



By Eckbond

DEALER AGREEMENT

This AGREEMENT is effective ____ / ____ / ____ (“Agreement”) between Ziridium Located at 2903 Saturn Street Unit H, Brea, CA 92821 and _____ (“Dealer”) located at _____

1. PURPOSE

This Agreement grants to Dealer the non-exclusive rights to sell certain Eckbond products as outlined in Exhibit A (“Products”) on a retail basis.

2. TERMS

A. Dealer Remittance – On or before the 15th of each month, Dealer will send to Ziridium : 1) a completed transmittal form; 2) all executed customer registration forms for Limited Warranties issued during the preceding 30 days; and 3) the applicable Dealer Remittance Fee as stated in Exhibit A attached hereto.

B. Product Application – Products sold must be applied to the customer’s registered vehicle within thirty (30) days from the date of sale for the Limited Warranty to be valid.

C. Limited Warranty – Dealer agrees to only sell and apply Products to eligible vehicles (see “D” below). All Products sold will include an Ziridium Product Limited Warranty (“Limited Warranty”) after the Product is applied to the vehicle. Dealer agrees to provide its customer with a complete copy of the Limited Warranty. Dealer is not authorized to accept or commit to any liabilities on Ziridium’s behalf in connection with Dealer’s sale of Products other than as set forth in the Limited Warranty. Dealer shall indemnify and hold Ziridium harmless with respect to any unauthorized representation beyond those in the Limited Warranty or to any modification of the Limited Warranty.

D. Limited Warranty Vehicle Eligibility – An eligible vehicle is defined as a new or pre-owned non-commercial automobile or truck with less than 100,000 miles at time of sale and with no pre-existing conditions including exterior environmental damage; interior staining or fading; interior cracking, rips, punctures or burns; exterior dents; alloy wheel damage; headlight yellowing, clouding or fading; and/or windshield chips or cracks. Dealer will use commercially reasonable efforts to detect these conditions and will not sell Products to customers on vehicles that have these pre-existing conditions where the Products will be applied unless Dealer repairs the pre-existing condition(s) prior to Product application.

3. DEALER OBLIGATIONS

A. Product Marketing Activities – Dealer shall use commercially reasonable efforts to vigorously promote the marketing and resale of Products to maximize the sales potential for the Product. Dealer may acquire marketing materials from Ziridium at no charge. Dealer may create its own marketing materials. Such materials must be submitted to Ziridium for approval prior to use. Dealer warrants that all documentation and verbal descriptions made by Dealer related to the Products shall be accurate and shall be presented in a professional manner. Dealer shall not alter or modify in anyway the Limited Warranty provided by Ziridium.

B. Purchasing Limitation – Dealer may only acquire Products directly from Ziridium.

4. TERMINATION

Either party may terminate this Agreement without cause and for any reason upon 30 days written notice given to the other party unless otherwise provided by applicable state law. Nothing contained herein shall prevent either

party from immediately terminating this Agreement in the event of bankruptcy or insolvency of the other or the other's failure to pay amounts owing to each other. Upon termination, all amounts owed to Ziridium will become immediately due and payable and Dealer will return to Ziridium, or its designated representative, all unused Products, marketing materials and customer registration forms.

5. TRADEMARKS/BRAND NAME

Dealer is hereby licensed to use Ziridium's name and trademarks in the normal course of selling Products and performing related services under this Agreement. Dealer agrees not to use Ziridium's name as part of Dealer's name or in any manner which would misrepresent the relationship between Dealer and Ziridium. Dealer may represent itself as an "authorized dealer" of Ziridium and with Ziridium's prior approval, Dealer may use Ziridium's name and Product related trademarks subject to restrictions and limitations imposed by Ziridium from time to time. Upon termination of this Agreement, Dealer shall immediately cease representing itself as an Ziridium dealer and Ziridium shall immediately cease representing that Dealer is selling its Products and each shall cease use of their brand names and trademarks.

6. GENERAL

- A. Dealer is not an agent of Ziridium nor is Dealer authorized to incur any obligations or make any representations on behalf of Ziridium Dealer acts only as an independent contractor and is responsible for its employees and employee taxes.
- B. This Agreement is binding on the parties, their heirs, executors, administrators, successors, and assigns.
- C. Dealer may not assign this Agreement or any provisions thereof to another party without the prior written consent of Ziridium.
- D. If any provision of this Agreement shall be held unenforceable, the remainder of this Agreement shall not be affected thereby.
- E. No waiver by Ziridium and/or by Dealer of any of the terms and conditions of this Agreement shall be construed as a waiver of the performance and/or applicability of such terms in the future.
- F. This Agreement constitutes the full and entire understanding and agreement between the parties and supersedes all prior written or oral agreements, understandings, representations and warranties made with respect thereto. Any amendment, supplement, or modification of this Agreement or any waiver of any provision thereof must be made in writing and executed by all parties to this Agreement.
- G. Force Majeure - Neither party shall be responsible for any failure to carry out its obligation hereunder which is due to causes beyond its control, including, but not limited to, acts of God, public enemy, fires, floods, epidemics, strikes, embargoes, severe weather, wars, or delays of supply due to such causes.
- H. The laws of the state wherein the Products are supplied to the Dealer will govern this Agreement regardless of any principles regarding conflicts of law.
- I. Written notice or delivery of documents to Ziridium shall be mailed to Ziridium at 2903 Saturn Street Unit H, Brea, CA. 92821 and written notice to Dealer shall be mailed to address above.

I have read and fully understand this Agreement and agree to all of the terms within. The parties have executed this Agreement on the day and year first written above.

Ziridium

Dealer

By: _____

By: _____

Position: _____

Position: _____