

## **Distributor Terms & Conditions**

**Effective Date: January 1, 2024**

### **General**

Forever At Home Corp., a Colorado corporation (“FAH”) manufactures, sells and markets various Products and Services, including, but not limited to In-Wall Niches, In-Ground Niches, Cremation Urns and Bags, Memorial Accessories, and Engraving Services. (the “Products and Services”).

These terms and conditions (the “Terms and Conditions”) are in addition to any other agreements between you (“You” or the “Distributor”) and FAH, including any distribution agreements and any other agreements that govern your use of software, Products and Services, goods, services, content, tools, and information provided by FAH.

### **Accounts and Registration**

All Distributor registration information you submit must be accurate and updated. You are responsible for all use of your account, including unauthorized use by any third-party.

### **Acceptance of Terms and Conditions**

By checking the acceptance box and submitting your registration information, you agree to follow and be bound by these Terms and Conditions, including the policies referenced herein.

### **Additional Rights and Duties of FAH and You**

The following additional terms become effective and applicable at the time that a Distribution Agreement is entered into between FAH and You. At which time You become a Distributor as further explained hereafter.

#### **1. Representation.**

(a) FAH hereby grants to Distributor the non-exclusive right to act as FAH distributor to resell FAH Products and Services to customers within the 50 States, Washington, DC and Inhabited territories of the United States of America (the “Territory”). Although the Distributor is authorized to solicit business from customers, any and all orders from such customers shall be subject to the approval of FAH.

(b) The Distributor’s non-exclusive assigned Territory will not prevent FAH from selling the Products and Services within the Territory. In the case of a conflict regarding perspective customers, FAH will defer to Distributor if it is determined by FAH, in its sole and absolute discretion that Distributor had been in significant contact with the perspective customer.

(c) The Distributor acknowledges and agrees to cooperate with FAH providing assistance with Products and Services knowledge and training to assist in the promotion of the sale of the Products and Services.

**2. Marketing.** The Distributor shall have the following obligations with respect to the marketing and distribution of FAH's Products and Services:

(a) To use its best efforts to further the promotion, marketing, sale, and installation of FAH's Products and Services in the Territory. Specifically, the Distributor shall diligently undertake to advertise the Products and Services in the Territory. FAH has the right to require Distributor the use FAH's brochures, marketing materials, electronic graphics, and images. The Distributor may have to pay for such marketing materials. Further, FAH may require Distributor to include on Distributor's website a graphic including FAH's logo or trademark demonstrating that Distributor is an authorized distributor. Distributor may utilize such advertising materials to promote sales of the Products and Services and in preparing its own advertising materials. All expenses incurred by Distributor with respect to creating advertising materials and advertising the Products and Services shall be borne by Distributor. At its sole and absolute discretion, FAH may absorb whole or part of these expenses.

(b) If applicable, to maintain an adequate and balanced inventory of Products and Services, supplies, and spare parts;

(c) To promptly respond to all inquiries from customers, including complaints, process all orders, and effect all shipments of Products and Services;

(d) To diligently investigate all leads with respect to potential customers referred to it by FAH;

(e) To permit FAH, its employees and representatives to visit Distributor's customers and to visit Distributor's place of business and inspect its inventories, service records, and other relevant documents.

(f) To participate actively in sales or merchandising programs prepared by FAH; to participate in all fairs and exhibitions in the Territory where such participation will, in the judgment of FAH, promote the Products and Services;

(g) Distributor must not advertise the Products and Services in a misleading, inaccurate or false manner. If Distributor advertises the Products and Services in a misleading, inaccurate or false manner then Distributor must indemnify and defend each of FAH and its affiliates and their respective representatives (collectively, the "FAH Indemnitees") against, and must hold each of them harmless from, any and all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees that result from such advertisement.

