

AUTHORIZED DEALER AGREEMENT

This authorized Dealer agreement (“Agreement”) is entered into by and between Titan Defense, LLC, a corporation organized and existing under the laws of the State of Arizona, United States of America, (“Titan Defense”), with offices at 16585 N. 92nd Street, Suite B108, Scottsdale, AZ 85260 and

Company Name: _____ (“Dealer”), with offices at:

Address: _____

WHEREAS, Dealer has requested to participate in Titan Defense's Authorized Dealer Program, (as defined below) under which Titan Defense's authorized dealers are permitted to market, promote, and sell Titan Defense's products in the United States, subject to each authorized dealer's compliance with the terms of the Authorized Dealer Program including the terms of this Agreement.

WHEREAS, Dealer has confirmed to Titan Defense that it has the expertise to market, promote, and sell Titan Defense's products in the United States.

WHEREAS, based on such assurances and commitments, Titan Defense desires to authorize Dealer to participate in Titan Defense's Authorized Dealer Program and provide such marketing, promoting and selling of products in the United States.

NOW, THEREFORE, in consideration of the promises and mutual obligations hereinafter set forth the parties hereto agree as follows:

1. **DEFINITIONS.**

The following terms used in this Agreement are defined as follows:

- A. “Authorized Dealer Application” means the written application submitted by Dealer (if applicable) in connection with its application to the Titan Defense Authorized Dealer Program.
- B. “Authorized Dealer Program” means Titan Defense's commercial Product dealer program as described in its “Authorized Dealer Program” Program Documentation.
- C. “Customers” means any end user customer of Dealer in the Territory which purchases Products from Dealer for end use and not for resale or further distribution.
- D. “Dealer Classification” means one or more of Titan Defense's dealer programs described in the Program Documentation based on Dealer's eligibility as specified in Attachment 1 hereto.
- E. “Dealer Information” means any written or oral information supplied by Dealer in connection with its request to participate in Titan Defense's Authorized Dealer Program, including (if applicable) information contained in Dealer's Authorized Dealer Application.
- F. “Person” means any individual, corporation, company, voluntary association, partnership, joint venture, trust, unincorporated organization, or government (or any agency, instrumentality, or political subdivision thereof).
- G. “Product” or “Products” means goods manufactured and/or procured by Titan Defense, listed in Titan Defense's Price List, identified herein within EXHIBITS. Titan Defense may unilaterally amend Titan Defense's Price List at any time, for any purpose, in its sole discretion.
- H. “Program Documentation” means Titan Defense's published documentation that describes various sales programs, including the Authorized Dealer Program and the program requirements and benefits applicable to each of the Dealer Classifications.

- I. "Terms and Conditions" shall mean Titan Defense's Terms and Conditions of Sale, included herein within EXHIBITS. Titan Defense may unilaterally amend the Terms and Conditions at any time, for any purpose, in its sole discretion.
- J. "Territory" means either a geographic area, certain market and/or sales channels described in Attachment 1 hereto. Dealer's Territory is exclusively limited to the United States. Sales into an international territory require a separate and distinct agreement.
- K. "Warranty" means the warranty identified in the applicable Terms and Conditions. Warranty periods vary depending on Product.
- L. "Wholesale Distributor" or "Distributor" means a third party wholesaler and member of Titan Defense's Authorized Wholesale Distributor Program that (i) purchases Products for its own account at prices specified in an agreement and takes title to those Products; and (ii) sells Products in whole lots and sometimes offers quantity discounts.

