

PURCHASE AGREEMENT FOR MIW WHOLESALER INVENTORY

This Purchase Agreement for MIW Wholesaler Inventory (“**Agreement**”) is dated as of _____, 20____ (“**Effective Date**”) by and between MIW Wholesaler Corp, a Florida company (“**MIW Wholesaler**”) and _____, a _____ (“**Purchaser**”).

BACKGROUND

- A.** Subject to this Agreement, Purchaser desires to purchase certain inventory from MIW Wholesaler.
- B.** If MIW Wholesaler determines to sell Inventory to Purchaser, MIW Wholesaler agrees to sell to Purchaser such Inventory under the terms and conditions of this Agreement and Purchaser agrees to purchase such Inventory under the terms and conditions of this Agreement.

NOW, THEREFORE, and in consideration of the mutual promises set forth in this Agreement, MIW Wholesaler and Purchaser agree:

OPERATIVE PROVISIONS

1. Definitions

“**Affiliate**” means a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights or has another contractual right to control the operations of such other entity.

“**Inventory**” means any accessories, chargers, batteries, SIM cards and/or Devices or any other items related to Devices that MIW Wholesaler choses to sell.

“**Price**” means the purchase price for Inventory.

“**Sales and Use Taxes**” means state and local sales and use taxes, including Arizona transaction privilege tax, Arkansas gross receipts tax, Hawaii general excise tax, Illinois retailers’ occupation tax and New Mexico gross receipts tax.

“**MIW Wholesaler Marks**” means all service marks, trademarks, and trade names used in connection with the service and products sold by MIW Wholesaler and MIW Wholesaler Affiliates, including “MIW Wholesaler” and all other MIW Wholesaler-owned or MIW Wholesaler licensed trademarks and logos.

“**MIW Wholesaler Warehouse**” means a distribution center as determined by MIW Wholesaler.

“**User Data**” means (1) any data on Inventory beyond the data that is on Inventory at the time the Inventory is first assembled at the factory, (2) any MIW Wholesaler loaded information, such as proprietary software, data or applications, and (3) customer added or downloaded data and applications.

Examples of User Data include call detail information, photographs, text messages, device usage data, downloaded applications, etc.

“Grade A+” - Almost Like new, excellent cosmetic condition, with no or very few visible signs of scratches or marks.

“Grade A” - Light wear & tear, very good cosmetic condition, with some light scratches or marks on the phone.

“Grade AB” - Normal wear & tear, in good to fair cosmetic condition, with scratches or marks on phones usually due to wear and tear.

“Grade B” - Poor condition and with numerous heavy imperfections and may have numerous heavy scratches on screen or housing.

2. Term and Termination

2.1 Term

Subject to the breach and early termination provisions set forth in Section 13 of this Agreement, the term of this Agreement begins on the Effective Date and continues until termination by either party upon thirty (30) days advance written notice.

2.2 Effect of Termination

In the event this Agreement is terminated for any reason each party agrees to cooperate to wind down their activities under this Agreement in an efficient and expeditious manner. In the event of any termination of this Agreement while any purchase process remains unfulfilled and unperformed, MIW Wholesaler, in its sole discretion, may elect to either fulfill such purchase or terminate it.

3. Scope

This Agreement sets forth the terms that apply to Purchaser’s purchase of Inventory from MIW Wholesaler. Inventory purchased from MIW Wholesaler under this Agreement may be used by Purchaser solely for resale outside of the Restricted Area as defined in Section 6.3 (the **“Purpose”**).

4. Device Sales Process

Based on the availability of Inventory that MIW Wholesaler has from time to time, MIW Wholesaler may, in its sole discretion, offer a list of inventory to potential purchasers that desire to purchase Inventory, as described in more detail below.

4.1 Each Inventory List will include, at a minimum the following information

- Model
- GB
- Color
- Cosmetic Grade
- Quantity

4.2 If Purchaser is interested in purchasing Inventory, Purchaser will submit a response(s) with

- Order Quantity
- Offer Price
- Extended Value

- 4.3 MIW Wholesaler will evaluate the offer and create an invoice once the offer is accepted.
- 4.4 If Purchaser receives an invoice, Purchaser must submit Full Payment (described in Section 7.3 below) for the applicable Inventory awarded to Purchaser pursuant to the invoice. If Purchaser fails to submit Full Payment to MIW Wholesaler within two (2) business days following receipt of the invoice (or such longer time period as MIW Wholesaler may, in its sole discretion, indicate from time to time), (i) Purchaser may forfeit the opportunity to purchase such Inventory in MIW Wholesaler's sole discretion, and (ii) MIW Wholesaler may sell such Inventory to other potential purchasers. MIW Wholesaler has no obligation to Purchaser with respect to the Inventory until MIW Wholesaler receives Full Payment for such Inventory.

5. Device Packaging

Inventory will be packaged in cardboard boxes with separators as MIW Wholesaler's standard shipping method unless otherwise identified by MIW Wholesaler.

6. Removal of MIW Wholesaler Marks and User Data; Restricted Area

6.1 Removal of MIW Wholesaler Marks from Inventory

Inventory may have MIW Wholesaler Marks on both the hardware and the software. Purchaser is responsible for the removal of all MIW Wholesaler Marks and other MIW Wholesaler branding elements from both the hardware and software for all Inventory sold to Purchaser under this Agreement in accordance with MIW Wholesaler's then-current debranding requirements before they can be used for the Purpose. No rights or licenses, trademarks, inventions, copyrights, patents or other intellectual property rights, are implied or granted under this Agreement and it is expressly understood by Purchaser that the MIW Wholesaler Marks are proprietary. Failure to perform Debranding Services will result in a material breach of the Agreement.

6.2 Removal of User Data from Inventory

Inventory might contain User Data. Purchaser is fully responsible for any unauthorized collection, access, disclosure and use of, and access to, User Data on Inventory. Accordingly, Purchaser warrants that it will employ administrative, physical, and technical safeguards that prevent the unauthorized collection, access, disclosure, and use of User Data on Inventory. Purchaser shall promptly remove and destroy all User Data from each piece of Inventory upon Purchaser's receipt of Inventory. Purchaser shall not access, use, disclose, or store any User Data on, except as necessary to remove and destroy such User Data. Purchaser shall not sell, or transfer in any way, any Inventory to any third party prior to removing and destroying all User Data from Inventory. If Inventory cannot be accessed to remove the Privacy Restricted Data for any reason then it may not be sold by Purchaser. Failure to remove User Data will result in a material breach of the Agreement.

6.3 Restricted Area.

Purchaser may not sell any Inventory in a Restricted Area. For purposes of this Agreement, "Restricted Areas" will include any export restricted locale defined by MIW Wholesaler, the US government or by law.

6.4 Refurbished Labelling

Purchaser will be responsible for properly labeling used Inventory as “used” or “refurbished” (or comparable designation) in accordance with any and all applicable federal, state and local laws or, if applicable, foreign law. It shall be Purchaser’s responsibility to make certain that software and data have been installed to ensure proper network operation. Purchaser represents and warrants it will have all necessary rights and licenses to use and distribute all software and components on Inventory it retains or purchases under this Agreement. MIW Wholesaler’s obligations shall not extend beyond supplying the Purchaser with Inventory and corresponding ESN information.

6.5 Failure to Follow Guidelines.

If Purchaser fails to follow the branding and distribution guidelines outlined in this Section, MIW Wholesaler, after providing documentation of such failure, will charge Purchaser \$500 for each piece of Inventory that Purchaser fails to de-brand, fails to remove User Data, or distributes out of the Restricted Area. This fee is in addition to any other rights or remedies of MIW Wholesaler under this Agreement.

7. Price, Taxes, Invoicing and Payment

7.1 Price

The Price for Inventory will be indicated on the invoice.

7.2 Taxes

To be eligible to purchase any Inventory under this Agreement, Purchaser must provide to MIW Wholesaler a valid and complete state resale exemption certificate(s) that specifically applies to property purchased from MIW Wholesaler to be resold to end users, for the state(s) shown as Purchaser’s designated shipping location, or such other shipping location designated by Purchaser. Purchaser will be responsible for any Sales or Use Taxes on the Inventory bought from MIW Wholesaler or any excise, personal property, or business taxes imposed by any foreign, federal, state, or local government or taxing authority with respect to the Inventory that Purchaser purchases under this Agreement. Purchaser will itemize sales or use taxes separately on Purchaser’s payments to MIW Wholesaler. Purchaser’s Tax liability will include penalties, fines or interest thereon.

7.3 Payment and Invoicing Procedures

7.3.1 MIW Wholesaler will invoice Purchaser for Inventory that was awarded to Purchaser.

Purchaser must prepay MIW Wholesaler, by wire transfer, one hundred percent (100%) of the total Price for all Inventory (“Full Payment”).

7.3.2 Upon the Invoice of MIW Wholesaler Inventory to the Purchaser, Purchaser will pay MIW Wholesaler within two (2) days of the date of the invoice.

7.3.3 Payments should be sent via wire transfer to the following location:

** The buyer needs to pay for the bank transaction fees.

International/Domestic Wire Transfer Information is as below:

Bank Name:
Bank Address:
Swift Code:
Routing Transfer Number:
Beneficiary Account Number:
Beneficiary Name: MIW Wholesaler Corp

- 7.3.4 Purchaser must pay MIW Wholesaler All Bank fees associated with the wire transfer to ensure MIW Wholesaler will receive 100% amount of the invoice value.

8. Shipment, Acceptance and Risk of Loss

- 8.1 **Shipments.** MIW Wholesaler will deliver shipment to Purchaser's agent (transportation carrier), as instructed by Purchaser. Title to Inventory and all financial risk thereof, passes to Purchaser at MIW Wholesaler's dock. All aspects of transportation management are the full responsibility of the Purchaser which includes but are not limited to; selection of specific carrier, total expense of transport, insurance, arrangement for timely pick-up of shipment tender, and all claims against transportation-carrier for damage or lost shipment.
- 8.2 **Pick-Up.** Purchaser is required to perform the act of physical receipt of product (accept MIW Wholesaler's tender of shipment at MIW Wholesaler's Warehouse) within 48 business hours. If Purchaser fails to adhere to the timely requirements mutually agreed-upon to perform acceptance of shipment tender by MIW Wholesaler to Purchaser, MIW Wholesaler will tender shipment into the act of transport, utilizing a MIW Wholesaler managed transportation carrier. The terms of delivery will be FOB ORIGIN: COLLECT. Title passes and all financial risk thereof, passes to Purchaser at MIW Wholesaler's dock. The transportation-carrier will invoice Purchaser for the total expense of transport and shipment delivery to a mutually agreed upon named place.
- 8.3 **Risk of Loss.** Risk of loss or damage for Inventory transfers to Purchaser when the Inventory is picked up from the MIW Wholesaler Warehouse. This applies to the situation that purchaser selects to pre-paid MIW Wholesaler shipping cost and then the shipment was shipped under MIW Wholesaler's FedEx/UPS account.

9. Warranties and Indemnification

- 9.1 **ALL INVENTORY IN THIS AGREEMENT IS PROVIDED TO PURCHASER IN "AS IS, WHERE IS" CONDITION AND ALL SALES UNDER THIS AGREEMENT ARE FINAL. MIW WHOLESALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY INVENTORY PROVIDED BY MIW WHOLESALER. SPECIFICALLY, ALL IMPLIED WARRANTIES ARE DISCLAIMED,**

INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, OR NON-INFRINGEMENT. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NO ONE IS AUTHORIZED TO MAKE ANY WARRANTY ON MIW WHOLESALER'S BEHALF, AND PURCHASER CANNOT RELY ON ANY SUCH STATEMENT OF WARRANTY. PURCHASER ACKNOWLEDGES THAT MIW WHOLESALER IS NOT THE MANUFACTURER OF ANY INVENTORY, INCLUDING ANY DEVICE. MIW WHOLESALER DOES NOT OFFER ANY REPRESENTATION OR WARRANTY THAT PURCHASER WILL NOT NEED A THIRD-PARTY LICENSE TO USE OR OPERATE THE INVENTORY. MIW WHOLESALER DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON MIW WHOLESALER'S BEHALF.

9.2 Purchaser Indemnification

Purchaser will indemnify and defend MIW Wholesaler and its respective Affiliates, directors, officers, agents, or employees (each, a "**MIW Wholesaler Indemnatee**") from and against all claims, damages, losses, liabilities, costs, expenses and reasonable attorney's fees arising out of any claim by a third party against a MIW Wholesaler Indemnatee arising from or relating to (1) any Inventory acquired by Purchaser under this Agreement; (2) any breach of this Agreement, (3) any act or omission by Purchaser related to Section 7 of this Agreement, or (4) the violation of any applicable environmental international, federal, state, or local laws or regulations pertaining.

9.3 Indemnification Procedures

Purchaser will, at its option, settle or defend the claim at its sole expense and with its counsel, which must be reasonably satisfactory to MIW Wholesaler. MIW Wholesaler will cooperate in all reasonable respects with Purchaser and its legal representatives in the investigation, trial, and defense of the claim and any appeal; provided, however, that MIW Wholesaler may, at its own expense, participate, through its legal representatives or otherwise, in the investigation, trial, and defense of the claim and any subsequent appeal. Purchaser will not enter into any settlement of the claim that involves a remedy other than payment of money by Purchaser without MIW Wholesaler's consent, which consent will not be unreasonably withheld or delayed. If Purchaser fails to timely defend the claim or take control of the defense and investigation of the claim, MIW Wholesaler, with written notice to Purchaser and without waiving any rights to Purchaser's indemnification obligations, may step in and settle or defend the claim with its own counsel and Purchaser will reimburse MIW Wholesaler on demand for all damages and costs incurred by MIW Wholesaler in defending and settling the claim, including without limitation, attorney's fees, damages, costs, fees, liabilities, and losses.

10. Limitation of Liability

10.1 General Limitation

Neither party will be liable under this Agreement for lost profits or savings, consequential, indirect, or punitive damages for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages.

10.2 Exclusions

The limitations in the preceding subsection do not apply to (i) a party's indemnification obligations, (ii) any gross negligence, willful misconduct, or fraudulent act or omission; or (iii) a party's obligations related to Confidential Information or User Data.

11. Purchaser Environmental Policy

Purchaser agrees to implement an effective corporate environmental policy that will:

- (i) ensure knowledge and awareness about environmental issues among all Purchaser Personnel;
- (ii) ensure Purchaser uses International Standard ISO 45001 as a framework for its environmental analysis and as a basis for communicating environmental performance of Purchaser's processes, products and services;
- (iii) utilize pollution prevention and resource conservation concepts, such as those established within the Design for Environment (DfE) Program utilized by the Environmental Protection Agency (EPA), to include strategies to (1) reduce greenhouse gas emissions; (2) secure energy from renewable sources; (3) recycle operational waste from commercial facilities; and (4) send for reuse or recycle network and IT waste; and
- (iv) encourage Purchaser Personnel to work with its supply chain organization to ensure it considers environmental aspects when making purchasing decisions.

For Inventory that Purchaser purchases from MIW Wholesaler hereunder, any Inventory components that Purchaser (or its agent) replaces as part of its repair/refurbishment of Inventory and/or removal of MIW Wholesaler Marks from Inventory will be considered **"Electronic Waste"**. Purchaser will be responsible for collecting all Electronic Waste and making sure it is disposed of properly and in accordance with MIW Wholesaler's Electronic Stewardship Program as found at [http://goodworks.MIW Wholesaler.com/planet/waste/e-waste](http://goodworks.MIWWholesaler.com/planet/waste/e-waste).

12. Breach and Remedies

12.1 Breach

In addition to other events of breach set forth in this Agreement, each of the following constitutes an event of breach under this Agreement:

- (a) Purchaser fails to pay any Full Payment by the Full Payment Due Date, which failure continues for more than two (2) days after receipt of written notice (email acceptable) from MIW Wholesaler;
- (b) Purchaser uses Inventory for any reason other than the Purpose as defined in Section 3;
- (c) Purchaser fails to comply with Section 7; or
- (d) MIW Wholesaler or Purchaser fails to comply with any other material representation, warranty, obligation or covenant set forth in this Agreement, which failure continues for a period of more than 30 consecutive days after receipt of notice from the non-breaching party specifying the breach.

12.2 Remedies

- (a) Upon the occurrence of any of the events of breach specified above, the non-breaching party may, upon notice to the breaching party, terminate this Agreement, and pursue any other right or remedy under this Agreement and any other right or remedy that it may have at law, in equity or under statute.

13. Force Majeure

If the performance of this Agreement is interfered with by any circumstance beyond the reasonable control of the party affected, the party affected by the force majeure is excused on a day-by-day basis to the extent of the interference, if the party notifies the other party as soon as practicable of the nature and expected duration of the claimed force majeure, uses all commercially reasonable efforts to avoid or remove the causes of nonperformance and resumes performance promptly after the causes have been removed. A “force majeure” under this Section 14 includes (i) acts of God, such as fire, flood, earthquake or other natural cause; (ii) terrorist events, riots, insurrections, war or national emergency; (iii) strikes, boycotts, lockouts or other labor difficulties, (iv) the lack of or inability to obtain permits or approvals, necessary labor, materials, energy, components or machinery, and (v) judicial, legal or other action of any governmental authority. Notwithstanding the foregoing, failure to pay any amounts due under this Agreement will not be excused under this Section 13.

14. Audit

MIW Wholesaler, or its authorized representatives, may at any time, upon reasonable notice, audit Purchaser’s performance of its obligations under this Agreement. For purposes of such an audit, Purchaser grants MIW Wholesaler and its representatives full and complete access, during normal business hours, to Purchaser’s facilities, books, records, procedures, and information that relate to Purchaser’s performance under this Agreement.

15. Confidential Information

15.1 Definitions.

“**Confidential Information**” means (i) this Agreement and all related discussions, negotiations and proposals and (ii) information, whether provided directly or indirectly from the other party (and, in the case of MIW Wholesaler, from customers) in writing, verbally, by electronic or other data transmission or in any other form or media or obtained through on-site visits at MIW Wholesaler or Purchaser facilities and whether furnished or made available before or after the date of this Agreement, that is confidential, proprietary or otherwise not generally available to the public. Confidential Information does not include information that is: (i) rightfully known to the receiving party before negotiations leading up to this Agreement; (ii) independently developed by the receiving party without relying on the disclosing party’s Confidential Information; (iii) part of the public domain or is lawfully obtained by the receiving party from a third-party not under an obligation of confidentiality; or (iv) free of confidentiality restrictions by Agreement of the disclosing party.

15.2 Nondisclosure. Each party acknowledges that while performing its obligations and exercising its rights under this Agreement it may have access to the other party’s Confidential Information. With respect to all Confidential Information, the parties agree that beginning on the Effective Date (or the date either party disclosed Confidential Information to the other) and continuing during and after the termination or expiration of this Agreement, neither party will disclose to any third party, and each party will keep strictly confidential, all Confidential Information of the other. To protect the Confidential Information of MIW Wholesaler from unauthorized use, including

disclosure, loss, or alteration, Purchaser will ensure that all hardware and software systems used to access MIW Wholesaler Confidential Information contain commercially reasonable security features. In no event will the receiving party fail to use reasonable care to avoid loss or unauthorized use, including disclosure, access, collection, or alteration of the disclosing party's Confidential Information.

15.3 Permitted Disclosure. MIW Wholesaler may disclose Purchaser's Confidential Information to MIW Wholesaler Affiliates, agents, contractors, and legal representatives, if they have a need to know and an obligation to protect the Confidential Information that is at least as restrictive as this Agreement. Purchaser may disclose MIW Wholesaler Confidential Information to its employees, agents and representatives if they have a need to know and an obligation to protect the Confidential Information that is at least as restrictive as this Agreement. Neither party will use the Confidential Information of the other party except solely as necessary in and during the performance of this Agreement.

15.4 Third Party Information. Neither party will disclose to the other party any confidential information of a third party without the third party's consent.

15.5 Return of Confidential Information. Within 15 Business Days of termination or expiration this Agreement, and at any time upon written request, the receiving party will return or destroy, at its option, all Confidential Information of the disclosing party. Upon the disclosing party's request, the receiving party will have an officer certify that the disclosing party's Confidential Information has been destroyed.

16. Miscellaneous

- (a) Purchaser may not assign this Agreement without the prior written consent of MIW Wholesaler. This Agreement is binding upon and inures to the benefit of the parties hereto and their permitted respective successors and assigns.
- (b) This Agreement will be governed by and construed in accordance with the procedural and substantive laws of the State of Florida without giving effect to its choice of law rules. Any cause of action or suit based upon or arising in connection with this Agreement shall be settled only by a court of competent jurisdiction in the State of Florida.
- (c) Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent.
- (d) Each party is responsible for its own costs and expenses in connection with this Agreement.
- (e) This Agreement sets forth the entire Agreement and understanding between the parties as to the subject matters covered therein and supersedes all prior Agreements, oral or written, and other communications between the parties relating to the subject matter of this Agreement. Except as otherwise provided in this Agreement, no amendment or modification of this Agreement will be valid or binding upon the parties unless made in writing and signed by the duly authorized representatives of both parties.

- (f) The acts or omissions of Purchaser and anyone with which it is associated (including its employees, affiliates, agents, contractors, subcontractors, and their employees) are Purchaser's acts or omissions.
- (g) MIW Wholesaler and Purchaser will each comply with all applicable laws as well as MIW Wholesaler- identified policies in connection with each of their respective performance and obligations under this Agreement. These obligations may include, but are not limited to, export/import control laws, Foreign Corrupt Practices Act, US Sanctioned Countries and Specially Designated Nationals laws, credit card association rules, National Automated Clearing House Association (NACHA) rules, the Patriot Act, Fair and Accurate Credit Transaction Act's Red Flag Rule, MIW Wholesaler's Identity Theft Prevention Program, and federal and state anti- money laundering rules.

(h) **Investigations**

Purchaser will cooperate with MIW Wholesaler and must provide information relevant to the investigation as reasonably requested. Purchaser will make Purchaser Personnel available to MIW Wholesaler for the purpose of MIW Wholesaler promptly investigating the conduct or performance of Purchaser or Purchaser Personnel under or related to this Agreement or an Order.

(i) **Fraudulent Activity**

Without limiting any other applicable provisions elsewhere in this Agreement or an Order:

- i. Purchaser will implement procedures to ensure Services are delivered to MIW Wholesaler free from fraudulent activity or other wrongful acts or omissions by Purchaser that may cause or result in any loss to MIW Wholesaler;
- ii. Purchaser will be proactive in seeking out and identifying potential fraudulent acts. Upon discovery of any fraudulent acts, Purchaser is responsible for immediately taking all appropriate action necessary to investigate and remove Purchaser Personnel responsible for the activity and will notify MIW Wholesaler of the fraudulent act(s);
- iii. Upon confirmation of the fraudulent act, Purchaser will be liable for all actual and direct costs incurred by MIW Wholesaler as a result of the fraudulent act;
- iv. MIW Wholesaler, in its sole discretion, may lead an investigation and take the appropriate actions necessary to investigate suspected or actual fraudulent acts. Purchaser will, within 24 hours of a request by MIW Wholesaler, make Purchaser Personnel available to MIW Wholesaler for purposes of investigating the actual or suspected fraudulent act. All documents and information related to the investigation and requested by MIW Wholesaler will be provided by Purchaser within 2 Business Days unless the parties agree to a longer timeframe; and
- v. Without limiting any of its other rights or remedies under this Agreement or at law, MIW Wholesaler may immediately terminate this Agreement or an Order, in whole or in part, without liability, if Purchaser commits a fraudulent act.

IN WITNESS WHEREOF, the parties hereof have caused this Agreement to be executed and hereby warrant and represent that their respective signatories have been and are on this date duly authorized to execute this Agreement by all necessary corporate action.

This Agreement made as of the date first written above.

MIW WHOLESALER CORP

PURCHASER

By: _____

By: _____

Name: Lucas De Paiva Ribeiro

Name: _____

Title: President

Title: _____

Date: 10/01/2021

Date: _____