



Legal Business Name: _____

Dba Name(s): _____

Address: _____

City: _____ State: _____ Postal: _____

Phone: _____ Fax: _____

Company Principal Name: _____ Title: _____

E-Mail: _____

List all website URL(s) where you currently or plan to offer MBRP Powersports products:

List any marketplace name(s) where you currently or plan to offer MBRP Powersports products:

Amazon: _____

eBay: _____

Other: _____

List all suppliers you will be purchasing MBRP Powersports products from:

List all suppliers that you are or will be obtaining MBRP Powersports data from (DCi, SDC, Others):

Please return this completed document to policy@mbrppowersports.com
or by toll free fax at 866-277-4578.



Re: MBRP Powersports Products

MBRP Powersports products will only be sold to resellers prepared to make the following commitments:

- **Intellectual Property:** To protect the integrity and quality of how MBRP Powersports and its products are perceived, only MBRP Powersports generated product images, marketing copy etc. will be used in the marketing of MBRP Powersports products. These are available through the MBRP Powersports Dealer Resource Center to all resellers approved to sell MBRP Powersports products.
- **Restricted Use Products:** Due to local legal regulations, many of the products offered by MBRP Powersports may be restricted as to how or where they may be used. Where such products are limited to competition purposes MBRP Powersports shall clearly mark that fact on its marketing materials and as part of the product packaging. You acknowledge that vehicle owners and resellers are best able to determine whether any such restrictions will apply to the specific intended use.
- **Race Products:** MBRP Powersports includes in its product line-up, products designed and constructed solely for competition use in organized, amateur and professional racing events limited to closed-course racing and open course racing that is formally sanctioned by a recognized racing organization. They are not lawful for use on public highways or streets or for off-road recreational purposes and such use is a violation of federal, state and local laws.
- **Competition Use:** The installation and use of MBRP Powersports products in the competition environment may generate unsafe speeds and cause catastrophic damage to the vehicle or other components installed on the vehicle as well as personal injury or death to drivers, team members and other participants including spectators.

You indemnify MBRP Powersports, its owners, officers, agents, employees, distributors and suppliers from any and all liability that may result from the use or operation of MBRP Powersports products sold to or by you.

- **Manufacturer's Warranties:** Installation and use of MBRP Powersports products may void vehicle manufacturer warranties. You will not represent MBRP Powersports products as being compliant with manufacturer's warranties.
- **E-Commerce:** No Authorized Dealer, Third-Party Reseller or their affiliates shall be permitted to advertise, sell or offer for sale any Products on websites, mobile applications and third party marketplaces (i.e. Amazon, Sears, Newegg, Walmart) without the express



written consent of MBRP Powersports, or its authorized representative, through an E-Commerce Authorization.

No Authorized Dealer, Third-Party Reseller or their affiliates shall sell Products to another individual or company (“Third Party Reseller”) for the purposes of advertising, selling or offering for sale any Products on websites, mobile applications and third party marketplaces (i.e. Amazon, Sears, Newegg, Walmart) unless the Third-Party Reseller has first obtained from MBRP Powersports or its authorized representative, an E-Commerce Authorization.

E-Commerce Authorization can be requested via e-mail at policy@mbrppowersports.com.

Once you have returned a signed copy of this letter as shown below, MBRP Powersports will review to determine authorized dealer status. On being granted authorized reseller status you will be eligible to purchase MBRP Powersports product for resale and be provided access to MBRP Powersports Dealer Resource Center.

By signing this document we agree to the provisions set out above.

Per:

Authorized Signing Officer

Date