2. APPOINTMENT OF DEALER AND SCOPE OF AGREEMENT.

- A. Subject to the applicable Terms and Conditions and for the duration of this Agreement, Titan Defense appoints Dealer as an independent dealer for purchase and resale of Titan Defense Products solely to Customers within approved sales channels and only for US Domestic sales (within the United States). Business opportunities related to: Dept of Defense, Federal Law Enforcement, and International business are specifically handled and approved on case by case basis by Titan Defense's International and Government Business Team.
- B. Dealer acknowledges that its appointment hereunder is nonexclusive. Titan Defense reserves the right to appoint consultants, distributors, representatives or additional Dealers for the promotion or sale of the Products to any customers in the Territory, including Customers as defined herein.
- C. Dealer acknowledges that this Agreement along with all exhibits referenced herein shall govern the distribution and sale of the Products covered by this Agreement. Dealer acknowledges that Titan Defense has unilaterally established certain policies and procedures that are applicable to all authorized dealers participating in Titan Defense's Authorized Dealer Program and copies of such policies and procedures have been provided to Dealer. Dealer acknowledges and confirms that it has read and understands the requirements set forth in the Authorized Dealer Program documents and any other applicable Program Documentation.

3. REPRESENTATIONS AND WARRANTIES OF DEALER.

Dealer represents and warrants to Titan Defense that:

- A. Dealer (i) is a corporate entity duly organized, validly existing and in good standing under the laws of the United States or if an individual, a citizen of the United States; (ii) has its principal place of business located at its address set forth above; (iii) has all requisite corporate or other power, and has all required governmental licenses, authorizations, consents, and approvals necessary to own its assets and carry on its business as now being or as proposed to be conducted; and (iv) is qualified to do business and is in good standing in all jurisdictions in which the services required to be performed by it under this Agreement makes such qualifications necessary.
- B. Except as disclosed in writing prior to the date of this Agreement, there are no legal or arbitral proceedings, or any proceedings by or before any governmental or regulatory authority or agency, now pending or (to the knowledge of Dealer) threatened against Dealer.
- C. Upon the execution and delivery of this Agreement, the performance of obligations hereunder or compliance with the terms and provisions hereof will not conflict with or result in a breach of, or require any consent under, the charter or by-laws (or comparable organizational documents)

of Dealer, or any applicable law or regulation, or any order, writ, injunction, or decree of any court or governmental authority or agency, or any agreement or instrument to which Dealer is a party or by which Dealer is bound or to which it is subject, or constitute a default or breach under any such agreement or instrument.

- D. Dealer has all necessary corporate and other power, authority and legal right to execute, deliver and perform its obligations hereunder; the execution, delivery and performance by Dealer of this Agreement have been duly authorized by all necessary corporate and other action on its part; and this Agreement has been duly and validly executed by Dealer and constitutes its legal, valid, and binding obligations, enforceable against Dealer in accordance with its terms.
- E. All Dealer Information supplied by Dealer is and will be complete, truthful and accurate, and that Dealer shall not obtain on Titan Defense's behalf or provide to Titan Defense any information which is not legally available or which is procurement sensitive, proprietary or classified where there is reason to believe that possession of such information is unauthorized, illegal or unethical.
- F. Dealer agrees, in performing the duties required under this Agreement, to comply with the requirements of all applicable state or Federal laws, rules, regulations and orders of governmental or regulatory authorities and shall take no action which would subject Titan Defense to penalties under any laws, rules, regulations and orders.
- G. Dealer agrees, in connection with its distribution of Products hereunder, it has not and will not make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, to any official of any government or any agency or instrumentality thereof; to any foreign political party or official thereof or any candidate for foreign political office; or to any person while knowing (or being aware of any probability) that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any foreign official, any foreign political party or official thereof, or any candidate for foreign political office in violation of the United States Foreign Corrupt Practices Act (FCPA) or other laws of the United States.
- H. In respect of any business Dealer may assist or may have assisted in obtaining for Titan Defense, either directly or indirectly, under this Agreement or otherwise, it shall not pay, offer, or agree to pay any political contributions.
- I. Dealer has not and will not pay or tender, directly or indirectly, any commission or finders or referral fees to any Person in connection with its activities on behalf of Titan Defense without the prior written approval of Titan Defense.
- J. Dealer is familiar with and will comply in all respects with U.S. laws, regulations, and administrative requirements applicable to Titan Defense's relationship with Dealer 5 including, but not limited to the Foreign Corrupt Practices Act (FCPA); International Traffic In Arms Regulations (ITAR); Export Administration Act, as amended (EAR); the Antiboycott Regulations and Guidelines issued under the Export Administration Act, as amended; Section 999 of the Internal Revenue Code (Antiboycott Regulations); and the Office of Foreign Assets Control (OFAC) Regulations.
- K. At all times Dealer is prohibited from marketing, promoting, selling or exporting Products outside of the United States without a separate and distinct International Consultant, Distributor or Representative Agreement with Titan Defense.
- L. At all times Dealer shall act in the best interest of Titan Defense and shall take no actions which are or may be detrimental to Titan Defense.
- M. Dealer shall comply with the applicable Terms and Conditions. Dealer hereby acknowledges receipt of a copy of the Terms and Conditions and by execution of this Agreement, Dealer warrants and certifies that it fully understands said documents and that Dealer will do nothing in the performance of the services required under this Agreement which will be in conflict with said documents.

