



Partner Program Terms

By opening and reading this document you acknowledge that you have read and agreed to the dealer terms and conditions as a part of signing the GoSun® Dealer Application.

This agreement is hereto established between Affiliate, Dealer, Retailer or Distributor (Partner) and GoSun Inc. (Company).

This agreement allows Partner to purchase GoSun® Products (Products) at a discount from the published retail price and also establishes the framework for conducting successful business practices.

Both parties do hereby agree as follows:

GENERAL

1. Company hereby appoints the Partner, as its non-exclusive representative of Company products and services (hereinafter referred to as "Products").
2. All international sales must be negotiated by and receive prior approval from Company. An international sale is any sale that requires shipment to an address outside of North America.
3. This agreement shall continue in perpetuity, unless terminated upon written notification or email by either party for any lawful reason – see TERMINATION.
4. Percentage discount from MSRP is determined from level of participation, commitment, and volume of bulk purchasing. A published price list will be available to qualified Partners. All discounts are established at the sole discretion of Company.

MODIFICATIONS

5. Company may revise these Terms occasionally. If a revision changes the rights or substantially alters the Terms for Partner, we will notify Partner via email. By continuing to be a Partner after any revisions come into effect, Partner agrees to be bound by the revised Terms.

RESPONSIBILITIES

6. Company shall: (a) provide Partner with sales and technical information regarding Company Products, (b) inform Partner from time to time of current prices and terms for its Products, and (c) supply Partner with digital product literature free of cost, and printed product literature at a nominal cost.
7. Partner shall: (a) diligently and faithfully obtain the maximum number of orders for GoSun Products; (b) conduct the Partner's business in a lawful manner; (c) promptly forward to Company all Drop-Ship orders obtained by Partner; (d) promptly answer questions from customers or others interested in Company Products; (e) keep and maintain a list of all customers, and upon request, furnish a copy to Company for support, warranty and product

registration purposes; (f) not enter into any agreement with a third party that would bind or create obligations for Company; (g) not use the names of or any intellectual property related to GoSun as part of the Partner's trade name, business name, or domain name; (i) hold Company harmless from any mismanagement or wrongdoing on the Partner's behalf; and (j) seek to solicit orders from financially responsible customers.

8. Dealer/Distributor is expected to maintain a minimum number of GoSun stoves in stock. No authorization is granted for reselling GoSun products on eBay or Amazon, or for resale to any third party entity listing on eCommerce websites such as Sears.com, Walmart.com, Jet.com etc., or for use of the name GoSun in any primary domain name. Violation of listing the GoSun product on any of these e-commerce sites, will result in the TERMINATION of the relationship between the Dealer/Distributor and GoSun.

BRAND CONSISTENCY

9. Partner shall submit to Company, copies of all advertising and promotional materials to be used by Partner. Partner must obtain written permission to use such material, prior to actually using it. Partner shall not make any representations, claims, or warranties regarding Products other than those authorized in writing by Company. All product trademarks are property of Company, and Partner shall not acquire any rights therein by virtue of their use.

PRICING

10. Partner shall abide by Minimum Advertised Prices (MAP) on all Products. This policy applies to all Partners, regardless of geographic location and/or territory. The Company has implemented this MAP policy to help ensure a legacy as a top producer of high performance, high quality, solar cooking Products and accessories, and to preserve a strong reputation for providing customers with high value Products and support. MAP policy is as follows:

(a) MSRP (Manufacturer's Suggested Retail Price) and MAP pricing is established by Company and may be adjusted by Company at its sole discretion at any time.

(b) MAP policy is particularly important for e-commerce and applies to all printed advertisements of Products in any public media, including, but not limited to flyers, newspapers, magazines, catalogs, email newsletters, websites, Internet or other similar electronic media, television, radio, and public signage.

(c) If pricing is displayed, any strike-through or other alteration of the MAP is prohibited unless located in in-store advertising or at an event.

(d) MAP applies only to advertised prices and does not apply to the price at which the Products are actually sold or offered for sale to an individual consumer within the Partner's retail location or over the telephone. Partners remain free to sell these Products at any prices they choose.

(e) MAP does not establish maximum advertised prices. All Partners may offer Company Products at any price in excess of the MAP. Internet auctions may not display or have reserved bid or other acceptable prices below the MAP price.

(f) MAP policy does not in any way limit the ability of any Partner to advertise that "they have the lowest prices" or, they "will meet or beat any competitors price", that consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for the Products is not less than MAP.

(g) Intentional or repeated failure to abide by this MAP policy will result in termination of Partnership. Company does not intend to do business with Partners who degrade the image of Company and its Products. Company will not provide prior notice of issue warnings before taking any action under this MAP policy.

11. Company reserves the right to change product prices at any time. All orders shall be subject to Company's acceptance, which Company may or may not give according to its sole discretion. Company may at any time change or discontinue any or all of its present or future product lines.

