

## SPARK LINES, INC Reseller Agreement

This Reseller Agreement (the "Agreement") is made of \_\_\_\_\_, 2022 (the "Effective Date"), between SPARK LINES, INC, a Wyoming corporation, with principal place of business at 1712 Pioneer Ave Ste. #500, Cheyenne, WY, 82001 and \_\_\_\_\_ with principal of business at \_\_\_\_\_ ("Reseller")

By the execution of this Agreement, SPARK LINES agrees to sell products that are stored in a warehouse in the United States and the Reseller agrees to be the SPARK LINES' dealer and to have the right to resell the SPARK LINES' products in \_\_\_\_\_. This means that SPARK LINES does not ship directly to other dealers or to any third party in that regions but, however, does not limit other customers.

**Any changes to this Agreement must be in writing and executed by both parties.**

**IN WITNESS WHEREOF**, the parties have signed this Agreement on the date first above written.

**SPARK LINES, INC**

BY : \_\_\_\_\_

BY : \_\_\_\_\_

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

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

Title : \_\_\_\_\_

Title : \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Dealer Terms and Conditions: no Authorized Dealer, Distributor, Third-Party Reseller or their affiliates shall be permitted to sell SPARK LINES product to, or fulfill orders for, any other Dealer, Distributor, Third-Party Reseller or their affiliates unless they are authorized by SPARK LINES inc.

**1. Acceptance.** Any entity that purchases SPARK LINES products for resale to others ("Reseller") anywhere in the chain of product distribution (i.e., warehouse dealer, dealer, and/or direct reseller, or any combination thereof) should carefully review this Agreement. Resellers signing Agreement, executing this Agreement in writing or by electronic acknowledgement, such as through email or facsimile, and/or failing to object to any term or condition upon receipt of this Agreement, as called for by this Agreement, is its indication that reseller has reviewed, understands and consents to the terms and conditions of this Agreement. **YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.** Acceptance of this Agreement by Reseller is expressly limited to the exact terms contained herein and any attempt to alter or omit any of such terms shall be deemed a counteroffer which may be rejected by SPARK LINES. It is a condition of this Agreement that any provisions printed or otherwise contained in any acknowledgment hereof, purchase order or other document which is submitted by Reseller which are inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this Agreement, shall have no force or effect, and that Reseller agrees that any such provision therein or any such alterations in this Agreement shall not constitute any part of this Agreement unless specifically agreed to in writing by an SPARK LINES officer via handwritten signature. No alteration of SPARK LINES' rights or obligations stated herein shall be binding unless agreed to in writing by a SPARK LINES officer.

**2. Price; Payment; Delivery.** The reseller places orders for at least \_\_\_\_\_ USD for every \_\_\_\_\_ months of the agreement. If this condition is not met, SPARK LINES can terminate the Agreement, in its sole opinion.

Price is as quoted in the sales order referring to this Agreement and is Advance. Except for drop ship orders or as otherwise agreed by SPARK LINES and Reseller, terms are Ex Works SPARK LINES' dock, at which point title and risk of loss transfer to Reseller.

The prices and payment terms are set and determined by SPARK LINES, in its sole opinion. The Reseller will be given at least 30 days' notice to any price change.

**3. Late Payment.** All amounts not paid in full within 30 days after the date due shall bear interest from the date due until paid at an annual rate of eighteen percent (18%) compounded monthly. Payments received by SPARK LINES shall be first applied to interest accrued and unpaid as to any account of Reseller and then to any amount overdue on such accounts as SPARK LINES shall determine in its sole discretion.

**4. Cancellation:** To cancel any order, Reseller must telephone or email SPARK LINES by the end of the business day on which Reseller's order was received and must receive confirmation from SPARK LINES of cancellation. Orders for Products are otherwise not cancellable.