- N. Dealer acknowledges and agrees that failure or refusal to promptly furnish any required disclosure or documentation upon request from Titan Defense shall be the basis for immediate termination of this Agreement.
- O. Dealer certifies that none of its principal officers or employees has been convicted of or pleaded guilty to any offense involving fraud, corruption, or moral turpitude and that it is not now listed by any government agency as debarred suspended, proposed for suspension or debarment, or otherwise ineligible for U.S. Government procurement programs.
- P. Dealer agrees to give prompt written notice in the event that, at any time during the term of this Agreement, Dealer has failed to comply with or has breached any of its warranties hereunder. In the event Dealer has not so complied or has breached any of its warranties hereunder, this Agreement shall be terminated from the time of such non-compliance or breach.

4. REPRESENTATIONS AND WARRANTIES OF Titan Defense.

Titan Defense warrants that it does not desire and will not request any service or action by Dealer That would or might constitute a violation of the Foreign Corrupt Practices Act or any other Federal or state law, regulations or administrative requirement.

5. DEALER RESPONSIBILITIES.

Dealer shall, for the duration of this Agreement and at its sole expense:

- A. Exercise its best efforts to promote the use and sale of Products in the Territory.
- B. Maintain (i) satisfactory office space and facilities for the sale of Products; (ii) staff sufficient in numbers and skill to perform successfully promotion and sales functions; and (iii) a suitable stock of Products, related spare parts and equipment, and Titan Defense's current sales material and samples. Dealer shall not use any advertising or promotional materials that Titan Defense did not provide unless Dealer shall have obtained Titan Defense's prior written approval. 6
- C. Provide Titan Defense with financial statements of Dealer (and any guarantor of the accounts of Dealer) as Titan Defense may request in writing.
- D. Dealer shall notify Titan Defense in writing within three (3) days of Dealer's receipt of any notice of threatened or actual litigation for claims made by Dealer's Customers or other parties involving the Products sold to Dealer hereunder.

6. DISTRIBUTION RIGHTS FOR PRODUCTS.

Subject to the terms and conditions of this Agreement, through Dealer's participation in Titan Defense's Authorized Dealer Program, Dealer may acquire Products for resale by Dealer for Dealer's own account either directly from Titan Defense or from Titan Defense's authorized Wholesale Distributors. Titan Defense's sale of such Products will be at the price set forth in Titan Defense's Price List. Each authorized Wholesale Distributor establishes its own price for Products it sells to Dealer. If Titan Defense does not have an established list price for a particular Product, Titan Defense shall, upon written request of Dealer, quote a price, exclusive of transportation, insurance, duties, taxes and other governmental charges, which shall not be subject to any discount. Prices and discounts are subject to change, and any Product may be discontinued at any time, at the sole discretion of Titan Defense. Titan Defense will endeavor to give thirty (30) days written notice to Dealer of any change in previously specified prices and/or discounts, but shall have no liability for any failure to do so.

