



Online Dealer Alliance Agreement

Probity Cell LLC, a Nebraska limited liability company, dba Glion Electric Scooters ("Glion") hereby invites Dealer to become a member of the Glion Dealer Alliance for the online retail sale (no service obligations) of Glion Electric Scooters, pursuant to the following Glion Dealer Agreement (hereinafter, "Dealer Agreement" or "Agreement").

Alliance Dealer ("Dealer"):

Owner:

Mailing Address:

Phone:

Email:

Authorized Ecommerce Address(s):

I. Appointment and Authorization. Glion hereby appoints, and Dealer hereby accepts appointment as a member of the Glion/Dealer Alliance for online electronic sales. Dealer is hereby authorized and appointed to conduct business as an Online Alliance Dealer on the ecommerce address shown above, pursuant to the following commitments, terms and conditions.

II. Glion's Commitments to Dealer. Glion will:

- (a) Sell Glion Electric Scooters to Dealer on the terms set forth herein. In this regard, Glion will strive to produce the highest quality products to best serve the needs and interests of the consumer.
- (b) Communicate with Dealer on a regular basis, to discuss purchase forecasts, Glion's and Dealer's expectations for sales and growth of sales, promotion of the Glion brand.
- (c) Make Glion product information and graphics available to Dealer in appropriate format for general media advertising purposes.
- (d) Authorize Dealer through a limited license to use the name "GLION" and other Glion trademarks to promote the sale of Glion products in accordance with Glion's guidelines.

- (e) Honor the Glion Limited Warranty provided with each Glion product.
- (f) Indemnify, hold harmless and defend Dealer from and against any or all claims, suits, losses or actions of any kind or nature directly or indirectly arising out of a claim either (i) that Glion's products or trademarks infringe the intellectual property rights of a third party, or (ii) that Glion's products caused property damage or personal injury to any third party. This shall apply provided the Dealer has not been negligent or otherwise at fault in regard to the claim, suit, loss, or action, and has fully complied with all of the provisions of this Agreement.

III. Dealer's Commitments to Glion. Dealer will:

- (a) With respect to the promotion of the Glion brand:
 - (i) Glion recognizes that Dealer may handle brands which are competitive with the products sold to Dealer pursuant to this Dealer Agreement. In the event Dealer handles such competitive products, Dealer agrees to afford Glion products at least as much effort as afforded competitive products in terms of promotion, sales, and website page space.
 - (ii) On an annual basis, enter into a business plan with Glion which will address:
 - (1) Building market share of Glion products;
 - (2) Building total sales of Glion products in dealer's websites;
 - (3) Promoting the sales of Glion products;
 - (4) Promoting the Glion brand.
 - (iii) On a quarterly basis, forecast purchases of Glion product so Glion can stock product to meet Dealer's needs.
- (b) Make no warranty on behalf of Glion other than the Limited Manufacturer Warranty provided with each Glion product.
- (c) With respect to purchase and sales of Glion products:
 - (i) Sell and deliver product only at authorized physical locations and only take orders via publicly accessible ecommerce enabled web pages hosted on authorized websites listed above owned and operated by Dealer. Dealer selling on 3rd party sites (eBay, Amazon, Alibaba, etc.), drop-ship accounts (Buy.com, Newegg.com, Overstock.com, etc.) classified sites (Craiglist.com, Facebook Marketplace, etc.) or direct messages on forums is strictly prohibited.
 - (ii) Record and maintain, for a period of no less than seven years, the name, mailing address, email address and telephone number of each purchaser, along with the serial number, model name and model year, of each Glion electric scooter, for use in the event any customer needs to be contacted such as when a corrective action becomes necessary.
 - (iii) Fully and promptly comply with all directions and instructions of Glion in the event of a corrective action.

- (iv) Dealer must restrict customer order shipments to shipping addresses located within the United States.
 - (v) Dealer may not sell in bulk to B2B accounts, wholesalers, or freight forwarders/drop shippers for other retailers. Dealer must only sell to Dealer's end consumer.
 - (vi) Dealer must understand its obligations under Glion's MAP Policy and abide by them. A copy of the Policy is attached and can be revised by Glion from time to time upon 30 days advance notice to Dealer of the revision.
- (d) Comply with all advisories, instructions, and operating standards as distributed by Glion.

