



Thank you for your interest in becoming an Icom Authorized Reseller. All Icom Authorized Reseller accounts require approval. Upon approval, Icom America will notify our distributors of your status. Complete this application and email a signed PDF to: AviationReseller@IcomAmerica.com.

Submitting Distributor: _____

- 1. Does this account want access to Icom's Technical Support Center? Yes No
- 2. Does this account want access to purchase parts, programming software, and programming cables directly from Icom? Yes No

Reseller

Contact Information

Name: _____ Title: _____
 Email Address: _____
 Phone: _____ Fax: _____
 Company Name: _____ Federal Tax ID #: _____
 Corporate Website: _____

Physical Address

Street Address: _____
 City: _____ State: _____ ZIP: _____
 Airport Name: _____ Hangar #: _____
 LAT: _____ LON: _____

Please list any other store locations on the last page of this form ("Additional Store Locations").

Billing Address

Billing address same as physical address
 Street Address: _____
 City: _____ State: _____ ZIP: _____

- 1. Are you currently an Icom Reseller? Yes No
 - 1a. If yes, please indicate your annual Icom sales: \$ _____
- 2. Additional business names (DBAs, if applicable).
 - Name: _____
 - Name: _____
 - Name: _____

3. Through which sales channels do you sell Icom products? *(Check all that apply)*

- Brick and mortar
- Online store
- Mobile
- Self-servicing
- Government
- Other *(please describe):* _____

3a. Business Type *(Check all that apply)*

- Airline or charter operation
- Aviation or airport maintenance provider
- Avionics installation business
- Helicopter operations provider
- Land mobile communications provider
- Pilot shop

3b. If you plan to sell online, please list all e-commerce websites:

URL: _____

URL: _____

URL: _____

3c. Icom's eCommerce Policy prohibits online auction sales. Do you currently sell Icom products on auction-based platforms? Yes No

3d. List any third-party platform(s) that you currently sell products on:

1. _____

2. _____

3. _____

4. List any distributors from which you currently purchase or plan to purchase Icom products:

Name: _____

Name: _____

Name: _____

5. To help us understand your business model and strategy, please indicate the services you support.

Installation

Panel Mount: Radio Antenna

Navigation: Radar Other

Safety: Transponder

Service

Panel Mount

Navigation

Safety

6. Certifications

FAA-certificated repair station *(Check all that apply)*

Panel upgrades Aircraft audio installation Radar installation GPS installation

NAV/COM installation Transponder installation ADS-B installation Aircraft maintenance

Airport maintenance Inspections Repair & overhaul

Instrument and transponder testing (14 CFR 91.411 and 91.413) Other _____

Authorized aircraft radio technician (FCC-licensed or equivalent)

Licensed aircraft maintenance technician (A&P or equivalent certification)



Approval Statement

By submitting this application, you agree to the terms and conditions of the Icom's Authorized Reseller Program, including Exhibit A, and represent that all information provided in this application is true and correct.

You further agree that this application may be executed electronically, that any electronic or digital signature shall have the same legal effect as a handwritten signature, and that electronic or digital copies of this application shall be deemed originals and admissible as evidence to the fullest extent permitted by applicable law.

Signature of Applicant

Date

Additional Store Locations

Store Name/Number: _____
Physical Address: _____
City: _____ State: _____ ZIP: _____
Phone: _____ Fax: _____
LAT: _____ LON: _____

Store Name/Number: _____
Physical Address: _____
City: _____ State: _____ ZIP: _____
Phone: _____ Fax: _____
LAT: _____ LON: _____

Store Name/Number: _____
Physical Address: _____
City: _____ State: _____ ZIP: _____
Phone: _____ Fax: _____
LAT: _____ LON: _____

Store Name/Number: _____
Physical Address: _____
City: _____ State: _____ ZIP: _____
Phone: _____ Fax: _____
LAT: _____ LON: _____

Store Name/Number: _____
Physical Address: _____
City: _____ State: _____ ZIP: _____
Phone: _____ Fax: _____
LAT: _____ LON: _____

EXHIBIT A

NOW THEREFORE, for good and valuable consideration, Reseller agrees as follows:

I. DEFINITIONS.

- A. Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement.
- B. Applicable Law means the applicable common law and all statutes, laws, rules, regulations, ordinances, policies and procedures established by any governmental authority with jurisdiction over the parties that are in effect on or after the Effective Date, as they may be amended from time to time.
- C. Distributor shall mean the company selling Products to Reseller.
- D. End-User Customer shall mean individual or commercial customers of Reseller that are end-users and will not be further reselling any Products.
- E. Force Majeure means an event caused by or resulting from an act of God; labor strike, lockout or other industrial disturbance; war (declared or undeclared); riot; epidemic; fire or other natural disaster or catastrophe; act of any government; and any other similar cause which is not within a party's reasonable control.
- F. Icom means, Icom America, Inc. the U.S. distributor of the Products.
- G. Product means the goods sold by Distributor.
- H. Term is the period starting on the Effective Date and ending on the date that this Agreement terminates.
- I. Territory is the geographic area set forth on in section 6 of this Agreement.

II. NONEXCLUSIVE DISTRIBUTION RIGHTS.

- A. Appointment.
 - 1. Reseller agrees to buy product from Distributor, solely and exclusively to enable Reseller to distribute and sell Icom products to Reseller's customers located within the designated Territory.
 - 2. Distributor's appointment of Reseller is non-exclusive. Without prior notice to, or consent of Reseller, Icom or Distributor may sell product to any person and enter into arrangements of any kind with any person for the distribution or sale of product to any person. Distributor shall have the right to prohibit Reseller from selling Products to any person or entity, in Distributor's sole discretion.

III. PRODUCT PURCHASES. Distributor agrees to sell Product to Reseller, and Reseller agrees to buy Product from Distributor.**IV. RESELLER'S ADDITIONAL OBLIGATIONS.** Reseller also agrees as follows:

- A. Notification of Problems. Reseller shall as soon as reasonably possible: (i) inform Distributor of any material problems that it discovers or uncovers regarding Product, and (ii) forward to Distributor any and all complaints or demands that Reseller receives from an End-User, consumers, government agencies, or other persons regarding the quality, contents or ingredients of the Product so that Distributor may take the action that it deems appropriate, including taking no action.
- B. Records and Reporting Requirements. Upon the written request of Distributor, Reseller shall deliver to Distributor a report: (i) detailing the sale of the Products, and (ii) the city, state and zip code where Products were delivered.
- C. Insurance. During the Term, Reseller shall, at its sole cost and expense, maintain in force policies of insurance that are customarily carried by independent companies, including, without limitation, commercial general liability, automobile liability, property damage, products liability, and worker's compensation and other types of insurance if required by Applicable Law. All insurance policies that Reseller carries shall be written by recognized insurance companies.
- D. Marks. Icom hereby grants to Reseller for the Term a non-transferable, non-sublicensable, non-exclusive, revocable, and royalty-free license to use Icom's trademarks, logos, service marks, trade names, images, and/or copyrighted material (collectively, the "Company Marks"), in the United States solely in connection with the purposes set forth pursuant to this Agreement and in accordance with the terms herein. Further, the Company Marks shall be used, in each instance, only as approved by Company in writing (such approval not to be unreasonably withheld, conditioned or delayed) and only in the exact form, size, style, color and type prescribed by Icom without deviation. Reseller further agrees that: (i) it shall not use the Company Marks in combination with any other trademark, service mark, or

Initials: _____

logo, without the prior written approval of Icom; (ii) it shall not use the Company Marks at any time, directly or indirectly, to tarnish, denigrate, or disparage, Icom; (iii) the Company Marks are and shall remain the exclusive property of Company or its parent/affiliates; (iv) its use of the Company Marks shall inure solely to the benefit of Icom and/or its parents/affiliates; and (v) upon termination/expiry of the Reseller Agreement, Reseller shall immediately cease use of the Company Marks. Reseller acknowledges that the unauthorized use of the Company Marks by Reseller will cause irreparable harm and shall constitute grounds for immediate termination at Company's discretion and entitle Company to an injunction in addition to any other remedies available at law or in equity. Reseller acknowledges and agrees it has paid or received no consideration to use the Company Marks.

E. Termination Without Cause.

1. The parties acknowledge and affirm their intention to create an "at-will" relationship. The parties furthermore acknowledge and agree that: (i) the Term of this Agreement is not for a fixed period, or minimum period, of time, and (ii) at any time either party may terminate this Agreement without cause in accordance with the procedures in this Section. Each party hereby accepts the risk that the other party may terminate this Agreement at any time without cause in accordance with this section.

2. If a party desires to terminate this Agreement without cause, the terminating party shall give written notice to the other party, in which case this Agreement shall automatically terminate 30 days after written notice is given or on the later date specified in the written notice. Neither party shall be liable to the other for any losses, damages, costs or expenses resulting from a termination without cause. Each party hereby agrees that 30 days is a reasonable minimum notice period.

F. Termination with Cause. Distributor may terminate this Agreement, in its sole discretion and election, effective immediately upon Distributor's delivery of written notice of termination to Reseller if Reseller fails to cure a monetary default within 10 days after Company gives written notice of default or Reseller fails to abide by any pricing policies. Either party may terminate this Agreement in its sole discretion and election, effective immediately upon such party's delivery of written notice of termination to the other party based on any of the following grounds: (i) if a party fails to cure a non-monetary default within 10 days after the other party gives written notice of default; or (ii) immediately upon a party's insolvency or filing for bankruptcy protection, or upon a party's business being placed in the hands of a receiver, assignee or trustee, whether by voluntary act or otherwise. Neither Icom or the Distributor shall be liable to any End-User, or any other person due to the termination of this Agreement with or without cause.

G. Rights and Obligations on Termination. The parties agree to the following terms and conditions should this Agreement terminate with or without cause:

1. Product. Distributor shall have no duty to accept new orders of Product. The sale or shipment of Product to Reseller or any other act after termination of this Agreement shall not constitute a waiver of the termination or any other rights of Icom, Distributor or Reseller, as applicable, under Applicable Law.

2. Obligations; No Relief. Termination of this Agreement with or without cause shall not render either party liable to the other for lost future profits or for expenditures, investments or commitments made in contemplation of this Agreement. Except for the foregoing sentence, nothing in this Agreement shall limit a party's remedies under Applicable Law due to the other party's breach of this Agreement.

V. ASSIGNMENT. Reseller may not directly or indirectly sell, assign or transfer its rights, nor delegate its duties or obligations, under this Agreement without Distributor's prior written consent, not to be unreasonably withheld or delayed.

VI. REPRESENTATIONS AND WARRANTIES. To induce the Distributor to enter into this Agreement, Reseller represents and warrants as follows:

A. Authority; No Conflict. It is duly organized and existing under the laws of the state of incorporation; is duly certified to do business in all states in which it is required to register except where the failure to be so qualified would not reasonably be expected to materially adversely affect its ability to perform its obligations under this Agreement; has all necessary power and legal authority to enter into and perform its obligations under this Agreement; when fully executed and delivered, this Agreement will constitute the legal, valid and binding obligation of it, enforceable against it in accordance with its terms; and the person executing this Agreement on such party's behalf has the authority to bind it to this Agreement and that authority has not been modified, limited or revoked. It is not a party to any other agreement, transaction, obligation or commitment that conflicts with its obligations as set forth in this Agreement.

B. Independent Investigation; No Reliance. It has read this Agreement and understands its terms and has had an opportunity to confer with its business advisors and legal counsel of its own choice concerning its provisions and fully understands the binding effect of the provisions of this Agreement. It does not enter into this Agreement based on any promise or guaranty, express or implied, about the revenues, profits or success of the business venture contemplated by this Agreement.

C. Compliance with Laws. Reseller shall comply with all Applicable Laws concerning the sale of Products.

D. No Franchise. Reseller does not intend in any manner to create or establish, and hereby disclaims, any franchise with Distributor or Icom.

E. No Payment. Reseller acknowledges that: (i) it has paid nothing, directly or indirectly, to induce Icom or Distributor to enter into this Agreement; and (ii) the expenses that Reseller pays to third parties to fulfill its duties under this Agreement are ordinary business expenses and normal costs of doing business and are not paid for the account of Distributor or Icom.

Initials: _____

VII. RELATIONSHIP OF PARTIES; INDEMNIFICATION.

A. Independent Contractor. This Agreement does not create a fiduciary relationship or joint venture between the parties, make Reseller a franchisee of Distributor or Icom, or make either party a general or special agent, partner or employee of the other for any purpose. With respect to all matters, Reseller's relationship to Distributor is as an independent contractor. Reseller is the independent owner of its business and in sole control of all aspects of its operation and shall conduct its business using its own judgment and discretion, subject only to the provisions of this Agreement. Reseller has no authority to transact any business, incur any obligations or undertake any activities in Distributor's or Icom's name or on their behalf or otherwise bind Icom or Distributor in any manner. Reseller is the sole employer and hiring firm of its employees and independent contractors under Applicable Law for all purposes.

B. Indemnification by Reseller. Reseller shall indemnify, defend and hold Icom and Distributor, Icom's and Distributor's parent, affiliates and their respective officers, members of the board of directors, shareholders, trustees, members, managers, employees, agents, successors and assigns, harmless from and against any and all costs, expenses, losses, liabilities, damages, causes of action, claims and demands whatsoever that they, or any of them, may sustain or incur as a result of claims brought by a third party alleging or resulting from: (i) Reseller's breach of this Agreement; (ii) negligent conduct, fraud or willful misconduct by Reseller; and/or (iii) violations of Applicable Law by Reseller; and/or (vi) infringement or alleged infringement of a third party's intellectual property rights. Reseller's obligation to indemnify Company shall include reasonable costs and expenses incurred in defending any third party claim covered by Reseller's indemnification, including, without limitation, reasonable outside attorneys and other related professional fees.

VIII. WARRANTIES

A. Except for the warranty card in each product box, ICOM AND DISTRIBUTOR DISCLAIM ALL OTHER, AND MAKES NO, EXPRESS OR IMPLIED WARRANTIES CONCERNING PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

B. Reseller is not authorized to extend to any End-User or any other person any warranty, whether express or implied, relating to Product and shall indemnify and hold Icom and Distributor free and harmless from any claims brought by any person resulting from a warranty or representation made by Reseller not specifically authorized by Icom or Distributor in writing; or Reseller's failure to effectively disclaim any express or implied warranty concerning Product. Reseller's indemnity pursuant to this section shall not preclude

Distributor from declaring Reseller in breach of this Agreement and pursuing all remedies available against Reseller under Applicable Law.

IX. GENERAL PROVISIONS.

A. Time of the Essence. Time is of the essence of this Agreement with respect to each and every provision of this Agreement in which time is a factor.

B. Rights and Remedies. All rights and remedies provided by this Agreement are in addition to, and not in lieu of, all other rights and remedies available to a party under Applicable Law including, without limitation, the right to specific performance, damages, injunctive relief and other extraordinary remedies.

C. Withholding of Consent. Where this Agreement requires a party's approval or consent, except as otherwise provided, such party may refuse or withhold its approval or consent in such party's sole and absolute discretion.

D. Waiver. No waiver shall be effective unless it is in writing. Any waiver granted by one party to the other party is without prejudice to any other rights that the granting party may have. No delay on the part of a party in the exercise of any right or remedy shall operate as a waiver. Company's acceptance of Reseller's payment for Product after a breach of this Agreement does not constitute Company's waiver of the breach or default.

E. Paragraph Headings; Language. Paragraph headings are inserted for convenience and do not affect the meaning or construction of this Agreement. The language in this Agreement shall be construed according to its fair meaning and not strictly for or against Company or Reseller. Nothing in this Agreement is intended, nor shall it be deemed, to confer any rights or remedies upon any person that is not a party.

F. Binding on Successors. The covenants, agreements, terms and conditions in this Agreement shall be binding on and inure to the benefit of the permitted successors and assigns of each party.

G. Validity; Conformity With Applicable Law. Wherever possible, each provision of this Agreement shall be interpreted in a manner so it is valid and enforceable under Applicable Law, but if any provision is invalid or prohibited under Applicable Law, that provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

H. Amendments. No amendment, change, modification or variance to or from the terms and conditions in this Agreement shall be binding on any party unless it is in writing and executed by at least one authorized agent or officer of Reseller and by two duly authorized officers of Company.

Initials: _____

I. Complete Agreement. This Agreement, together with the recitals and schedules which the parties hereby incorporate by reference, constitutes the entire agreement between the parties with respect to Reseller’s right to buy Product from Company for resale to the Customers and supersedes and cancels any prior or contemporaneous discussions or understandings with respect to the same. Neither Company nor Reseller rely on any prior or contemporaneous discussions or agreements and will look exclusively to this Agreement for the terms of their relationship.

J. Survival; Further Assurances. All provisions of this Agreement which expressly, or by their nature, require performance, or apply to a period, after the termination or transfer of this Agreement including, without limitation, Company’s right to inspect Product and each party’s compliance with its duties following termination and duties regarding confidentiality and indemnification, shall indefinitely survive, and be enforceable, following termination of this Agreement. Each party agrees to execute any additional documents or instruments that are reasonable or necessary to effectuate the purposes of this Agreement.

K. Choice of Law; Dispute Resolution. Washington law shall govern the construction, interpretation, validity and enforcement of this Agreement without regard to conflict of law principles unless the subject matter of the dispute arises exclusively under federal law, in which case federal law shall govern. The venue for any controversy or claim arising out of, or relating to, this Agreement, the execution or breach hereof, shall be settled in the state Superior Court located in King County, Washington or the Federal courts in Seattle, Washington. Any judgment upon any award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof.

L. Agreement to Limit Damages to Actual Damages. Neither party shall be liable to the other party (or to any person claiming rights derived from the other party) for incidental, consequential, special, punitive, or exemplary damages of any kind, including lost profits for loss opportunities, loss of business, or other economic damage, including injury to property, and each party agrees to limit its claim for damages arising from a breach of this Agreement to the non-breaching party’s actual damages. For the sake of clarity, however, this provision shall not limit a party’s duty to indemnify the other party for damages of any kind pursuant to the indemnity provisions in this Agreement.

Approval Statement

By submitting this application, you agree to the terms and conditions of the Icom’s Authorized Reseller Program, including Exhibit A, and represent that all information provided in this application is true and correct.

You further agree that this application may be executed electronically, that any electronic or digital signature shall have the same legal effect as a handwritten signature, and that electronic or digital copies of this application shall be deemed originals and admissible as evidence to the fullest extent permitted by applicable law.

Signature of Applicant

Date