**3. Sales Policies.** The prices, charges, and terms and conditions of sale regarding the Products and Services (hereinafter referred to as the "Sales Policies") shall be established by FAH. The Sales Policies shall be those currently in effect and established from time to time by FAH in its price lists, bulletins, website, and other authorized releases by the FAH. In addition to any such policies and not in substitution thereof, Distributor shall not create, nor use any marketing, promotional or other materials for use in performing its duties hereunder that have not been provided by FAH or FAH has granted written approval of use of the same prior to their use. Written notice of each Sales Policy change shall be given by FAH to Distributor. FAH shall not exercise any control over scheduling, sales practices, methods, techniques or any other details connected with the rendition of Distributor's services and/or the services of Distributor's salespersons, employees, agents, and representatives, provided that Distributor

represents and warrants that it and its salespersons, employees, agents and representatives shall comply with the Sales Policies and all applicable laws, regulations, and policies as to sales practices, techniques and methods used in connection with the rendition of sales and marketing services pursuant to the terms of these Distributor Terms and Conditions.

**4. Orders and Collections.**

(a) Orders for the Products and Services solicited by Distributor shall be forwarded to, and subject to, written acceptance by FAH. FAH shall exercise complete control over the approval of all orders and the credit to be extended to Distributor, if any. FAH will not ship any approved orders solicited by Distributor, unless any such order has been fully paid to FAH or has been sold to Distributor on approved credit by FAH. Distributor shall not take more than one business day to order from FAH the Products and Services of all orders placed by Distributor's customers for the purchase of FAH's Products and Services. Furthermore, the Distributor shall not make allowances or adjustments in accounts or authorize the return of any Products and Services unless given specific advance authorization in writing by FAH on a case-by-case basis.

(b) In the event the Distributor requests modifications in an accepted order less than ten (10) days prior to the scheduled shipping date provided in such order, FAH may, in consideration for accepting such change order, require Distributor to pay a change order charge equal to five percent (5%) of the U.S. dollar value of that portion of the order which is affected by Distributor's change order request or one hundred dollars (\$100.00), whichever is greater.

(c) Once an order has been shipped to the Distributor or to Distributor's customer, it is to the sole discretion of FAH to accept changes, cancellations or returns. In the event that FAH accepts changes, cancellations or returns on a shipped order, Distributor shall pay for (a) all the expenses to repack the Products and Services in accordance with FAH guidelines; (b) the cost to ship back the Products and Services to FAH; (c) a 20% restocking fee; and (d) the cost to replace or repair damages to the Products and Services if any.

(d) FAH shall not be liable for any loss or damage caused by delay in furnishing Products and Services or any other performance under or pursuant to the Distribution Agreement related to these Terms and Conditions.

(e) In no event shall any cause of action, claim or liability, of any kind, against FAH include any special, indirect, incidental or consequential losses or damages, even if FAH is or was advised of the possibility of such potential loss or damage.

**5. Distributor's Obligations.**

(a) Distributor assumes full responsibility for all costs and expenses which it incurs in carrying out its obligations under these Terms and Conditions, including but not limited to all rentals, salaries, commissions, advertising, demonstration, travel and accommodation expenses without the right to reimbursement for any portion thereof from FAH.

(b) Distributor shall use its best efforts to effect maximum sales of the Products and Services in a manner that enhances the business, good name, goodwill, and reputation of FAH and in a manner that complies with all applicable laws. The Distributor shall promote and solicit orders for FAH

Products and Services and agrees to work diligently and faithfully in the Territory to secure orders for the Products and Services from Authorized Customers.

(c) The Distributor shall keep FAH informed of market conditions concerning the Products and Services and of prices in the Territory for Products and Services similar to FAH's Products and Services. The Distributor shall advise and suggest to FAH any possible changes or modifications to the Products and Services that would, in its opinion, render the Products and Services more marketable. FAH shall, in its sole discretion, accept or reject such suggestions.

(d) Distributor shall not, without FAH's prior written approval, alter, enlarge, or limit approved orders, make representations or guarantees concerning the Products and Services not approved in writing by FAH.

(e) Distributor shall not, under any circumstance, knowingly or unknowingly, directly or indirectly, or without FAH's prior written approval, sell, resell, ship, market, gift, advertise, deliver, install, or promote, any of FAH's Products and Services outside the Territory.

(f) Distributor shall promptly furnish to FAH any information that Distributor may have regarding the credit standing of any customer or prospective customer for the Products and Services. The Distributor shall comply with Sales Policies promulgated from time to time by FAH. Distributor shall furnish to FAH at such times as FAH shall request, but no less frequent than weekly, a detailed record of all customer or prospect contacts in such form and containing such details as FAH shall require from time to time.

