

DEALER CODE: _____

AGENT ID: _____



PERMASHIELD USA, LLC

DEALER AGREEMENT

THIS AGREEMENT is effective as of _____ and is between **Permashield USA, LLC, an Oklahoma limited liability company** (“Permashield”), and _____ (“Dealer”), with its principal business located at _____.

I. PURPOSE

This Agreement establishes the non-exclusive right of Dealer to act as an authorized re-seller of PERMASHIELD’s products and services (“Products”) listed on the attached or supplemental Exhibit A in the sales area primarily served by Dealer for its core products and services.

II. PRICING AND SHIPPING

PERMASHIELD agrees to sell, and Dealer agrees to purchase and resell the Products in accordance with the pricing schedule set forth in Exhibit A. All shipments will be made Delivered at Place (DAP) (Incoterms 2010).

III. PAYMENT

Payments for Products will be by company check or wire, unless otherwise arranged by mutual agreement of the parties. Payments are due in full prior to the shipping date of the purchase order, unless credit terms are otherwise agreed in writing between the Parties. Dealer agrees to pay any attorney fees plus all reasonable collection fees and costs incurred by Permashield for the collection of any unpaid or delinquent accounts.

IV. WARRANTY

PERMASHIELD Products are sold subject to the applicable standard printed limited warranty in effect at the time of sale, and such limited warranty shall be in lieu of all other warranties express or implied. Dealer is not authorized to assume, on PERMASHIELD's behalf, any liabilities in connection with Dealer's sale of the Product other than as set forth in such standard limited warranty. Dealer shall indemnify and hold PERMASHIELD harmless with respect to any Dealer representation beyond those in such limited warranty. PERMASHIELD MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, to the extent allowable by applicable law.

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V. RESPONSIBILITIES OF PARTIES

Dealer shall:

- (a) Provide its retail customers or end users of the product, the limited warranty information and explain the required registration process, which is in effect at the time of retail sale. Registration by the retail customer or end user of the product within thirty (30) days of the date of installation or retail sale, whichever is later, is required for coverage to be placed.
- (b) Properly staff and train sales, service and parts personnel with respect to the Products in accordance with PERMASHIELD's installation, sales and marketing guidelines.
- (c) Install all Products according to PERMASHIELD's installation instructions, and explain proper operating and safety instructions to Dealer's retail customers.
- (d) Obtain written consent of PERMASHIELD prior to selling or installing Products at any additional business locations not listed in this Agreement or the electronic registration form, with such consent not to be unreasonably withheld.
- (e) Inspect all Products immediately upon delivery and give written notice to PERMASHIELD within five (5) days of receipt of any claim that the Product does not conform to the terms of the order. If Dealer fails to give such notice, the Dealer shall be deemed to have accepted the Product and will be bound to pay in accordance with the terms of this agreement. Dealer expressly waives any right to revoke acceptance after the expiration of said notice period.
- (f) Sell directly to the end user only. Sales must not be to manufactures, resellers, wholesalers or retailers.
- (g) Maintain compliance with all applicable State and Federal laws, regulations, and company procedures.

PERMASHIELD Agrees To:

- (a) Sell Dealer the Products on the terms and conditions herein.
- (b) Provide data sheets and various digital promotional materials at Permashield's expense for the purpose of promoting the sale of the Products. Make available various print and other promotional materials at Dealer's expense.
- (c) Make Products available to Dealer at the prices indicated on the most current dealer price list. PERMASHIELD reserves the right to provide discounted prices to dealers depending on their purchasing volume, frequency of purchasing, and financial relationship with the PERMASHIELD.
- (d) Maintain products liability insurance coverage for the Products in a commercially reasonable amount.
- (e) Maintain compliance with all applicable State and Federal laws, regulations, and procedures.
- (f) Provide Dealer with sales and installation training and customer warranty registration and claims handling services.

VI. TERM AND TERMINATION

The term of this Agreement shall be month to month. Unless otherwise provided by applicable law, either party may terminate this Agreement without cause and for any reason, upon not less than thirty (30) days written notice given to the other party, provided that nothing contained herein shall prevent PERMASHIELD from immediately terminating this Agreement in the event of bankruptcy or insolvency of Dealer, Dealer's failure to pay any amounts owing PERMASHIELD when due, or Dealer's engagement in any sales or installation practice which, in the opinion of PERMASHIELD, is injurious to PERMASHIELD's name or business interests, or is injurious PERMASHIELD's standing or good name in the community, industry, or elsewhere.

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VII. TRADEMARKS/TRADE NAMES

Dealer is hereby granted a limited and non-exclusive license to use the PERMASHIELD® brand and its related Product names and trademarks consistent with the Permashield Brand Guide and in the normal course of selling or marketing the Products and performing related services under this Agreement. Dealer agrees not to use PERMASHIELD's name as part of Dealer's name or in any manner which would misrepresent the relationship between Dealer and PERMASHIELD. Dealer may represent itself as an "authorized dealer," "authorized installer," or "authorized service center" of PERMASHIELD® or the Product, and, with prior approval of PERMASHIELD, may use PERMASHIELD's name and Product related trademarks on signs, websites, or other similar advertising or promotional material. Dealer's license to use PERMASHIELD and the Product's name and trademarks is limited and Dealer shall abide by restrictions and limitations imposed by PERMASHIELD from time to time. Upon termination of this Agreement, Dealer shall immediately cease representing itself as an authorized dealer of PERMASHIELD and the Products and shall cease use of all PERMASHIELD and Product names and trademarks on any signs, online sites, or other marketing mediums of any nature. Dealer may not represent itself as being the manufacture or producer of Products. Dealer must use only the approved Product branding guides, and is prohibited from private labeling or rebranding the Products.

VIII. CONFIDENTIALITY; INTELLECTUAL PROPERTY

Confidentiality of PERMASHIELD Information. Dealer agrees that it shall treat all information to which it has access during this or any other Agreement with the PERMASHIELD as confidential and as proprietary trade secrets. Dealer shall protect all confidential information and trade secrets and shall not, directly or indirectly, use such information for its own benefit or for the benefit of a competitor of PERMASHIELD, nor shall Dealer divulge such information to any other person not entitled thereto, nor, after termination of this Agreement retain confidential information or trade secrets for any purpose or reason, nor reveal the same to any other person. Furthermore, the reproduction, duplication or copying of any confidential information or trade secrets both during and after the term of this Agreement is strictly prohibited.

Dealer agrees not to reproduce, reverse engineer, duplicate, or manufacture any of the Products. Dealer agrees to not engage in any action that would result in the duplication of the Products for resale or manufacture by Dealer or any other party. Dealer may not use the Products for the purpose of redesign for any alternative or substitute Product. Dealer agrees not to redistribute, redesign, re-engineer, or manufacture any Product.

Definition of Confidential Information. "Confidential information" shall mean all proprietary information or trade secrets of PERMASHIELD and its affiliates of any sort (whether merely remembered or embodied in a tangible or intangible form) related to PERMASHIELD or its affiliates' historical, current or intended business, and shall include, but not be limited to, client or customer lists, the Products or services offered by PERMASHIELD or purchased by a client, forms used by PERMASHIELD, sales literature, advertising materials, equipment, technology, databases, software, other documents provided by or produced for the purpose of promoting the sale of Products marketed by PERMASHIELD, customer files, information and data, contact and other information relating to current, former or prospective clients or customers, client or customer policy information and any other information regarding PERMASHIELD's operations, procedures, or plans.

Return of Corporate Property. Dealer acknowledges and agrees that all data, notes, records, reports, sketches, plans, unpublished memoranda or other documents or records, whether in paper, electronic or other form (and all copies thereof), held by Dealer concerning any information relating to the business of PERMASHIELD or any of its affiliates or the historical, current or prospective customers of PERMASHIELD or its affiliates, whether confidential or not, are the property of PERMASHIELD. Dealer will deliver to PERMASHIELD at the termination of this Agreement, or at any other time PERMASHIELD may request, all equipment, files, property,

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memoranda, notes, plans, records, reports, computer storage devices, printouts and software and other documents and data (and all electronic, paper or other copies thereof) belonging to PERMASHIELD or any of its affiliates which includes, but is not limited to, any materials that contain, embody or relate to the confidential information, or the business of PERMASHIELD or any of its affiliates, which it may then possess or have under its control. Dealer will take any and all actions reasonably deemed necessary or appropriate by PERMASHIELD from time to time in its sole discretion to ensure the continued confidentiality and protection of the confidential information. Dealer will notify PERMASHIELD promptly and in writing of any circumstances of which Dealer has knowledge relating to any disclosure to or possession or use of any confidential information (a) by any person other than those authorized by the terms of this Agreement or (b) by an authorized person in an unauthorized manner.

Injunctive Relief. In the event of a breach or threatened breach by Dealer of the provisions of this Article, the provisions of this Article may be enforced by an injunction restraining Dealer from the commission of such breach to the full extent thereof, or to such extent as a court of competent jurisdiction may deem just and proper for the reasonable protection of the rights and interests of PERMASHIELD. Nothing contained herein shall be construed as prohibiting PERMASHIELD from pursuing any other remedies available to it for such breach or threatened breach including the recovery of money damages.

IX. GENERAL

- (a) Dealer is not an agent of PERMASHIELD nor is Dealer authorized to incur any obligations or make any representations on behalf of PERMASHIELD.
- (b) This Agreement is binding on the parties, their heirs, executors, administrators, successors and assigns.
- (c) Dealer may not assign this Agreement or any provisions thereof to another dealer or party without the written approval of PERMASHIELD.
- (d) If any provision of this Agreement shall be held unenforceable, then the remainder of this Agreement shall not be affected thereby.
- (e) No waiver by PERMASHIELD of any default under this Agreement by Dealer shall be deemed a waiver of any prior or subsequent default by Dealer hereunder.
- (f) All understandings and agreements between the parties are contained in this Agreement which supersedes and terminates all other agreements between the parties.
- (g) PERMASHIELD reserves the right to deal directly with Government Departments and National accounts.
- (h) This Agreement will be governed by the laws of the State of Oklahoma.

X. RETURN AND CONTRACT PRODUCT PURCHASE POLICY

Within thirty (30) days of purchase of any Product, Dealer may return to PERMASHIELD any unused, unopened Product in its original condition and in its original packaging for any reason. If an order is received by Dealer in a damaged or defective condition, Dealer shall refuse delivery and notify PERMASHIELD immediately. For all returns except those due to damage by the carrier or defective product, Dealer will be responsible for return shipping costs. Prior to any returns, Dealer will contact PERMASHIELD to receive a return authorization number ("RAN"). All returns must be accompanied by the RAN and proof of purchase. PERMASHIELD will process any refunds owed to Dealer within 20 business days of return process completion.

If Dealer participates in the Contract Pricing program, as described in Exhibit A, PERMASHIELD will provide, at its expense, reasonable inventory levels of Product to Dealer. Such Product will be held in trust by Dealer for use in accordance with the Contract Pricing program and will not be used for any other purposes. Dealer agrees that after sixty (60) days from the date it receives such Product from PERMASHIELD, it will return, at its

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expense, all unopened and unused containers of the Product to PERMASHIELD. With respect to any Product containers provided by PERMASHIELD to Dealer that have been opened, Dealer will purchase from PERMASHIELD at the cost of \$750 per five (5) gallon pail or \$8250 per fifty-five (55) gallon drum. All Dealer open container purchase amounts pursuant to this paragraph will be reduced by any registered contract sales by Dealer during the preceding sixty (60) day period based on the highest volume permitted under each respective Class Code.

XI. INDEMNIFICATION

Dealer agrees to indemnify and hold harmless PERMASHIELD and its directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with: (i) any negligent, reckless or intentionally wrongful act of Dealer or Dealer's employees or agents; (ii) any breach by the Dealer or Dealer's assistants, employees or agents of any of the duties contained in this Agreement; or (iii) any performance or failure of performance by Dealer of the services contemplated herein in accordance with all applicable laws, rules and regulations.

PERMASHIELD agrees to indemnify and hold harmless Dealer and its directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with: (i) any negligent, reckless or intentionally wrongful act of PERMASHIELD'S employees or agents; (ii) any breach by PERMASHIELD or its employees or agents of any of the duties contained in this Agreement; or (iii) any performance or failure of performance by PERMASHIELD of the products or services contemplated herein in accordance with all applicable laws, rules and regulations.

XII. ARBITRATION CLAUSE

All claims and disputes arising under or relating to this Agreement and others with PERMASHIELD are to be settled by binding arbitration in Tulsa County, in the state of Oklahoma, or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DEALER

PERMASHIELD USA, LLC

By: _____

By: _____

Its: _____

Its: President and CEO

Date: _____

Date: _____

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EXHIBIT A

PERMASHIELD PRODUCT WHOLESALE COST ADDENDUM

1. **DEALER NAME:** _____

2. **PRODUCTS AND SERVICES INCLUDED IN AGREEMENT:**

- 1. Tire Sealant TS-RK _____
- 2. Nitrogen + _____
- 3. On-Site Training _____

3. **TS-RK TIRE SEALANT PRODUCT WHOLESALE PRICING:**

55 Gallon Drum - \$ _____ (requires use of pneumatic pump kit)

Pneumatic Pump and Hose kit - \$ _____

55 Gallons in 5 Gallon Pails - \$ _____

Wholesale Prices exclude shipping and any related TPA fees that may be reasonably necessary to administer product sales and registration functions for a given dealer. Such prices and TPA fees may be reasonably amended from time to time by Permashield to adjust for inflation, supplier and materials cost increases, and other similar changes. Any price adjustment will be noticed by Permashield to Dealer at least thirty (30) days prior to taking effect. Specialized equipment for installation may be offered for additional costs, as determined by Permashield from time to time.

4. **TIRE SEALANT TS-RK VEHICLE CONTRACT PRICING (not available in HD):**

- Class A (up to 19oz) \$ _____
- Class B (20-24oz) \$ _____
- Class C (25-29oz) \$ _____
- Class D (30oz + or 33" tires max) \$ _____

All contract pricing is valid for installation on vehicles with a maximum of four (4) tires. Class codes may be reasonably amended from time to time by Permashield to adjust for product dosage or formulaic changes. Contract Pricing includes shipping. Pricing may be reasonably amended from time to time by Permashield to adjust for inflation, supplier and materials cost increases, and

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other similar changes. Any price adjustment will be noticed by Permashield to Dealer at least thirty (30) days prior to taking effect. Specialized equipment for installation may be offered for additional costs, as determined by Permashield from time to time.

Contract Dealer basic installation equipment starter kit: \$475.00 (includes shipping)

5. NITROGEN + TIRE SEALANT TS-RK VEHICLE CONTRACT PRICING:

- Class A (up to 19oz) \$ _____
- Class B (20-24oz) \$ _____
- Class C (25-29oz) \$ _____
- Class D (30oz + or 33" tires max) \$ _____

All Contract Pricing is valid for installation on vehicles with a maximum of four (4) tires. Class codes may be reasonably amended from time to time by Permashield to adjust for product dosage or formulaic changes. Contract Prices include shipping. Prices may be reasonably amended from time to time by Permashield to adjust for inflation, supplier and materials cost increases, and other similar changes. Any price adjustment will be noticed by Permashield to Dealer at least sixty (60) days prior to taking effect. Specialized equipment necessary for nitrogen installation must be separately purchased by from Permashield by Dealer or may be provided by Permashield subject to certain minimum monthly sales.

Dealer nitrogen installation equipment, sealant installation equipment, and product deposit: \$ _____ plus shipping.

6. ON-SITE DEALER LAUNCH and RECURRING TRAINING:

Failure of Dealer to provide certified launch and recurring training, by either its own PERMASHIELD® certified training personnel or personnel provided by PERMASHIELD may result in poor dealer performance and violation of the training standards required in this Agreement. It may also void PERMASHIELD's limited warranty coverage. PERMASHIELD On-site Launch and recurring Training includes technical installation training, dealer pay plan review, dealer best practices consultation, sales process training for Fixed Ops, F&I, and Sales Departments, and post launch performance coaching. Specific program details may vary from time to time at PERMASHIELD's discretion.

On-Site Certified Dealer Launch and Recurring Training: \$ _____ per session (includes transportation and lodging)

Dealer

Permashield

Date: _____

Date: _____