7. Titan Defense ACCEPTANCE AND TERMS OF SALE.

- A. No order shall be binding on Titan Defense until duly accepted in writing by an authorized signatory of Titan Defense. Titan Defense shall have no obligation to accept any order submitted by Dealer and shall have no obligation to ship an accepted order unless the terms of payment and any extension of credit by Titan Defense are satisfactory to Titan Defense, in its sole discretion, at the time for shipment. Titan Defense's obligations hereunder are subject to applicable U.S. and foreign laws and regulations, including the applicable U.S. export control laws. Dealer shall comply with all such applicable laws upon resale, retransfer, or other disposition of the Products.
- B. Titan Defense's standard Terms and Conditions shall govern all sales to the Dealer by Titan Defense or a Wholesale Distributor under this Agreement. Titan Defense shall not be bound by any variation of such Terms and Conditions unless made or accepted in writing by an authorized official of Titan Defense.
- C. Dealer shall make payment to Titan Defense in accordance with payment terms specified in the Terms and Conditions or as otherwise specified by Titan Defense in writing. To the extent Dealer shall fail to make payment as specified therein, or if for any other bona fide reason Titan Defense deems itself to be insecure as to payment, Titan Defense may, at its sole discretion, demand that Dealer make full or partial payment in advance or provide other satisfactory security or guarantees that invoices will be promptly paid when due.
- D. All Product sales are subject to Titan Defense's standard Warranty in effect at the time of shipment for the sole benefit of Customers, as outlined in the applicable Terms and Conditions. Dealer shall provide Titan Defense's warranty to Customers in connection with sales of the Products, provided, however, that (i) such Warranty is subject to all limitations set forth in the Terms and Conditions,; and (ii) Products returned under Titan Defense's Warranty must be in accordance with Titan Defense's RMA process described in the Terms and Conditions. Titan Defense shall have no liability, and Dealer shall indemnify Titan Defense under the terms of Section 22 in this Agreement, with respect to any warranty given by Dealer (i) with respect to Products that have been altered without Titan Defense's prior written authorization, or (ii) that differs in any respect from Titan Defense's standard Warranty in effect at the time of sale to the customer.
- E. OTHER THAN Titan Defense's STANDARD WARRANTY IN EFFECT AT THE TIME OF SHIPMENT,AS OUTLINED IN THE APPLICABLE TERMS AND CONDITIONS, WHICH IS MADE FOR THE BENEFIT OF DEALER'S CUSTOMERS, THERE IS NO EXTENDED OR OTHER WARRANTY EXPRESSED OR IMPLIED APPLICABLE TO THE PRODUCTS. IN THE ABSENCE OF PRIOR WRITTEN PERMISSION FROM Titan Defense, DEALER IS NOT AUTHORIZED TO MAKE ANY ADJUSTMENTS OR REPLACEMENTS OF PRODUCTS. DEALER AGREES TO EXTEND NO WARRANTY TO ITS CUSTOMERS ON A PRODUCT BEYOND Titan Defense's STANDARD WARRANTY, IF ANY, OFFERED TO THE USER ON SUCH PRODUCT BY Titan Defense.
- F. In no event shall Titan Defense be liable to Dealer, or anyone claiming through Dealer, for any loss or damage or delay in or failure of delivery due to (i) any cause beyond Titan Defense's reasonable control; (ii) any act of God, act of the purchaser, embargo, strike, slowdown, or other labor disturbance, war, riot, delay in transportation, (iii) inability to obtain necessary labor, materials, components, supplies or facilities; (iv) any breach of the Terms and Conditions by a Dealer or Wholesale Distributor; or (v) inability to obtain necessary export licenses, import licenses, exchange permits, etc.

