

AUTHORIZED DEALER NETWORK PROGRAM

If your shop or retail outlet deals with automotive lighting upgrades, there's no doubt you've heard of The Retrofit Source. In business since 2005, we are honored to have become the biggest and most well respected outlet for aftermarket lighting products in the world. The size of our footprint grows each year thanks to our partnerships with over 350 authorized dealers worldwide. The Retrofit Source welcomes dealer inquiries from all and approves only the most qualified. The main benefits of our wholesale program are highlighted below.

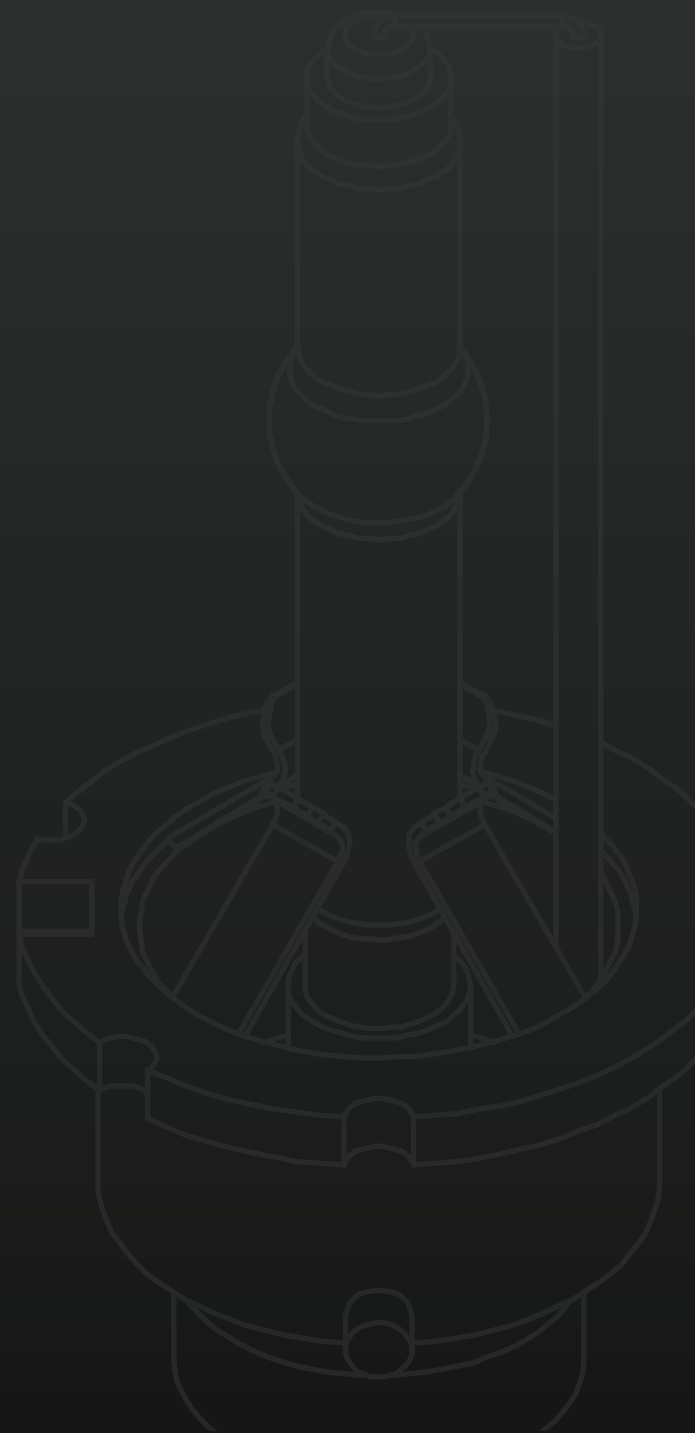


THE RETROFIT SOURCE
Innovative Headlight Upgrades

SUPPORT@THERETROFITSOURCE.COM

WWW.THERETROFITSOURCE.COM

(404) 220-7940



BENEFITS

DISCOUNTS: Discounted on two tiers, you will save a considerable amount on our wide range of projector and HID retrofitting components from TRS, Philips, Osram, Denso and Matsushita.

SHIPPING: Fast, free* and reliable shipping to you or your customer directly from our warehouse conveniently located in Atlanta, GA. No matter a stocking order, a drop ship, or a group buy; our professional team can easily handle your order fulfillment.

