

Reseller Agreement

This Reseller agrees to the following terms and conditions and is made and entered into as of _____(date) . Western Medical Inc “Company” is the Master Distributor for the healthcare industry for the U.S. territory of the products more fully described in Exhibit A manufactured by Yozamp Products Company LLC under the brand name Venture Volt . The Reseller agrees to the terms contained in this Agreement.

Appointment: Company authorizes and appoints the Reseller and the Reseller accepts the appointment, as a non-exclusive reseller to market and sell these products. **Reseller is not granted permission to resell Company’s products to any third party reseller or any third party site including, but not limited to Amazon, Ebay, Walmart.com, etc without express written permission from Company.**

Revision of Authorization. Company reserves the right to revise the list of Products with pricing (including MAP) at any time during the term of this Agreement.

Map Pricing: MAP pricing for all products can be found on current price list (Exhibit A). All advertised prices must be at or above MAP for Company Products. Resellers are required to list prices in advertising. All prices listed in an advertisement must be at or above MAP. Resellers are also responsible for ensuring that Company Products are at or above MAP on internet search engines. Resellers are free to set the actual resale price of any product as long as it is at or above MAP price given the most recent publication of the price list. Company’s MAP policy for all Products and Services apply to advertising placements, including but not limited to: print ads (inserts, magazines, newspapers, catalogs, mail order catalogs, etc.), broadcast (radio and TV), direct mail, faxes, internet placement with third parties (banner ads, broadcast emails, destination pages, third-party sites), internet placements on resellers own website, and any flyers, posters or coupons. From time to time, Company may permit resellers to advertise MAP Products at prices lower than the MAP price. In such events, Company reserves the right to modify or suspend the MAP price with respect to the affected products for a specified period of time (ie. Black Friday, Cyber Monday, etc.) by providing advance notice to all resellers of such.

Indemnification. Reseller shall indemnify and hold Company harmless from and against any and all damages, liabilities, costs and expenses (including reasonable attorney's fees) which Reseller incurs as a result of any claim based on any breach of any representation or warranty, covenant or agreement by Reseller under this Agreement or any breach of this Agreement by Reseller.

Cancellation. This agreement may be withdrawn or cancelled at any time for any reason by the Company.

Reseller Representative Signature

Printed Name

Company

Title

Date

EXHIBIT A

Volume Discount Prices for Resellers of Venture Volt CPAP Battery Banks

***5 batteries per case for both sizes. Case quantities can be mixed between battery sizes (ex. 5 EV-38 and 5 EV-72 = 10 case price)**

EV-38 Venture Volt Battery Bank - MSRP/MAP = \$299.00

<u>Qty.</u>	<u>Price</u>
1-4 Cases	\$209.00 - Good
5-9 Cases	\$204.00 - Better
10+ Cases	\$199.00 - Best



EV-72 Venture Volt Battery Bank - MSRP/MAP = \$479.00

<u>Qty.</u>	<u>Price</u>
1-4 Cases	\$335.00 - Good
5-9 Cases	\$330.00 - Better
10+ Cases	\$325.00 - Best

