

RESELLER AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, by and between Duda Energy, LLC, with its principal place of business located at 1112 Brooks St. SE, Decatur, AL 35601, and _____ (the "Reseller"), with its principal place of business located at _____.

NOW, THEREFORE, in consideration of the promises hereinafter made by the parties hereto, it is agreed as follows:

1. The product (s) or product line (s) included in this agreement are but not limited to:
Duda Energy Brazed Plate Heat Exchangers, Duda Energy Solar Systems, and all other products purchased by Reseller from Duda Energy, LLC at reseller pricing
2. Distribution Right: Duda Energy, LLC hereby appoints and grants Reseller the non-exclusive and non-assignable right to sell the Equipment of Duda Energy, LLC to customers. The customers are end users who purchase the equipment from Reseller for the purpose of installation and use of the equipment. The Reseller shall have a reseller permit or business license issued by its State or its government where the Reseller's company is located or registered.
3. Territory and Non-Competition Clause: Duda Energy, LLC is appointing Reseller hereunder with respect to the sale of Products to any purchasers whose point of sale occurs in a territory, state, or locality where Reseller holds the requisite license to sell such product, with the exception of Amazon.com, Walmart.com, and Ebay.com. The territory of Amazon.com, Walmart.com, and Ebay.com shall be the exclusive right of Duda Energy, LLC for all Products as purchased by Reseller.
4. Reseller's Purchases: The Equipment described herein which I shall purchase from Duda Energy, LLC authorized distributor or Duda Energy, LLC directly only WHEN Duda Energy, LLC AUTHORIZED DISTRIBUTOR IS UNAVAILABLE, will be resold by me in the form of tangible personal property; provided, however, that in the event any of such products is used for any purpose of business, it is understood that the Reseller is required by Sales and Use Tax Law to report and pay tax measured by the purchase price of the Equipment.
5. Trademarks and Logo Use: Duda Energy, LLC hereby grants to the Reseller a limited right-to-use license (the "License") for certain Duda Energy, LLC trademarks and logos (the "Logos") for the duration of the Agreement as described herein, and under the following terms and conditions:
 - a. This License is granted for the benefit of Duda Energy, LLC's Resellers and others with a legitimate intent to advertise and sell Duda Energy, LLC's Equipment;
 - b. Duda Energy, LLC has full ownership right to the Logos and the Reseller does not acquire any rights, title or interest in or to the marks beyond that set forth herein;

- c. If the Reseller uses the Logos in conjunction with logos representing awards or publications of companies granting such awards, it shall be the responsibility of the Reseller to give appropriate attribution to such companies, and to correctly identify such logos with their respective companies; and
 - d. The Reseller may not, under any circumstances, alter the appearance of the Logos, either by alteration, size, color or combination with any other logo. Breach of this section will be grounds for immediate termination of this License, and any other legal remedies Duda Energy, LLC may deem appropriate.
6. Duda Energy, LLC reserves the right to modify or terminate its Premier Reseller Partner Program at any time without notice or liability.
7. Non-existent in this contracted agreement is there any implied or hidden impose liability or obligation on Duda Energy, LLC for any expenditure made or incurred by the Reseller, or for any sale or promotional activity undertaken by the Reseller, except pursuant to written and explicit request of representatives of Duda Energy, LLC.
8. Terms: The term of this Agreement shall be for one (1) years from the date hereof, unless sooner terminated. Following such Initial Term, this Agreement shall be automatically renewed for successive one year, unless either party notifies the other in writing of an intention not to renew the Agreement within ninety (90) days of the end of the Initial Term.
- Termination shall not relieve either party of obligations incurred prior thereto. This Agreement may be terminated under the following stipulations without exception under any circumstances:
- a. by the Reseller at any time upon thirty (30) days written communiqué notice to Duda Energy, LLC.
 - b. by Duda Energy, LLC upon thirty (30) days written communiqué' notice to the Reseller for cause or in the event the Reseller breeches this contact (in any manner);
 - c. by Duda Energy, LLC upon thirty (30) days written communiqué notice to the Reseller in the event the Reseller becomes involved in any arrangements with creditor, voluntary or involuntary bankruptcy proceedings under the Bankruptcy Laws of the United States;
9. Notice or Communication. Any notice or communication required or permitted hereunder (other than Administrative Notice) shall be in writing and shall be sent by registered mail, return receipt requested, postage prepaid and addressed to the addresses set forth below or to such changed address as any party entitled to notice shall have communicated in writing to the other party. Notices and communications to Duda Energy, LLC shall be sent to:
- Duda Energy, LLC
1112 Brooks St. SE
Decatur, AL 35601
United States of America
Main: (256) 340-4866
Fax: (866) 586-3412
- e. and
 - f. The Reseller may not, under any circumstances, alter the appearance of the Logos, either by alteration, size, color or combination with any other logo. Breach of this section

will be grounds for immediate termination of this License, and any other legal remedies Duda Energy, LLC may deem appropriate.

10. Relationship of Parties. The relationship between the parties established by this Agreement shall be solely that of vendor and vendee and all rights and powers not expressly granted to the Reseller are expressly reserved to Duda Energy, LLC. The Reseller shall have no right, power or authority in any way to bind Duda Energy, LLC to the fulfillment of any condition not herein contained, or to any contract or obligation, expressed or implied
11. Violation of Territory and Non-Competition Clause. In the event Reseller is found to be selling product obtained from Duda Energy, LLC through this agreement on Amazon.com, Walmart.com, or Ebay.com, which is outside of the agreed upon territory, Reseller agrees to pay Damages in the amount of \$30 USD to Duda Energy, LLC per every 100 units of product found to be in violation.
12. Indemnity. The Reseller agrees to hold Duda Energy, LLC free and harmless from any and all claims, damages, and expenses of every kind or nature whatsoever (a) arising from acts of the Reseller; (b) as a direct or indirect consequence of termination of this Agreement in accordance with its terms; or (c) arising from acts of third parties in relation to products sold to the Reseller under this Agreement, including, but not limited to execution of liens and security interests by third parties with respect to any such products.
13. Assignment. This Agreement constitutes a personal contract and Reseller shall not transfer or assign same or any part thereof without the advance written consent of Duda Energy, LLC.
14. Applicable Law. This Agreement shall be governed by the laws of the State of Alabama and is accepted by Duda Energy, LLC at its Main Office address in 1112 Brooks St. SE, Decatur, Al 35601. All payments hereunder shall be made at Duda Energy, LLC's Main Office address. Duda Energy, LLC's rights granted hereby are cumulative and in addition to any rights it may have at law or equity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date and year indicated above.

DUDA ENERGY, LLC

By: _____

Name:

Title:

COMPANY NAME OF RESELLER: _____

By: _____

Name:

Title:

(Authorized Officer)