MARKETING: Though the products practically sell themselves, we understand the fact that selling on the Internet requires supporting content. We will provide high-resolution images and product specifications, and product descriptions for your own use.

DEDICATION: No matter a technical question, product recommendation, or live service with an order you need to place, our team is here to help. Our wholesale hotline is available for extended hours during the day.

REACH & REFERRALS: Search Google for HID Retrofit or Projector Retrofit – TheRetrofitSource.com is the #1 landing site for people seeking information on upgrading their headlights the right way. As a known affiliate, you will be listed on our authorized dealers page as a verified and trusted source for parts too.

LEGITIMACY: While it has proven difficult to prevent low-class storefronts from selling knock-offs; serious shoppers will understand the importance of purchasing only genuine products. Part of our reputation here at The Retrofit Source is based on the fact that we refuse to sell any counterfeit products, and pass on that same level of professionalism to our own dealers.

DEMAND INDEX: As one of the world's largest suppliers of automotive lighting products, we know what demand looks like. With sales records on everything we sell, TRS can systematically recommend the right product mix for any given product line. Simply state your budget, what product categories you wish to sell, and we can develop your order mix based on historical demand from end-users.



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DISCLAIMER: The following document describes your obligations as a dealer of TRS. Failure to comply with any section of this agreement will result in a warning. Further non-compliance will result in termination of your Authorized Dealer Status and Account closure.

WHOLESALE ACCOUNT REQUIREMENTS

Within the last year: the number of wholesale applications has increased dramatically. To ensure the brand's exclusivity and curb too much potential competition between partners, we have set the following requirements for all TRS Dealers. Many apply, few are granted such status.

Licensed Businesses Only: By Law, you must supply a valid Tax ID number and/or business certificate for your business.

Dedicated Business Website: Will be evaluated for its relevance and level of professionalism to determine whether or not the brand fits.

Credibility: All dealers must be able to support their products with background knowledge on products such as what to recommend and troubleshooting topics.

Professionalism: With our reputation in your hands, dealers must have a proven record for customer care.

\$500 Minimum Buy-In: To deter individuals who otherwise meet the stated criteria from taking advantage of wholesale discounts, this minimum initial purchase will be credited to your account.

Performance: To ensure account remains active; dealers are required to maintain a minimum of \$1000 in purchases per quarter (\$4000 annually).

PRICING REQUIREMENTS

The following price policies are important to understand and abide by for all TRS Dealers. Violation of any of these rules will result in a warning. Continued offenses will result in account closure.

MAP Pricing: Your advertised price cannot be less than the Minimum Advertised Price stated in your local currency. "Add to Cart" or hidden prices are also subject to the MAP.

Sales and Group Buys: Allowed, but must be clear to participants that the lower pricing will end at a certain date and/or number of participants. Sale prices may not remain in the public domain after the sale has ended. (i.e. forum posts must be edited/removed).

Private Dealing: When selling by email, phone, or in person, you are welcome to sell at any price point.

Public Domain: For the purpose of this agreement, public domain means any forum, blog, post, or similar that can be viewed through a public search engine.



SALES OUTLETS

Acceptable sales avenues are below. Products cannot be listed in any other outlets without our prior consent.

- **Private Websites:** Must follow universal requirements below
- **Forums:** Must follow universal requirements below
- **Local:** Walk-in and local installations are always welcome
- **eBay:** With our consent only (Limited Availability*)
- **Amazon:** With our consent only (Limited Availability*)

*We retain the rights to determine which dealers have the right to sell on any sales outlet. Permission must be obtained PRIOR to listing our products on Amazon or eBay.

PRODUCT WARRANTIES

Your Responsibilities to Your Customer:

- Provide customer service & trouble shooting advise using our guide.*
- Collecting & verifying a properly formatted warranty image.**
- Covering the shipping cost of the replacement part (from your own inventory or ours).
- Accurately reflecting the terms of warranty as required by law.

Our Responsibility to You:

- In exchange for the properly formatted warranty images: we will provide the replacement parts in a future shipment to you (at no cost).

* Please refer to attached trouble-shooting guides

** Please refer to attached zip file containing properly formatted warranty image examples for all product groups.

LISTING REQUIREMENTS

The following requirements pertain to any product listed on a public domain.

Product Description: You may use our product descriptions or create your own. In either case, they must be well-written, non-deceptive, and not compared the product with other competing brands for sake of class.

Product Images: You may use the images that we provide, but they must be protected with a functional watermark. You are also welcome to take your own product images, and use without any watermark requirements.

