapy's business, including but not limited to any layout designs, utility models, and industrial designs, whether or not requiring registration, and any applications for any of the above, in any jurisdiction.

1.15 "**Legal Framework**": The collective body of laws, regulations, ordinances, statutes, rules, codes, orders, constitutions, treaties, precedents established by common law, judicial judgments, decrees, directives, and any other enforceable legal obligations or norms as enacted, adopted, or recognized by any Regulatory Authority.

1.16 "**Adapy's Adherence Policy (AAP)**": The policy established by Adapy, Inc. that sets forth the Minimum Advertised Price (MAP) requirements and other related marketing and pricing guidelines. The AAP is subject to change at Adapy's discretion, with notice to the Contractor of any revisions.

1.17 "**Minimum Purchase Commitment**": The Contractor is not required to maintain a minimum purchase commitment. However, if their purchases exceed \$10,000 annually (calculated based on the total invoice amount within a calendar year), they will receive a one-time qualification for special flagship dealer pricing to extend the next 12 months. This qualification can be used anytime within 12 months of reaching the \$10,000 volume. The qualification is non-transferable and cannot be combined with other discounts or promotions. You may request flagship dealer pricing from adapy directly.

1.18 "**Party**": Any entity, including Adapy, Inc., and any Contractor, Distributor, or other entity that enters into a contractual relationship under the terms of this Agreement.

1.19 "**Patent Rights**": All legal rights granted under any patents, including patent applications, and any subsequent modifications such as reissues, continuations, divisions, renewals, and extensions, recognized or pending approval by any Governmental Authority.

1.20 "**Entity**": An organization or individual, including but not limited to natural persons, corporations, limited liability companies, partnerships, trusts, joint ventures, associations, government entities, and other organizational structures with legal standing.

1.21 "**Price Catalog**": The official document released by Adapy, Inc. that details the pricing of Products for a specific time period. This catalog is subject to updates and revisions at the discretion of Adapy, Inc. and in response to market trends.

1.22 "**Product**": Any good or service, including all components, parts, and accessories related to mobility or accessibility, that is offered by Adapy, Inc., and may undergo updates, enhancements, or modifications over time.

1.23 "**Authorized Representative**": An individual who is formally empowered to act on behalf of another person or entity. This includes, but is not limited to, members, managers, directors, officers, trustees, shareholders, employees, agents, contractors, consultants, advisors, and any duly appointed representatives.

1.24 "**Dispatch Point**": The specific location within Adapy, Inc.'s premises that is designated for the dispatch of Products, as identified in the relevant purchase order or as acknowledged in Adapy's official order confirmations.

1.25 "**Designated Region**": The particular geographic area as described in Exhibit A on the initial associated with this Agreement, within which the Contractor is authorized to operate and distribute Adapy's Products.

1.26 "**Proprietary Information**": Any and all forms of sensitive, confidential, and legally protectable information, including but not limited to discoveries, inventions, business strategies, technical knowledge, databases, patent disclosures, trade secrets, and proprietary methods, as well as any rights thereto.

1.27 "**Brand Assets**": All forms of identification and intellectual property associated with Adapy's brand, including trademarks, service marks, trade dress, trade names, logos, corporate identities, domain names, and the like, both registered and unregistered. This includes all filings, registrations, applications, renewals, extensions, and any similar or equivalent rights recognized globally.

2. Appointment

2.1 **Designation**: Adapy, Inc. hereby appoints the Contractor as a non-exclusive distributor ("Distributor") of Adapy's Products to Customers, and/or as a non-exclusive installer ("Installer") of Adapy's Products for Customers, as applicable. This appointment is subject to the roles as specified in this agreement and is governed by the terms and conditions set forth herein.

2.2 Roles:

- If the "Distributor" role is selected in the application, the Contractor is authorized to promote, market, and sell the Products within the Designated Region to end-users for Personal Use.
- If the "Installer" role is selected in the application, the Contractor is authorized to perform installation services for the Products, ensuring adherence to Adapy's prescribed standards and guidelines.

2.3 **Combined Role**: Should both the "Distributor" and "Installer" roles be selected, the Contractor shall assume the responsibilities and obligations of both roles under the terms of

this Agreement.