8. LIMITATION OF LIABILITY.

TITAN DEFENSE'S LIABILITY FOR COSTS OR DAMAGES ALLEGEDLY INCURRED BY DEALER ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT SHALL BE STRICTLY LIMITED AS PROVIDED UNDER THE TERMS AND CONDITIONS APPLICABLE TO THE PRODUCTS THAT WERE PURCHASED BY DEALER UNDER THIS AGREEMENT. IN NO EVENT SHALL TITAN DEFENSE'S BE LIABLE TO DEALER OR ANYONE CLAIMING THROUGH DEALER FOR LOST PROFITS, OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, OR IN CONNECTION WITH CLAIMS MADE AGAINST TITAN DEFENSE'S, WHETHER SUCH CLAIMS ARE ALLEGED TO ARISE IN CONTRACT, TORT, OR ANY OTHER THEORY OF LAW.

9. ASSIGNMENT.

- A. Dealer shall not subcontract, delegate, or assign any of its rights or obligations under this Agreement without the prior written consent of Titan Defense. Any purported delegation, assignment, or transfer by Dealer of all or part of this Agreement or of any rights or obligations arising hereunder without the prior written consent of Titan Defense shall be void as to Titan Defense's obligations hereunder from the time of such delegation, assignment, or transfer, and shall be considered the basis for immediate termination of this Agreement
- B. Titan Defense may assign its rights hereunder to its parent or other subsidiaries of the parent, or any affiliate, successor in interest or other third party. Titan Defense may transfer or novate its rights and obligations hereunder to its parent or other subsidiaries of the parent, or any affiliate, successor in interest or other third party, including in connection with a merger, consolidation, sale of stock, sale of all or substantially all assets or other change of control transaction.

10. NON-DISCLOSURE OF PROPRIETARY OR CONFIDENTIAL INFORMATION.

- A. Dealer agrees not to disclose to others without the prior written consent of Titan Defense, either during or subsequent to the term of this Agreement, any proprietary or confidential information, knowledge or data of Titan Defense which Dealer may receive or have access to during the term of this Agreement, including proprietary or confidential information of Titan Defense, its parent and affiliates or of others, which has come into Dealer's possession, such as, but not limited to, business plans, marketing information, cost estimates, forecasts, bid and proposal data, financial data, formulae, compositions, Products, processes, procedures, inventions, systems, or designs. Except as may strictly be required by its obligations under this Agreement, Dealer shall not use or reproduce any information or data furnished by Titan Defense Hereunder.
- B. Dealer may not release any information with respect to this Agreement or the subject matter thereof without the prior express written approval of Titan Defense. Dealer shall not disseminate press releases, responses to press, advertisements, brochures, etc. which have not been authorized by Titan Defense for public release.
- C. All materials to which Dealer has access or were furnished or otherwise made available by Titan Defense to Dealer shall be and remain the property of Titan Defense. Upon expiration or termination of this Agreement or upon request of Titan Defense, Dealer shall, within thirty (30) days of such request, return to Titan Defense all such materials, documents, and information, including any proprietary data, and all reproductions thereof then in Dealer's possession or control; and Dealer shall surrender all information or proprietary data developed by Dealer in connection with this Agreement, unless the information has been certified by an authorized

representative of Dealer as having been destroyed or the retention of the information is authorized in writing by Titan Defense.

- D. Dealer's obligations of confidentiality under this Section 10 shall survive five (5) years after the date of termination or expiration of this Agreement. Dealer shall safeguard Titan Defense trade secrets in perpetuity or for so long as such information remains a trade secret under applicable law, whichever occurs first.
- E. Titan Defense may seek damages for any violation of Dealer's obligations of confidentiality under this Section 10, as well as an injunction against any continuing violation of such obligations.