Product Pricing: Must meet all criteria stated in prior section entitled "Pricing Requirements."



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TERMS & CONDITIONS

This Agreement is between The Retrofit Source, Inc., by and through ("TRS") and the reseller named above ("Reseller") and establishes the terms and conditions for Reseller's participation in their Reseller Program (the "Program"). Under the Program, The Retrofit Source will provide marketing and promotional support to Reseller as specified in this Agreement related to Reseller's purchase and license of TRS products for resale either.

1. Reseller Qualification

1.1. In order to ensure adequate technical and marketing support to end users, eligibility to resell The Retrofit Source's products is subject to meeting certification requirements as described in the Program Materials attached hereto as Attachment B. These Program Materials contain a detailed description of the benefits to a Reseller of as well as the requirements of a Reseller under this program. Reseller will not sell TRS products without arranging for adequate post-sales support.

2. Relationships

2.1. Reseller is an independent contractor engaged in purchasing The Retrofit Source products for resale to its customers. Reseller is not an agent or legal representative of TRS for any purpose, and has no authority to act for, bind or commit TRS.

2.2. Reseller has no authority to make any commitment on behalf of TRS with respect to quantities, delivery, modifications, interfacing capability, suitability of software or suitability in specific applications. Reseller has no authority to modify the warranty offered with TRS products. Reseller will indemnify TRS from liability for any modified warranty or other commitment by Reseller not specifically authorized by The Retrofit Source.

2.3. Reseller will not represent itself in any way that implies Reseller is a branch of TRS. Reseller will immediately change or discontinue any representation or business practice found to be misleading or deceptive by TRS immediately upon notice from TRS.

3. Term, Limitations, Termination

3.1. The term of this Agreement is twelve (12) months from the date of acceptance by Reseller and The Retrofit Source. This Agreement shall automatically renew on each subsequent year for a one-year term, unless it is terminated earlier in accordance with this Agreement.

3.3. The Retrofit Source may, from time to time, give Reseller written notice of amendments to this Agreement. Any such amendment will automatically become a part of this Agreement thirty (30) days from the date of the notice, unless otherwise specified in the notice.

3.4. Upon expiration, non-renewal or termination of this Agreement,

all interests in accrued fee's and or accounts must be reconciled to a zero balance.

4. Reseller Programs

4.1. Reseller shall exert best efforts to market The Retrofit Source products, and is free to use all promotional materials supplied by them. It is the Reseller's responsibility to help its customers determine which system configuration would best serve their needs.

4.2. As defined in the Program Materials, Reseller shall have sufficient technical knowledge of the products in general and will make their best effort to provide this information to customers.

4.3. The Retrofit Source does not represent that it will continue to offer any particular item or model of product indefinitely or even for any specific period. TRS specifically reserves the right to modify any of the specifications or characteristics of its products, to remove any product from the market, and/or to cease manufacturing or supporting it. Warranties will not expire prematurely, but in the case that a product has been discontinued, it would be replaced with a current equivalent.

4.4. Reseller is expected and encouraged to advertise and promote the sales of TRS products through all appropriate media. The Retrofit Source must approve all such materials that use their name or trademarks. TRS will assist Reseller in advertising and promoting their products by way of referral.

5. Limitation of Liability

5.1. UNDER NO CIRCUMSTANCES, INCLUDING ANY INFRINGEMENT CLAIMS, SHALL COMPANY BE LIABLE TO RESELLER OR ANY OTHER PARTY FOR ANY RE-PROCUREMENT COSTS, LOST REVENUE OR PROFITS OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF COMPANY HAS BEEN INFORMED OF SUCH POTENTIAL LOSS OR DAMAGE.

6. Use of Trademarks

6.1. Reseller acknowledges the following:

6.1.a. TRS owns all right, title and interest in the TRS and company names and logotypes.

6.1.b. TRS is the owner of certain other trademarks and trade names used in connection with certain product lines.

6.1.c. Reseller will acquire no interest in any such trademarks or trade names by virtue of this Agreement, its activities under it, or any relationship with TRS.

6.2. During the term of this Agreement, Reseller may indicate to the trade and to the public that it is an Authorized Reseller of The Retrofit Source products. With The Retrofit Source's prior written approval, Reseller may also use TRS trademarks and trade names to



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promote and solicit sales or licensing of their products if done so in strict accordance with their guidelines. Reseller will not adopt or use such trademarks or trade names, or any confusingly word or symbol, as part of its company name or allow such marks or names to be used by others.