2.4 Term: The duration of the Contractor's appointment as Distributor and/or Installer is for the agreed Term, as outlined in Section 7 of this Agreement, unless earlier terminated in accordance with the provisions set forth in this Agreement.

2.5 Compliance: In acting as a Distributor and/or Installer, the Contractor agrees to comply with all applicable Legal Frameworks and Regulatory Authority directives, uphold the standards outlined in Adapy's Adherence Policy, and fulfill the commitment in this agreement as stipulated by Adapy.

3. Distributor Responsibilities

3.1 Market Conduct: The Distributor agrees to market, promote, and sell the Products exclusively within the Designated Region, ensuring all marketing activities are in strict compliance with Adapy's Adherence Policy and any updates to the Price Catalog.

3.2 Brand Representation: In all undertakings, the Distributor shall maintain the integrity of Adapy's Brand Assets, aligning with the Guidelines for Brand Representation as amended from time to time and ensuring that all representations are accurate and authorized.

3.3 Customer Engagement: The Distributor is responsible for providing comprehensive customer service, including but not limited to product inquiries, support, and after-sales services, ensuring customer satisfaction aligns with Adapy's standards.

3.4 Installation Services: If also acting as an Installer, the Distributor must ensure that installation services are performed in accordance with Adapy's specifications and quality standards, and that all installers are trained and equipped with the necessary tools and knowledge.

3.5 Regulatory Compliance: The Distributor shall comply with all relevant laws and regulations as prescribed under the Legal Framework, and stay updated with any changes in legislation that may affect their operations, Products, or their relationship with Customers.

3.6 Intellectual Property: The Distributor must respect all Intellectual Property Rights of Adapy and refrain from any act that would infringe upon these rights, including but not limited to unauthorized use, reproduction, or modification of any of Adapy's proprietary technologies or creative works.

3.7 Reporting: The Distributor shall provide regular reports to Adapy, Inc. as required, detailing sales figures, market feedback, and any other relevant information that may assist in mutual business growth and product development.

3.8 Training and Development: The Distributor is expected to participate in and facilitate ongoing training programs provided by Adapy to ensure that their knowledge and skills in representing the Products remain current and comprehensive.

3.9 Ethical Practices: In all its dealings, the Distributor shall conduct business ethically and in a manner that reflects positively on Adapy's reputation and brand, avoiding any activities that could be construed as corrupt, unfair, or illegal.

Section 4: Installer-Specific Obligations

In the event that the Contractor functions as an Installer, the following specific obligations shall be adhered to:

4.1 Installation Agreement: For each installation project assigned by Adapy, the Contractor is to carry out the installation in full compliance with the conditions detailed within this Agreement and any accompanying Installer Purchase Order (IPO) and Installation and Operation Confirmation (IOC). These documents will provide essential project parameters such as Customer contact details and precise installation instructions. Compensation for the Contractor's services will be in accordance with the rates stipulated in Adapy's current installation fee schedule, which may be revised by Adapy from time to time.

4.2 Service and Maintenance: The Contractor is required to perform all service, maintenance, and repair work on installed Products with diligence and in accordance with the standards and practices outlined in this Agreement.

4.3 Professional Conduct: The Contractor must maintain the utmost professionalism at all times. All interactions with Customers or their representatives must be conducted respectfully and without any form of inappropriate or unprofessional behavior.

4.4 Security Measures: It is the Contractor's responsibility to ensure that all personnel who may enter Customer premises have undergone thorough criminal background checks in compliance with applicable laws and regulations. Documentation of these background checks must be maintained and provided to Adapy upon request.

4.5 Employment Compliance: The Contractor shall adhere to the anti-discrimination provisions of 41 CFR §§ 60-300.5(a) and 60-741.5(a), which prohibit discrimination against protected veterans and individuals with disabilities. Furthermore, compliance with the equal employment obligations under 41 CFR § 60-1.4(a) is required.

4.6 Additional Obligations: Beyond the aforementioned duties, the Contractor is obligated to stay abreast of and comply with all current Adapy standards, terms, and guidelines pertinent to Installers. This includes but is not limited to the Installer Standards and Guidelines, the Installer Business Contractor Agreement, and the HIPAA Compliance Toolkit for Installers. The Contractor is expected to acknowledge and abide by these documents, even if formal execution of each is not completed.