(g) The Distributor agrees to cooperate with FAH in dealing with any customer complaints concerning the Products and Services and to take any action requested by FAH to resolve such complaints. The Distributor also agrees to assist FAH in arranging for any customer warranty service.

(h) The Distributor shall ensure that any Products and Services sold by Distributor are not damaged in any manner and are installed according to FAH's specifications for that Products and Services. If a Products and Services sold by Distributor is damaged prior to installation, whether the fault of the Distributor or not, and installed or installed in a manner contrary to FAH's specifications for that Products and Services, then Distributor shall indemnify and hold harmless FAH for any expense, fine, or fee that results from such nonconforming installation, including but not limited to, material and labor to replace the improperly installed Products and Services, attorney's fees or any cost incurred to defend any claim arising from such nonconforming installation of the Products and Services, whether tort or any other type of claim whatsoever.

## **6. Relationship Created.**

(a) Nothing contained in these Dealer Terms and Conditions shall be construed in any manner as creating an employer/employee relationship, agency, partnership, joint venture or any other relationship between FAH and Distributor except that of independent contractors. FAH is interested only in the results obtained by Distributor, who, subject to Paragraph 2 above, shall have sole control of the manner and means of its performance under these Dealer Terms and Conditions. Distributor shall maintain its own office, store front, ecommerce website, or other place of business from which it will conduct the duties, services and responsibilities required of it under these Dealer Terms and Conditions, and Distributor represents and warrants to FAH that it has a substantial investment in such facilities

and/or website. FAH shall not have the right to require Distributor to do anything that would jeopardize the independent contractor relationship between FAH and Distributor.

(b) All expenses incurred, and disbursements made by Distributor in performing its duties, services and responsibilities pursuant to these Dealer Terms and Conditions shall be borne wholly and entirely by Distributor. Distributor shall provide its own form of transportation for performing its duties, services and responsibilities pursuant to these Dealer Terms and Conditions.

(c) Distributor does not have, nor shall Distributor hold himself out as having, any right, power, or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon FAH, unless FAH shall consent thereto in writing. Designation by Distributor as a "Sales Agent" or a "Sales Agency" shall not expand Distributor's limited authority to conduct the sales activities granted under these Dealer Terms and Conditions.

(d) Distributor, at its sole cost and expense, shall have full authority to employ and/or contract other salespersons, employees, agents, and representatives (hereinafter collectively referred to as "Employees and Contractors") at such compensation and on such other conditions as Distributor may deem proper to sell the Products and Services in the Territory for the term stated in Paragraph 7 of these Dealer Terms and Conditions, provided that all such persons sign an acknowledgement of the limitation of their actions and representations as provided herein in these Dealer Terms and Conditions. Any employment or contractor contract, agreement or arrangement between Distributor and such Employees and Contractors, shall further provide that the Employees and Contractors are the employees and contractors of the Distributor and are to be paid by Distributor alone, and that in employing or contracting such persons, Distributor is acting individually and not as a salesperson, employee, officer, owner, agent, representative, or attorney-in-fact for the FAH.

(e) Unless expressly permitted in writing by FAH, Distributor shall not represent, sell, or market Products and Services in the Territory which directly compete or conflict with FAH Products and Services. If this non-competition clause is determined or deemed to be overly broad by a court of competent jurisdiction, it shall be deemed to be amended or revised to include such terms as the court considers reasonable and enforceable.

(f) All sales relating to orders solicited by Distributor pursuant to these Dealer Terms and Conditions shall be between FAH and the Distributor, and Distributor shall only acquire title to, or acquire any other right or interest in, the Products and Services solicited at the time the Distributor pays for the solicited Products and Services, or acquires them on approved credit by FAH.

## **7. Distributor's Compensation.**

(a) The prices to be paid by Distributor for Products and Services purchased pursuant to the Distribution Agreement related to these Terms and Conditions shall be the Distributor List Prices in effect at the time of acceptance of the relevant purchase order submitted by Distributor, except as provided in Section 7(b) below. All Distributor and Retail Prices are plus applicable sales taxes, and shipping and insurance costs to final destination.