III. Other Terms of Agreement and Conditions:

1. This Dealer Agreement shall have an effective date beginning when executed by Glion and Dealer, and shall have an initial term ending September 30th, 2019. It shall automatically renew thereafter on October 1, for successive one year periods, unless terminated earlier. **Notwithstanding any provision contained in this Agreement to the contrary, either Glion or Dealer may terminate this Agreement for any reason and without cause upon thirty (30) days advance written notice.** Following receipt of a notice of termination, Dealer shall not have the right to purchase products which Glion has designated as having a model year of other than the then current calendar year. It is agreed further that Glion shall have the right to make any changes in this Dealer Agreement upon thirty (30) days written notice.
2. Glion and Dealer each agree to maintain in force at all times public liability insurance with a U.S. admitted carrier with limits of no less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Dealer agrees to promptly notify Glion in the event of cancellation of coverage or change of carrier.
3. Glion and Dealer shall be excused from having to perform any obligation under this Agreement by reason of strike, lockout, riot, war, fire, acts of God, accident, delays caused by suppliers, inability to obtain materials or manufacturing facilities, delays or carriers, compliance with any law, regulation or order, or any other unforeseen event beyond its control. Notwithstanding the foregoing, under no circumstances shall Dealer be excused from the obligation to make timely payments for products delivered pursuant to this Agreement.
4. In the event one party materially breaches this Agreement, the other party may terminate this Agreement upon 30 days written notice to such breaching party, unless such breach is fully cured to the reasonable satisfaction of the non-breaching party. In addition, Glion may immediately terminate this Agreement by giving written notice to Dealer, in the following instances:
 - Unauthorized sale, transfer or liquidation of Dealer's business.
 - As to an authorized location, loss of occupancy of that location or removal to a new location.
 - Sales from or at any non-authorized location or ecommerce site.
 - Failure of Dealer to meet payment obligations to Glion.
 - Dealer's bankruptcy, insolvency, or financial incapacity to maintain adequate facilities, inventories or service capabilities to meet its commitments under this Agreement.

- Breach of any covenant under this Agreement.
5. Dealer agrees Glion's trademarks and other intellectual property are and shall remain the property of Glion, and Glion shall have the right to change the design, artwork, logo and/or symbols of Glion marks at any time without prior notice. Glion hereby grants to Dealer a non-exclusive, non-transferable limited license to use Glion trademarks, logo, and other marks during the term of this Agreement for the sole purpose of promoting Glion products; provided, such uses place Glion in the best possible light, consistent with Glion's marketing philosophy, and consistent with Glion as a premium brand. Provided further, Dealer utilizes such trademarks, logo, and other marks as, from time to time, Glion may permit or direct. Upon termination of this Agreement, Dealer agrees to cease and delist all use of Glion trademarks, logo, and other marks, and return any property to Glion which contains such.
 6. Dealer agrees that Glion makes no representation, oral or written, as to the potential market for Glion products available to the Dealer, and agrees that under no circumstances will Glion be held responsible for the profitability or lack thereof of Dealer's operations. Nor has Glion granted a territory or any territorial rights relative to this agreement. Glion at all times reserves the right without compensating Dealer to authorize others in Dealer's town, city, or vicinity to sell Glion products.
 7. Dealer agrees that Dealer is an independent contractor, and not an agent or franchisee of Glion.
 8. It is understood that absent written approval product may not be returned to Glion. Dealer grants Glion an irrevocable license to inspect each location and Glion product.
 9. No waiver of any breach of this Agreement shall be deemed to waive any existing or subsequent breach of the same or another provision of this Agreement.
 10. Glion has entered into this Agreement based upon its confidence in Dealer, and Dealer's ability to fulfill the commitments set forth herein. As a consequence, this Agreement is not assignable or transferable. Notwithstanding the foregoing, Glion agrees to, in good faith, consider proposed assignments or transfers. In that regard, Dealer must provide 30 days written notice of any proposed transfer or assignment, then submit to Glion such information as may be required to consider the proposal. The decision to accept or reject a proposed assignment or transfer shall at all times be within the sole discretion of Glion.
 11. In no event will Glion be liable to Dealer for incidental or consequential damages of any kind.
 12. The provision of this Agreement is severable. If any provision is deemed illegal or otherwise unenforceable, the remaining provisions shall remain in full force and be enforceable by and between the parties.
 13. If Glion and Dealer are unable to resolve any dispute arising out of or in connection with this Agreement, they expressly agree that any such dispute, controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration. Such arbitration shall be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"), unless Glion and Dealer agree to an alternative arbitration process.

14. This Agreement was entered into in the State of Nebraska pursuant to Nebraska law.

DEALER:

PROBITY CELL LLC:

By : _____
Signature

By : _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date