6.3. At the expiration or termination of this Agreement, Reseller shall immediately discontinue any use of the product and TRS names or trademarks or any other combination of words, designs, trademarks or trade names that would indicate that it is or was a reseller of the their products.

7. Product Warranty

7.1. The warranty terms and conditions will be as specified in the PRODUCT Standard Terms and Conditions of Sale.

7.2. TRS'S WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.3. All TRS (TRS) products are covered by the guidelines below (unless otherwise noted):

All products carry an 18-month warranty that begins from the date of purchase. Original order numbers must be provided with the submission of any warranty claim. Product replacements shall be supplied at no cost along with future purchase orders.

To redeem replacements, RESELLER must provide TRS with warranty image of product in accord with furnished examples. Replacements will be provided on a 1:1 basis.

Discontinuation of Products: If a discontinued product is defective, but still within the warranty period: TRS will replace it with the current equivalent of the same product at a 1:1 ratio.

TRS is not responsible for shipping charges associated with any warranty replacement products.

8. Proprietary Information

8.1. COMPANY and Reseller shall each exercise due diligence to maintain in confidence and not disclose to any third party any proprietary information furnished by the other to it on a confidential basis and identified as such when furnished. Except in accordance with this Agreement, neither party shall use such information without permission of the party that furnished it. As used in this paragraph, "due diligence" means the same precaution and standard of care, which that party uses to safeguard its own proprietary data, but in no event less than reasonable care. The provisions of this

Section shall survive for five (5) years beyond the expiration, non-renewal or termination of this Agreement.

9. Compliance with Laws

9.1. Reseller agrees to comply with all laws and regulations that are applicable to the business that Reseller transacts. Reseller agrees to indemnify and hold TRS harmless for all liability or damages caused by Reseller's failure to comply with the terms of this provision.

9.2. This Agreement does not grant any license under any patents or other intellectual property rights owned or controlled by or licensed to The Retrofit Source. Reseller shall not have any right to manufacture The Retrofit Source products.

10. Discontinuation of Products

10.1. TRS will issue a thirty (30) day notice, as outlined in section 11, of changes or discontinuation of products that are sold and subject to Section 7 of this Agreement. If Reseller has said product in stock and would like to return it: TRS will accept in exchange for a 2:1 order.

11. Miscellaneous

Notices under this Agreement must be sent by e-mail, fax or registered mail to the appropriate party at its address stated on the first page of this Agreement. A notice will not be effective until the addressee actually receives it.

This Agreement and its schedules represent the entire agreement between the parties regarding this subject. This Agreement supercedes all previous oral or written communications between the parties regarding the subject, and it may not be modified or waived except in writing and signed by an officer or other authorized representative of each party. Neither party will be liable to the other for any delay or failure to perform if that delay or failure results from a cause beyond its reasonable control. If any provision is held invalid, all other provisions shall remain valid, unless such invalidity would frustrate the purpose of this Agreement. Georgia law governs this Agreement without consideration to that body of law referred to as "conflicts of laws." TRS and Reseller will attempt to settle any claim or controversy arising out of it through consultation and negotiation in good faith and a spirit of mutual cooperation. Any dispute which cannot be resolved through negotiation or mediation may be submitted to the courts of appropriate jurisdiction.



NON-DISCLOSURE

Confidential Information

1. All written and oral information and materials disclosed or provided by the Seller to the Purchaser under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Purchaser.

2. 'Confidential Information' means all data and information relating to the transaction and the Seller, including but not limited to, the following:

2.1.a. 'Customer Information' which includes names of customers of the Seller, their representatives, all customer contact information, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by customers of the Seller;

2.1.b. 'Intellectual Property' which includes information relating to the Seller's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);

2.1.c. 'Marketing and Development Information' which includes marketing and development plans of the Seller, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Seller which have been or are being discussed;

2.1.d. 'Business Operations' which includes internal personnel and financial information of the Seller, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting the Seller's business;

2.1.e. 'Accounting Information' which includes, without limitation, all financial statements, annual reports, balance sheets, company asset information, company liability information, revenue and expense reporting, profit and loss reporting, cash flow reporting, accounts receivable, accounts payable, inventory reporting, purchasing information and payroll information of the Seller; and

2.1.f. Confidential Information will also include any information that has been disclosed by a third party to the Seller and is protected by a non-disclosure agreement entered into between the third party and the Seller.