(b) FAH may, at any time during the term of the Distribution Agreement related to these Terms and Conditions, increase or decrease its Distributor prices for the Products and Services by providing Distributor with written notice. Increased or decreased prices for all Products and Services shall not apply to purchase orders accepted prior to the effective date of the price increase or decrease unless

such orders provide for delivery, and delivery is in fact made, more than sixty (60) days after the date of acceptance of the order.

(c) Until such time as Distributor shall have established a credit history satisfactory to FAH, payments by Distributor hereunder shall be made by cash in advance, or such other method of secured payment as FAH shall prescribe. All payments hereunder shall be made in U.S. dollars, or such other currency as may be mutually agreed upon. FAH shall not be obligated to ship Products and Services against accepted orders without payment by the Distributor.

(d) Distributor may re-sell the Products and Services as stated in the Retail Price List in effect at the time of re-sell.

(e) FAH may, at any time during the term of the Distribution Agreement related to these Terms and Conditions, increase or decrease its Retail prices for the Products and Services by providing Distributor with written notice. Increased or decreased prices for all Products and Services shall not apply to retail sales processed prior to the effective date of the price increase or decrease unless such retail sales provide for delivery, and delivery is in fact made, more than sixty (60) days after the date of acceptance of the order.

## **8. Term.**

(a) the Distribution Agreement related to these Terms and Conditions may be terminated by either party (as to part of the Products and Services, part of the Territory, or entirely) by providing thirty (30) days written notice to the other party.

(b) If the Distribution Agreement related to these Terms and Conditions shall terminate for any reason whatsoever, FAH shall be entitled to receive its full payments from the Distributor, determined and payable in accordance with provisions of the Distribution Agreement related to these Terms and Conditions, with respect to orders solicited by the Distributor and accepted by FAH prior to the effective date of such termination, regardless of when the Products and Services are shipped or invoices issued, subject, however, to the full and final collection of payment for such sales, determined by FAH in its sole and absolute determination.

During and after the term hereof, Distributor agrees not to make oral or written statements regarding FAH or its affiliates that are defamatory or calculated to harm FAH or its business. Distributor agrees that during the term hereof and (a) for a period of two years after the termination hereof not to solicit any employee of FAH or its affiliates to terminate his or her employment with FAH or such affiliates or to become employed by any other person or entity and (b) for a period of two (2) years after the termination hereof not to solicit any customer of FAH with whom Distributor had any contact during the term hereof to purchase the goods or services of any person or entity whose Products or Services compete directly or indirectly with the Products and Services offered by FAH and its affiliates in the Territory.

## **9. Proprietary Information and Rights.**

(a) Distributor acknowledges that it will have access to certain confidential and proprietary information of FAH, including, without limitation, customer lists, supplier lists, trade secrets, Products and Services information, Products and Services creation techniques, copyrights, trademarks, patents, and other proprietary information regarding FAH and the Products and Services (the "Confidential Information"), and that such Confidential Information constitutes valuable, special, and

unique property of FAH. Distributor shall not, unless first authorized in writing by FAH, either during or after the term of the Distribution Agreement related to these Terms and Conditions, disclose or use, whether directly or indirectly, any of such Confidential Information by any means to any person or entity for any reason or purpose whatsoever or use Confidential Information for any purpose other than to perform its duties under the Distribution Agreement related to these Terms and Conditions. Furthermore, Distributor agrees that the Confidential Information is the sole and exclusive property of FAH and any use contrary to this Section 9, will result in substantial and irreparable harm to FAH.

(b) Distributor may not use the name(s) "Forever At Home", "The Eternal Niche", any derivative of the foregoing, or any trademark or trade name associated with the business, the Products, or services of FAH (the "Company's Property"), except in connection with the solicitation of orders for the Products and Services during the term of the Distribution Agreement related to these Terms and Conditions. Distributor expressly acknowledges that all of FAH's Property, whether legally registered in the Territory or not, is FAH's exclusive property and that Distributor shall have no right, title, or interest in FAH's Property during or after the term of the Distribution Agreement related to these Terms and Conditions. Distributor represents that it has not sought to obtain, and agrees not to seek to obtain, registration of all or any portion of FAH's Property in the Territory or elsewhere, and further agrees to discontinue all use of FAH's Property from and after termination of the Distribution Agreement related to these Terms and Conditions. Immediately on the effective date of termination of the Distribution Agreement related to these Terms and Conditions, Distributor shall return to FAH all Confidential Information and all tangible media containing FAH's Property, and permanently delete from any electronic, magnetic, optical or other storage media, all Confidential Information and FAH's Property and will deliver to FAH a sworn statement to that effect. Distributor agrees that any enhancement in the value of FAH's Property, in the Territory or elsewhere, which results from the efforts of Distributor, shall be for FAH's sole benefit and shall not give rise to any further compensation to Distributor or to any interest in FAH's Property. Distributor agrees to notify FAH immediately of any infringement or imitation of FAH's Property or the Products and Services, which comes to the attention of Distributor during the term of the Distribution Agreement related to these Terms and Conditions.

(c) Distributor shall not, without the prior written consent of FAH, remove or alter any patent numbers, trade names, trademarks, notices, serial numbers, labels, tags or other identifying marks, symbols or legends affixed to any Products and Services or containers or packages.

(d) FAH reserves the right, in its sole discretion and without incurring any liability to Distributor, to: (i) Alter the specifications for any Products and Services; (ii) Discontinue the manufacture of any Products and Services; (iii) Discontinue the development of any new Products and Services, whether or not such Products and Services has been announced publicly; or (iv) Commence the manufacture and sale of new Products and Services having features which make any Products and Services wholly or partially obsolete, whether or not Distributor is granted any distribution rights in respect of such new Products and Services. Notwithstanding the above, FAH shall use its best efforts to provide Distributor with prompt written notice of such decisions and shall fill all accepted purchase orders from Distributor for any such altered or discontinued Products and Services of which manufacturing and commercial deliveries have commenced.

**10. Insurance.** During the term hereof, and for two years after the termination hereof, Distributor shall maintain, and at the inception hereof and at least annually thereafter, policies of insurance issued by insurance companies acceptable to FAH and naming FAH as additionally insured as follows:

(a) If Distributor has any employees whatsoever, Worker's Compensation Insurance as required or authorized by the state in which Distributor has its principal office;

(b) Commercial Automobile liability insurance, including hired and non-owned coverage.

(c) Commercial General Liability in a policy amount and coverage acceptable to FAH.

(d) Commercial Property in a policy amount and coverage acceptable to FAH.

(e) Professional Liability in a policy amount and coverage acceptable to FAH.

All such insurance policies shall be endorsed to provide that, with respect to any insurance maintained by FAH, the insurance maintained by the Distributor shall be primary with respect to any act or omission of Distributor, its employees, agents and representatives. Furthermore, Distributor shall provide to FAH insurance certificates establishing or verifying that it maintains such insurance coverages at the time FAH requests such insurance certificates or verifications.

## **11. Delivery Terms.**

(a) All deliveries of the Products and Services shall be to (a) the Distributor's provided shipping address or (b) directly to Distributor's customer. FAH shall insure each shipment of Products and Services with a reputable insurer for the full invoice value of such shipment and, if FAH fails to do so, FAH shall bear all risk of loss of any and all uninsured Products and Services. Such insurance shall provide for full coverage from the time the Products and Services are delivered to FAH's Carrier of choice until the Products and Services have been delivered to either (a) the Distributor or (b) directly to Distributor's customer. FAH reserves all rights with respect to delivered Products and Services permitted by law including, without limitation, the rights of rescission, repossession, resale, and stoppage in transit until the full amount due from Distributor in respect of all delivered Products and Services has been fully paid or, if sold to Distributor on approved credit by FAH, the credit account is current.

(b) To avoid missed deliveries, the Distributor has an obligation to provide FAH with valid and current shipping addresses in the Territory. If the Distributor fails to provide valid and current shipping addresses to FAH, Distributor, without limitation, (a) will assume all costs involved to send back, redirect, replace, insure, or recuperate the Products and Services involved in any particular missed delivery, and (b) must indemnify and defend each of FAH and its affiliates and their respective representatives (collectively, the "FAH Indemnitees") against, and must hold each of them harmless from, any and all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees that result from any missed delivery.

(c) In the event of any shortage, damage or discrepancy in or to a shipment of Products and Services, Distributor shall promptly report the same to FAH and furnish such written evidence or other documentation as FAH may deem appropriate. FAH shall not be liable for any such shortage, damage or discrepancy unless FAH has received notice and substantiating evidence thereof from Distributor within thirty (30) days of arrival of the Products and Services at Distributor's shipping address or to Distributor's client's shipping address. If the substantiating evidence delivered by Distributor demonstrates to FAH's satisfaction that FAH is responsible for such shortage, damage or discrepancy, FAH shall promptly deliver additional or substitute Products and Services to Distributor in accordance with the delivery procedures set forth herein; provided that in no event shall FAH be liable for any additional costs, expenses or



damages incurred by Distributor directly or indirectly as a result of such shortage, damage or discrepancy in or to a shipment.

**12. Force Majeure.**

(a) Force Majeure shall mean any event or condition, not existing as of the date of signature of the Distribution Agreement related to these Terms and Conditions, not reasonably foreseeable as of such date and not reasonably within the control of either party, which prevents in whole or in material part the performance by one of the parties of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make such performance commercially unreasonable. Without limiting the foregoing, the following shall constitute events or conditions of Force Majeure: acts of state or governmental action, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, epidemics, pandemics, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, and any act of God or nature. It is in particular expressly agreed that any refusal or failure of any governmental authority to grant any export license legally required for the fulfillment by FAH of its obligations hereunder shall constitute an event of Force Majeure.

(b) Upon giving notice to the other party, a party affected by an event of Force Majeure shall be released without any liability on its part from the performance of its obligations under the Distribution Agreement related to these Terms and Conditions, except for the obligation to pay any amounts due and owing hereunder, but only to the extent and only for the period that its performance of such obligations is prevented by the event of Force Majeure. Such notice shall include a description of the nature of the event of Force Majeure, and its cause and possible consequences. The party claiming Force Majeure shall promptly notify the other party of the termination of such event.

(c) The party invoking Force Majeure shall provide to the other party confirmation of the existence of the circumstances constituting Force Majeure. Such evidence may consist of a statement or certificate of an appropriate governmental department or agency where available, or a statement describing in detail the facts claimed to constitute Force Majeure.

(d) Suspension of Performance. During the period that the performance by one of the parties of its obligations under the Distribution Agreement related to these Terms and Conditions has been suspended by reason of an event of Force Majeure, the other party may likewise suspend the performance of all or part of its obligations hereunder to the extent that such suspension is commercially reasonable.

(e) Should the period of Force Majeure continue for more than six (6) consecutive months, either party may terminate the Distribution Agreement related to these Terms and Conditions without liability to the other party, except for payments due to such date, upon giving written notice to the other party.

**13. Notices.** Any notice, demand, or request required or permitted to be given hereunder shall be made in writing and shall be deemed to be effective when sent via an express mail service or via certified mail, return receipt requested, to the address specified in this Paragraph 13. Any party may change its or its address for purposes of the Distribution Agreement related to these Terms and Conditions by delivering written notice to the other party. All notices required or permitted under the Distribution Agreement related to these Terms and Conditions must be sent to the parties at the addresses below unless changed in accordance with the terms of this paragraph.

If to FAH: Forever at Home Corp  
17301 W. Colfax Avenue, Ste 404  
Golden, CO 80401  
Attn: Gerardo G. Garcia

If to Distributor: The valid and current address within the Territory provided by the Distributor to FAH.

**14. Dispute Resolution.** Any controversy, dispute, claim, or breach arising out of or relating to any of the terms and conditions of the Distribution Agreement related to these Terms and Conditions, or the performance of the parties under the Distribution Agreement related to these Terms and Conditions, which is not settled amicably by the parties, may be entered in a court of competent jurisdiction in Jefferson County, Colorado. The award of the judgement may include costs, attorneys' fees, and injunctive relief and shall be final and binding upon the parties and judgment upon such award may be entered in a court of competent jurisdiction in Jefferson County, Colorado.

**15. Applicable Law and Venue.** The Distribution Agreement related to these Terms and Conditions is to be construed and determined under the laws of the State of Colorado, without giving effect to the conflict of laws principles thereof. Any suit, action or proceeding arising out of this Agreement shall be brought only in a court of competent jurisdiction in Jefferson County, Colorado. Each Party irrevocably submits to the jurisdiction of any state or federal court sitting in Jefferson County, Colorado, over any suit, action or proceeding arising out of, or relating to, this Agreement or the Products and Services, and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in any such court and any claims that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

**16. Payment of Taxes.** Distributor shall pay all federal, state and local income tax obligations, including any applicable self-employment, FICA or FUTA tax, relating to the payments to Distributor by its Clients pursuant to the terms of the Distribution Agreement related to these Terms and Conditions, and Distributor shall otherwise comply with all other federal, state and local tax laws, regulations and obligations applicable to Distributor relating to such payments. FAH shall not be required pay or be responsible to pay any of Distributor's federal income tax, FICA or FUTA obligations relating to such payments. **Distributor represents and warrants to FAH that the Distributor is an independent contractor and that it currently maintains and shall continue to maintain during the term of the Distribution Agreement related to these Terms and Conditions, separate facilities in which Distributor will use in connection with the performance of Distributor's services, duties and responsibilities under the terms of the Distribution Agreement related to these Terms and Conditions.** Distributor hereby agrees to indemnify FAH and hold it harmless from any and all liabilities, obligations, claims, any applicable penalties or interest, costs and expenses, including reasonable attorney's fees, made, imposed against, or incurred by FAH or relating to any administrative or judicial order enforced against FAH, concerning the payment of federal, state or local income taxes by or on behalf of Distributor based on the payments to Distributor by its Customers pursuant to the terms of the Distribution Agreement related to these Terms and Conditions.

**17. Severability.** If any part of the Distribution Agreement related to these Terms and Conditions is held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions of the Distribution Agreement related to these Terms and Conditions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such a ruling.

**18. Assignability.** Distributor shall not assign its rights nor delegate the performance of its duties under the Distribution Agreement related to these Terms and Conditions without the prior written consent of FAH, which consent may be withheld in FAH's sole discretion. If Distributor is an entity, it is nevertheless essential to the Distribution Agreement related to these Terms and Conditions created hereby that the services to be provided by Distributor hereunder be provided by the individuals who currently own the equity interest in the Distributor, and if such individuals are no longer employed by the Distributor, or otherwise do not provide such services at any time in the future, it shall be deemed to be an unauthorized assignment of rights and delegation of duties by the Distributor. FAH may assign the Distribution Agreement related to these Terms and Conditions to any affiliated entity or to the purchaser of part or all of its assets or business, and upon such assignment, the assignee shall assume the liabilities and obligations of FAH hereunder, and FAH shall automatically be released from such liabilities and obligations. In addition, FAH may, at its option, terminate the Distribution Agreement related to these Terms and Conditions upon written notice to the Distributor in the event of the sale of its business or a majority of its assets.

**19. Waiver.** The waiver by FAH of any provision of the Distribution Agreement related to these Terms and Conditions must be in writing and signed by an authorized officer or representative of FAH in order to be effective and shall not be construed as a waiver of any subsequent breach of the Distribution Agreement related to these Terms and Conditions.

**20. Entire Agreement.** These Terms and Conditions and the related Distribution Agreement contain the entire understanding and agreement between the parties relating to the subject matter set forth herein, and all their prior written or oral agreements, understandings or arrangements are merged herein. FAH reserves the right, in its sole discretion and without incurring any liability to Distributor, to amend, add to, or delete any of these Terms and Conditions. Notwithstanding the above, FAH shall use its best efforts to provide Distributor with prompt written notice of such decisions.

**21. Binding Effect.** The Distribution Agreement related to these Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**22. Section Headings.** All section headings set forth in this Agreement are intended for convenience only and shall not control or affect the meaning, construction or effect of the Distribution Agreement related to these Terms and Conditions or of any of its provisions.

**23. Non-Disparagement.** The Parties agree not to say, write, express, communicate, relate, or reveal to any person or entity anything disparaging, defamatory, false or misleading about each other or their business practices and activities.

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