**5. Purchase Money Security Interest.** Notwithstanding Paragraph 2 above, which relates to transfer of title and risk of loss, until the price shall have been paid in full to SPARK LINES for any Products, SPARK LINES shall retain a purchase money security interest in the inventory of the Products presently in the possession of or hereafter acquired by Reseller, and if Reseller shall have sold the Products to any third party, the proceeds of resale (or claim thereto) shall belong to SPARK LINES. Reseller hereby appoints SPARK LINES as its attorney in fact to file any document, with any state or other governmental authority, as is necessary or desirable to perfect, continue, modify or terminate this security interest. Failure on the part of Reseller to pay the price when due shall give SPARK LINES the right (without prejudice to any other remedies):

a. those in possession of the goods that are still owned by SPARK LINES, because they have not been paid for, agree not

to contest or object to a court order allowing SPARK LINES to repossess said goods; and  
b. to prevent Reseller from reselling or parting with possession of the Products until the price there for shall have been paid in full.

**6. Taxes.** The price of the Products is exclusive of all city, state, and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by Reseller.

**7. Standard Co-Op Advertising Allowance:** SPARK LINES establishes every new Reseller account with a Standard Co-Op Advertising Allowance ("Standard Co-Op"). Standard Co-Op is a pricing discount and is the difference between the pricing offered Reseller and Jobber (retailer) level pricing. At SPARK LINES' sole discretion SPARK LINES may extend to a Reseller one or more "Special Discounts" on Products which exceed the discounts reflected in the Standard Co-Op.

**8. Provisions Applicable to SPARK LINES Warehouse Distributors (WDs):**

a. Qualifications for WDs: SPARK LINES in its sole discretion may appoint Reseller as a SPARK LINES Warehouse Distributor. To qualify for WD status, a firm must be an established wholesale three-step automotive accessory distributor. The firm must maintain a representative and diverse inventory of Products to efficiently and quickly fill customer needs. A minimum annual sales volume of Products for Reseller should be proportionate to Reseller's annual turnover, which provides proof that Reseller is making a sufficient effort to represent and promote the Products. SPARK LINES may revoke a Reseller's WD status at any time, with or without cause. To continue to enjoy WD status, Reseller must comply with SPARK LINES unilaterally imposed Minimum Advertised Price ("MAP") Policy, published separately and apart from this Agreement.

**9. Use by Reseller of SPARK LINES Intellectual Property.**

Reseller agrees to conform to SPARK LINES' policy as set forth herein regarding the use of its intellectual property ("IP"). If SPARK LINES does provide authorization to use SPARK LINES IP, the authorized IP will not be altered from the original provided, or used in combination with any non-authorized material not related to SPARK LINES to market products. SPARK LINES IP includes but is not limited to trademarks, trade dress and copyrights in the images and text SPARK LINES uses to describe and market the Products, including but not limited to SPARK LINES video, graphics, box designs, marketing materials and/or copyrighted print advertising. SPARK LINES' trademarks include the following, and are regularly updated at [www.SparkLinesauto.com](http://www.SparkLinesauto.com), all trademarks listed at this website are hereby SPARK LINES' "IP" and are hereby incorporated by reference:

**Goodyear car accessories / Clim Art / Voron Glass / Mona Lisa / Senator**

for Side Window deflectors, Steering wheel covers, custom fit floor mats/cargo liners, sunroof deflectors, sunshades etc.

These trademarks are owned by SPARK LINES in its own right or have a right from the company who owns it with their official license approval. Goodyear trademark with related materials can be used with approval from other companies who authorize to sell Goodyear product in a sales territory.

® indicates that the trademark is registered at the US Patent and Trademark Office.

**Reseller may not use SPARK LINES IP or resell SPARK LINES products without SPARK LINES' prior written authorization, executed in handwriting by a SPARK LINES officer, including but not limited to any of the following situations or to anyone who deals business with:**

- a. Magazine and newspaper advertising
- b. Television, radio, billboard
- c. Over the Internet, including but not limited to the following ways:
  - I. Any paid advertising allowing persons to bid on any SPARK LINES trademark as a search term entered by a visitor to the search engine site, alone or in combination with other words, including but not limited to:
    - 1. Google AdWords Program
    - 2. Bing Ads
    - 3. Yahoo/Bing/MSN Network
  - II. Online stores and marketplaces, including but not limited to:
    - 1. **Amazon.com**
    - 2. **eBay.com**
    - 3. Google Shopping
    - a. PLA (Negative match SPARK LINES trademarked terms)
    - 4. BestBuy
    - 5. Shopzilla.com
    - 6. Walmart
    - 7. Target
    - 8. Sears
    - 9. Rakuten
    - 10. Overstock
    - 11. Newegg
    - 12. jet.com
    - 13. slibuy.com
  - III. Social Networking Sites, including but not limited to:
    - 1. Facebook
    - 2. Twitter
    - 3. Pintrest

- 4. Google +
- IV. Display Advertising
- V. Email Marketing
- Etc.

**SPARK LINES reserves the right to cancel immediately, in its sole opinion, any Purchase order and terminate the Agreement if one of the above conditions is violated.**

**10. Reseller may use SPARK LINES IP in the following situations:**

- d. Resellers may use SPARK LINES IP as previously approved by SPARK LINES per the terms of this Agreement.
- e. Resellers may elicit internet search results displaying SPARK LINES IP as the result of organic search results from reseller web sites that have been previously, expressly approved by a SPARK LINES officer in writing.
- f. Use by a Reseller of SPARK LINES trademarks in the Reseller site's Product description content, if and only if that Product is offered for sale by the Reseller under the conditions of this Agreement.

SPARK LINES will provide authorized images and text for SPARK LINES -approved uses thereof upon request of Resellers who are in good standing. Reseller may not redistribute such images and text to others without SPARK LINES' prior written authorization, executed in handwriting by a SPARK LINES officer.

Any unauthorized use of SPARK LINES IP is a material breach of this Agreement, may at SPARK LINES' sole discretion result in the loss of any Co-Op Allowance granted by SPARK LINES to Reseller, and may result in SPARK LINES's institution of legal action. SPARK LINES also may, at its sole discretion, refuse to supply Reseller with any further SPARK LINES product.

**11. Delays.** SPARK LINES will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of the Products, or for any damages suffered by Reseller by reason of such delay, if such delay is, directly or indirectly, caused by, or in any manner arises from, fires, floods, accidents, civil unrest, acts of God, war, government interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, third party non-performance, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond the control of SPARK LINES.

**12. Warranty.** SPARK LINES warrants the Products, as manufactured, to be free from defects in material and workmanship. SPARK LINES does not warrant damage occurring during shipment nor which is the result of faulty handling by Reseller or its downstream customers, nor which is the result of improper installation and/or misuse by the consumer or end user. SPARK LINES's warranty can be found at [www.Sparklinesauto.com/terms\\_of\\_use](http://www.Sparklinesauto.com/terms_of_use). As Reseller's sole remedy hereunder, SPARK LINES agrees at its cost to replace, on an exact-same product basis, any Product returned by Reseller to SPARK LINES, with proof that the Reseller purchased the Product directly from SPARK LINES. Reseller must exercise its remedy, if at all, electronically or in writing and within the warranty period published for the Product, as counted from the date that SPARK LINES delivers the Product to its dock or when received by Reseller, whichever event happens first. SPARK LINES reserves the right to discard any Product returned by Reseller to SPARK LINES, even if the returned Product is determined by SPARK LINES to be non-warrantable and Reseller consents to SPARK LINES's right to immediately discard any returned product at SPARK LINES' sole and absolute discretion.

**13. DISCLAIMER.** EXCEPT AS SET FORTH IN THE PARAGRAPH IMMEDIATELY ABOVE, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED.

**14. LIMITATION OF LIABILITY.** SPARK LINES SHALL NOT BE LIABLE TO RESELLER FOR ANY DAMAGES RESULTING FROM OR RELATED TO THE GOODS, INCLUDING, BUT NOT LIMITED TO, ANY USE, MISUSE OR MODIFICATION OF THE GOODS (UNLESS SUCH MODIFICATION IS MADE ACCORDING TO THE INSTRUCTIONS ACCOMPANYING THE PRODUCT), MALFUNCTIONS AND DEFECTS IN THE GOODS, OR DELAY OF SPARK LINES IN PERFORMING HERE UNDER. IN NO EVENT SHALL SPARK LINES BE LIABLE TO RESELLER FOR ANY REASON, INCLUDING, BUT NOT LIMITED SPARK LINES TO, ANY ALLEGED BREACH, ALLEGED NON-PERFORMANCE, AND/OR ALLEGED PRODUCT DEFECT, FOR ANY INDIRECT, SPECIAL, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PARTIES' BUSINESS DEALINGS, EVEN IF SPARK LINES HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN THEREOF. LIABILITY HEREUNDER TO RESELLER, IF ANY, SHALL IN NO EVENT EXCEED THE PRICE PAID TO SPARK LINES HERE UNDER BY RESELLER.

**15. Default.** Upon the happening of any one or more of the following events, SPARK LINES shall have the unrestricted right to cancel and terminate this Agreement without cost or liability to SPARK LINES: (1) Reseller's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Reseller; (3) institution of legal proceedings against Reseller by creditors or stockholders; (4) appointment of a receiver for Reseller by any court of competent jurisdiction; (5) any breach of any agreement or SPARK LINES policy by Reseller. The acceptance of Products or performance after the occurrence of any of the events above enumerated shall not affect the right of SPARK LINES to cancel any additional obligations. In the event of a default hereunder by Reseller, SPARK LINES shall be entitled to collect as damages, in addition to all other damages allowed by law, the following amounts related to the Products: the actual cost of all goods, services, or materials purchased or contracted for and the cost of all tooling acquired by SPARK LINES in connection with the Products, plus 20% of the reseller's purchase Price to cover SPARK LINES' design, purchasing and materials and tooling handling services.

**16. Miscellaneous.**

a. Any term or provision of this Agreement may be waived in writing, executed in handwriting, at any time by an officer of the party entitled to the benefit thereof. Any failure to enforce any provision hereof shall not constitute a waiver of such provision or of any subsequent failure to perform any obligation hereunder.

b. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

c. All notices, disclosures, or other communications which are required or permitted hereunder shall be in writing and shall be delivered in person, or by facsimile or sent by U.S. registered or certified mail, postage prepaid, if to SPARK LINES, to SPARK LINES, 1712 Pioneer Ave Ste., 500 Cheyenne, WY USA 82001; and if to Reseller, to the address set forth on Reseller's credit application. Notice may be sent by e-mail to the e-mail address of SPARK LINES at order@sparklinesinc.com and to the e-mail address of Reseller as set forth on Reseller's credit application. Notice delivered personally shall be deemed received upon delivery. Notice delivered by facsimile shall be deemed received upon delivery, provided that the original copy of such notice, properly executed by the sender (if required) shall be sent by U.S. Mail, postage prepaid, and received by the addressee within three (3) business days after delivery of the facsimile copy. Notice delivered by registered or certified mail shall be deemed received on the third (3rd) business day after posting. Notice by e-mail shall be deemed received on the day upon which such notice is sent. Any party may change the address to which notices for such party may be sent by written or electronic notice to the other party.

d. This Agreement contains the entire agreement of the parties and supersedes and incorporates all prior and contemporaneous agreements, representations and negotiations between the parties with respect to the subject matter hereof. This Agreement may be altered or amended only by written instrument executed by both parties in handwriting, and on SPARK LINES' part, said signature must be of a SPARK LINES officer. No agreement or representation by any representative of SPARK LINES or contained in any proposal by or communication from SPARK LINES shall be binding upon SPARK LINES unless specifically set forth in this Agreement or a Sales Order referencing this Agreement and signed by an Officer of SPARK LINES. SPARK LINES' Minimum Advertised Pricing ("MAP") Policy is unilaterally issued by SPARK LINES separately from this Agreement, forms no portion of this Agreement and is not modified by this Agreement. A reseller should follow all requirements set in MAP Policy and should not advertise any product at a lower cost mentioned in it, either in any marketing emails, brochures or online magazines.

e. Neither this Agreement nor any rights thereunder may be assigned by Reseller without the prior written consent of SPARK LINES, executed in handwriting by a SPARK LINES officer.

f. Actions to enforce this Agreement shall be brought in a court of competent jurisdiction located in the State of Wyoming. The parties hereby agree that these jurisdictions shall be the exclusive jurisdictions and venue with regard to any action related to the parties' business dealings and this Agreement. Reseller hereby expressly agrees to waive any objection to proceeding in these jurisdictions based on any argument that personal jurisdiction is not proper over Reseller, or any other objection, and Reseller expressly agrees to waive any argument that these jurisdictions and venues are in any way an inconvenient forum in which to hear any dispute between the parties. If SPARK LINES shall be the prevailing party in any action, SPARK LINES shall be entitled to recover its reasonable attorney fees and costs, including an appeal, from Reseller. The parties agree that the transaction embodied in this Agreement has a substantial connection to these jurisdictions, submit to the jurisdiction of such courts and agrees to the service of summons by mail in the same manner as notices may be served hereunder.

g. We each agree that any dispute resolution proceedings and/or litigation will be conducted only on an individual basis and not in a class action, class arbitration, or a consolidated or representative action. Reseller expressly agrees not to, and waives any right to, proceed as or participate in a class, consolidated or representative action in any capacity. If for any reason a claim proceeds in court, Reseller expressly waives any right to a jury trial.

h. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Wyoming, without regard to its principles of conflicts of laws. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Where Reseller is located in the province of Quebec, Canada, or in any foreign jurisdiction where English is not a primary language, SPARK LINES and Reseller confirm that they have requested that this Agreement and all related documents be drafted in English and understand all provisions and terms of this Agreement as drafted in English.

i. In any action by SPARK LINES to enforce the provisions of this Agreement, SPARK LINES shall be entitled to collect as damages from Reseller, in addition to the service charge provided for above, all damages provided by law and this Agreement, SPARK LINES' court costs and reasonable attorneys' fees through the appellate level.

j. The remedies of SPARK LINES hereunder shall be cumulative.

k. If any term, condition, restriction or covenant contained in this Agreement shall be deemed illegal or unenforceable, all of the other terms, conditions, restrictions and covenants and the application thereof to all persons and circumstances subject hereto shall remain in effect to the extent permitted by law; and if any application of any term, condition, restriction or covenant to any person or circumstance shall be deemed illegal, the application or such term, condition, restriction or covenant to other persons or circumstances shall remain in effect to the extent permitted by law.

l. As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof wherever the context and facts require such construction.

m. If this Agreement and any Sales Order referencing this Agreement cannot be interpreted to be consistent with each other, this Agreement shall control.

**17.** This Agreement and any and all duties and obligations hereunder may not be delegated, transferred and/or assigned by the reseller without the express written consent of SPARK LINES, executed in handwriting by a SPARK LINES officer. Each delegation, transfer and/or assignment without such consent shall be null and void. The relationship between SPARK LINES and Reseller shall be that of independent contractors, and nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture or franchise between SPARK LINES and Reseller or shall constitute or be deemed to constitute the reseller as agent for SPARK LINES for any purpose. The Reseller shall have no authority or power to bind SPARK LINES or to contract in the name of and/or create a liability against SPARK LINES in any way for any purpose. SPARK LINES may assign its rights and obligations to a third party under this Agreement in its sole and absolute discretion.

**18.** At any time and without prior notice SPARK LINES may modify any or all of the SPARK LINES policies

**19. Reseller responsibilities.** Except as otherwise approved in writing by an officer of SPARK LINES, Reseller will do each of the following: (a) promote the sale and use of the products; (b) promptly and effectively respond to questions and

service requests from customers and prospective customers; (c) represent the products in an ethical and professional manner and refrain from any conduct that is or could be detrimental to the reputation or integrity of the dealer and/or SPARK LINES; (d) use the SPARK LINES IP only as permitted by SPARK LINES as described in this Agreement; (e) refrain from questioning or challenging the rights claimed by SPARK LINES or any of its affiliates or related entities in the intellectual property or assisting in any way other(s) in doing so; (f) comply with all laws, regulations and all of SPARK LINES's policies; and (g) promptly and in a timely fashion comply with whatever request may be made by SPARK LINES relating to any law, regulation or expectation thereof or the modification or recall of any or all of the products.

**21. Unauthorized Resellers.** Upon Reseller receiving written notice from SPARK LINES that SPARK LINES has reason to believe that Reseller is selling SPARK LINES product to an unauthorized party that is reselling SPARK LINES products to third parties and/or that Reseller is selling SPARK LINES product to a party that is reselling SPARK LINES products in violation of any SPARK LINES policy, Reseller expressly agrees to cooperate fully with any investigation by SPARK LINES into such activity, including allowing SPARK LINES to audit Reseller's books, records, purchase orders and communications, in addition to any other relevant sources of information, in order to ascertain the identity of the unauthorized or violating reseller. Reseller shall provide SPARK LINES with all requested information within seven business days of SPARK LINES' request for said information and shall provide SPARK LINES with Reseller's good faith best efforts to establish the identity and all necessary information related to said unauthorized and/or violating reseller. Reseller expressly agrees that, in such circumstances, SPARK LINES does not have an adequate remedy at law, and that SPARK LINES may pursue mandatory injunctive relief in the agreed-up on jurisdictions referenced in paragraph 16 (f) to obtain this information if, in SPARK LINES' sole and absolute discretion, Reseller has not adequately responded to SPARK LINES' request for information with regard to any unauthorized reseller and/or reseller operating in violation of any SPARK LINES policy.

**22. Data Sharing.** SPARK LINES may request Resellers share order level detail on a monthly basis. Order detail must include, but is not limited to the following particulars: invoice date, sell to name, sell to address (street address, zip code, city, state, zip, country), SPARK LINES SKU/Part number, quantity ordered, and price sold per unit. Reseller contact information may be supplied as needed. SPARK LINES agrees to keep customer and order level data confidential. Providing these details will allow Reseller to keep Standard Co-Op Advertising Allowance and any Special Discounts agreed to at the onset of business.

**23.** A full copy of this Agreement and its terms and conditions will be provided with each shipment of product by SPARK LINES. If you object to any term or condition of this Agreement or otherwise do not wish to be bound by this Agreement, please return all products purchased, in an unused and new condition in the original packaging, to SPARK LINES for a full refund, including any return shipping costs. IF YOU DO NOT RETURN THE PRODUCT(S) YOU PURCHASED FROM SPARK LINES OR ANY SPARK LINES AUTHORIZED RESELLER WITHIN 14 DAYS OF RECEIVING SAID PRODUCTS, THEN YOU AGREE TO BE BOUND BY, AND ACCEPT, THE TERMS AND CONDITIONS OF THIS AGREEMENT.

**SPARK LINES, INC**

BY : \_\_\_\_\_

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

Title : \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

BY : \_\_\_\_\_

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

Title : \_\_\_\_\_

Date: \_\_\_\_\_