5. 5: Relationship Structure

5.1 Nature of Relationship: This Agreement does not establish any partnership, joint venture, employment, or agency relationship between Adapy, Inc. and the Contractor. The Contractor is an independent entity operating under its own business structure and is not legally bound to represent Adapy, Inc. as an agent or employee.

5.2 Authority Limitations: The Contractor has no authority to make any commitment, agreement, or representation on Adapy, Inc.'s behalf or to incur any liabilities or obligations of any kind in the name of or on behalf of Adapy, Inc. unless expressly authorized in writing by Adapy, Inc.'s Authorized Representative.

5.3 Compliance with Legal Framework: Both Adapy, Inc. and the Contractor agree to operate under the confines of the Legal Framework and adhere to all applicable laws, regulations, and guidelines issued by the Regulatory Authorities within the Designated Region.

5.4 Brand and Intellectual Property: While the Contractor is authorized to market and install Adapy's Products, all Brand Assets and Intellectual Property Rights remain the exclusive property of Adapy, Inc. The Contractor must ensure that all usage of Adapy's Brand Assets complies with the Guidelines for Brand Representation and that all Intellectual Property Rights are respected.

5.5 Confidentiality and Non-Disclosure: The Contractor shall maintain the confidentiality of all Proprietary Information received from Adapy, Inc. during the term of this Agreement and shall not disclose such information without the prior written consent of Adapy, Inc.

5.6 Contractor Independence: The Contractor will be solely responsible for all matters relating to the employment of its staff, including but not limited to compensation, insurance, taxes, and benefits. The Contractor is also responsible for ensuring that its operations adhere to the Installer Standards and Guidelines and that all personnel are trained in accordance with the HIPAA Compliance Toolkit for Installers, where applicable.

5.7 Performance and Quality Standards: The Contractor shall maintain high standards of workmanship and professionalism in the performance of its obligations under this Agreement, consistent with Adapy, Inc.'s commitment to quality and customer satisfaction.

5.8 Dispute Resolution: Any disputes arising from the relationship between Adapy, Inc. and the Contractor will be resolved through the procedures outlined in this Agreement, which may include negotiation, mediation, and, as a last resort, arbitration or legal proceedings.

5.9 Termination and Effect: Upon termination of this Agreement, the Contractor shall cease to describe itself as an authorized distributor or installer of Adapy, Inc. and shall immediately cease the use of any of Adapy's Brand Assets.

6: Intellectual Property Rights

6.1 Ownership Recognition: The Contractor explicitly acknowledges that all Intellectual Property Rights associated with Adapy's Products, Brand Assets, and related materials are and shall remain the sole property of Adapy or its licensors. No provision of this Agreement grants, implies, or should be construed as granting the Contractor any ownership interests or claims in Adapy's Intellectual Property Rights. Any advancements, developments, or benefits arising from the Contractor's use of Adapy's Intellectual Property Rights under this Agreement shall inure exclusively to the benefit of Adapy. Furthermore, in the event the Contractor acquires any Intellectual Property Rights related to Adapy's Products through purchase or installation activities, such rights are immediately and irrevocably assigned to Adapy, whether by automatic transfer according to law or otherwise.

6.2 Trademark License: Contingent upon adherence to this Agreement and Adapy's Brand Standards, Adapy hereby grants the Contractor a limited, non-exclusive, non-transferable, and non-sublicensable license to use Adapy's Trademarks within the Territory solely for the purposes of marketing, advertising, and reselling the Products in a manner consistent with the terms herein. This license shall terminate automatically upon the expiration or earlier termination of this Agreement, at which point the Contractor must cease all use of Adapy's Trademarks and make any changes to usage as directed by Adapy. No other rights or licenses, whether express or implied, are granted to the Contractor under this Agreement concerning any of Adapy's Intellectual Property Rights.

6.3 Prohibited Actions: The Contractor is expressly forbidden from any act that would challenge, infringe upon, dilute, or compromise the integrity and ownership of Adapy's Intellectual Property Rights. This prohibition includes, but is not limited to, the following:

- Attempting to register, securing, or attempting to secure any Trademarks that are confusingly similar to those of Adapy.
- Engaging in any activity that may diminish the value or reputation of Adapy's Trademarks or Products.
- Using Adapy's Trademarks as or in domain names, website URLs, or social media handles without express written authorization from Adapy.
- Obscuring, altering, or removing any Trademark notices or proprietary legends on Adapy's Products or related marketing materials.
- Selling or installing any Products that do not prominently feature Adapy's Trademarks in accordance with the guidelines provided by Adapy.