11. **TERM AND TERMINATION.**

- A. **Term.** This Agreement shall become effective upon execution by all parties ("Effective Date") and, unless earlier terminated in accordance with the provisions of Section 11, shall automatically expire without written notice two (2) years from the Effective Date. This Agreement may thereafter be renewed only with the written agreement of both parties.
- B. **Termination.**
 - i. Titan Defense may terminate this Agreement at will, without any cause whatsoever, upon thirty (30) days written notice to Dealer.
 - ii. If one or more of the following events shall occur, Titan Defense may terminate this Agreement upon written notice to Dealer, and the Agreement shall automatically terminate on the date of Dealer's receipt of such notice:
 - a) Insolvency or bankruptcy of Dealer; or the termination, dissolution or liquidation (as a matter of law or otherwise) of Dealer;
 - b) The filing or commencement by or against Dealer of a petition or proceeding seeking its reorganization, liquidation, dissolution, arrangement or winding-up or the composition or readjustment of its debts or other relief under the laws of insolvency or bankruptcy in any country or jurisdiction; or the commencement of any proceeding by any Person seeking the termination, dissolution or liquidation of Dealer;
 - c) The merger of Dealer with or into another Person, or any other transaction effecting a substantial change in control or ownership of Dealer;
 - d) Breach by Dealer of any other provision hereof; or in the event that any other representation, warranty or certification made or deemed made by Dealer herein shall have been false or misleading as of the time made or furnished or shall be false or misleading at any time during the term of this Agreement;
 - e) Failure of Dealer to comply with the Code of Conduct; or
 - f) Any law, regulation, ordinance or policy that is adopted or in effect in the United States that would restrict Titan Defense's termination rights or otherwise invalidate any provisions of this Agreement.
 - iii. The following provisions shall apply upon any termination or expiration of this Agreement:
 - a) Titan Defense may determine at its sole discretion whether Dealer shall (i) have the right to sell its existing inventory of the Products; or (ii) be required to resell its existing inventory of Products to, or receive credit for inventory from, Titan Defense. Any such repurchase or credit shall be at Titan Defense's then current prices less any applicable discounts or at the net price paid by Dealer, whichever is lower, and shall apply only to inventory that is in its original packaging, is unopened, and is otherwise in its original, salable condition. Titan Defense may specify its option in a written notice provided to Dealer upon expiration or termination of this Agreement.

b) Upon Titan Defense's repurchase of Dealer's inventory of Products or upon Dealer's final sale of its inventory of Products under the provisions of Section 11B(iii)(a) above, Dealer shall (i) cease all marketing and sales of Products and any other activities performed with respect thereto; (ii) cease all use of proprietary or confidential information of Titan Defense; (iii) remove from its property and discontinue all use, directly or indirectly, of trademarks, designs, and markings owned or controlled, now or hereafter, by Titan Defense, or of any word, title, expression, trademark, design, or marking that, in the opinion of Titan Defense, is confusingly similar thereto; (iv) turn over to Titan Defense Dealer's current customer mailing list; and (v) take such action as is necessary to terminate Dealer's registration as Titan Defense's Dealer with any governmental authority.

c) All indebtedness of Dealer to Titan Defense shall become immediately due and payable without further notice or demand, which is hereby expressly waived, and Titan Defense shall be entitled to reimbursement for any reasonable attorneys' fees that it may incur in collecting or enforcing payment of such obligations.

d) Titan Defense's repurchase of Dealer's inventory of Products, or Dealer's right to sell such inventory if not so repurchased by Titan Defense pursuant to Section 11B(iii)(a) in this Agreement, shall constitute Dealer's sole remedy for the termination or expiration of this Agreement and shall be in lieu of all other claims that Dealer may have against Titan Defense as a result thereof. Under no circumstances shall Titan Defense be liable to Dealer by reason of termination or expiration of this Agreement for compensation, reimbursement, or damages for loss of prospective compensation, good will or loss thereof, profits, or expenditures investments, leases or any type of commitment made in connection with the business of Dealer or in reliance on the existence of this Agreement.

12. FULL DISCLOSURE.

Subject to U.S. laws and regulations, Dealer agrees that full disclosure of the existence and terms of this Agreement, including the compensation provisions, may be made at any time and for any reason to whomever Titan Defense determines has a legitimate need to know such terms, including, without limitation U.S. government organizations.

