



AUTHORIZED DEALER AGREEMENT

THE INTRODUCTION (Various terms are defined in Section 17 and elsewhere in this Agreement in bold italics.)

Dealer (full business name): _____
Principal Address: _____ City: _____ State: _____ Zip Code: _____
Owner/Manager: _____ email: _____
Contact (if different): _____ Contact email (if different): _____
Phone: _____ Customer Service Phone (if different): _____ Tax Identification No. (EIN): _____
Approved name(s)/storefronts under which Dealer operates Approved website(s) (URLs)/marketplace(s) used by Dealer

Principal address for notices to Gale Banks Engineering (“Banks”):

Policy Administrator, Gale Banks Engineering, 546 Duggan Avenue, Azusa, CA 91702 • email: policyadmin@bankspower.com

SIGNATURES

DEALER

By: _____
Name: _____
Title: _____
Date: _____

BANKS

By: _____
Chris Bruny, Director of Business and Legal Affairs, General Counsel
Date: _____
The Effective Date: _____

THIS AGREEMENT is made as of the Effective Date in Azusa, California by and between Banks (a California corporation) and Dealer, each located at its respective principal address shown in the Introduction.

1. Appointment. Subject to the terms and conditions of this Agreement, Banks appoints Dealer (and only Dealer doing business under the Banks-approved name(s) and using the Banks-approved website(s) and marketplace(s), if any, appearing in the Introduction and which approval has not been rescinded by Banks in whole or part), and Dealer agrees to perform as a Nonexclusive Authorized Dealer during the Term for the Products. For any or all items of Banks products, Dealer only will submit orders to and purchase from: (a) any or all of the Distributors or (b), if and as directed by Banks, any or all of the Distributors and Banks. Each such order will be subject to (and Dealer will comply with) the prices, payment terms and other terms and conditions of sale: (i), if such order is accepted by a Distributor, as determined between Dealer and such Distributor (to the extent that there is no conflict with the Dealer Relationship Documents) and (ii), if such order is accepted by Banks pursuant to the Dealer Relationship Documents, as contained in the Dealer Relationship Documents.

2. Responsibilities. Except as otherwise directed or approved in advance by Banks Notice or otherwise expressly permitted by the Dealer Relationship Documents, Dealer, at its own expense, will do each of the following: (a) promote the sale and use of the Products; (b) promptly and effectively respond to questions and requests from actual and prospective end user purchasers (but not resellers) of any or all items of the Products permitted under the Dealer Relationship Documents (collectively, the “**Authorized Customers**”) and from Banks, including without limitation questions and requests from Banks regarding any or all of the customers of Dealer; (c) maintain a staff of competent sales personnel who are trained to describe, demonstrate and sell each of the Products; (d) maintain sufficient amounts of the Dealer’s Inventories to support Dealer’s duties and obligations under the Dealer Relationship Documents; (e) represent the Products in a professional manner during the Coverage Period and refrain from any conduct that is or could be detrimental to the reputation or integrity of any or all of Dealer, the Distributors (as applicable), Banks and Banks products; (f) promptly transmit to each individual and entity communications from Banks as Banks designates; (g) with respect to any or all items of Banks products (or, if so designated by Banks, just one or more particular items of Banks products), refrain from knowingly or negligently directly or indirectly (i) advertising, promoting or selling in either or both of the following ways: (A) outside the United States of America (“**U.S.**”) and Canada and (B) online in any fashion (unless and only to the extent each website and marketplace used for such purpose by Dealer is approved by Banks for such use as expressly indicated in the Introduction and which approval has not been rescinded by Banks Notice in whole or part) and (ii) selling in either or both of the following ways: (A) to anyone for resale other

than, in the case of permitted returns, to any or all of the Distributors or Banks and (B) to anyone other than the Authorized Customers, including without limitation to the Special Accounts; (h) use the Intellectual Property only as permitted by Banks in the Dealer Relationship Documents, including without limitation (i) maintaining the confidentiality of all information designated as confidential by Banks and (ii) using only artwork and images depicting any or all Banks products or referring to Banks that have been expressly approved by Banks and which approval has not been rescinded by Banks Notice in whole or part; (i) refrain from questioning or challenging the rights claimed by the Banks Parties in or to the Intellectual Property or assisting in any way any other(s) in doing so; (j) comply with all laws and, except to the extent expressly excluded by Banks from mandatory compliance therewith, all of the Dealer Policies; (k) promptly and in timely fashion (i) notify Banks of any and all complaints, claims and actions that come to the attention of Dealer regarding any or all items of Banks products (unless Dealer has already been provided Banks Notice thereof) and (ii) comply with whatever request may be made by Banks or any or all of the Distributors relating to any law or expectation thereof or the modification or recall of any or all items of Banks products; and (l), after termination of this Agreement, immediately cease at the end of the Coverage Period: (i) advertising, promoting and selling any and all Banks products and (ii) all use of anything which would give the impression that Dealer is an authorized dealer, reseller or representative of or for any or all of such products or has any affiliation whatsoever with Banks or such products.

3. Relationship. Neither any or all of the Dealer Relationship Documents nor any and all duties and obligations thereunder may be delegated, transferred or assigned by Dealer without the express written consent of Banks. Each delegation, transfer or assignment by Dealer without such consent shall be void. The relationship between Banks and Dealer shall be that of independent contractors, and, notwithstanding the use anywhere of the term "partner" or anything similar thereto, nothing regarding the relationship between the Parties expressed or implied in the Dealer Relationship Documents or elsewhere shall constitute or be deemed to constitute a partnership, joint venture or franchise between Banks and Dealer or shall constitute or be deemed to constitute Dealer as agent of Banks for any purpose whatsoever. Dealer shall have no authority or power in any way for any purpose to do any or all of the following: (a) bind Banks, (b) contract in the name of Banks and (c) create a liability against Banks.

4. Acceptance. At all times, Banks shall have the right to: (a) accept, reject or, if already accepted by Banks, cancel any or all Direct Orders from Dealer for any reason or no reason; (b) allocate any or all items of Banks products in such manner as Banks deems advisable; and (c), in the event that Banks should determine that one or more special credit restrictions (as defined by Banks) apply, impose such payment terms as Banks deems appropriate prior to doing either or both of the following: (i) accepting any or all new Direct Orders or (ii) filling or completing any or all pending Direct Orders (even if accepted) from Dealer.

5. Termination. This Agreement will terminate when either Party provides the other Party with written notice of termination, and such termination shall be effective as elected in such notice: (a) no sooner than the date of receipt of such notice in the event of a material breach of this Agreement by such other Party; (b) no less than thirty (30) days after such receipt for termination with or without cause; or (c) as provided in Section 11(b) of this Agreement. A breach by Dealer of any or all of the Dealer Policies will be deemed to be a material breach by Dealer of this Agreement. After termination of this Agreement, acceptance of one or more orders from Dealer by any or all of Banks and the Distributors or fulfillment thereby of one or more accepted orders (regardless whether accepted before or after termination) will: (i), unless otherwise designated by Banks, be subject to all of the terms and conditions of the Dealer Relationship Documents as if such acceptance or fulfillment had occurred during the Term and (ii), in no event, be construed as a renewal or extension of this Agreement or as a waiver of termination or of notice of termination.

6. Buyback. If and as requested by Banks, (a) upon termination of this Agreement or (b) within a reasonable time after such termination, Dealer will sell or cause the sale to Banks of and, as directed by Banks and at Banks's expense, ship or cause to be shipped to Banks or its designee(s) each of the items in the Dealer's Inventories (free of all liens, security interests, claims and encumbrances, other than that or those in favor of Banks) which is acceptable (as determined by Banks) at a price equal to the price paid to Banks or each Distributor therefor or, if unpaid, in lieu of the amount due to Banks or each such Distributor therefor, less in either case a restocking charge equal to the amount, if any, described in the Dealer Policies. Prior and subsequent to termination, Banks shall have rights of set-off, recoupment and counterclaim against Dealer.

7. Modification. At any time and without prior notice: (a) Banks may modify any or all of the Dealer Policies and rescind any or all of the consents and approvals provided by Banks, with each such modification or rescission becoming effective immediately, unless Banks notifies Dealer in writing of another effective date and (b) any or all items of the Products may change, in which case, Dealer acknowledges and agrees that Banks and each of the Distributors may without liability or penalty cancel all pending orders (even if accepted) from Dealer for such changed items and refuse to accept any new orders from Dealer for such items.

8. Venue. The Dealer Relationship Documents shall be governed by and interpreted under the laws of the State of California without regard to that state's conflicts of laws provisions. Each dispute arising out of or relating in any way to Dealer Relationship Documents between the Banks Parties and the Dealer Parties shall be litigated at the trial level as a bench trial only in federal or state court in Los Angeles, California, as **each Party, on behalf of itself and its Affiliate(s), hereby: (a) waives trial by jury;** (b) submits to personal and subject matter jurisdiction in such courts; (c) agrees not to contest venue; and (d) agrees that, in the event that litigation of such dispute does not commence during the one (1) year period after the occurrence of the event(s) giving rise to such dispute, each claim of the Dealer Parties against the Banks Parties will be barred.

9. Direct Orders. In the event that Banks receives one or more Direct Orders (or similar or related documents) from Dealer which contain(s) one or more provisions which are inconsistent with or in addition to any or all provisions of the Dealer Relationship Documents: (a) each such order (or document) will be conclusively deemed to be governed by the Dealer Relationship Documents; (b) each such inconsistent or additional provision will be deemed stricken; and (c) none of the Direct Orders will be deemed to be governed by any provision(s) other than that or those contained in the Dealer Relationship Documents, unless and until a written supplement is duly executed by both of the Parties which expressly adopts such provision(s).

10. Headings. The headings appearing at the beginning of any or all of the Dealer Relationship Documents and each part thereof are for convenience only and shall not be deemed to define, limit or construe the contents of any or all thereof. The Dealer Relationship Documents shall be deemed to reflect the mutual intent of the Parties, and no rule of strict construction shall be applied against either Party. Time is of the essence of the Dealer Relationship Documents. Banks shall not be liable for: (a) loss, damage or delay resulting from any cause whatsoever beyond the reasonable control of Banks and (b) consequential, incidental or special damages, loss or expense to any or all of Dealer and others for any reason(s) whatsoever. Unless Banks states otherwise, all monetary amounts referred to in or related to the Dealer Relationship Documents are in U.S. dollars. The interpretation by Banks of the Dealer Relationship Documents will control. Wherever required by the context thereof, each pronoun used therein shall be deemed to include both the singular and the plural and to encompass each gender.

11. Reformation. If applicable law contains any requirement that is contrary to, conflicts with or is missing from any provision(s) or part(s) thereof in the Dealer Relationship Documents (collectively, the **"Affected Provisions"**), Banks, at any time, may elect by written notice to Dealer (effective upon receipt thereof or as otherwise designated by Banks therein) that: (a) such requirement be substituted for or added to the Affected Provisions to the minimum extent necessary to validate the Affected Provisions or (b) this Agreement be terminated. If any or all parts of the Dealer Relationship Documents shall be held invalid, the remainder of the Dealer Relationship Documents shall continue in full force and effect, and each such part shall be deemed not to be part of the Dealer Relationship Documents.

12. Integration. The Dealer Relationship Documents, as modified from time to time: (a) constitute the entire understanding of the Parties binding upon them with respect to the subject matter thereof; (b) are intended to govern the relationship between the Parties therefor; (c) supersede all agreements, representations or statements between the Parties, either oral or written; and (d) except as otherwise provided herein, may be amended or modified only by a written supplement and, in the case of this Agreement only, duly executed by both of the Parties, as each Party hereby waives its right, if any, to modify the Dealer Relationship Documents orally. Each Party acknowledges and agrees that: (i) each agreement (other than this Agreement) between any or all of Banks and its Affiliate(s) and predecessor(s) on one hand (collectively, the **"Banks Entities"**) and any or all of Dealer and its Affiliate(s) and predecessor(s) on the other has been fully performed by the Banks Entities; (ii) the terms and conditions of this Agreement are material bargained-for bases of this Agreement and have been taken into account and reflected in determining the consideration to and from each Party under this Agreement and the decision by each Party to enter into this Agreement; (iii) in the event of any conflict between the Dealer Policies and this Agreement, the Dealer Policies will control (silence in the Dealer Policies is not a conflict); and (iv) this Agreement may be executed in separate counterparts (and any or all of such counterparts may be transmitted or exchanged by facsimile, as portable document format (pdf) files or by other electronic means), each of which is deemed to be an original (and originally executed), and all of which taken together constitute one and the same binding agreement.

13. Enforcement. In the event the Banks Parties file(s) any action(s) against the Dealer Parties to enforce or defend any of the rights claimed by the Banks Parties or file(s) any response(s) to or in any action(s) brought against the Banks Parties by the Dealer Parties, the Banks Parties shall be entitled: (a) to equitable relief without the necessity of posting bond or other security (including without limitation entry of temporary and permanent injunctions and orders of specific performance) and (b) to recover from the Dealer Parties in each judgment wholly or partially in favor of the Banks Parties entered in such action(s) the attorneys' fees and litigation expenses of the Banks Parties, the court costs and damages as permitted by law, the costs of collection thereof and other relief as a court may award or order. In the event of any breach or threatened breach of any or all of Sections 2(d) through 2(j) and 8 of this Agreement, remedies at law alone will not be adequate.

14. Waiver. Except as otherwise expressly provided in the Dealer Relationship Documents or as the Parties otherwise may expressly agree in writing signed by both of the Parties, no failure, refusal, neglect, delay, waiver, forbearance or omission by Banks to exercise any right(s) under the Dealer Relationship Documents or to insist upon full compliance by Dealer with Dealer's duties, obligations or restrictions thereunder shall constitute a novation or waiver of any provision(s) of thereof or otherwise thereafter limit the right of Banks to fully enforce any or all of the provisions and parts thereof.

15. Survivability. The following shall survive the termination of this Agreement: (a) Sections 1 and 2(d) through 17 of this Agreement; (b) each of the definitions otherwise contained in the Dealer Relationship Documents; (c) the Introduction; and (d) each of the Dealer Policies which by its own terms expressly states that it survives the termination of this Agreement or which Banks otherwise designates as so surviving.

16. Notices. Except as otherwise provided in the Dealer Relationship Documents, each notice described therein to either Party (including without limitation to change a Party's principal address) must be in writing and shall be sent to the intended recipient (with all fees paid) by express courier service or email to such recipient's principal address shown in the Introduction and shall be considered effective or received when actually received or refused by such recipient, provided that the sending Party has written confirmation thereof and such refusal was not due electronic or mechanical malfunction or failure.

17. Certain Definitions. For purposes of this Agreement: (a) **"Affiliate(s)"** means any or all of the individuals and entities directly or indirectly controlling, controlled by or under common control with the Party identified, with "control" and its variants in this context having the same meaning as under the U.S. federal securities laws; (b) **"Banks Notice"** means notice to Dealer from Banks that either (i) complies with Section 16 of this Agreement or (ii) is made available on a Banks-designated website and notice under such Section 16 is received by Dealer, which, at a minimum, indicates that a change has been or will be made to what is posted thereon; (c) the **"Banks Parties"** means any or all of Banks, its Affiliate(s) and its designees; (d) the **"Coverage Period"** means the Term and the reasonable period afterward, if any, until (as relevant) Dealer has or, as determined by Banks, should have sold or otherwise disposed of all of the inventories of the Products in Dealer's possession or under its control (each such sale or other disposition will be in a manner consistent with the Dealer Relationship Documents); (e) **"Dealer"** means the Party identified as such in the Introduction, which can be the Dealer Operation (as defined in the Authorized Distributor Agreement by and between Banks and Distributor (as the latter term is defined therein)); (f) the **"Dealer Parties"** means any or all of Dealer and its Affiliate(s); (g) the **"Dealer Policies"** means, collectively, each then-current version of the announcements and policies (whether in the form of correspondence, memoranda, notices or otherwise) expressly labeled as a policy or policies (or the substantive equivalent as determined by Banks) and from time to time issued in writing or made available electronically by the policy administrator (or the designee(s) or successor(s) thereof) of Banks to Dealer; (h) the **"Dealer Relationship Documents"** means collectively this Agreement and the Dealer Policies; (i) the **"Dealer's Inventories"** means all inventories of any or items of Banks products in Dealer's possession or under Dealer's control; (j) **"Direct Orders"** means orders for any or all items of the Products submitted by Dealer directly to Banks as permitted by the Dealer Relationship Documents; (k) the **"Effective Date"** means that labeled as such under Signatures in this Agreement; (l) the **"Intellectual Property"** means any or all of the patents, designs, trademarks, service marks, trade names, trade dress, commercial symbols, copyrights, data, data bases, marketing information, trade secrets and confidential information in which the Banks Parties claim(s) rights; (m) the **"Introduction"** means that part of this Agreement labeled as such, which will be deemed to be one of the Dealer Policies; (n) **"Nonexclusive Authorized Dealer"** means that (i) Dealer may hold itself out as a reseller authorized by Banks for the Products during the Term and (ii) any or all of Banks and the Distributors may offer and sell anywhere and everywhere any or all items of the Products and anything else directly or indirectly to one or more individuals and entities other than Dealer; (o) **"Party"** means Banks or Dealer and the **"Parties"** means Banks and Dealer; (p) the **"Products"** means those Banks products for resale by Dealer as permitted in the Dealer Relationship Documents which are made available to Dealer by any or all of (i) Banks and (ii) the distributors specifically authorized by Banks to sell to or supply Dealer (individually, **"Distributor"** and collectively, the **"Distributors"**); (q) **"Signatures"** means that part of this Agreement labeled as such; (r) the **"Special Accounts"** means, collectively, each individual or entity so designated by Banks Notice; and (s) the **"Term"** means the period from the Effective Date until this Agreement is terminated pursuant to Section 5 hereof.