CONFIDENTIALITY

12. Partner shall not at any time, either during or after the termination of this Agreement, either directly or indirectly, divulge, disclose, or communicate to others or use for its own benefit any information that is proprietary to Company. Partner agrees to the following:

In response to Partner's interest in receiving information concerning Company Products, Company will provide Partner with information that is non-public, confidential, and proprietary in nature. The information includes any information provided (1) orally from officers and principals of Company, (2) by inspection of the facilities, equipment, computer programs, online Partner portal, etc. of Company, and/or (3) written financial, operating, policy, contracts, and other materials. Proprietary information shall include GoSun solar cookers, accessories, and any other proprietary Company Products or concepts.

Partner agrees (a) to keep the information confidential and not disclose the information to any person or entity and, (b) not to use any such information in the conduct of any business.

This confidentiality agreement does not apply to portions of the information which (1) are, or become, generally available to the public (other than as the result of disclosure by Company or its representatives), or (2) were available on a non-confidential basis prior to its disclosure by Company from a source other than Company, or one of its representatives, which source was entitled to disclose the information, or (3) become available on a non-confidential basis from a source other than Company or one of its representatives, provided that such source is not known by Company or its representatives to be bound by a confidentiality agreement with Company, or otherwise prohibited from transmitting the information by contractual fiduciary or other legal obligation.

In consideration of the information and other good and valuable consideration receipt of which is hereby acknowledged, Partner agrees that from the date hereof, Partner will not use, or provide others with, the information, themes, store setup, equipment design, or proprietary marketing concepts used by Company, or provided to Partner directly or indirectly by Company or one of its representatives, to compete with Company.

All information shall remain the property of Company while in Partner possession. Once there is no longer any legitimate business or legal reasons for Partner to retain the information, Partner agrees to return the information to Company together with all copies of the information, without retention of any copies of such information, unless Partner is required by law to retain copies.

RIGHTS

13. This Agreement is specific to the Partner, and may not, in whole or in part, be assigned, transferred, or delegated, without the prior written consent of Company.

14. No relationship other than that of sales Partner is intended to be created between the parties, it being intended by the parties that the Partner act solely as an independent contractor. Nothing in this Agreement shall be construed as to (a) give Partner any rights in the business of Company; (b) entitle Partner to control in any manner the conduct of Company's business; or (c) give Partner authority to bind Company in any manner whatsoever.

NON-COMPETE

15. Partner agrees not to compete with Company in regards to manufacturing or creation of OEM products that directly compete or interfere with the Company's business in solar cooking.

PAYMENT TERMS

16. Partner payment terms depend upon Partner's commitment level, credit history and volume of sales. Company is to provide initial Payment Terms upon review and acceptance of Partner Application. Company reserves the right to revise Partner Payment Terms at any time, upon written notice, depending upon any change to Partner commitment levels and/or sales volume.

SHIPPING

17. Partner shipping terms also depend upon Partner's commitment level and volume of sales. Company is to provide established shipping terms upon review and acceptance of Partner Application. Company reserves the right to revise Partner shipping terms at any time, upon written notice, depending upon any change to Partner commitment levels and/or sales volume.

TRAINING & SUPPORT

18. Company shall provide Partner with training and support, in order to enable Partner with the ability to provide consumers with the best quality of service, and most helpful information to drive rates of customer satisfaction. Upon request of the Partner, Company reserves the right to charge Partner a nominal fee for any Premium Support provided, in addition to standard training provided. If this is the case, Partner will be properly notified in advance of providing Premium Support.

TERMINATION

19. For any lawful reason this Agreement may be terminated upon a written 30-day advance notification by either party.

WARRANTY

20. If any of the terms of this agreement are violated at anytime, the warranty provided by GoSun for the products shall be considered void, and the Company will no longer authorize any sales to the Dealer/Distributor.

REMEDIES

21. Company's rights and remedies will be cumulative and additional to all other remedies provided by law or equity. Company will be entitled to recover costs and attorneys' fees in the enforcement or defense of any rights under these Terms or with respect to any transaction. Partner's sole and exclusive remedy against Company for

nonconforming Product or for any dispute between the parties will be limited, at Company's option, to repair or replacement or refund of any Product purchased.

OTHER DETAILS

22. If any provision in this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, all other provisions of this Agreement shall nevertheless remain in full force. This Agreement constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, all prior understandings and agreements being merged herein. All amendments, changes, and revisions of this Agreement, or any part thereof, shall be in writing and executed by the parties hereto.

23. This Agreement shall be governed by the law and statutes of the State of Ohio, USA. Any action at law which may be brought by Partner to enforce or interpret this Agreement may be brought in either the Hamilton County, Ohio Court of Common Pleas or the United States District Court, Southern District of Ohio, Western Division, and Partner agrees to submit to such courts' jurisdiction and further will not challenge jurisdiction or venue therein.

GoSun, GoSun Stove, GoSun Sport, and GoSun Grill are registered trademarks of GoSun Inc. When using GoSun trademarks in publications that will be distributed only in the United States, include the appropriate ™, or ® symbol on first use. For publications that will be distributed outside the United States, do not include trademark symbols. Instead use the appropriate trademark attribution notice, for example: GoSun stove and GoSun grill are trademarks of GoSun registered in the U.S. and other countries.

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(PARTNER)

By _____
Date _____
Printed Name:
Title: