



## Premier Racing Products

43352 Business Park Dr., Temecula, CA 92590

Tel: (951) 894-5104 Fax: (951) 894-5108

### BESTOP PRP, LLC

#### NORTH AMERICA AUTHORIZED INTERNET RESELLER AGREEMENT

THIS INTERNET RESELLER AGREEMENT (the "Agreement") is made effective the date of its execution (the "Effective Date"), by and between Bestop PRP, LLC., with principal offices at 43352 Business Park Drive, Temecula, CA 92590 ("PRP"), and the authorized Internet reseller that has executed this Agreement ("Reseller"). PRP and Reseller are each sometimes referred to herein as a "party" or collectively as the "parties." The parties agree as follows:

#### **DEFINITIONS.**

- **Products:** The ("Product(s)") shall mean the approved PRP products and related accessories made available to Reseller by PRP.
- **Territory:** The ("Territory") shall mean the countries listed and approved by PRP in Schedule A.
- **End-User:** An ("End-User") shall mean any purchaser of the Product(s) from the Reseller who is the ultimate consumer for whom the Product is designed and who does not intend to resell the Product(s) to a third-party.
- **Licensed IP:** The ("Licensed IP") shall mean any and all trademarks, tradenames, trade dress, patents, product images, and/or marketing banners, using or bearing any legally protected Bestop PRP, LLC intellectual property.
- **Transship:** ("Transship") shall mean the sale of Product(s) to any entity other than an End-User.
- **Term:** The ("Term") of this Agreement shall begin on the Effective Date and, unless sooner terminated as provided herein, continue in full force and effect for one (1) year from the Effective Date. This Agreement will automatically renew for consecutive one (1) year Terms thereafter.

1. **INTERNET APPOINTMENT.** PRP grants to the Reseller and the Reseller accepts the non-exclusive right to fulfill orders and to market, sell, and distribute the Products to End-Users on the Internet URL locations listed in the then-current Internet Reseller Profile attached, hereto as Schedule B and approved by PRP.

2. **THIRD-PARTY INTERNET MARKETPLACES.** Reseller, *ONLY if listed and approved by PRP in Schedule B of this agreement*, shall be allowed to sell or advertise Products on specified and approved third-party Internet marketplaces under the specified and approved names noted in Schedule B. Under no circumstances shall a reseller or distributor sell a 3<sup>rd</sup> Party marketplace directly.

All sellers of PRP branded products must adhere to the Unilateral Pricing Policy (UPP) when advertising or promoting products or services covered by our UPP and our reseller policy. This includes ensuring that the minimum resale price does not fall below the specified MAP price. This includes the "net adjusted" price after any Amazon funded discounts.

#### ***Sales directly to Amazon:***

Under no circumstances shall a warehouse distributor or a reseller sell to Amazon directly. All sales to and/or on Amazon are strictly prohibited without prior written approval under Bestop PRP, LLC's Internet Reseller Agreement.

#### ***Amazon Funded Discounts:***

Discounts provided by Amazon to sellers of the Bestop PRP, LLC brand of products as part of a promotional program or partnership are not allowed if the net adjusted price is below our specified MAP price on that product.



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##### ***Inclusion of Amazon Funded Discounts:***

When calculating the minimum resale price, any Amazon funded discounts should be considered as part of the overall discount (Net Adjusted Price). The final advertised price, after applying the Amazon funded discount, must still comply with our MAP requirements.

##### ***Amazon Monitoring and Enforcement:***

Our enforcement team will monitor compliance with our UPP policy, including the inclusion of Amazon funded discounts. Any violations will be addressed promptly and may result in the loss of ability to purchase Bestop PRP, LLC branded products.

3. **TRANSSHIPPING.** Reseller shall not knowingly transship the Products. Specifically, Reseller shall not sell or transfer any of the Products to any person or entity for resale. Reseller agrees to restrict, cease, or limit the sale of Products to anyone at the request of PRP. Reseller shall not sell or offer for sale any product bearing a trademark, copyright, patent, or name associated with PRP that Reseller purchased or obtained from a source other than directly from PRP or a PRP Authorized Distributor. Reseller shall not obscure or alter any Product or its packaging in any fashion.
4. **COMMINGLED INVENTORY.** Unless approved in writing by PRP, Reseller shall not cause or allow the Products to be sold anywhere or in any manner, including a third-party Internet marketplace, where the Reseller is unable to certify that all Products purchased from Reseller are fulfilled with Products that the Reseller purchased from PRP or an PRP Authorized Distributor.
5. **BUNDLING.** Reseller shall not offer for sale any product bundles containing any Product(s) without prior written permission from PRP.
6. **SALES BY AUCTION.** Sales by the Reseller of Product(s) by way of online auction are prohibited without prior written permission from PRP.
7. **INTELLECTUAL PROPERTY AND WEBSITE CONTENT.** Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Licensed IP for the sole purpose of advertising and promoting the sale of Products to End-Users within the Territory, subject to the restrictions and limitations announced by PRP.
8. **RESELLER OBLIGATIONS.** During the Term of this Agreement, Reseller shall:
  - i. promote, market, and sell the Products;
  - ii. Provide a dedicated business telephone number with staff available to answer using the name of the business during business hours;
  - iii. All Seller Names and Marketplaces must be provided on Schedule B of this agreement; failure to disclose this information is considered a violation of this agreement.
  - iv. Any new Seller Names for current or new Marketplaces must be provided to Bestop PRP, LLC in writing to [CS@mapservicescorp.com](mailto:CS@mapservicescorp.com). Failure to disclose this information is considered a violation of this agreement.
  - v. maintain qualified personnel with knowledge of the specifications, features, and use of the Products;
  - vi. provide quality post-sale return support for all customers, including End-Users that purchase the Products;
  - vii. agree to restrict, cease, or limit sales to any customer at the request of PRP;
  - viii. preserve the reputation and goodwill of PRP and the Products and avoid any illegal or unethical actions, including, but not limited to, false advertising and “bait and switch” practices;
  - ix. comply with all quality control standards, including, but not limited to, advertising, storage, and shipping requirements, as announced from time to time by PRP;



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- x. not bid on any current or future trademarks used or owned by PRP as keywords on Google Ads or similar paid search engine, including Internet marketplace paid search programs, without prior written permission from PRP;
- xi. only use those Product images, descriptions, logos, marketing banners, and video clips provided or authorized in writing by PRP on any website, advertisement, sponsored link, or any other on-line marketing used, paid for, or associated with Reseller;
- xii. conduct and maintain at all times its operation in compliance with all applicable federal and state laws and regulations, FTC consent orders, county and city ordinances and regulations, and any other applicable law, regulation, or ordinance; and
- xiii. comply with additional terms of sale as otherwise provided by PRP and as such terms may change from time to time by PRP in its sole discretion.

9. **BREACH.** Any violation of the terms of this Agreement shall be deemed a breach of the Agreement, entitling PRP to terminate the Agreement immediately or take any other action allowed under the law.

10. **TERMINATION.** This Agreement may be terminated as follows:

- by PRP immediately upon notice to Reseller in the event of a breach of any of the terms of this Agreement; or
- by PRP or Reseller, without cause or liability, upon thirty (30) days' prior written notice to the other party.

11. **OBLIGATIONS UPON EXPIRATION/TERMINATION.** Upon expiration or termination of this Agreement for any reason, Reseller agrees to immediately remove any and all Internet listings of PRP products and Reseller may be added to PRP's Do Not Sell List. Reseller shall immediately cease to purchase, advertise, and/or sell PRP products; cease to represent itself as an authorized reseller of PRP products; cease all use of PRP's intellectual property; and return to PRP all advertising, promotional, display, and other materials that have been furnished to Reseller by PRP. PRP, at its option, will have the right to repurchase from Reseller any or all saleable PRP products in Reseller's inventory at net invoice prices at which the Products were originally purchased by Reseller.

12. **AMENDMENTS & WAIVERS.** Except as otherwise set forth in this Section of this Agreement, this Agreement may be amended, waived, or modified only by a written instrument signed by an authorized officer of both parties stating specifically that it is an amendment, waiver, or modification. PRP may amend any Schedule in this Agreement by providing notice to the Reseller, and any such amendment shall become effective immediately upon delivery of such notice.

13. **ENTIRE AGREEMENT.** This Agreement, the Schedules, any additional terms and conditions of PRP, PRP's written invoices, and any and all personal guarantees or assurances of payment by Reseller set forth the entire understanding and agreement of the parties and supersede any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement.

14. **LIMITATION ON LIABILITY.** RESELLER ACKNOWLEDGES AND AGREES THAT PRP SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT RESELLER MAY INCUR FROM DELAYED SHIPMENT, NON-SHIPMENT, OR PRODUCT SELECTION, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), WARRANTY, OR OTHERWISE. IN NO EVENT SHALL PRP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE), WHETHER OR NOT PRP SHALL BE OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.



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15. **LAW AND FORUM.** This Agreement shall be deemed to have been entered into and fully performed in the State of California and shall be governed by and construed in accordance with the laws of the State of California without regard for the conflicts of laws rules thereof. Reseller agrees that all controversies, disputes, and claims arising out of this Agreement shall be adjudicated exclusively by a court of competent jurisdiction within San Bernardino County or the United States District Court for the Central District of California, except that any judgment in any such action may be enforced in other jurisdictions by suit or in any other permitted manner. Reseller irrevocably consents to the jurisdiction and venue of the state and federal courts of California and waives any rights to seek a transfer of venue for any reason or to claim that the forum is inconvenient.
16. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
17. **ELECTRONIC EXECUTION.** In accordance with the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 *et seq.* ("ESIGN"), the Personal Information Protection Electronic Documents Act, SC 2000, c. 5 ("PIPEDA"), the Uniform Electronic Commerce Act ("UECA"), and the Quebec Act to Establish a Legal Framework for Information Technology, SQ 2001, c. 32, the parties hereby agree they may execute this Agreement using electronic means including the use of electronic signatures by the parties, which the parties agree shall have the full force and legal effect as if the electronic signatures were traditional hand-written signatures. Reseller acknowledges that it has the ability to retain this Agreement either by printing or saving it.

*A Dealer can be subject to penalties for violating these requirements at the sole discretion of Bestop PRP, LLC, which may include any or all of the following: restriction of data access (FTP, API, and Product Data/Image sheets), reduction or removal of discounts, reduction or removal from freight programs, prohibition from purchasing products throughout the entire sales channel, including up to revocation of their Dealer account. Bestop PRP, LLC reserves the right to qualify and or continue to sell products to any Dealer at any time.*

ONCE SIGNED, PLEASE SEND THE COMPLETED FORM WITH BOTH SCHEDULES TO [CS@MAPSERVICESCORP.COM](mailto:CS@MAPSERVICESCORP.COM). IN THE SUBJECT LINE, PLEASE WRITE "**INTERNET RESELLER AGREEMENT**".

#### **RESELLER**

**Signed By:**

**Printed Name:**

**Title:**

**Business Name:**

**Physical Address:**

**Date:**

#### **BESTOP PRP, LLC**

**Signed by:**

**Printed Name:**

**Title:**

**Business Name:**

**Physical Address:**

**Date:**

***Schedule A and Schedule B are located on page 5. Please ensure to fill it out completely.***



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#### SCHEDULE A Territory

Territory	Approved by Bestop PRP, LLC
United States	<input type="checkbox"/>
Canada	<input type="checkbox"/>

#### SCHEDULE B URLs and/or Internet Marketplace and Seller ID

URL or Marketplace w/Seller Name and/or ID	Approved by Bestop PRP, LLC
	<input type="checkbox"/>
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REV: Jan 1<sup>st</sup>, 2025