

## Jabra Sport Addendum to Authorized Reseller Agreement

THIS JABRA SPORT ADDENDUM ("Sport Addendum") to the Authorized Reseller Agreement (the "Agreement") is made effective this \_\_\_\_ day of \_\_\_\_\_ (the "Effective Date"), by and between GN Netcom, Inc. d/b/a Jabra, a Delaware corporation with principal offices at 900 Chelmsford St., Lowell, Massachusetts 01851 ("Jabra") and the Authorized Reseller which has executed this Sport Addendum and the Agreement ("Reseller"). Jabra and Reseller are each sometimes referred to herein as a "party" or collectively as the "parties." The parties agree as follows:

1. Capitalized Terms. Capitalized terms used herein that are not otherwise defined herein shall have the meaning given to such terms in the Agreement.
2. Modification of Agreement. The parties agree that this Sport Addendum does not modify the Agreement in any way other than approving Reseller to resell Jabra Sport Products listed on Schedule A of this Addendum ("Jabra Sport Products") pursuant to the additional agreed upon guidelines in this Addendum. Should any conflict between the Agreement, the Internet Addendum and this Sport Addendum arise other than with respect to Jabra Sport Products, the terms and conditions of the Agreement shall govern the conduct of the parties.
3. Jabra Sport Appointment. Jabra grants to the Reseller and the Reseller accepts the non-exclusive right to fulfill orders and to market, sell, and distribute the Jabra Sport Products to End-Users located in the Territory solely in retail locations listed in the then-current Reseller's profile in the Portal and approved by Jabra.
4. Jabra Sport Product Guidelines.

Jabra Sport Product(s) are listed on Schedule A of this Sport Addendum ("Jabra Sport Products") and carry additional guidelines and restrictions not stated in the Agreement and Internet Addendum.

  - a. Prohibition of Internet Sales. Reseller is expressly prohibited from resale and/or selling Jabra Sport Products on the Internet.
  - b. Display Guidelines. Displays are required for all locations selling Sport Products with the exception for Resellers with mandated corporate planogram restrictions. Displays with monitor are included at not cost with a minimum purchase of five (5) Jabra Sport Products.
  - c. Personnel Training. Reseller's sales representatives at each location selling Jabra Sport Products must complete a training webinar, online Brainshark training or in person training.
5. Breach. Any violations of the terms of this Sport Addendum shall be deemed a breach of the Agreement, entitling Jabra to terminate either one or all of this Sport Addendum, the Internet Addendum, and the Agreement immediately, and to remedies available in the Agreement including, but not limited to, the Liquidated Damages referenced in Sections 3(b) and 4(b) of the Agreement.
6. Termination. This Sport Addendum is effective until the Agreement is terminated. Notwithstanding the foregoing, Jabra may terminate this Sport Addendum for any of the reasons set forth in the Agreement. In addition, either party may terminate this Sport Addendum at any time upon thirty (30) days written notice by the other party. Upon termination of this Sport Addendum, the parties shall comply with the termination provisions and obligations set forth in the Agreement which shall apply with equal force to this Sport Addendum.
7. Amendment of Schedules. GN may amend any Schedule in this Sport Addendum by written notice to the Reseller, and any such amendment shall become effective immediately upon receipt of such notice.

AUTHORIZED BY

AUTHORIZED BY GN Audio A/S (d/b/a JABRA)

Authorized By: \_\_\_\_\_

Authorized By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**SCHEDULE A**

**JABRA SPORT PRODUCTS**

Jabra Sport Rox

Jabra Sport Coach - Special Edition

Jabra Sport Pulse- Special Edition

Jabra Sport Pace