

This Non-Exclusive Reseller Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) by and between DGC Products, Inc., 2520 Fairview St. Ste A-2 Santa Ana, CA 92704, “DGC”; and \_\_\_\_\_, a \_\_\_\_\_ with a registered office at: \_\_\_\_\_ “Reseller”.

Reseller is permitted to resell the following DGC products: i-Socket Autoswitches, “Products” in the following geographic area: United States of America “Territory” solely to “Consumers” defined as a person or entity that desires to use or acquire the Products for its own use, not for resale or distribution.

1. **TERRITORY RESTRICTIONS.** Reseller is encouraged to promote and sell Products via its retail locations, direct sales force and web-site(s). Reseller may not appoint any dealers or sub-resellers to resell or distribute the Products. **Reseller may not promote, resell, or distribute the Products via third party online marketplaces such as but not limited to Amazon, Alibaba, eBay and Walmart eCommerce platforms without prior DGC authorization.**
2. **PROMOTION.** Reseller shall use its best efforts to market and promote Products to Consumers in the Territory, including by: (a) stocking products on retail shelves, in sales vehicle fleets, in warehouses (b) listing the Products on Reseller’s web site and Reseller’s other marketing materials, (c) avoiding deceptive, misleading, disparaging or unethical practices that are or might be detrimental to DGC and/or its Products.
3. **INTELLECTUAL PROPERTY.** Reseller is not granted rights, title or license to, or interest in any DGC intellectual property. Reseller agrees to hold all intellectual property, including without limitation all copyrights, patent rights, trademarks (marks, logos, designs, trade dress and other brand designations) used by DGC in connection with its Products as the property of DGC and use advertising materials provided by DGC in an authorized manner only.
4. **MINIMUM ADVERTISED PRICING (MAP) POLICY.** MAP Policy is intended to support our Resellers efforts to developed Consumer loyalty based on their quality of service. Reseller agrees to abide by the following:
  - 4.1. The Minimum Advertised Price for any DGC Product shall not be less than 10% below the current Manufacturer’s Suggested Retail Price (MSRP) as published on the current DGC price sheet. MAP pricing is established by DGC and may be adjusted by DGC at its sole discretion. The MAP Policy applies to all advertisements of Products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet pages, social media, web sites or similar electronic media, television, radio, and public signage. Website features such as “click for price,” automated “bounce-back” pricing e-mails, pre- formatted e-mail responses, forms, automatic price display for any items prior to being placed in a Consumer’s shopping cart and other similar features are considered to be communications initiated by the Reseller (rather than by the Consumer) and thereby constitute “advertising” under this MAP Policy.
  - 4.2. The MAP Policy is not applicable to: 1) Any in-store advertising that is displayed only in the store and not distributed to any Consumers) outside of their store. 2) Any email newsletters sent to your Consumer database.
  - 4.3. The inclusion in advertising of free or discounted products with a Product covered by the MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of Products below the MAP.
  - 4.4. MAP applies only to advertised prices and does not apply to the price the Products are actually sold or offered for sale to a Consumer by the Reseller. Resellers remain free to sell Products at any price they choose.

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- 4.5. DGC's MAP Policy does not in any way limit the ability of Reseller to advertise that "they have the lowest prices" or, they "will meet or beat any competitors price", that Consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for the Products is not less than MAP.
- 4.6. DGC may periodically provide waivers to this MAP Policy at its sole discretion for a specified period of time. DGC will provide advanced notice to all Resellers of such changes and conditions.
- 5. **POLICY ENFORCEMENT.** Intentional or repeated failure to abide by this policy will result in termination of Reseller Agreement. If a Reseller with one or more store locations or websites violates this MAP Policy at any one store or website locations or any promotional material, then DGC will consider this to be a violation by the Reseller.
- 6. **TERMINATION.** DGC may terminate this Agreement without cause and without liability upon 30 days' prior written notice to Reseller. Either party may terminate this Agreement for any material breach of the Agreement that is not cured to the non-breaching party's satisfaction within 10 days of written notice that specifies the breach. Upon termination of this Agreement, Reseller will pay outstanding invoices, cease all advertising, marketing and resale of the Products.
- 7. **SURVIVAL.** Expiration or termination of this Agreement will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature should survive will remain in effect after termination or expiration of this Agreement.
- 8. **GOVERNING LAWS; ATTORNEYS' FEES.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California U.S.A. The parties agree that any legal action or proceeding with respect to this Agreement may be initiated only in the federal or state courts located in the State of California, County of Orange. If any legal action or proceeding is initiated, the prevailing party shall be entitled to all attorney fees, court costs, and expenses in addition to any other relief to which such prevailing party may be entitled.

**AGREED TO BY:** Reseller Principal/Authorized Name and Title

First Name: _____	Last Name: _____
Title: _____	Website: _____
Signature: _____	Date Signed: _____
Phone: _____	Email: _____

**AGREED TO BY:** DGC Products Principal/Authorized Name and Title

First Name: _____	Last Name: _____
Title: _____	
Signature: _____	Date Signed: _____
Phone: _____	Email: _____

**Fill out this form completely and email to [sales@dgcproducts.com](mailto:sales@dgcproducts.com)**