



Reseller Agreement

This agreement is made on the ____ day of _____, 2018, by and between Vitalen Auto Performance, Inc. (“Company”), with its principal place of business located at 925 Broadbeck Drive, Suite 215, Newbury Park, CA 91320 and _____ (the “Reseller”), with its principal place of business located at _____.

Now, therefore, in consideration of the promises hereinafter made by the parties hereto, it is agreed as follows:

1. The product(s) or product line(s) included in this agreement are but not limited to:

all Pedal Commander products and related accessories (the “Equipment”).

2. Distribution Right:

Company hereby appoints and grants Reseller the non-exclusive and non assignable right to sell the Equipment of Company to customers in the general public, so long as Reseller does not vary from the listed MSRP and MAP pricing as specified in Appendix A when selling to customers. The customers are end users who purchase the equipment from Reseller for the purpose of installation and use of the equipment. The Reseller shall have a Reseller permit or business license issued by its State or its government where the Reseller’s company is located or registered. 3. Reseller’s Purchases: The Equipment described herein which Resellers shall purchase from the Company directly, will be resold by Resellers as received from the Company without modification or rebranding (logos/white labeling) unless otherwise implied and agreed to by the Company.

4. **Trademarks and Logo Use:** Company hereby grants to the Reseller a limited right-to-use license (the “License”) for certain Company trademarks and logos (the “Logos”) for the duration of the Agreement as described herein, and under the following terms and Conditions:

a. This License is granted for the benefit of Company’s Resellers and others with a legitimate intent to advertise and sell Company’s Equipment; b. Or interest in or to the marks beyond that set forth herein; c. The Reseller may not, under any circumstances, alter the appearance of the Logos, either by alteration, size, color, or combination with any other logo. Breach of this section will be grounds for immediate termination of this License, and any other legal remedies Company may deem appropriate.

5. Non-existent in this contract agreement is there any implied or hidden impose liability or obligation on Company for any expenditure made or incurred by the Reseller, or for any sale or promotional activity undertaken by the Reseller, except pursuant to written and explicit request of representatives of Company.

6. **Terms:** The term of this Agreement shall be for one (1) year/365 days from the date hereof, unless sooner terminated. Following such Initial Term, this agreement shall be automatically renewed for successive one year, unless either party notifies the other in writing of an intention not to renew the Agreement within thirty (30) days of the end of the Initial Term. Termination shall not relieve either party of obligations incurred prior thereto. This Agreement may be terminated under the following stipulations without exception under any circumstances:

a. By the Reseller at any time upon thirty (30) days written notice to the Company. b. By the Company at any time upon thirty (30) days written notice to the Reseller. c. By the Company at any time upon immediate written notice to the Reseller if Reseller sells Company's products for less than the MSRP or MAP as specified. d. By Company upon immediate written notice to the Reseller for cause or in the event the Reseller breaches this contract (in any manner) and Reseller does not remedy such breach to the reasonable satisfaction of Company, if possible, within two (2) days of receipt of written notice of such breach; e. By Company upon thirty (30) days written notice to the Reseller in the event the Reseller becomes involved in any arrangements with creditor, voluntary or involuntary bankruptcy proceedings under the Bankruptcy Laws of the United States.

7. **Injunctive Relief:** Reseller agrees that its breach of this Agreement will constitute a material breach of the Agreement and will cause irreparable harm to Company, and in that event, in addition to other remedies provided by applicable law, Company will be entitled to immediate issuance of a temporary preliminary injunction enforcing this Agreement.

8. **Notice of Communication:** Any notice or communication required or permitted hereunder (other than Administrative Notice) shall be in writing and shall be sent by registered mail, return receipt requested, postage prepaid label and addressed to the addresses set forth below or to such changed addresses as any party entitled to notice shall have communicated in writing to the other party. Notices and communications to Company shall be sent to: Vitalen Auto Performance, Inc. 925 Broadbeck Drive Suite 215 Newbury Park, CA 91320

Notices and communications to Reseller shall be sent to:

9. Relationship of Parties:

The relationship between the parties established by this agreement shall be solely that of vendor and vendee and all rights and powers not expressly granted to the Reseller are expressly reserved to Company. The Reseller shall have no right, power or authority in any way to bind Company to the fulfillment of any condition not herein contained, or to any contract or obligation, expressed or implied.

10. **Non-Circumvention:** Reseller further promises and agrees to refrain from any “Circumventing” this Agreement. The term “Circumventing” includes the following:

a. Circumvent, bypass, or obviate the other, directly or indirectly, or avoid payment of fees or commission; b. Solicit or accept any business from Company’s sources or affiliates at any time or in any manner without the express written permission of the Company; c. Enter into any contracts, agreements, bills of sale, purchases or other like transactions with Company’s sources or affiliates regarding the sale of the Goods without the express written permission of the Company. d. Disclose any names, addresses, telephone numbers, fax numbers or emails of any contacts revealed by any party to third parties. Reseller recognizes such contacts to be the exclusive and valuable contacts of the Company, and will not enter into any direct negotiations or transactions with such contacts revealed by the Company. e. Undertake any action designed to prevent, interfere with, or otherwise infringe upon Company’s ability to benefit from the rights afforded under this Agreement or its Negotiations with its Supplier.

11. **Unfair Competition:** Each party promises and agrees not to engage in any Unfair Competition with the other party. The Parties agree that, in addition to any definition under law, “Unfair Competition” also includes the following:

a. The sale or unauthorized use or disclosure of any of the other’s Confidential Information. b. Directly or indirectly, in any individual or representative capacity, engage, participate or advertise with any business that is in competition in any manner whatsoever with the business of the other party. c. Directly or indirectly, in any individual or representative capacity, recruit any of the other party’s employees for the purpose of any related business.

12. Confidentiality Information:

Each Party acknowledges that the other Party's Confidential Information is material and confidential and that it affects the other Party's profitability. Each Party agrees to refrain from disclosing the other Party's Confidential Information to anyone, regardless of whether such disclosure is intentional or otherwise. Each Party also agrees to take reasonable steps to prevent the accidental, negligent, or otherwise non-intentional disclosure of the other Party's confidential information. "Confidential Information" is information that includes: (i) the business of the Parties including, but not limited to, the names of its suppliers, customers, Resellers, retailers, resellers, salespeople, and other parties otherwise and generally known as "middlemen," its marketing strategies, operations, or any other information of any kind which would be deemed confidential, a trade secret, a customer list, or other form of proprietary information; or (ii) information concerning any bids, or the fact that any project or service is under consideration, or in production, as well as any descriptions of the features of those designs or services. Unless otherwise stated in this Agreement, Confidential Information does not include information which at the time of disclosure is in the public domain.

13. **Indemnity:** The Reseller agrees to hold Company free and harmless from any and all claims, damages, and expenses of every kind or nature whatsoever (a) arising from acts of the Reseller; (b) as a direct or indirect consequence of termination of this Agreement in accordance with its terms; (c) arising from acts of third parties in relation to products sold to the Reseller under this Agreement, including, but not limited to execution of liens and security interests by third parties with respect to any such products; or (d) unless product falls under associated product warranty claims as provided in Section 14.

14. The Company agrees to provide a two (2) year product warranty for the Equipment sold to Resellers and their customers, which covers the Equipment if it is broken or defective. Resellers must provide their own return policy for their end users. After that period, Resellers may direct their customers back to the Company to discuss replacement options, but the Company will not issue any refunds.

a. A refund from the Company to the Reseller only applies if the Agreement is terminated and the Reseller has a credit balance with the Company.



Appendix A

Manufacturer's Suggested Retail Price (MSRP), Minimum Advertised Price (MAP) and Maximum Discounted Rate (MDR) Guidelines:

- Pedal Commander P4 - \$329.99 USD MSRP
\$299.99 USD MAP \$269.99 USD MDR*
- Pedal Commander BT - \$349.99 USD MSRP
\$329.99 USD MAP & \$296.99 USD MDR*

The MDR is not to be publicly advertised. The only advertising/marketing terms to be used are "\$XX off" the MAP, but the total sale price must not be disclosed on any public forum. If the Reseller sells any unit below the MDR price, publicly or privately, it will be considered a breach of contract and the Company will initiate immediate termination of this Agreement. The only exceptions for the MDR will be for special holiday pricing, set forth by the Company. The following dates and maximum discounted rates are as follows:

Pedal Commander P4 :

- New Years (December 26 - January 6): \$254.99 MDR - "\$15% off" or "\$45 off"
- Valentine's Day (February 7 - February 14): \$254.99 MDR - "\$15% off" or "\$45 off"
- Independence Day (July 1 - July 7): P4- \$254.99 MDR - "\$15% off" or "\$45 off"
- Labor Day (September 1 - September 7): \$254.99 MDR - "\$15% off" or "\$45 off"
- Veterans Day (November 8 - November 14): \$254.99 MDR - "\$15% off" or "\$45 off"
- Black Friday/Cyber Monday (November 23 - November 26): \$239.99 MDR - "20% off" or "\$60 off"
- Christmas (December 1 - December 21): \$239.99 MDR - "20% off" or "\$60 off"

Pedal Commander BT :

- New Years (December 26 - January 6): \$280.49 MDR - "\$15% off" or "\$49.50 off"
- Valentine's Day (February 7 - February 14): \$280.49 MDR - "\$15% off" or "\$49.50 off"
- Independence Day (July 1 - July 7): P4- \$280.49 MDR - "\$15% off" or "\$49.50 off"
- Labor Day (September 1 - September 7): \$280.49 MDR - "\$15% off" or "\$49.50 off"
- Veterans Day (November 8 - November 14): \$280.49 MDR - "\$15% off" or "\$49.50 off"
- Black Friday/Cyber Monday (November 23 - November 26): \$263.99 MDR - "20% off" or "\$65.99 off"
- Christmas (December 1 - December 21): \$263.99 MDR - "20% off" or "\$65.99 off"



Shipping:

Shipping is TBD upon order size. Drop shipping is \$15 per unit in the U.S. via USPS Priority Mail. Overnight shipping via FedEx is available Monday-Thursday before 2:00 pm PST, call for pricing. Pricing for international shipments will vary and will be disclosed on a case-by-case basis by the Company.

Wholesale:

Reseller may sell Equipment at any pricing they wish to any dealer or distributor, but they must maintain and promote the same dealer program seller agreement.

Online Marketplaces and Websites:

If Reseller utilizes a third party website, such as Amazon.com, eBay.com, or any other online website or app to sell Company's Equipment, Reseller agrees to provide their user information including any and all usernames, or aliases. Any Reseller is prohibited to sell on Amazon.com, for we have an exclusivity contract with the E-Commerce business 'Etailz'. Selling on all other platforms is allowed.

For Ebay sellers, all items sold must match current MAP structure, and may not offer any monetary discount in the listings. Any items being sold Online may not contain a "Or Best Offer" section. This is strictly prohibited.

Company: Signature: _____ Date: _____
Printed name: _____

Reseller: Signature: _____ Date: _____
Printed name: _____

Any and all other names by which this company operates (including usernames on 3rd party websites such as eBay, Amazon, etc.): _____
