



**AUTHORIZED DEALER APPLICATION**

**2025 Opportunity Drive, Roseville, CA, 95678 | Phone: (916) 772-9253 | Fax: (916) 772-9254**

Thank you for taking the time to fill out this Shop Reseller Application and your interest in becoming a Sinister Diesel® wholesale Shop Reseller. If you're looking for the best possible deals for your business, you've come to the right place. In addition to our own brand of high-performance components, Sinister Diesel® offers an extensive variety of truck parts and accessories, ranging from aftermarket brands to wholesale parts and Original Equipment (OE), for your customers' vehicle.

**Sinister Diesel will revoke Shop/Reseller rights to purchase any Sinister product if a Shop and or Reseller offers, sells or provides a Sinister Diesel product, as follows: (1) on Amazon, eBay or Walmart marketplaces, or Amazon Prime (regardless of price) (2) at less than its minimum resale price (MAP); (3) resells to an unauthorized Dealer; (4) on any auction site or platform, utilizing the auction or bidding feature (regardless of price); or (5) on any ecommerce site; beside the website(s) listed on their agreement.**

**INITIAL:** \_\_\_\_\_

When you're a Sinister Diesel Authorized Dealer, you have access to:

- Deeply discounted prices
- A dedicated sales representative
- Our team of technical experts
- Programs, promotions and special offers
- An extensive truck parts and accessories catalog (Sinister Pro
- Merchandise and display items to boost your sales
- And More!
- **Please ✓ check the program that interests you:**
- \_\_\_\_\_ **Shop Program 1** - Up-to of 15% Margin. **NO BUY-IN REQUIRED. Note: Discount only applies to Sinister Diesel brand products.**
- \_\_\_\_\_ **Shop Program 2** –22% Margin. Tier requires a \$2,500 buy-In of Sinister Diesel brand products. In addition to this tier, you'll receive pricing on 3<sup>rd</sup> party brands. **Requires \$7,500 in annual purchases.**
- \_\_\_\_\_ **Shop Program 3** – Up-to of 25% Margin. Tier requires a \$5,000 buy-in. At least \$2,500 in Sinister Diesel products In addition to this tier, you'll receive pricing on 3<sup>rd</sup> party brands. **Requires \$10,000 in annual parts purchases.**
- Who assisted you today? \_\_\_\_\_

**Basic Reseller Information**

Company Name: \_\_\_\_\_  
Business Name/DBA (if different from company name): \_\_\_\_\_  
Location Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Website: www. \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_  
Billing Address (if different): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Shipping Address (if different): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Methods of selling (check all that apply):  
\_\_\_\_ Website \_\_\_\_ Amazon/EBAY \_\_\_\_ Retail Store \_\_\_\_ Installer/Shop \_\_\_\_ Events/Shows \_\_\_\_ Other  
Shop/Ecommerce web address: \_\_\_\_\_

**Business/Owner/Officer Information**

Type of business: \_\_\_\_ Corporation \_\_\_\_ Partnership \_\_\_\_ Sole Proprietorship \_\_\_\_ LLC \_\_\_\_ Other  
Officer Name: \_\_\_\_\_ Title: \_\_\_\_\_ Residential phone: (\_\_\_\_) \_\_\_\_\_  
Home Address: \_\_\_\_\_  
Officer Name: \_\_\_\_\_ Title: \_\_\_\_\_ Residential phone: (\_\_\_\_) \_\_\_\_\_  
Home Address: \_\_\_\_\_  
Date Business Commenced: \_\_\_\_\_ Years at present Location: \_\_\_\_\_  
Federal Tax ID #: \_\_\_\_\_ CA Resale# (if located in CA): \_\_\_\_\_  
Terms Desired: \_\_\_\_ C.O.D (3-4 day process) \_\_\_\_ Credit Card \_\_\_\_ Other \_\_\_\_ Bank Reference:  
Bank: \_\_\_\_\_ Acct:# \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Three Business/Trade References (Required):  
Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Acct # (if any): \_\_\_\_\_  
Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Acct # (if any): \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Acct # (if any): \_\_\_\_\_

To assist us in processing your application, the following items are required via fax, email, or mail: This completed Reseller Application (including all agreements/policies and exhibits) and also the following items:

- 1. Copy of your State Tax Resale Certificate (if applicable)
- 2. Copy of your Business License.
- 3. Photos of your Shop, (inside and outside, including display/service area.)
- 4. Application & photos must be mailed or emailed to [info@sinisterdiesel.com](mailto:info@sinisterdiesel.com)

**Please note:** Applications that are not fully completed will not be processed. Signature of all relevant parties on all signature pages are required in order to process application.

\*\*\*Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Owner/Authorized representative

**Credit Card Authorization**

Company Name: \_\_\_\_\_ State: \_\_\_\_\_

Cardholder's Name: \_\_\_\_\_

\_\_\_\_ Master Card \_\_\_\_ VISA \_\_\_\_ American Express

Card Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ \*\*Expiration Date: \_\_\_\_ / \_\_\_\_ \*\*Security Code: \_\_\_\_\_

(VISA, MC, and Discover, last three digits printed on the signature panel, AMEX: printed above the card #)

Card Issuing Bank Phone No: ( \_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_ (Phone number is printed on the back of card) Billing

Address (Where you receive your credit card statement):

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Authorization:** I authorize Sinister Mfg. Company, Inc. to charge my card for order(s)/invoice(s). I agree to pay the credit card charge(s) in accordance with the Card Issuer Agreement. I understand that there will be delay of shipment if the card is declined or otherwise incurs processing issues. **Note:** The signer of this statement MUST be the named cardholder.

**\*\*Signature:** \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Check here if you would like this authorization to be effective on future orders.  
If you choose to provide credit card information at the time of purchase each will still require the credit card authorization form to be signed indicating you agree to the terms and conditions of this agreement.

**Personal Guarantee:**

In the event this account is delinquent and satisfactory arrangements have been made for payment, all legal, attorney fees, and collection cost will be assumed by debtor. By applying for credit, being accepted and signing this application, I agree to the above terms and conditions. I also assume personal responsibility for payment of said Reseller's account. It is understood that credit would not be extended to said Reseller without this assumption of liability. This guarantee and every part hereof shall inure to the benefit of Sinister Mfg. Company, Inc.

Print Name: \_\_\_\_\_

**\*\*Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

**Reseller Permit \*Required**

In compliance with sales and use tax laws, it is necessary that we have a signed Re-seller Certificate with the state permit number on our file as well as a copy of your actual Seller's Permit. Kindly fax or attach a copy of your seller's permit as soon as possible. Otherwise, we will charge sales tax on all orders if we do not have a copy of a sellers permit on file.

Thank you for your kind cooperation and promptly response. Please Fax it to: 916-772-9254

Store Name: \_\_\_\_\_ Owner/principle/DBA: \_\_\_\_\_

I hereby certify that I hold a Valid Seller's Permit No: \_\_\_\_\_

Issued by \_\_\_\_\_ (e.g. California State Board of Equalization)

Effective date: ( \_\_\_\_ / \_\_\_\_ / \_\_\_\_ ), Expiration date: ( \_\_\_\_ / \_\_\_\_ / \_\_\_\_ )

Pursuant to the sales and use tax laws, this store is authorized to engage in the business of selling tangible personal property at below location.

Address: \_\_\_\_\_ State: \_\_\_\_ Zip code: \_\_\_\_\_

If the property or merchandise, purchased from Sinister Mfg. Company Inc., is used for any purpose other than retention or demonstration while holding it for sale in the regular course of business, it is understood that I am required by sales and use tax law to report and pay for the tax, measured by purchase price of such property.

Print name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## GENERAL SALES POLICIES

In addition to the approval of the application, you (the “Reseller”) must agree and carefully read this General Sales Policies (“Policies Agreement”).

