

## WHOLESALE TERMS AND CONDITIONS

1. **TERMS AND CONDITIONS.** These Wholesale Terms and Conditions of sale (these “**Terms**”) are the only terms which govern the sale of Products to the wholesale buyer purchasing such Products (“**WHOLESALER**”). The purchase of Products by WHOLESALER, whether from Aira, Inc., a Delaware corporation, with its principal place of business at 2048 N 44th Street, Phoenix, Arizona 85008 (“**AIRA**”) or its independent authorized distributor (“**Authorized Distributor**”, and as applicable, with AIRA, the “**Seller**”), is conditional on WHOLESALER’S agreement to these Terms. These Terms prevail over WHOLESALER’S terms and/or conditions any other terms and/or conditions of purchase regardless of whether or when WHOLESALER has submitted any purchase order, sales confirmation or any such document. Fulfillment of WHOLESALER’S order by Seller does not constitute acceptance of any of WHOLESALER’S terms and/or conditions and does not serve to modify or amend these Terms. ANY ADDITION, CHANGE, OR DELETION BY WHOLESALER IN ANY PURCHASE ORDER OR OTHERWISE SHALL BE DEEMED A MATERIAL ALTERATION AND IS EXPRESSLY REJECTED BY SELLER. These Terms apply to any replacement Products provided by Seller.

2. **PURCHASE OF AIRA PRODUCTS.** This Section applies for purchases of AIRA Products directly from AIRA. The WHOLESALER shall submit to AIRA written purchase orders for AIRA Products, at least twelve (12) weeks (the “**Submission Period**”) prior to the specified delivery date (each a “**Purchase Order**” and collectively the “**Purchase Orders**”). AIRA may, in its sole discretion, agree to shorten or extend the Submission Period for WHOLESALER. Each Purchase Order shall state the order quantity, specifications and requested delivery date. The terms and conditions of these Terms shall apply to any Purchase Order, regardless of whether these Terms or its terms and conditions are expressly referenced in that Purchase Order. No inconsistent or additional term or condition in any Purchase Order or any acknowledgment or sale document from WHOLESALER shall be applicable to Purchase Orders placed by WHOLESALER during the Term for the purchase of AIRA Products, unless expressly agreed to by the Parties in writing. AIRA may, at its sole discretion, accept or reject any Purchase Order submitted by the WHOLESALER. Unless the WHOLESALER is otherwise notified by AIRA, AIRA shall be deemed to have accepted any Purchase Order that AIRA commences fulfillment thereof. WHOLESALER acknowledges and agrees that (i) WHOLESALER is solely responsible for the accuracy, integrity, and reliability of information it submits as part of a Purchase Order and incorrect or missing information may impact delivery schedule, costs, and expenses, and (ii) WHOLESALER may not cancel or change a confirmed Purchase Order without AIRA’s prior written approval, of which AIRA may withhold for any reason or no reason at all, and, if changes are approved by AIRA after the Purchase Order is confirmed, they may impact delivery schedule, costs, and expenses. Notwithstanding the foregoing, any or all Auto-Ship Orders may be cancelled in advance by WHOLESALER provided that AIRA shall invoice WHOLESALER and WHOLESALER shall pay to AIRA the aggregate dollar amount for the Auto-Ship Discount applied for all Auto-Ship Orders shipped and invoiced to WHOLESALER and the Auto-Ship Discount shall no longer be available. WHOLESALER shall pay the Price to AIRA, in accordance with the payment terms set forth in the Wholesaler Agreement, for AIRA Products supplied to WHOLESALER by AIRA, subject to change as set forth below. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, WHOLESALER IS FREE TO ESTABLISH ITS OWN PRICING FOR THE AIRA PRODUCTS AS INCORPORATED IN CHARGING COUNTERTOPS IN THE TERRITORY, PROVIDED THAT THE WHOLESALER SHALL REMAIN OBLIGATED TO REMIT TO AIRA THE PRICE. AIRA may adjust its MSRP and the Price for the AIRA Products, from time to time, and at its sole discretion; provided that AIRA shall not increase the Price for any AIRA Product ordered by the WHOLESALER, pursuant to a previously submitted Purchase Order,

and that has been accepted by AIRA. If WHOLESALER disputes any portion of the Price, WHOLESALER shall notify AIRA in writing within ten (10) business days from the date of the invoice with sufficient detail to allow the parties to resolve the dispute in good faith; otherwise, such invoice shall be deemed approved by WHOLESALER for all purposes. Any late payments by the WHOLESALER shall be subject to annual interest at the rate of ten percent (10%) compounded on a monthly basis, until paid in full. In the event that any invoice or any amounts become overdue or if WHOLESALER is otherwise in default under these Terms, AIRA shall have the right to reject Purchase Orders and suspend or cancel delivery of AIRA Products, including, without limitation, AIRA Products ordered pursuant to Purchase Orders previously confirmed by AIRA. All AIRA Products ordered by the WHOLESALER for distribution under these Terms shall be packed for shipment, stored, integrated, and installed in accordance with AIRA’S standard practices and the Documentation. AIRA shall ship the AIRA Products to WHOLESALER as set forth in each corresponding Purchase Order. AIRA shall deliver the AIRA Products into the possession of a common carrier designated by the WHOLESALER. All AIRA Products shall be shipped and delivered EXW (Incoterms 2022) AIRA’S facility. The WHOLESALER shall bear all risk of damage or loss beginning upon the delivery of the AIRA Products in accordance with EXW (Incoterms 2022) AIRA’S facility. AIRA Products are deemed to be accepted by WHOLESALER upon delivery. Within three (3) business days upon delivery of the AIRA Products (the “**Inspection Period**”), the WHOLESALER shall inspect the shipments of AIRA Products for compliance with the corresponding Purchase Order. To the extent that WHOLESALER’S inspection reveals that the AIRA Product shipment does not comply with the applicable Purchase Order, then the WHOLESALER will have the option to either, in WHOLESALER’S sole discretion, (i) retain the AIRA Product subject to a credit issued for the account of WHOLESALER for the Price differential for the delivered AIRA Products as compared to the AIRA Products ordered pursuant to the corresponding Purchase Order (the “**Credit**”); or (ii) request that the incorrect or missing AIRA Product, as otherwise ordered pursuant to a Purchase Order, be replaced by AIRA at AIRA’S sole cost (the “**Replacement**”). In the event the WHOLESALER fails to notify AIRA in writing within the Inspection Period that the AIRA Product shipment does not comply with the corresponding Purchase Order, the WHOLESALER is deemed to have waived its ability to seek a Credit or Replacement related thereto and shall have no further remedy as it relates to such AIRA Product. Credits cannot be transferred to other products, services, costs, expenses, or invoices after they are applied. Credits cannot be refunded, exchanged, transferred, or converted to cash or other compensation. Any Credit that remains outstanding for more than one hundred eighty (180) days after issuance by AIRA shall be voided, and AIRA shall have no liability with respect to such voidance. WHOLESALER will not make contracts, representations, or warranties or to create any obligations whatsoever on behalf of or which may in any way bind AIRA or its Affiliates. In the course of its performance of the Wholesaler Agreement or these Terms, WHOLESALER shall describe the AIRA Products strictly in accordance with the Documentation and AIRA’S standard consumer limited warranty. WHOLESALER shall make no representations or warranties of any kind that exceed the scope of the Documentation and AIRA’S standard consumer limited warranty. WHOLESALER shall communicate the Documentation and AIRA’S standard consumer limited warranty in a manner and form as to be enforceable to the maximum extent permitted under the Applicable Laws. All payments that may be due by AIRA to WHOLESALER hereunder are subject to AIRA’S right to set-off against such payments as a result of any amounts due to AIRA by WHOLESALER or as a result of WHOLESALER’S breach of any obligation set forth herein.

3. **INTELLECTUAL PROPERTY.** All right, title and interest in and to any and all AIRA IP and all Intellectual Property Rights arising therefrom

shall remain solely and exclusively with AIRA or its Affiliates, as the case may be. Except for the foregoing, all right, title and interest in and to all other new Information and Intellectual Property Rights arising from such new Information shall vest in the Party or its Affiliates whose employee(s) created the Information. In the event that WHOLESALER is an inventor or co-inventor of any AIRA IP, then WHOLESALER hereby assigns without any consideration or payment by AIRA, to AIRA, all of WHOLESALER'S right, title, and interest, in and to such AIRA IP and all Intellectual Property Rights arising therefrom, from the moment of creation. WHOLESALER shall not, whether during the Term or thereafter, assert, directly or indirectly, any interest or property right in any AIRA IP, or, except as otherwise expressly permitted herein or otherwise without AIRA'S prior written consent, use or display any AIRA IP, take any action or omit to take any action in derogation or dilution of any AIRA IP, or use or display any material that is a derivation of, an adoption of, or confusingly similar to any AIRA IP, as determined by AIRA in its sole and absolute discretion. WHOLESALER agrees to fully cooperate with AIRA, both during and after the Term, in obtaining, preserving, and maintaining for AIRA and its Affiliates protection under Intellectual Property Rights for the AIRA IP, including (i) promptly executing and/or delivering all documents that AIRA, in its reasonable judgment, determines are necessary and (ii) maintaining complete and accurate records regarding WHOLESALER's use of the AIRA IP.