The Contractor is also responsible for ensuring that all such use of Adapy's Trademarks strictly conforms to Adapy's branding guidelines and that all Products distributed or installed by the Contractor bear the correct trademark notices as mandated by Adapy.

7: Term and Termination

7.1 Term: This Agreement shall commence on the Effective Date and shall remain in full force until the first anniversary of said date. Thereafter, it shall automatically renew for successive one-year terms (each a "Renewal Term"), unless either Party provides written notice of its intention not to renew at least sixty (60) days prior to the end of the then-current term. The

Agreement may be terminated earlier by either Party in accordance with the terms herein or as permitted by applicable Law.

7.2 Termination Rights:

- **For Convenience:** Either Party may terminate this Agreement without cause by providing the other Party with a written notice of termination, which shall become effective ninety (90) days from the date of such notice unless a shorter notice period is expressly provided for in this Agreement.
- **For Cause:** Adapy, Inc. may terminate this Agreement immediately upon written notice to the Contractor if:
 - The Contractor fails to make any payment when due and such failure continues for a period of thirty (30) days following written notice thereof;
 - There is a material breach of any provision of this Agreement by the Contractor that, if capable of being cured, is not cured within thirty (30) days after giving of written notice thereof; or
 - The Contractor becomes insolvent, files for any form of bankruptcy, or makes an assignment for the benefit of creditors.

7.3 Effects of Expiration or Termination:

- Upon the expiration or termination of this Agreement, all rights and licenses granted to the Contractor shall immediately cease, including but not limited to the use of Adapy's Trademarks and Intellectual Property.
- The Contractor must immediately stop representing itself as a distributor or installer of Adapy's Products and shall cease all marketing, promotion, and installation activities related to Adapy's Products.
- All outstanding purchase orders shall be deemed null and void unless otherwise agreed upon in writing by Adapy.
- The Contractor is required to promptly return all Confidential Information, marketing materials, and any other property belonging to Adapy. If directed by Adapy, the Contractor shall certify the destruction of any such materials in lieu of return.
- The Contractor shall provide a report to Adapy of all inventory of Products in its possession and, unless otherwise instructed by Adapy, shall follow Adapy's instructions regarding the disposition of such inventory.

8: Confidential Information

8.1 Recognition of Confidentiality: The Contractor acknowledges that during the term of this Agreement, it will have access to information that is treated as confidential and proprietary by Adapy, including but not limited to technical data, trade secrets, business information, customer lists, pricing strategies, marketing plans, and other materials ("Confidential Information"). The Contractor agrees that all such Confidential Information remains the exclusive property of Adapy.

8.2 Obligation of Confidentiality: The Contractor agrees to:

- Maintain the confidentiality of all Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information, but in no event less than a reasonable standard of care.
- Use the Confidential Information solely for the purpose of fulfilling its obligations and exercising its rights under this Agreement.
- Restrict disclosure of Confidential Information solely to those employees, agents, or third parties as is reasonably required and ensure that such persons are subject to non-disclosure obligations at least as protective as those set forth in this Agreement.

8.3 Unauthorized Use or Disclosure: The Contractor shall notify Adapy immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this section, and will cooperate with Adapy in every reasonable way to help Adapy regain possession of the Confidential Information and prevent its further unauthorized use.

8.4 Return or Destruction of Information: Upon termination or expiration of this Agreement, or upon Adapy's written request at any other time, the Contractor shall promptly return or, if specified by Adapy, destroy all copies of the Confidential Information in its possession or control. If destruction is requested, the Contractor shall provide written certification of such destruction to Adapy.

8.5 Exclusions from Confidential Information: Confidential Information shall not include information that:

- Is or becomes publicly known through no fault of the Contractor.
- Is in the possession of the Contractor without restriction in relation to disclosure before the date of receipt from Adapy.
- Is independently developed by the Contractor without access to or reliance on such information.
- Is obtained from a third party without breach of any obligation of confidentiality.