### Sales Terms and Conditions

1. **Minimum.** Minimum dollar-buy in (from selected program) for initial order.
2. **Annual Minimum.** Annual minimum must be met (Penalty is demotion of 1 tier).
3. **Terms.** New account payment terms are COD or Credit Card until credit status is approved. Net terms subject to review/alteration on past due accounts.
4. **Interest.** An interest charge equivalent to 1 ½ % per month (18% per annum or the maximum allowable rate under state statute) will be added to all past due invoices. The interest is computed on the unpaid delinquent balance until the account is paid in full. If sent to collections, Reseller shall pay reasonable attorney’s fees and other cost incurred for collection by Sinister Mfg. Company, Inc.
5. **Pricing.** All prices subject to change without notice.
6. **Returned Checks.** A service charge of \$35.00 will be assessed on all returned checks and all discounts and freight allowances will be charged back.
7. **Discounts.** Any discounts, prices, or policies that deviate from the price list must be approved in writing by Sinister Mfg. Company, Inc.
8. **Reporting.** All shortages, damaged, mis-shipped goods, or incorrect pricing must be reported within 10 days of invoice date and accompanied with invoice showing date of purchase and price paid along with the RMA number written on the outside of the box. No adjustments will be made after 30 days.
9. **Shipments.** No shipments on past due accounts. All shipments made outside the continental USA & Canada will be sent prepaid only. Prepayments made by checks that are not drawn against a U.S bank, with a U.S bank code number printed on the check, will be subjected to a \$30.00 processing fee.
10. **Changes.** Sales Terms and Conditions are subject to change without notice. Contact Sinister Mfg. Company, Inc. (“Sinister” or “Sinister Diesel®”) for update.
11. **Confidential.** All sales terms, reseller pricing and conditions in this Policies Agreement are confidential.
12. **Ecommerce.** Any distribution (selling) through online site (I.E. Amazon, eBay, WalMart, Alibaba, Etc) is strictly prohibited.

### Payment Instructions

1. **Instructions.**
  - a. Pay oldest invoice first.
  - b. Pay by notice number.
  - c. Attach remittance details indicating which invoice numbers are being paid and included in the check.
  - d. Any deduction taken on specific invoices at the time of payment must be explained. Should error occur on invoice regarding prices, maturity dates, etc., notify Sinister with specific detailed information within 15 days of invoice date.
  - e. Make checks payable to **Sinister Mfg. Company, Inc.**
2. **Discounts.** Discount only allowed on subtotal of invoice amount. No discount allowed on freight or service charges.
3. **Orders.** Orders may be prepaid by using American Express, VISA, Master card, or Discover.
4. **Chargeback.** Unauthorized chargeback will incur 25% handling fee in addition to all costs incurred.

### Warranty and Replacement Policy

1. **Restocking.** Any authorized shipments that are refused will be charged a 25% restocking fee, plus freight charges incurred.
2. **Returns.** If merchandise is returned to Sinister due to neglect, damage, misuse, or improper repair by others, a charge will be made to Reseller for parts and return freight.
3. **Warranty.** Sinister warrants all products to be free of defects in materials and workmanship at time of shipment from Sinister. Any product, which proves to be defective within the terms of warranty for the product involved may be returned to Sinister freight prepaid, but subject to the above policies. Sinister will repair products under warranty at no charge and return to Reseller.

INITIAL: \_\_\_\_\_

**Competitive Parts**

1. **Prohibition(s).** As a Reseller, wholesaler, retailer, vendor and/or distributor of any kind you agree not to, sell, distribute or in any way make available parts, components, kits, **blue parts** or any other items **you have manufactured or purchased** which in Sinister’s opinion compete directly or indirectly with parts, components, kits or any other items manufactured and/or distributed by Sinister.
2. **Violation(s).** Resellers, wholesalers, retailers, vendors and/or distributors of any kind who violate this section will no longer be permitted to sell, offer, promote, distribute and/or otherwise make available Sinister Diesel® products.

**Policies Enforcement**

**In order for Sinister to enforce this Policies Agreement, Sinister will collect information on Exhibit B from Reseller about Reseller’s customer and/or end user who purchased or inquired about Sinister products (“Reseller User Data”).** All Reseller User Data may be requested annually (or more frequently at Sinister’s sole option). Reseller shall have **30 days** to comply with Sinister’s Reseller User Data request. In the event Reseller User Data is not provided to Sinister, Sinister may terminate the Reseller and/or place them on the “do not sell list”. Reseller grants to Sinister an un-limited and perpetual license to use Reseller User Data.

**Miscellaneous**

1. **Intellectual Property.** Reseller agrees that Sinister Mfg. Company, Inc. products, packages and intellectual property will not be altered, modified or repackaged under another name, entity, or Trademarks other than Sinister Mfg. Company Inc. and as stated in the Brand Manual and Agreement.
2. **Sales.** Applicant agrees to abide by the terms and conditions of sale as listed in the price list.
3. **Venue.** This agreement and subsequent contracts/purchase orders shall be construed in accordance with the laws of the state of California. Venue for litigation to enforce any terms of this agreement shall be Placer County, California.
4. **Privacy Waiver.** The undersigned waives any privacy of credit information rights or regulations, including the consumer protection act of 1968 with all amendments and authorizes his (their) bank to release information to Sinister Mfg. Company, Inc.
5. **Responsibility.** Applicant’s Signature attests agreement, financial responsibility, ability, and willingness to pay all invoices. The above information is for the purpose of obtaining credit and is warranted to be true and correct.
6. **Authorization.** I/ we hereby authorize Sinister Mfg. Company, Inc., to investigate the references listed to my/our credit and financial responsibility.

I \_\_\_\_\_ agree to the above terms.

**\*\*Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

ALL PRODUCTS BEFORE RESELLING THEM, IN A NEW AND UNUSED CONDITION. IF THE PRODUCTS ARE RETURNED WITHIN FOURTEEN (14) DAYS FROM DATE OF PURCHASE, MANUFACTURER WILL PROVIDE A FULL REFUND.

ACCEPTED BY RESELLER:

Print Name: \_\_\_\_\_ **\*\*Signature:** \_\_\_\_\_

**Note: Sinister Diesel® has a number of products that are C.A.R.B. (50 State Legal) approved please refer to your price sheet for the most current and recently approved items.**

## UNILATERAL PRICING POLICY/MINIMUM ADVERTISED PRICE & VIOLATIONS

### Definition of Terms

Under this Unilateral Pricing Policy/Minimum Advertised Price & Violations Policy (“UPP/MAP”), the following terms shall be defined as:

“**Reseller**” refers to, but is not limited to: retailers; jobbers; dealers; online dealers; storefront operators; resellers; mail order distributors; warehouse distributors; and automobile shops and garages who sell, resell or otherwise distribute Sinister brand products. “**Sinister**” refers to Sinister Mfg. Company, Inc., Sinister Diesel®, its companies’ subsidiaries and affiliates.

“**Confidential**” refers to this UPP/MAP policy, any and all pricing, technical and non-technical information.

### Application of UPP/MAP Policy

Effective January 1<sup>st</sup>, 2014, all Resellers of Sinister brand products will be bound by UPP/MAP policy which states:

*No Reseller may advertise any Sinister, brand product(s) or services below the price established by Sinister. The price established by Sinister is in the (non-discounted) retail price on the Sinister website or price list. This policy applies to all Sinister Resellers. It is designed and intended to protect the integrity, branding and profitability of the Sinister line over all channels of distribution, as well as to provide Resellers a level competitive playing field. The UPP/MAP policy applies to all current Sinister brand products and services in addition to Sinister intellectual property and items that Sinister has discontinued, no longer carries or no longer has in stock.*

**This UPP/MAP policy is the unilateral policy of Sinister and is not a contract or agreement with any Reseller. Sinister reserves the right to modify or amend this UPP/MAP policy at any time and from time to time in Sinister’s sole discretion.**

Sinister promotional items including decals, apparel, posters, banners, pens, etc. are exempted from the UPP/MAP policy.

### UPP/MAP Policy Enforcement

The UPP/MAP policy will be strictly and uniformly enforced. Should Sinister verify to its satisfaction that a Reseller has violated the UPP/MAP policy, Sinister will, without assuming any liability, immediately revoke the Reseller’s authorization to sell or receive for resale Sinister brand products. A Reseller will be found in **violation** of the UPP/MAP policy under the following circumstances:

- A Reseller (direct or non-direct) advertises or sells one or more Sinister brand products below the set UPP/MAP price level. This includes, and is not limited to, all forms of public advertising in connection with retail sales of Sinister products, including without limitation newspaper, magazine and other print ads; buyer’s guides and other forms of product listings; direct mail flyers, catalogs, solicitations or offers; radio/television commercials; websites and online stores; postings on online message boards; mass e-mails; and all other forms of public communications to multiple customers or prospective customers, to the extent used to communicate available prices for Sinister products.
- A Reseller (direct or non-direct) sells or offers to sell below Sinister established price one or more Sinister brand products in conjunction with other products or as part of a “package”, or in any combination or parts and/or services.
- A Reseller uses online advertising methods that Sinister believes are designed to bypass the intent and purpose of the UPP/MAP policy.

### Email Data from Reseller:

**In order for Sinister to monitor its UPP/MAP policy, Sinister will collect information on Exhibit B from Reseller about Reseller’s customer and/or end user who purchased or inquired about Sinister products (“Reseller User Data”).** All Reseller User Data may be requested annually (or more frequently at Sinister’s sole option). Reseller shall have **30 days** to comply with Sinister’s Reseller User Data request. In the event Reseller User Data is not provided to Sinister, Sinister may terminate the Reseller and/or place them on the “do not sell list”. Reseller grants to Sinister an un-limited and perpetual license to use Reseller User Data.

### Auction and Retail Sites

Any Reseller offering Sinister brand products in auction or retail site listings with “make offer”, “bid”, “see price in cart”, “add to cart” or similar types of language or options will be considered in violation of the UPP/MAP policy. Cont. to pg. 7 **INITIAL:** \_\_\_\_\_

## **Violations**

Failure to comply with Sinister UPP/MAP policy will result in one or more of the following penalties:

**1<sup>st</sup> Offense** - Reseller will be placed on both the *Violators List* and the *Do Not Sell To* list. This will revoke the Reseller's right to sell Sinister products for a period of 30 calendar days. It will also stop Sinister, along with other direct and non-direct Resellers, from selling Sinister product(s) to the offending Reseller for a period of 30 calendar days.

**2<sup>nd</sup> Offense** - Reseller will be placed on both the *Violators List* and the *Do Not Sell To* list. Reseller will be cancelled as a Sinister reseller for 360 days. This will revoke the Reseller's right to sell Sinister products for a period of 360 calendar days. It will also stop Sinister, along with other direct and non-direct Resellers, from selling Sinister product(s) to the offending Reseller for a period of 360 calendar days. After 360 days, Sinister will consider allowing the Reseller to sell Sinister products again.

In addition to being placed on the *Violators* list and/or the *Do Not Sell To* list, all pending Reseller orders may be cancelled and future orders may not be accepted. Under all circumstances, Sinister reserves the right to immediately and indefinitely discontinue selling its products to Resellers who violate the UPP/MAP policy. In such cases, Sinister has the right, without advance notice and without liability, to immediately cancel all orders, prevent other Resellers from selling Sinister brand products to the violating Reseller, and refuse to accept any new orders from the violating Reseller for any and all Sinister products.

## **Acceptance of Policy**

The continued distribution or sale of Sinister brand products by any Reseller as of January 1<sup>st</sup>, 2014 will serve as tacit acceptance of the terms of the UPP/MAP policy as outlined herein. No written or verbal acceptance of this policy by Resellers is sought or required by Sinister. Non-compliance of the UPP/MAP policy after January 1<sup>st</sup>, 2014 may result in termination of the business relationship between the Reseller and Sinister. The UPP/MAP policy imposes no obligations, guarantees or requirements upon Sinister. This policy is non-negotiable. Resellers of Sinister brand products are required to provide their customers the Sinister UPP/MAP policy. Unauthorized Resellers should not be sold to or provided a feed from any Reseller or any sub Reseller whatsoever.

## **Exceptions**

Sinister reserves the right to permit sales of its products in connection with limited time promotions even though those promotions might otherwise violate the terms of the UPP/MAP policy. At Sinister's sole discretion, other exceptions to the UPP/MAP policy may be made. All such exceptions must have specific start and end dates and may not exceed 5 business days unless permission is otherwise granted by Sinister.

## **UPP/MAP Changes**

Sinister will give at least thirty (30) day notice of any changes to the UPP/MAP policy including price increases.

## **Inventory Repurchase**

Sinister reserves the right to repurchase a violating Reseller's unopened Sinister inventory in its original packaging. Any purchase offers of this sort will be at Sinister's sole discretion and at terms of Sinister's choosing which may include a 15% restocking fee.

## **Additional Policy Terms and Conditions**

This policy may be modified, extended, suspended, discontinued or rescinded in whole or in part by Sinister at any time. Resellers will be provided notice of changes that apply to them in reasonable time to comply. Such notice may describe the duration and nature of any such modification, extension, suspension, discontinuation or rescission of the policy by Sinister. The UPP/MAP policy is not open to contest, negotiation or arbitration. If there is any disagreement over the interpretation or enforcement of this policy, Sinister's view will prevail.

Reseller sales or distribution of Sinister products after January 1<sup>st</sup>, 2014 will serve as acceptance of this policy by the Reseller. Sinister neither requires, requests, nor will accept written or other forms of confirmation of acceptance of this policy. Sinister will not discuss any conditions of acceptance related to this policy.

## **Questions**

Any and all questions or requests for additional information regarding the UPP/MAP policy, or information regarding potential violations of this policy, or questions of Sinister Diesel®'s Terms and Conditions Please contact the UPP/MAP policy program administrator: Sinister Mfg. Company, Inc., 2025 Opportunity Dr., Roseville, CA 95678. PHONE: (916) 772-9253. FAX: (916) 772-9254

No person other than the program administrator identified above is authorized to answer questions; comment; or accept or provide information regarding the UPP/MAP policy and/or potential violations thereof. In addition, any information regarding potential violations must be provided to the program administrator in writing. Sinister will not respond to any questions or comments from one Reseller about the activities of any other Reseller. The decisions of the program administrator are final. Initial: \_\_\_\_\_

## **BRAND MANUAL AND AGREEMENT**

This Brand Manual and Agreement, (“Brand Agreement”) has been created by Sinister Mfg. Company, Inc. (“Sinister”) because the Sinister name, blue color and the logo are icons that represent quality, performance, technology and style. The Sinister name and logo demand attention and are presented, installed and worn as much as badges of honor as of corporate identity. These guidelines and instructions will ensure that you will be successful in presenting Sinister correctly, honoring the past, future and integrity of the brand.

Maintaining a strong corporate identity means careful and consistent use of the Sinister logos. Do not reproduce the Sinister logos in any way other than those specified in this Brand Agreement and on **Exhibit A**.

### **Definitions:**

1. **Logos:** Are the Sinister logos and pit bull logo in this Brand Agreement and as specified by Sinister from time to time on [www.sinisterdiesel.com](http://www.sinisterdiesel.com), or on **Exhibit A** and are made part of this Brand Agreement.
2. **Intellectual Property:** Are Sinister Diesel®; Spooled Up®, American Born & Bred™; the color Sinister Blue™; Cool Force®; Centurion®; AR-15 Exhaust®; Assault Series®; Master Solution®; Complete Solution®; Basic Solution® and Pit Bull logo, any photograph, any patent pending products, and patented products and as specified by Sinister from time to time on [www.sinisterdiesel.com](http://www.sinisterdiesel.com) are made part of this Brand Agreement.
3. **Reseller:** Refers to, but is not limited to: retailers; jobbers; dealers; online dealers; storefront operators; resellers; mail order distributors; warehouse distributors; and automobile shops and garages who sell, resell or otherwise distribute Sinister brand products.

### **License:**

1. **Grant of License.** Sinister grants Reseller a non-exclusive, royalty free, license to use the Logos in Reseller’s advertising, literature and websites solely in connection with the marketing and resale of Sinister branded products.
2. **Term of License.** The license granted by this Agreement shall commence on date the Reseller executed this Brand Agreement (the “Effective Date”), and continue until terminated as provided below.
3. **Limitations on License.** Reseller agrees to comply with the following, which are conditions of the license granted by this Agreement:
  - A. Reseller may only use the Logos and Sinister name in strict conformity with the standards as provided by Sinister or as set forth in this Brand Agreement or at such other Internet location on the World Wide Web as we may notify Reseller. Reseller acknowledges and agrees that it is Reseller’s responsibility to remain informed about, and to immediately comply with, any changes Sinister may make on the Sinister website that affect Reseller’s use of the Logos.
  - B. Sinister expects all advertising of Sinister products to be of high-quality content. All advertising of Sinister products, must be truthful. Consumers should never be deceived regarding the features, performance characteristics and anticipated benefits or results of Sinister products.
  - C. Sinister reserves the right to discontinue their business relationship and to rescind any previously granted license to use Sinister Intellectual Property, if, in the sole opinion of Sinister, the advertising fails to comply with the Sinister policies.

### **Intellectual Property and Copyrights:**

1. **Sinister Intellectual Property Rights.** As between Sinister and Reseller, Reseller acknowledges Sinister’s exclusive right, title, and interest in and to the Intellectual Property rights and its Logos. Reseller agrees that Reseller shall not acquire any

right of any kind in the Intellectual Property or the Logos as a result of Reseller's use of it, and Reseller agrees that all such uses shall inure to the benefit of Sinister.

- 2. No Confusion.** Reseller agrees that Reseller shall not: (i) use the Intellectual Property and/or Logos in any manner likely to diminish its commercial value; (ii) knowingly use any name, logo or icon likely to cause confusion with the Intellectual Property and/or Logos; (iii) make any representation to the effect that the Intellectual Property and/or Logos are owned by Reseller rather than by Sinister; (iv) challenge either the validity or Sinister's ownership of any Intellectual Property rights and/or Logos which incorporate the Logos and the Intellectual Property; or (v) attempt to register, register or own in any country: a) Intellectual Property; b) Logos; c) any domain name incorporating in whole or in part the Intellectual Property or the Logos or d) any name, domain name, keyword or mark confusingly similar to Sinister Intellectual Property and/or Logos.
- 3. Copyright.** As between Sinister and Reseller, Reseller acknowledges Sinister's exclusive right, title and interest in and to the copyright in the Logos, Intellectual Property, and Reseller agrees that Reseller will not contest or assist another in contesting that copyright or Sinister's ownership of it.
- 4. Materials.** All materials, if any, provided by Sinister to Reseller under this Brand Agreement, and all proprietary rights in and to all such materials shall remain the sole and exclusive property of Sinister, subject only to the non-exclusive rights granted to Reseller under this Brand Agreement.
- 5. Satisfaction.** If Sinister, in its sole discretion, determines that any materials used, sold, distributed or offered for sale or distribution by Reseller under this Brand Agreement are unsatisfactory to Sinister, either based the depiction of the Intellectual Property, Logos or the Sinister name on the materials, then Sinister shall so notify Reseller in writing. Upon such notification, Sinister may cancel the Reseller immediately or shall give Reseller fifteen (15) days to implement such reasonable changes, as Sinister shall suggest, ensuring that the materials are satisfactory to Sinister.

#### **Warranties:**

- 1. Representations and Warranties.** Reseller hereby represents and warrants to Sinister that Reseller (a) has the right, power and authority to enter into this Agreement and to perform Reseller obligations as set forth herein; (b) are under no obligation or restriction that does or would interfere or conflict with Reseller obligations under this Brand Agreement, nor will Reseller assume any such obligations or restrictions during the term hereof; and (c) the information provided by Reseller in connection with this Agreement is true, correct and complete.
- 2. Disclaimer and Warranties.** SINISTER DISCLAIMS ANY AND ALL WARRANTIES THAT MAY BE EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE INTELLECTUAL PROPERTY, LOGOS OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES AGAINST INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, AND AGAINST ALL CLAIMS AND LIABILITIES ARISING OUT OF YOUR USE OF THE INTELLECTUAL PROPERTY OR LOGOS.
- 3. Limitation of Liability.** IN NO EVENT SHALL SINISTER BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, SAVINGS, DATA OR USE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR STRICT LIABILITY), ARISING OUT OF THIS BRAND AGREEMENT. Without limiting the foregoing, Sinister shall have no responsibility for any monetary damages under any contract, tort or other legal or equitable theory, regardless of the form of the action. Such limit shall apply whether or not Sinister has been advised of the possibility of such damages.
- 4. Indemnity.** Reseller shall indemnify, defend and hold harmless Sinister, its affiliates, and their respective officers, directors, members, employees and agents from and against any claims, actions, suits or proceedings, as well as any and all claims, actions, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from (a) any misrepresentation or breach of Reseller representations and warranties set forth in this Agreement; and (b) any non-compliance by Reseller with any agreements or undertakings contained in or made pursuant to this Agreement. **Email Data from Reseller:**
  - 1. Reseller User Data.** In order for Sinister to protect its brand and Intellectual Property, and provide Sinister products to Reseller, Sinister will collect information on **Exhibit B** from Reseller about Reseller's customer and/or end user who purchased or inquired about Sinister products ("Reseller User Data"). All Reseller User Data may be requested annually

(or more frequently at Sinister's sole option). Reseller shall have **30 days** to comply with Sinister's Reseller User Data request. In the event Reseller User Data is not provided to Sinister, Sinister may terminate the Reseller and/or place them on the "do not sell list".

**2. Grant.** Reseller grants to Sinister an un-limited and perpetual license to use Reseller User Data. INITIAL: \_\_\_\_\_

**Termination:**

- 1. Sinister Termination.** Sinister may, in its sole discretion, terminate the Reseller and/or this Brand Agreement or modify Reseller's license to use the Intellectual Property and/or Logos at any time upon written notice to Reseller. Upon termination of this Agreement, Reseller shall immediately cease any and all use of the Intellectual Property and/or the Logos or any Intellectual Property confusingly similar to the Intellectual Property and/or Logos.
- 2. Liquidated Damages.** Reseller acknowledges and agrees that if Resellers continues to use Intellectual Property and/or Logos after termination of the Reseller and/or this Brand Agreement, (i) the amount of actual damages sustained by Sinister would be impossible or extremely difficult to calculate; (ii) for each usage of the Intellectual Property and/or Logo's the damage to Sinister would increase on an exponential (and not linear) basis, due to the effect on the product brand and associated goodwill and reputation; (iii) Reseller shall pay a liquidated damages amount equal to 3x (three times) the estimated gross profit Sinister has lost from the Reseller's continued unauthorized use of the Intellectual Property and/or Logos.
- 3. Expiration.** Unless renewed by mutual agreement of the Parties, this Agreement shall expire three (3) years from the Effective Date.
- 4. Survival.** The provisions of Definitions, License, Intellectual Property and Copyrights, Warranties, Termination and Miscellaneous sections hereof shall survive termination of this Brand Agreement.

**Miscellaneous:**

- 1. Notices.** Any notice required or permitted by this Brand Agreement shall be in writing and shall be deemed sufficient upon receipt by the other party, when delivered by email, certified or registered mail, return receipt requested, by commercial overnight delivery service, or by personal delivery to the address of such party as set forth or to any subsequent address designated by either party, on notice to the other pursuant hereto, for the purpose of receiving notices under this Brand Agreement.
- 2. Governing Law.** This Brand Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of laws provisions thereof. The parties hereby submit to the exclusive jurisdiction of the courts located in Placer County, California.
- 3. Amendment.** Sinister reserves the right in its sole discretion to amend this Agreement by providing Reseller with prior written notice thereof.
- 4. Miscellaneous.** This Brand Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all oral or written agreements and understandings made and entered into by the parties prior to the Effective Date hereof. Reseller may not assign this Agreement in whole or in part without the prior written consent of Sinister, and any purported assignment in violation of these provisions shall be null and void. Subject to the foregoing limitation, this Brand Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns. If any provision of this Brand Agreement shall be held by a court of competent jurisdiction to be void or unenforceable, the remaining provisions shall remain in full force and effect. No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by the waiving party. This Agreement shall not be construed or deemed to create any partnership, joint venture, agency, franchise or other form of agreement or relationship between the parties other than as expressly set forth herein.

**5. ACCEPTED BY RESELLER:**

Print Name: \_\_\_\_\_ \*\*Signature: \_\_\_\_\_

EXHIBIT A: SINISTER DIESEL® APPROVED LOGO



Light backgrounds:

Dark backgrounds:



**EXHIBIT B**  
**RESELLER USER DATA**

**In order for Sinister to protect its brand, policies and Intellectual Property, and provide products to Reseller, Reseller shall provide the following information to Sinister for each Reseller customer:**

<b>Business Name/DBA</b>	<b>Website</b>	<b>Email</b>