3. Confidential Information will not include the following information:

3.1.a. Information that is generally known in the industry of the Seller;

3.1.b. Information that is now or subsequently becomes generally available to the public through no wrongful act of the Purchaser;

3.1.c. Information that the Purchaser rightfully had in its possession prior to the disclosure to the Purchaser by the Seller;

3.1.d. Information that is independently created by the Purchaser without direct or indirect use of the Confidential Information; or

3.1.e. Information that the Purchaser rightfully obtains from a third party who has the right to transfer or disclose it.

Obligations of Non-Disclosure

4. Except as otherwise provided in this Agreement, the Purchaser must not disclose the Confidential Information.

5. Except as otherwise provided in this Agreement, the Confidential Information will remain the exclusive property of the Seller and will only be used by the Purchaser for the Permitted Purpose. The Purchaser will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to the Seller or any of its affiliates or subsidiaries.

6. The obligations to ensure and prevent the disclosure of the Confidential Information imposed on the Purchaser in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and those obligations will last indefinitely.

7. The Purchaser may disclose any of the Confidential Information:

7.1. To such of its employees, agents, representatives and advisors that have a need to know for the Permitted Purpose provided that:

7.1.a. The Purchaser has informed such personnel of the confidential nature of the Confidential Information;

7.1.b. Such personnel agree to be legally bound to the same burdens of non-disclosure and non-use as the Purchaser;

7.1.c. The Purchaser agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by such personnel; and

7.1.d. The Purchaser agrees to be responsible for and indemnify the Seller for any breach of this Agreement by its personnel.

7.2. To a third party where the Seller has consented in writing to such disclosure; and

7.3. To the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.

8. The Purchaser agrees to retain all Confidential Information at its usual place of business and to store all Confidential Information separate from other information and documents held in the same



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location. Further, the Confidential Information is not to be used, reproduced, transformed, or stored on a computer or device that is accessible to persons to whom disclosure may not be made, as set out in this Agreement.

Non-Competition

9. If the Transaction is not satisfactorily completed by the Parties, then:

9.1.a. Other than with the express written consent of the Seller, which consent may not be unreasonably withheld, the Purchaser will not, from the date of this Agreement until 1 year after cooperation expires, be directly or indirectly involved with a business which is in direct competition with the business lines of the Seller that are the subject of this Agreement; and

9.1.b. From the date of this Agreement until 1 year after cooperation expires, the Purchaser will not divert or attempt to divert from the Seller any business the Seller had enjoyed, solicited, or attempted to solicit, from its customers, at the time the parties entered into this Agreement.

Ownership and Title

10. Nothing contained in this Agreement will grant to or create in the Purchaser, either expressly or impliedly, any right, title, interest or license in or to the intellectual property of the Seller.

Remedies

11. The Purchaser agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to the Seller. Accordingly, the Purchaser agrees that the Seller is entitled to, in addition to all other rights and remedies available to it at law or in equity, an injunction restraining the Purchaser, any of its personnel, and any agents of the Purchaser, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

Return of Confidential Information

12. The Purchaser will keep track of all Confidential Information provided to it and the location of such information. The Seller may at any time request the return of all Confidential Information from the Purchaser. Upon the request of the Seller, or in the event that the Purchaser ceases to require use of the Confidential Information, or upon the expiration or termination of this Agreement, the Purchaser will:

12.1.a. Return all Confidential Information to the Seller and will not retain any copies of this information;

12.1.b. Destroy or have destroyed all memoranda, notes, reports and other works based on or derived from the Purchaser's review of the confidential information; and

12.1.c. Provide a certificate to the Seller that such materials have been destroyed or returned, as the case may be.

Notices

13. In the event that the Purchaser is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Purchaser will give to the Seller prompt written notice of such request so the Seller may seek an appropriate remedy or alternatively to waive the Purchaser's compliance with the provisions of this Agreement in regards to the request.

14. If the Purchaser loses or makes unauthorized disclosure of any of the Confidential Information, the Purchaser will immediately notify the Seller and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

FINALIZE & RETURN

PLEASE FILL IN THE INFORMATION BELOW, SIGN, AND RETURN TO SUPPORT@THERETROFITSOURCE.COM
DOING SO ACKNOWLEDGES YOU HAVE READ, UNDERSTAND, AND ACCEPT ALL OF THE TERMS AND CONDITIONS IN THIS DOCUMENT.

FULL NAME:

SIGNATURE:

DATE: