TECTECTEC
AUTHORIZED RESELLER AGREEMENT

KERTEC LLC (TECTECTEC)
10685 Hazelhurst Ste B 13324,HOUSTON, TX 77043 USA

This Authorized Reseller Agreement (the "Agreement") is effective January 1, 2022 through December 31, 2022 by and between KerTec LLC ("TecTecTec"), and all resellers of TecTecTec branded products.

In consideration of the promises, and the mutual covenants and agreements contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Appointment to Make Retail Consumer Sales Only**

Reseller is appointed to distribute, market and sell TecTecTec products only to Reseller's end consumers. Reseller may not distribute, market or sell in bulk or otherwise to B2B accounts, wholesalers, or freight forwarders/drop shippers for other retailers.

2. **Appointment Within Assigned Geographic Territory**

Reseller must restrict customer order shipments of TecTecTec products to shipping addresses within Reseller's designated territory (the United States and its territories and possessions). Reseller's geographic territory is non-exclusive.

3. **No Online Sales**

Selling on third-party sites (e.g., eBay, Amazon, Alibaba, etc.), drop-ship accounts (e.g., Buy.com, Newegg.com, Overstock.com, etc.), classified sites (e.g., Craigslist.com, Facebook Marketplace, etc.) or through direct messages on internet forums is strictly prohibited. In addition, Reseller may not take e-commerce orders via publicly accessible, e-commerce enabled web pages hosted on websites controlled, owned or operated by Reseller. Reseller may not bid on online adwords for TecTecTec products or trademarks.

4. **Direct Purchase of Products from TecTecTec**

Reseller is authorized to purchase TecTecTec products directly from TecTecTec. Reseller may not buy TecTecTec products from other resellers or retailers, or from other sources not expressly endorsed by TecTecTec.

5. **Original Product Packaging**

This Agreement constitutes the entire agreement and understanding between the parties and supersedes any and all prior agreements and understandings, whether written or oral.

26. Relationship of Parties

The relationship between TecTecTec and Reseller established by this Agreement is that of vendor and purchaser, and it is not that of principal and agent. In performance of this Agreement, Reseller shall at all times act as an independent contractor. Reseller is granted no authority to assume or create any obligation of responsibility, expressed or implied, on behalf of or in the name of TecTecTec, or to bind TecTecTec in any manner whatsoever. Reseller agrees it is not authorized to represent TecTecTec in any manner or to bind TecTecTec in any manner by any promises, representations, warranties, contracts, obligations or undertakings whatsoever, whether express or implied, with respect to TecTecTec products or any other matter, thing or undertaking whatsoever.

27. Miscellaneous

Reseller agrees that it will not file a chargeback with its issuing bank and understands in doing so it gives TecTecTec the right to take legal action to enforce this Agreement. In the event TecTecTec must seek legal action to enforce this Agreement or collect a debt, Reseller shall pay TecTecTec's legal fees.

Reseller authorizes TecTecTec to keep this agreement on file and apply its terms to all future transactions made between TecTecTec and Reseller.