8.6 Survival of Confidentiality: The Contractor's duty to protect the confidentiality of the Confidential Information remains in effect even after the termination of this Agreement and shall continue for as long as such information remains confidential.

9: Limited Product Warranty; Disclaimer

9.1 Warranty Provision: Adapy warrants that the Products sold to Customers under this Agreement shall conform to the specifications detailed in Adapy's official Limited Warranty Statement provided with the Products. This Limited Warranty is expressly in lieu of any other warranties, express or implied, and extends only to Customers as end-users of the Products.

9.2 Contractor's Obligations: The Contractor is obliged to:

- Inform Customers of the scope and duration of the Limited Warranty provided by Adapy at the point of sale.
- Notify Adapy promptly of any warranty claims or issues reported by Customers.

- Assist Adapy in the investigation and resolution of any such warranty claims, including providing necessary documentation, facilitating communication with the Customer, and complying with any Adapy directives related to warranty service.

9.3 Remedies Under Warranty: If a Product is found to be defective within the warranty period as defined in the Limited Warranty Statement, Adapy shall, at its discretion, either repair, replace, or provide a refund for the Product. These remedies are the Customer's sole and exclusive remedies for breach of warranty.

9.4 Exclusions from Warranty: The Limited Warranty does not cover any issues that arise due to:

- Normal wear and tear.
- Unauthorized modifications, misuse, neglect, or abuse of the Product.
- Installation or operation not in accordance with Adapy's official guidelines or improper maintenance.
- Damage caused by external factors, such as accidents, disasters, or any other external causes.

9.5 Disclaimer of Additional Warranties: Adapy expressly disclaims all warranties not stated in this Agreement or the Limited Warranty Statement, including any implied warranties of merchantability or fitness for a particular purpose, and any warranty of title or non-infringement. No verbal or written representations made by Adapy's agents or employees shall create a warranty or in any way increase the scope of Adapy's obligations under this Agreement.

9.6 Contractor's Representation: The Contractor shall not make any warranty representation regarding the Products beyond those provided by Adapy. Any unauthorized warranty representations by the Contractor will be at the Contractor's sole liability and expense.

9.7 Warranty Service Process: The Contractor agrees to direct Customers to Adapy's designated service centers or customer service channels for warranty service claims. The Contractor shall not perform any warranty services without prior written authorization from Adapy.

10: Compliance With Laws

10.1 Legal Compliance: The Contractor shall conduct all activities under this Agreement in strict compliance with all applicable local, state, federal, and international laws, ordinances, regulations, and codes, including but not limited to those related to environmental protection, labor, trade, export control, and data protection.

10.2 Permits and Licenses: The Contractor is responsible for procuring and maintaining all necessary permits, licenses, certifications, and approvals required to perform its obligations herein and to legally conduct its business. This responsibility includes ensuring that all of its Representatives are appropriately licensed and certified as required by their respective roles and the services provided.

10.3 Updates and Notifications: The Contractor agrees to stay informed of and promptly adapt to changes in relevant legal requirements. The Contractor shall immediately notify Adapy of any legal developments that could materially affect its ability to fulfill its obligations under this Agreement or that would require changes to the Products or their marketing.

11: Indemnification

11.1 Scope of Indemnification: The Contractor agrees to indemnify, defend, and hold harmless Adapy, Inc., its Affiliates, and their respective officers, directors, employees, and agents (the "Indemnified Parties") from and against all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees and costs of defense, arising out of or related to:

(a) Any breach of the Contractor's representations, warranties, or obligations under this Agreement. (b) Any negligent or wrongful act or omission of the Contractor or its Representatives which adversely affects Adapy, Inc. or any third party. (c) Any bodily injury, death, or property damage caused directly or indirectly by the Contractor or its Representatives. (d) Any purchases or transactions conducted by the Contractor outside the scope of the Limited Warranty claims provided by Adapy. (e) Any form of misleading or fraudulent advertising, marketing, or representations made by the Contractor. (f) Any alleged or actual infringement, misappropriation, or violation of any third party's rights, including intellectual property rights, as a result of the Contractor's actions under this Agreement.

