

Security Boss Manufacturing LLC®
MaxSeal Pet Doors®,
AUTHORIZED Dealer PROGRAM AND AGREEMENT

This Agreement is entered into between Security Boss Manufacturing LLC, a limited liability corporation having an address of 3170 Airport Road, La Crosse, WI 54603 (“SBMFG”), and

_____,
a _____ having an address of _____ (“Retailer”).

1. Contact Information Dealer agrees to complete and provide to SBMFG at the time of execution of this Agreement the Dealer information requested in the Dealer Information Sheet attached hereto as Exhibit 1 and incorporated into this Agreement by Reference. Dealer agrees to immediately notify SBMFG of any change(s) in such information by contacting Mr. James Butterfield by telephone at (608) 397-1562 or by email at sbmfgsales@gmail.com.

2. Terms & Rules of Program Participation

(a) In order to purchase from SBMFG for retail sale Security Boss Pet Door® Brand products (collectively, “SBMFG Retail Products”) as a part of SBMFG’s Authorized Dealer Program, Dealer must sign and return this Agreement to SBMFG. SBMFG shall determine from time to time, in its sole discretion, which SBMFG Retail Products Dealer shall be allowed to purchase for resale. By signing this Agreement, Dealer agrees to:

- (1) comply with all SBMFG rules, policies and guidelines regarding intellectual property, including those set forth in the “Authorized Dealer Program Rules Regarding Trademark Use, Copyright Materials & Labeling” attached hereto as Exhibit 2 and incorporated into this Agreement by reference, which may be modified by SBMFG from time to time in its sole discretion (the “IP Rules”);
- (2) conduct its retail business in compliance with all applicable federal, state and local laws and regulations, including intellectual property laws, and all applicable website policies; and acquire and maintain all licenses and permits applicable to the operation of its business and the sale of SBMFG Retail Products;
- (3) use best efforts to meet SBMFG’s high quality standards in providing customer service. SBMFG shall have the exclusive right to increase or decrease the prices of SBMFG Retail Products to Dealer at any time without advance notice;
- (4) prominently display Dealer’s own name and address on all web pages and other online listings from which Dealer offers or sells SBMFG Retail Products; and
- (5) prominently display the SBMFG Authorized Dealer Logo(s) for the brands of SBMFG Retail Products that Dealer sells on all web pages and other online listings from which Dealer sells any SBMFG Retail Products. The Authorized Dealer Logo(s) shall be a clickable link provided by SBMFG to confirm Dealer as an authorized seller.

(b) Dealer shall not sell SBMFG products individually. Dealers are only authorized to resell SBMFG products as part of an install or installation service. SBMFG may be advertised in online ads as part of the installation services that the Dealers provides. The sale of SBMFG products individually to customers online, or any other medium is strictly prohibited and grounds for termination of this Dealer agreement.

(c) Security Boss Manufacturing LLC reserves the right to limited any representation, through printed literature, online media or otherwise, of SBMFG products to maintain the integrity of it's products, reputation and company. Dealers are encouraged to solicit images from their customers to favorably portray SBMFG products.

(d) Dealer shall not sell SBMFG Retail Products through any auction, including, without limitation, any online auction such as eBay® or uBid®, or sell SBMFG products individually online without the express written consent of SBMFG. The offer or sale of SBMFG Retail Products by Dealer, as defined in this section (c), without written consent by SBMFG shall constitute a material breach of this Agreement for which SBMFG may immediately terminate this Agreement and all rights of Dealer hereunder.

(e) Dealer shall not sell SBMFG Retail Products through any Amazon website or affiliate without the express written consent of SBMFG. The offer or sale of SBMFG Retail Products by Dealer, directly or indirectly, through Amazon or its affiliates without written consent by SBMFG shall constitute a material breach of this Agreement for which SBMFG may immediately terminate this Agreement and all rights of Dealer hereunder.

3. Product Warranties Dealer shall make no performance claims or warranties to purchasers of SBMFG Retail Products other than those included in the written express end-user warranties of SBMFG as set forth in SBMFG supplied retail packaging or on the securitybossmanufacturingllc.com or www.securitybosspetdoors.com websites. SBMFG makes no other warranties of any kind, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

4. Trademark Use & Ownership Dealer acknowledges the exclusive ownership by SBMFG or its affiliates of all SBMFG trademarks utilized in connection with the SBMFG Retail Products, including all marks, names, slogans, labels, logos, and designs used by SBMFG, whether registered or unregistered (collectively, the "SBMFG Trademarks"). Dealer does not have and shall not acquire by virtue of this Agreement, any rights in or to any SBMFG Trademarks. Dealer is not a licensee and may use the SBMFG Trademarks for the sole purpose of identifying itself as an authorized Dealer by depicting the SBMFG Trademarks in connection with those SBMFG Retail Products that Dealer is authorized to offer and sell hereunder. All use of SBMFG Trademarks is subject to the provisions of the IP Rules. Dealer will not do, or cause to be done, directly or indirectly, any act challenging the validity of, or SBMFG's ownership of, any SBMFG Trademarks. Dealer shall refrain from utilizing any SBMFG Trademark (or any confusingly similar trademark) in Dealer's corporate or business name, or in any domain name or email address.

5. Term The term of this Agreement, from the date Dealer signs this Agreement will be considered to be in agreement without a defined agreement renewal date. Dealer acknowledges that SBMFG may terminate this agreement at their sole discretion without notice. The continuation of correspondence, meetings or other dealings following such expiration shall not be considered an extension or renewal of this Agreement. To the extent that SBMFG accepts an order solicited by Dealer following expiration of this Agreement, the same shall be governed by the terms of this Agreement but such acceptance shall not be considered an extension or renewal of the term of this Agreement.

6. Breach In the event that Dealer violates any term of this Agreement, SBMFG will have the right to immediately terminate this Agreement. Dealer shall indemnify SBMFG for any costs or losses experienced by SBMFG as a result of a breach of this Agreement by Dealer.

7. Termination or Expiration of Agreement Upon termination or expiration of this Agreement for any reason:

- (a) All sales and shipments of SBMFG Retail Products to Dealer will be terminated;
- (b) Dealer will immediately remove from all of its websites, web pages and other online sites, and will immediately cease and refrain from using, SBMFG's Authorized Dealer Logo(s) and all SBMFG Trademarks, all advertisements for, and images of, SBMFG Retail Products, all text, images and advertisements provided by SBMFG, and any other documents and materials that depict SBMFG's Authorized Retailer Logo(s), the SBMFG Trademarks, and/or images of SBMFG Retail Products; and
- (c) Dealer shall remove any links to SBMFG websites that may appear on Dealer's website(s). SBMFG will remove all links to Dealer's website(s) that may appear on any SBMFG websites.

8. Damages Exclusions. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES IN CONNECTION WITH ANY MATTERS RELATED DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR ANY OTHER ASPECT OF THE BUSINESS RELATIONSHIP OF THE PARTIES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES BY THE OTHER PARTY.

9. Products and Parts Changes. Unless otherwise provided by applicable law, SBMFG may change the design and/or specifications of any or all SBMFG Retail Products or parts and may discontinue selling any SBMFG Retail Products or parts at any time. SBMFG shall not be liable to Dealer for any damages, whether direct or indirect, incidental, consequential, or otherwise, resulting from any discontinuation of any SBMFG Retail Product or parts. In the event of changes, SBMFG shall have no obligation whatsoever to incorporate such changes or similar changes in any SBMFG Retail Products previously sold by SBMFG to Dealer.

10. Entire Agreement. This Agreement, including the attachments, embodies the entire agreement between the parties with regard to the subject matter of this Agreement. All prior or contemporaneous written or oral agreements regarding the subject matter hereof are superseded and cancelled by this Agreement. This Agreement may be amended only by a written document executed by authorized officers of both parties. In exchange for SBMFG entering into this Agreement, Dealer hereby releases SBMFG from all claims and liabilities whatsoever that Dealer ever had, now has, or may have against SBMFG by reason of any matter, cause or thing whatsoever, from the beginning of time until the date of this Agreement. This Agreement is binding on the parties hereto and their respective successors and assigns.

11. Other Provisions. This Agreement is entered into in the State of Wisconsin. The Agreement will be interpreted, enforced and performed in accordance with the laws of Wisconsin. Any dispute arising from this Agreement will be heard exclusively in the state and/or federal courts in La Crosse County, Wisconsin to whose jurisdiction the parties submit.

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If any term of this Agreement is found to be illegal, invalid or unenforceable, that term will be fully severable from the Agreement, and the remaining terms will remain in full force and effect. Further, in lieu of the illegal, invalid or unenforceable term, there will be added automatically as a part of this Agreement, a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

_____ **Security Boss Manufacturing LLC**
Name of Authorized Dealer

_____ James Butterfield _____
Printed Name of Person Signing for Dealer Printed Name of Person Signing for SBMFG

Signature _____

Title (if applicable) _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1
Dealer INFORMATION SHEET

Dealer Name: _____

Contact Name: _____

Contact Email Address: _____

Website(s) URLs: _____

Street Address: _____

City: _____

State: _____
Zip Code: _____

Contact Telephone: _____

Email Address: _____

Suppliers where MaxSeal Pet Doors® and/or Security Boss Pet Door® products are purchased by Dealer:

Signature

Date: _____

Initial_____

EXHIBIT 2

AUTHORIZED Dealer PROGRAM RULES

REGARDING TRADEMARK USE, COPYRIGHT MATERIALS & LABELING

1. The Authorized Dealer Logo to be used by authorized Dealer of the Security Boss Manufacturing LLC® line of SBMFG Retail Products is as follows: The Authorized Dealer Logo to be used by authorized Dealer of the Security Boss Pet Doors® line of SBMFG Retail Products is as follows:

2. Authorized Dealer also may use the following Trademarks of SBMFG and its affiliates (“SBMFG Trademarks”) on websites, web pages, and other online listings if they are advertising and offering for sale the SBMFG Retail Product(s) that bear the SBMFG Trademark in question:

Security Boss Pet Doors® Brand

MaxSeal Pet Doors®

3. Authorized Dealer may not use any of the SBMFG Trademarks in any manner except a purely informational manner to identify the fact that they are authorized Dealer and to identify and advertise the particular SBMFG Retail Product(s) they sell. All displays of the SBMFG Trademarks shall be accompanied by the appropriate designation ™ or ®. Authorized Dealer may not use any SBMFG Trademarks, including logos, or any confusingly similar terms, as any part of their company names, business names, trade names, trademarks or service marks for their businesses, and may not use any domain names and/or email addresses that contain, or are confusingly similar to, any SBMFG Trademarks.

4. Authorized Dealer may not alter any SBMFG Retail Products or any packaging for the products, or remove, efface or obscure any labels or notices on the products or packaging.

5. In the event that SBMFG objects to the manner in which an authorized Dealer uses SBMFG Trademark(s), or objects to any statements or advertisements concerning SBMFG or its products made by an authorized Dealer, the authorized Dealer will immediately cease its objectionable use of such SBMFG Trademark(s), statements and/or advertisements.

6. Authorized Dealer are prohibited from registering or attempting to register any SBMFG Trademarks or any confusingly similar marks or names.

7. All use of SBMFG Trademarks by authorized Dealer inures to the benefit of SBMFG.

8. SBMFG may allow authorized Dealer to use certain SBMFG advertisements, images and text that are subject to copyright protection in connection with their authorized resale of SBMFG Retail Products. Authorized Dealer may not alter any such advertisements, images or text in any way.

9. These Authorized Dealer Program Rules Regarding Trademark Use, Copyright Materials & Labeling may be modified by SBMFG from time to time at SBMFG's sole discretion.

When completed please FAX to Security Boss Manufacturing LLC at 608-237-2195

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