13. INDEPENDENT CONTRACTOR.

Dealer is and shall be considered for all purposes to be an independent contractor in relation to Titan Defense under this Agreement. This Agreement does not make either party the agent or legal representative of the other for any purpose or grant any right or authority to assume or create, directly or indirectly, any obligation or responsibility, expressed or implied, on behalf or in the name of the other, or to bind the other in any manner.

14. RIGHT OF SET-OFF.

Titan Defense shall be entitled at all times to set off any amount owing or damages due at any time from Dealer to Titan Defense against any amount payable at any time by Titan Defense to Dealer in connection with this Agreement.

15. CHOICE OF LAW.

This Agreement shall be governed by, subject to, and interpreted according to the laws of the State of Arizona, U. S. A., without regard to its conflict of law rules.

16. RECORDS.

Dealer agrees that Titan Defense or any of Titan Defense's duly authorized representatives shall, during the term of this Agreement and for five (5) years after final payment has been made under this Agreement, have access to and the right to inspect and examine during business hours any relevant books, documents, papers and records of Dealer involving transactions related to this Agreement.

17. COOPERATION.

In the event a dispute arises between Titan Defense on the one hand and a customer of Dealer or any other person on the other hand concerning any of the Products covered by this Agreement, Dealer agrees to provide to Titan Defense any assistance that may be required, including but not limited to, the provision of such documents and testimony as may be reasonably requested by Titan Defense. Such obligation shall continue after the expiration or termination of this Agreement.

18. NON-WAIVER OF BREACH.

The failure by a party to this Agreement to assert any or all of its rights upon any breach of this Agreement by the other shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment. No written waiver of any right shall extend to or affect any other right such party may possess, nor shall such written waiver extend to any subsequent similar or dissimilar breach.

19. SEVERABILITY: PARTIAL INVALIDITY.

If any provision of this Agreement, or the applicability of such provision, shall be held illegal or unenforceable, the remainder of the Agreement shall not be affected thereby.

20. DISPUTES AND WAIVER OF JURY TRIAL.

The exclusive forum for the resolution of any and all disputes arising out of or in connection with this Agreement shall be a court of appropriate jurisdiction located in the State of Arizona, U.S.A.

EACH PARTY HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. 12 EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, AND (II) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY.

21. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT.

- A. Dealer shall promptly report to Titan Defense in reasonable written detail each notice or claim of patent infringement, copyright infringement or invasion of any right of privacy of which Dealer has notice or knowledge and which arises during the term of this Agreement and which relates to the use of any Products or any advertising or promotion of the Products or any materials provided by Titan Defense or a Dealer hereunder.

- B. In the event of litigation against Titan Defense or its customer(s) on account of any claim of patent infringement, copyright infringement, or invasion of any right of privacy arising during the term of this Agreement and which relates to the use of any Products furnished under this Agreement, Dealer shall furnish Titan Defense upon request all evidence and information in possession of Dealer pertaining to such litigation or any advertising or promotion of the Products or any materials provided by Titan Defense or a Dealer hereunder.

22. INDEMNIFICATION.

Dealer hereby agrees to indemnify and hold harmless Titan Defense, its employees, customers, assigns and others as to any claim asserted against Titan Defense or its parent corporation or other subsidiaries or any affiliates (an "Affiliate") and its or its Affiliates employees, customers, assigns, or others alleging any liability arising out of (a) any breach by Dealer of a representation, warranty or covenant of this Agreement; or (b) any negligent or intentional wrongful acts of Dealer or its employees, agents, associates, or assigns that occur during the term of this Agreement. Dealer's liability under this Section 22 shall include, but is not limited to, damages (including consequential and punitive damages), costs, fees, and expenses incurred by any of the indemnified parties arising from such claims.

23. NOTICE.

All formal notices or communications hereunder shall be sent by email or facsimile transmission, followed by a signed copy sent by commercial mail or courier, and shall be deemed to have been given when transmitted.