11.2 Defense and Cooperation: The Contractor will assume the defense of any claim, suit, or proceeding brought against the Indemnified Parties under this section, with legal counsel satisfactory to Adapy. Adapy, Inc. shall provide reasonable cooperation to the Contractor in the defense of any such claim, at the Contractor's expense.

11.3 Limitation on Indemnification: Indemnification hereunder shall not apply to any claim or loss to the extent resulting from Adapy, Inc.'s own willful misconduct or gross negligence.

11.4 Notification and Consent: The Contractor shall provide prompt notice to Adapy of any claim or legal proceeding that arises under this section. Adapy retains the right to participate in the defense of any such claim at its own expense and with counsel of its own choosing.

12: Insurance Requirements

12.1 Insurance Policies: Throughout the Term of this Agreement and extending for a period of twelve (12) months thereafter, the Contractor shall maintain, at its own expense, the following insurance policies with coverage limits not less than the minimums specified below:

- **Commercial General Liability (CGL) Insurance:** This policy shall include coverage for Products-Completed Operations, Personal and Advertising Injury, Property Damage, and Contractual Liability that is applicable to the indemnity obligations under this Agreement. The minimum limits shall be one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.
- **Workers' Compensation Insurance:** Coverage shall meet or exceed the statutory limits required by the jurisdiction in which the Contractor operates and shall include Employer's Liability Insurance.

- **Automobile Liability Insurance:** The Contractor shall maintain Automobile Liability Insurance with limits that are the greater of the Contractor's existing policy limits or the minimum limits required by law.

12.2 Additional Insured: Adapy, Inc. and its Affiliates shall be named as additional insureds on the CGL policy, and such additional insured status shall be evidenced by a Certificate of Insurance to be furnished to Adapy, Inc. upon request.

12.3 Notification of Alterations: The Contractor agrees to promptly notify Adapy, Inc. of any cancellation, significant change, or intention not to renew any of the insurance policies required by this Agreement.

12.4 Waiver of Subrogation: The Contractor agrees to waive any rights of subrogation against Adapy, Inc., its Affiliates, and their insurers, which might arise under any of the required insurance policies.

12.5 Primary Insurance: The insurance obtained by the Contractor shall be considered primary for all purposes and shall not seek contribution from any insurance or coverage available to Adapy, Inc.

12.6 Proof of Insurance: Upon request, the Contractor shall provide Adapy, Inc. with certificates of insurance or other appropriate documentary evidence to verify compliance with the aforementioned insurance requirements.

12.7 Compliance with Terms: The Contractor's procurement of the required insurance shall not relieve the Contractor of any obligations or liabilities under this Agreement, nor shall it interpret as a limitation of liability.

13: Limitation of Liability

13.1 Limitation on Types of Damages: Adapy, Inc. and its Representatives shall not be liable for any special, indirect, incidental, or punitive damages arising out of or connected to this Agreement.

13.2 Cap on Liability: The aggregate liability of Adapy, Inc. for any claims arising under this Agreement, regardless of the form of the action, shall not exceed the total payments actually made to Adapy, Inc. by the Contractor within the one-year period immediately preceding the event giving rise to the claim.

14: Survival

14.1 Provisions including Sections 8 (Confidential Information), 9 (Limited Product Warranty; Disclaimer), 11 (Indemnification), 12 (Insurance), and this Section 14, as well as all other provisions necessary to interpret and enforce the Parties' rights and obligations, shall survive the expiration or termination of this Agreement.

15: Force Majeure

15.1 Neither Party shall be liable for any failure or delay in performance under this Agreement due to circumstances beyond their reasonable control, including, without limitation, acts of God, natural disasters, acts of war or terrorism, governmental action or interruption of telecommunications or power supply (a "Force Majeure Event").

16: Further Assurances

16.1 The Contractor agrees to perform any additional actions and execute any documents that may be necessary to give full effect to the terms and intentions of this Agreement.

17: Notices

17.1 All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be considered given when received by the intended recipient via one of the following methods: personal delivery, registered or certified mail, national courier service, facsimile, or electronic mail.

18: Amendments

18.1 Any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both Parties and expressly identified as an amendment to this Agreement.

19: Waivers

19.1 A waiver by either Party of any term or condition of this Agreement in any instance shall not be deemed a permanent waiver of such term or condition or a waiver of any subsequent breach thereof.

20: Severability

20.1 If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any Party.

21: Entire Agreement

21.1 This Agreement, including all documents incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, both written and oral, relating to the subject matter hereof.

22: Assignment and Delegation

22.1 The Contractor shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Adapy, Inc., which shall not be unreasonably withheld.

23: Successors and Assigns

23.1 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

24: Third Party Beneficiaries

24.1 This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement, except for the Indemnified Parties in Section 11.

25: Governing Law

25.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without giving effect to any choice or conflict of law provision or rule.

26: Forum Selection

26.1 Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of Wyoming, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

27: Waiver of Jury Trial

27.1 Each Party hereby waives any right to a trial by jury in any action arising out of or related to this Agreement.

28: Cumulative Remedies

28.1 All remedies provided in this Agreement are cumulative and are in addition to any other remedies available to either Party at law or in equity.

29: Attorneys' Fees

29.1 In the event of litigation relating to the subject matter of this Agreement, the prevailing Party shall have the right to collect from the other Party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

30: Construction

30.1 The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rules of strict construction shall be applied against any Party.

31: Counterparts

31.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed counterpart's signature page by facsimile, email, or other electronic means shall be

Exhibit A Territory Designation

This Exhibit A forms an integral part of the Distributor/Installer Agreement ("Agreement") by and between Adapy, Inc. ("Adapy") and [Contractor's Name] ("Contractor"), effective as of [Effective Date].

1. Designated Territory for Contractor Operations

The Contractor is exclusively authorized to market, distribute, and install Adapy's products from the following geographic area(s):

The designated territory includes the following specific boundaries and locations and is only offered to dealers that qualify based on Adapy's Territory requirements. (See FAQ's)

- Boundary: Within 30 miles from the designated address above

2. Additional Territory Notes

- Any expansions or reductions to the above-defined territory must be documented in a written amendment to this Exhibit A and agreed upon by both Adapy and the Contractor.
- The Contractor is not authorized to engage in sales or promotional activities beyond the specified boundaries without obtaining prior written consent from Adapy.
- All requests for territorial expansion or engagement in activities outside of the designated area must be submitted in writing to Adapy.

I hereby acknowledge that I have received, read, and understand the following documents provided by Adapy:

Adapy's Adherence Policy

Located at: <https://www.adapy.com/adherence-policy>

Adapy's Installation Fee Schedule

Located at: <https://www.adapy.com/fee-schedule>

Adapy's Brand Standard

Located at: <https://www.adapy.com/brand-standard>

Adapy’s Official Installation Guide

Located at: <https://www.adapy.com/installation-guide>

HIPAA Compliance Toolkit

Located at: <https://www.adapy.com/hippa-compliance>

Adapy’s Installation Guidelines

Located at: <https://www.adapy.com/installation-guideline>

Adapy’s Warranty Statement

Located at: <https://www.adapy.com/warranty-statement>

Acknowledgment

By their signatures below, both Adapy and the Contractor acknowledge and agree to the specified territory as the exclusive area for the Contractor's operations under the terms of the Agreement.

Adapy, Inc. Signature:

Contractors Signature:

Date:

Date:

Name: Aaron Werner

Name:

Title: CEO

Title:

Signature:

Signature:





ORIGINAL EQUIPMENT MANUFACTURER (OEM) AUTHORIZED DEALER/DISTRIBUTOR

Date:

SUBJECT: **Adapy, Inc.** – Authorization of

To Whom it May Concern:

This is to certify that **Adapy, Inc.** hereby names _____ as its authorized
(dealer/distributor) and is a fully authorized distributor/dealer for all **Adapy, Inc.** products.

The products distributed to _____ by **Adapy, Inc.** are hereby guaranteed to be safe, are not counterfeit or adulterated devices, have maintained adequate storage conditions, and any warranties and service and/or preventative maintenance agreements are transferred and will be honored by **Adapy, Inc.** or **Adapy, Inc.** extends to _____ the authorization to fulfill all warranty, service, and/or preventative maintenance obligations for the equipment on our behalf.

A handwritten signature in black ink, appearing to read "Aaron Werner", with a long horizontal line extending to the right.

Aaron Werner
CEO Adapy, Inc