4. LICENSE TO USE FREEPOWER® BRAND. Pursuant to the terms and conditions and during the term of the Wholesaler Agreement only, AIRA hereby grants to WHOLESALER a nonexclusive, nonassignable, non-sublicensable, revocable, non-transferable worldwide license to use the FreePower® Brand, solely in the form and style provided by AIRA, for the purpose of Advertising and Marketing the Charging Countertops in the Territory. WHOLESALER shall not be permitted to use any trademark, logos, trade dress and/or trade names on any of the AIRA Product or AIRA Product packaging without prior written permission by AIRA. AIRA reserves all rights of ownership and control over the FreePower® Brand, and the right to use thereof by WHOLESALER in furtherance of these Terms; provided that AIRA shall have the right to restrict, at any time, any use of the foregoing in which AIRA in its sole discretion believes poses a threat or could be detrimental to the FreePower® Brand, AIRA'S goodwill, or reputation. WHOLESALER shall not at any time do anything or act in any way that would or might adversely affect the value or validity of the FreePower® Brand, any AIRA trademarks or Intellectual Property Rights belonging to AIRA. WHOLESALER shall immediately notify AIRA in writing upon becoming aware of any intellectual property infringement or imitation of any intellectual property of AIRA or of any facts that WHOLESALER believes might constitute infringement or imitation. All uses of the FreePower® Brand shall inure to the sole benefit of AIRA. Prior to using the FreePower® Brand in Advertising and Marketing the AIRA Products, WHOLESALER shall provide samples of such use to AIRA for its advance written approval. WHOLESALER shall not use the FreePower® Brand whatsoever until such advance approval is obtained. Once a particular use is approved by AIRA, WHOLESALER shall be permitted to continue to use the FreePower® Brand in a similar manner without the requirement to obtain further approval from AIRA. WHOLESALER shall have no right to establish packaging or branding for the AIRA Products and must use the packaging supplied or approved by AIRA in the distribution of the AIRA Products. AIRA shall solely have the right to pursue registration of the FreePower® Brand anywhere in the world, including the Territory. Such prosecution and registration shall be solely in the discretion of AIRA as to which trademarks to pursue and the scope of the goods and services covered. WHOLESALER shall at no time attempt to register or take any action as it relates to the registration, maintenance, or otherwise of the FreePower® Brand, whether such is in the name of the WHOLESALER or any other party's name, anywhere in the world, including in the Territory or otherwise. WHOLESALER agrees to affix to the Advertising and Marketing materials

depicting the AIRA IP, the copyright and trademark notices designated in writing by AIRA from time to time. The required notices shall appear on all uses, packaging, labels, and containers upon which any AIRA IP appears. The size, positioning, and form of notices shall be subject to AIRA's prior written approval. WHOLESALER and its Affiliates will not use the AIRA's name or any Intellectual Property as the name of WHOLESALER or any Affiliates of WHOLESALER, as part of its domain name, or on any invoices, business cards, order forms, stationery, or related materials.

5. COUNTERFEIT PROTECTION. WHOLESALER shall, at its sole cost and expense, use its best efforts to prevent counterfeiting of the AIRA Products. In addition, AIRA may impose requirements upon WHOLESALER from time to time to prevent counterfeiting of the AIRA Products, including requiring the AIRA Products to bear devices or labels designated by AIRA to prevent counterfeiting, which devices and labels shall be used as directed by AIRA and as intended by the manufacturer. AIRA may, at its option, supply such devices or labels to WHOLESALER directly, in which case WHOLESALER shall promptly reimburse AIRA for AIRA's out-of-pocket costs for such devices and labels. WHOLESALER shall promptly notify AIRA in writing of any infringement of any Intellectual Property of which WHOLESALER becomes aware. AIRA, at its cost and expense, shall have the exclusive right (and WHOLESALER shall have no right) to institute any legal or other action against the infringer that AIRA, in its sole and absolute discretion, deems appropriate, whether in the name of AIRA and/or its Affiliates or WHOLESALER, as AIRA may elect. All proceeds in connection with any such action shall belong solely to AIRA, and WHOLESALER shall have no claim whatsoever to any such proceeds. WHOLESALER agrees to fully cooperate with AIRA, at AIRA's cost and expense (except for WHOLESALER's attorneys' fees, which shall be borne by WHOLESALER), in connection with any such action.

6. REPRESENTATIONS AND WARRANTIES. Each Party hereby represents, warrants and covenants: (i) that it has the full power, right and authority to execute and deliver the Wholesaler Agreement and to agree to these Terms and that it shall use commercially reasonable efforts to perform its obligations thereunder and hereunder; and (ii) that by entering into the Wholesaler Agreement and these Terms such Party will not be in breach or cause, with the passage of time, the giving of notice, or both, a breach under any agreement affecting the AIRA Products, the Charging Countertop or rights related thereof and held by the respective party. All AIRA Products are warrantied under AIRA'S standard consumer limited warranty. By entering into the Wholesaler Agreement and these Terms, the WHOLESALER shall provide all first level customer support for its customers that purchase Charging Countertops. AIRA shall support the WHOLESALER'S efforts by providing the WHOLESALER with second level support, as deemed reasonably required at the sole discretion of AIRA. WHOLESALER shall fully cooperate with AIRA and provide AIRA reasonably detailed reporting in connection with AIRA Products at the intervals, in the forms, and with the details and information reasonably requested by AIRA. WHOLESALER represents and warrants that all AIRA Products purchased from AIRA, or an Authorized Distributor are for resale in the ordinary course of WHOLESALER'S business, and WHOLESALER has complied and/or will comply with all applicable laws and rules relating to the billing, collection and/or payment by WHOLESALER of value-added, sales, use, franchise, import duties and all other taxes to which WHOLESALER is subject. AIRA may, at its sole discretion and at any time, require WHOLESALER to obtain certified proof of tax payments or withholdings and immediately transmit the same to AIRA. EXCEPT AS PROVIDED HEREIN, AIRA EXPRESSLY DISCLAIMS ANY WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE AIRA PRODUCTS AND/OR THE INSTALLATION OR INTEGRATION THEREOF INTO THE WHOLESALER PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE, VALIDITY OR NON-INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES OR THE WHOLESALER. AIRA SPECIFICALLY DISCLAIMS ANY REPRESENTATION THAT THE AIRA PRODUCTS WILL BE SUITABLE FOR INTEGRATION OR INSTALLATION WITH THE WHOLESALER PRODUCTS, IN WHOLE OR PART, INCLUDING WITHOUT LIMITATION THAT THE AIRA PRODUCTS WILL HAVE THE DESIRED CHARACTERISTICS OR WILL SUCCESSFULLY BE USED, DISTRIBUTED, INSTALLED, OR INTEGRATED INTO THE WHOLESALER PRODUCTS. ALL AIRA PRODUCTS PROVIDED HEREUNDER ARE SUPPLIED "AS IS."

7. AIRA'S INDEMNIFICATION OBLIGATION. AIRA shall indemnify, defend and hold WHOLESALER and its employees, officers, directors, agents and representatives harmless from and against any and all claims, actions, losses, damages, demands, liabilities, costs and expenses, including reasonable attorney's fees and expenses, whether a suit or other proceeding is initiated or not, which may arise from any third party claim directly as a result of: (i) any negligence or willful misconduct of AIRA, its agents, or subcontractors; and (ii) the AIRA Products or their elements, or any FreePower® Brand violating or infringing upon the patents, copyrights, trademarks or any other Intellectual Property Rights of any third party, except to the extent the foregoing is attributable to the breach of the Wholesaler Agreement or these Terms by WHOLESALER or the negligence of willful misconduct of WHOLESALER, its agents, or subcontractors or any Customers using, installing, or integrating the AIRA Products. In the event AIRA fails to promptly indemnify and defend such claims and/or pay WHOLESALER'S expenses, as provided above, WHOLESALER shall have the right to defend itself, and in that case, AIRA shall reimburse WHOLESALER for all of its reasonable attorney's fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of WHOLESALER'S written requests.

8. WHOLESALER'S INDEMNIFICATION OBLIGATION. WHOLESALER shall indemnify, defend and hold AIRA and its employees, officers, directors, agents and representatives harmless from and against any and all claims, actions, losses, damages, demands, liabilities, costs and expenses, including reasonable attorney's fees and expenses, whether a suit or other proceeding is initiated or not, which may arise from any third party claim directly as a result of: (i) improper handling, transport, distribution, installation, integration, sale or storage of AIRA Products by WHOLESALER or any of its agents, or subcontractors, or any act or omission of WHOLESALER or any of its agents, or subcontractors after the AIRA Product has been delivered that causes the AIRA Product not to perform in accordance with the Specifications or not to be installed and/or integrated into the WHOLESALER Product in accordance with the Documentation; (ii) any negligence or willful misconduct of WHOLESALER, its agents or subcontractors or any Customers in the installation, integration, or use of the AIRA Products; and (iii) the improper Advertising, Marketing, or sale by WHOLESALER of the AIRA Products, except to the extent the foregoing is attributable to the breach of the Wholesaler Agreement or these Terms by AIRA or the negligence or willful misconduct of AIRA, its agents, or subcontractors in the development of the AIRA Product. In the event WHOLESALER fails to promptly indemnify and defend such claims and/or pay AIRA'S expenses, as provided above, AIRA shall have the right to defend itself, and in that case, WHOLESALER shall reimburse AIRA for all of its reasonable attorney's fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AIRA'S written requests.

9. INSURANCE. WHOLESALER shall obtain, at its expense, property, commercial and liability insurance covering its obligations hereunder, in each case in amounts appropriate to the conduct of its business, as determined in its reasonable judgment. The policies of insurance obtained by WHOLESALER hereunder must state that the

insurer shall notify AIRA at least thirty (30) days prior to termination, cancellation of, or any material change in, the coverage provided. WHOLESALER shall deliver to AIRA certificates of insurance evidencing satisfaction of its obligations under this Section.

10. LIMITATION OF DAMAGES. EXCEPT FOR A VIOLATION OF AIRA'S INTELLECTUAL PROPERTY RIGHTS OR BREACHES OF WHOLESALER'S CONFIDENTIAL OBLIGATIONS HEREUNDER, WHETHER WHOLESALER OR ITS AFFILIATES, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY HERETO FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THIS AGREEMENT, THE USE, INSTALLATION, OR INTEGRATION OF THE AIRA PRODUCTS, OR OTHERWISE, WHETHER OR NOT BASED ON TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OR ANY OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. CONFIDENTIAL INFORMATION. All of the Confidential Information which WHOLESALER shall receive pursuant to the Wholesaler Agreement or these Terms, whether from AIRA or an Authorized Distributor, other than information which at the time of receipt is in the public domain or subsequently has passed into the public domain or was otherwise known to WHOLESALER at the time of receipt, shall be kept confidential and shall not without the written approval of AIRA be used (except as expressly permitted by these Terms), or disclosed, published or made known to any other person other than employees, consultants or contractors of WHOLESALER and its Affiliates on a "need to know" basis, and WHOLESALER shall require that its and its Affiliates' employees, consultants and contractors to whom it makes disclosure of such Confidential Information keep such Confidential Information strictly confidential. Nothing contained in this Section shall prevent the disclosure of Confidential Information or any part of it by WHOLESALER to comply with the lawful requirement of government or other authority or of any competent court, tribunal, or authority to disclose the same. WHOLESALER will implement reasonable and appropriate physical, technical, and administrative measures designed to secure the Confidential Information against accidental or unlawful loss, access, or disclosure. AIRA will be irreparably harmed, and money damages would be inadequate compensation to AIRA in the event WHOLESALER breaches any provision of this Section. Accordingly, all of the provisions of this Section shall be specifically enforceable, and AIRA shall be entitled to injunctive relief against WHOLESALER, in addition to other available remedies, for the WHOLESALER'S breach of any provision of this Article. In the event of any known or suspected breach of confidentiality or security suffered by a WHOLESALER affecting Confidential Information, including any known or suspected unauthorized access to or misuse, loss, alteration or destruction of Confidential Information, WHOLESALER shall advise AIRA immediately, and notify in writing promptly thereafter, including all details of the breach of confidentiality or security. Upon termination or expiration of the Wholesaler Agreement, WHOLESALER shall immediately return to AIRA the originals and all copies of any Confidential Information.

12. NO AGENCY OR FRANCHISE; INDEPENDENT CONTRACTORS; TAXES; NO THIRD-PARTY BENEFICIARIES. Nothing in the Wholesaler Agreement or these Terms shall be construed to make either Party the agent of the other Party and neither Party shall hold itself out as an agent of the other Party or shall be liable or be bound by any act or omission of the other Party. AIRA and WHOLESALER are, and at all times during the Term shall remain, independent contractors. The Parties specifically acknowledge that these Terms create a manufacturer/wholesale retailer relationship between them and that, although AIRA retains certain rights and controls, such rights and controls are usual and customary for the industry and necessary to

protect the AIRA IP and the goodwill associated therewith. WHOLESALER agrees that it is solely responsible for all operating expenses resulting in any way from performance of its obligations under these Terms, including, without limitation all wages, benefits, and other compensation due and owing to its employees and permitted agents, insurance, fees, and other governmental charges. WHOLESALER will bear all taxes, duties and other governmental charges in the Territory relating to or arising under the Wholesaler Agreement and these Terms or relating to the operation or ownership, including without limitation, any state or federal income taxes (except taxes on AIRA'S income), employment and withholding taxes or charges and related insurance premiums or payments, any stamp or documentary taxes or duties, turnover, sales or use taxes, goods and services tax, excise duties, customs or exchange control duties and any other duties/charges/taxes relating to or on any payment by WHOLESALER to AIRA and/or any other duty/tax as may be leviable. If WHOLESALER is claiming exemptions from applicable sales or use taxes, WHOLESALER shall provide AIRA with duly signed sales and use tax exemption certificate(s) at AIRA's request or as required under applicable law. WHOLESALER acknowledges that it is relying on its own knowledge, skill, and expertise in the industry in entering into the Wholesaler Agreement and these Terms; that it is not relying upon any submission, plan, representation, or warranty other than as explicitly set forth herein; and that the Wholesaler Agreement and these Terms do not create a franchise. No third party shall be a beneficiary of the Wholesaler Agreement or these Terms, including any and all approved sub-wholesalers and independent sales agents.

(a) **GOVERNING LAW.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principles. THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED AND SHALL NOT APPLY TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY. In the event a dispute arises regarding the Wholesaler Agreement or these Terms, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to other relief to which it is entitled.

13. **ENTIRE AGREEMENT.** These Terms, and the Wholesaler Agreement (collectively, this "Agreement"), constitute the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior oral or written agreements or understandings. This Agreement can only be amended by a writing signed by both Parties. If any provision of these Terms is judicially determined to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect. Sections 2, 4, 6, 7, 8, 10, 11, 13 and 15 shall survive any expiration or termination of these Terms.

14. **FORCE MAJEURE.** Neither Party shall be liable for delays or non-performance due to any events beyond its control, including acts of god, natural casualties, acts of war or terror, strikes, invasions, civil war, or rebellion ("**Force Majeure Event**"). If a Force Majeure Event occurs, the Party whose performance is affected shall give the other Party written notice within ten (10) days of such occurrence, detailing the circumstances of the Force Majeure Event and an estimate of the anticipated delay in performance. The Party whose performance is affected will use commercially reasonable efforts to develop a mutually acceptable work around plan in an attempt to minimize the impact of the Force Majeure Event. Performance shall be promptly resumed upon termination of the Force Majeure Event.

15. **DEFINITIONS.** Except as otherwise defined in the body of these Terms or in the Wholesaler Agreement, capitalized terms used herein shall have following definitions:

(a) "**Affiliate**" means with respect to a Party, any person, third party, or business entity and any if its derivatives that control, is controlled by, or under common control with such Party. For purposes

hereof, a business entity or its derivatives shall be deemed to own and/or to control a Party if (i) more than 50% (fifty percent) of the voting stock of such Party, ordinarily entitled to vote in the election of directors (or, if there is no such stock, more than 50% (fifty percent) of the ownership of or control in such Party) is held by and consolidated in the annual accounts of the owning and/or controlling business entity and any of its derivatives; or (ii) any person, third party, or business entity and any of its derivatives that possess, whether directly or indirectly, the power to direct or cause the direction of the management and policies of a Party, whether through the ownership of voting securities or voting interests, by contract or otherwise.

(b) "**AIRA IP**" means, collectively, (i) all materials, technology, specifications, including the brand specifications, the FreePower® Brand, the Wireless Charging Technology, the Documentation, any designs, technology, and other Information related thereto, that is owned or controlled by AIRA or any of its Affiliates, including, but not limited to all enhancements, improvements or derivative works of the foregoing; (ii) all processes, new materials, technology, specifications, designs, and other intellectual property relating to integration, use or application of the AIRA Products and/or Wireless Charging Technology with and within the Charging Countertop; and (iii) all Intellectual Property Rights arising from the foregoing (i) and (ii).

(c) "**AIRA Products**" means the charging module embodying the Wireless Charging Technology, as more fully set forth in the Wholesaler Agreement and incorporated herein by reference, and as may be amended from time to time by AIRA.

(d) "**Applicable Laws**" means all applicable laws and regulations, including, but not limited to, all local and municipal ordinances and the regulations of any agency or public authority having jurisdiction over the sale or distribution of Charging Countertops in the Territory.

(e) "**Auto-Ship Discount**" means, if applicable, the discount applicable to Auto-Ship Orders only, as more fully set forth in the Wholesaler Agreement.

(f) "**Auto-Ship Interval**" means, if applicable, the frequency for fulfillment of Auto-Ship Orders during the Auto-Ship Period, as more fully set forth in the Wholesaler Agreement.


(g) "**Auto-Ship Order**" means, if applicable, the amount of Product ordered by WHOLESALER on a recurring basis during the Auto-Ship Period as more fully set forth in the Wholesaler Agreement.

(h) "**Auto-Ship Period**" means, if applicable, the period during which Auto-Ship Orders will be fulfilled as more fully set forth in the Wholesaler Agreement.

(i) "**Confidential Information**" means any proprietary information, trade secrets or other know-how of AIRA relating to its business and to the business of its Affiliates that is disclosed to or learned by WHOLESALER, including but not limited to all designs, technical data, ideas, uses, processes, methods, work in process, or any manufacturing, marketing, business plan, financial or personnel matter relating to AIRA, its present or future products, sales, suppliers, customers, employees, investors or business, whether in oral, written, graphic or electronic form.

(j) "**Documentation**" means the published instructions, Specifications (as defined herein) and materials, including the brand specifications (as defined herein), for the AIRA Products for the integration with Charging Countertops.

(k) "**Fabricator Certification Test Cut Report**" means the written report provided by FREEPOWER to WHOLESALER setting forth the results achieved by WHOLESALER'S test cut as compared to FREEPOWER's test cut requirements.

(l) **"FreePower® Brand"** means any AIRA brand or trade name associated with the Wireless Charging Technology, including, but not limited to the use of "Engineered with FreePower", the trademark "FreePower," the  logo, or any trademark and service marks in connection with or in any way related to the AIRA Products.

(m) **"Information"** means any and all oral, written, graphic or machine-readable information including, but not limited to, that which relates to patents, patent applications, research, plans, developments, inventions, processes, designs, drawings, engineering, markets, software, and firmware (including source and object code), hardware configuration, algorithms, business plans, agreements with third parties, services, customer information and data, marketing, or finances of a Party.

(n) **"Intellectual Property Rights"** means any patents, utility certificates, utility models, industrial design rights, copyrights, database rights, trade secrets, any protection offered by law to Information (as defined herein) and all registrations, applications, renewals, extensions, combinations, divisions, continuations or reissues of any of the foregoing, or any other intellectual or industrial rights and any applications for registration or granted registrations for any of the foregoing anywhere in the world.

(o) **"Pass Date"** means the date upon which WHOLESALER delivers a Fabricator Certification Test Cut Report to WHOLESALER indicating compliance with FREEPOWER's test cut requirements.

(p) **"Price"** means the discounted price set forth in the Wholesaler Agreement charged for the AIRA Products, if purchased directly from AIRA. AIRA Products purchased from Authorized Distributors shall be subject to the then-current pricing and terms and conditions of sale established by such Authorized Distributor.

(q) **"Specifications"** means, with respect to the AIRA Products, the specifications described in the applicable Documentation, as such Documentation may be amended from time to time at the discretion of AIRA.

(r) **"Territory"** has the meaning set forth in the Wholesaler Agreement.

(s) **"Wholesaler Agreement"** means the Wholesaler Agreement entered into between AIRA and WHOLESALER, as may be amended, from time to time in accordance to its terms.

(t) **"Wireless Charging Technology"** means AIRA'S proprietary location-free wireless charging technology.