- A. Notice to Titan Defense shall be addressed to: Titan Defense, LLC Attention: Russel Gundlach 16585 N. 92nd Street, Suite B108, Scottsdale, AZ 85260 Email: russel@titandefense.com
- B. Notice to Dealer shall be addressed to the individual duly authorized to execute this Agreement.
- C. Written notification of change in address, telephone, fax or contact person is required to be provided by either party to the other party in accordance with the requirements of this Section 23.

24. INCORPORATION BY REFERENCE.

The articles and terms and conditions set forth in the attached exhibits and attachments are hereby incorporated by reference and made a part of this Agreement as if they had been set forth in full herein.

25. Titan Defense CONTACT.

The individual designated as the authorized signatory of this Agreement shall be Dealer's primary point of contact with Titan Defense and is responsible for reviewing Dealer's performance hereunder.

26. Titan Defense TRADEMARKS AND TRADE NAME.

- A. Dealer agrees it will not use in any way Titan Defense's trademarks and trade name unless Titan Defense provides prior written approval for the use, and it will not publish or cause to be published any statement, or encourage or approve any advertising or practice which may be detrimental to the good name, trademarks, good will or reputation of Titan Defense or its Products and services. Dealer further agrees to withdraw any

statement and to discontinue any advertising or practice deemed by Titan Defense To have such effect.

- B. Dealer shall in no way alter any trademark or trade name on Products or other merchandise supplied to it under this Agreement and shall not use or register the same or any trademarks or trade names similar to Titan Defense's unless Titan Defense provides prior written approval. Such approval in no way confers any rights to such trademarks or trade names on the Dealer, and any rights inadvertently acquired shall immediately inure to the benefit of, and automatically be transferred to Titan Defense. In accordance with the provisions of Section 11 of this Agreement, the Dealer shall immediately discontinue use of all Titan Defense's trademarks and trade names upon termination or expiration of this Agreement.

27. INTEGRATION.

This Agreement incorporates all prior negotiations of the parties, constitutes the full understanding and entire agreement between the parties and supersedes any and all prior oral and written statements, understandings, and agreements with respect to the subject matter hereof. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement shall be binding unless set forth in writing and signed by the party to be charged. Both parties hereby waive the right to assert any claim against the other, its employees, customers, or assigns based upon any oral representation, statement, promise or agreement whether made before or after the date of this Agreement, except any statements, information or representations made by Dealer as part of its Dealer Information or otherwise in connection with Dealer's 14 request to participate in Titan Defense's Authorized Dealer Program. Neither party has relied upon any representations or statements of the other except as stated in this Agreement.

28. CUMULATIVE RIGHTS.

Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies.

29. HEADINGS.

The section headings used herein are for convenience of reference only and shall not be deemed a part of this Agreement, and no construction or inference shall be derived therefrom.

30. ORDER OF PRECEDENCE

Any inconsistency or conflict between this Agreement and any referenced documents hereunder, shall be resolved by giving precedence in the following order:

- a. This Agreement
- b. Terms and Conditions of Sale
- c. Price List
- d. Applicable Program Documentation

31. SURVIVAL

The obligations of the parties hereunder which by their very nature survive the termination or expiration of the Agreement shall survive and inure to the benefit of the Parties, including sections 5D, 8, 9, 10, 11B(iii), 15, 16, 17, 20, 21, 22, and 26. In addition, all terms and conditions of this Agreement that apply to the sale of Products by

Dealer after termination if permitted by Titan Defense pursuant to Section 11B(iii) shall survive termination with respect to such sales by Dealer.

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

Titan Defense, LLC

Signature: _____

Name:: _____

Title: _____

Date: _____

Phone: _____

Email: _____

Dealer Name _____

Signature: _____

Name:: _____

Title: _____

Date: _____

Phone: _____

Email: _____

Attachment 1
Dealer Classification

Sales Channels: [list specific store(s) and location(s) below]

Selling on internet: [list all website(s), and DBA(s)]

Dealer Classification: (select one)