



www.truckvault.com

Prospective Dealer,

Thank you for your interest in becoming an Authorized TruckVault dealer! We are the market leader in highly secure, in-vehicle equipment storage systems for public safety, outdoor sport, and commercial markets.

By becoming a TruckVault dealer you will have access to the best products in the category on the market, backed by the very best customer service in our industry. We always strive to treat our dealers with transparency and to reward their efforts at every turn.

In turn we require our dealers to meet high standards of service to the customer and to be active participants in promoting TruckVault products.

Please review the application below and complete it in full to allow us to formally vet and approve your business. We look forward to a long and mutually beneficial relationship.

Anders Gidlund
SALES DIRECTOR

800-967-8107



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TRUCKVAULT INC.



TruckVault Dealer Program Overview

AUTHORIZED DEALERS:

- Receive 28% off the MSRP on all TruckVault manufactured products with at least \$10,000 in sales booked in any 12-month period. Discount is reduced to 18% if booked sales are below \$10,000 in any 12-month period. Volume discounts available at 10 units and above. See Dealer of Record modifications below.
- Net 30 payment terms (O.A.C.) after first \$5,000 in prepaid net sales and as long as account is in good standing.
- FREE SHIPPING on all Vault products – requires commercial location with fork-lift or loading dock.
- No Inventory or Buy-In Required – TruckVault's are strictly built to order.
- Discounts on Non-TruckVault accessory products are available on authorized dealer price list.
- Heavily discounted demo products available for qualifying dealers.
- Keep 100% of installation proceeds. Pass-through installs available.
- Catalogs and other promotional items available free of charge.
- Listings on the web-based TruckVault dealer locator. Must have TruckVault listed and linked on your website to qualify.
- Outside sales support in certain areas – team selling with customers, in-person training available.

OTHER RULES & GUIDELINES:

- All orders are shipped via ground transportation. You can choose to either ship to your location or drop ship directly to your customer.
- Must achieve a minimum sales volume of \$5,000 per year to remain on active status.
- Must have a physical store front or the capacity to utilize other elements of the TruckVault dealer network to provide services that necessitate a physical location.
- Must provide valid reseller permit, phone number, fax number, email address, website, company letterhead, and business license.
- Must facilitate TruckVault lifetime warranty repairs, with compensation from TruckVault if applicable.
- Must assist customers with designing and implementing their storage solution when required.
- Must provide installation services if the customer requests them.
- Must provide basic customer service and training for TruckVault products including issues, functions, locks, and operations; with input from TruckVault beforehand.

Initials _____

Non-Disclosure of Confidential Information

For purposes of this Paragraph 1, "Confidential Information" shall include, without limitation, customer lists, product designs, dealer pricing, manufacturing processes, and all information, trade secrets, or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. The Party that discloses Confidential Information to the other Party is the "Disclosing Party." The Party that receives Confidential Information from the other Party is the "Receiving Party."

The Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive purpose of furthering this TruckVault Dealer Agreement ("Agreement"). Confidential information is restricted to employees of the Receiving Party. The disclosure of Confidential Information from the Disclosing Party to the Receiving Party does not constitute any transfer of rights to the Receiving Party of the Confidential Information, or any patents, trademarks, copyrights or other intellectual property protecting or relating to the Confidential Information. At the request of the Disclosing Party, the Receiving Party must return or destroy all Confidential Information, and destroy any materials prepared by Receiving Party that include Confidential Information from Disclosing Party. The Parties' obligations under this NDA shall survive the NDA's termination or expiration.

Scope of Agency

Dealer is authorized under this TruckVault Dealer Agreement to enter into contracts with customers for the purchase TruckVault products. Dealer is not authorized to take any other action on behalf of TruckVault. Dealer cannot act for or bind TruckVault or incur any debts or liabilities in the name of TruckVault.

Independent Contractor

Dealer understands, acknowledges and agrees that he is engaged in an independent business and will perform the Services as an independent contractor, and Contractor is not the employee or servant of TruckVault. Contractor will be solely responsible for all matters relating to compliance with Social Security, withholding, self-employment taxes, and other state and federal responsibilities, as applicable. Contractor is obligated to pay any applicable federal income tax on all amounts paid under this Agreement. Contractor will not be entitled to receive any vacation or illness payments or to participate in any plans, arrangements, or distributions by TruckVault pertaining to any bonus, stock option, profit sharing, insurance or similar benefits for TruckVault employees.

Initials _____

Indemnity

Dealer agrees to fully defend, indemnify and hold TruckVault harmless from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local government body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of Dealer. This indemnification applies to and includes without limitation, the payment of all penalties, fines, judgements, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to and between Dealer and TruckVault, Inc. for all legal fees, expenses, and costs incurred by it.

Miscellaneous

Dealer may terminate this Agreement if TruckVault breaches any material term of this Agreement and fails to cure such breach within ten (10) calendar days following written notice thereof from Dealer. TruckVault may terminate this Agreement at any time for any reason. This Agreement is assignable by TruckVault but is not assignable by Dealer without TruckVault's prior written consent. This Agreement shall be deemed to have been made in and entirely performed in, and shall be construed in accordance with, the laws of the State of Washington. The Parties consent to venue, service of process and personal jurisdiction in the state and federal courts located in King County, Washington, which courts shall have sole and exclusive jurisdiction to adjudicate disputes under this Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements between the Parties. It may not be changed or amended except in writing signed by the Parties. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties' successors, heirs, executors, and administrators.

Dealer of Record

As of January 2020, TruckVault now operates a Dealer of Record or DOR system. This allows for dealers to register as the originator of a specific bid or lead that is subsequently being submitted by the end user to a bid system at the local, state or national level. Dealers registered as a DOR on these specific bids will receive the normal TruckVault discount of 28% off (+ volume discounts), but any other dealer will receive 18% off if they chose to submit an offering for the same bid. Certain exceptions due apply such as GSA orders and existing state or local contract pricing. Dealers can register as a DOR by contacting their territory representative.

Initials _____

TruckVault Dealer Information

Business Information - Please complete all fields

Must Check for Business Focus: Public Safety _____ OR Consumer Sports/Commercial _____

Name of Business _____

Physical Address _____ City _____ State ____ Zip _____

Mailing Address _____ City _____ State ____ Zip _____

Primary Contact _____ Primary Contact Email _____

Phone # _____ Fax # _____ Toll Free # _____

Accounts Payable Contact _____ Email (for invoices) _____

Website _____ Parent Company _____

Organization Type: Corporation Proprietorship Partnership

Date Established _____ State of Incorporation (if applicable) _____

Federal ID# _____ - _____ DUNS# _____ Resale# _____

Copy of current Resale Certificate must be provided with Dealer Agreement submission (except in non-taxable states)

Principals

President/Owner _____

Vice President _____

Purchasing Manager _____

Signature _____ Title _____ Date ____/____/____

If applying for prepaid terms only, sign here and return to TruckVault. If applying for Net 30 terms fill out required fields, sign, and proceed to next page. By signing this I certify that all information on this form is correct and I fully understand and agree to the terms of the TruckVault Dealer Agreement including the Non-Disclosure and Indemnity agreements.

NET 30 Credit Application

Credit References - *Please complete all fields – incomplete applications will be rejected*

Name of Business: _____

Bank Reference

Bank Name _____

Address _____ City _____ State ____ Zip _____

Phone _____ Fax/Email _____

Checking Account # _____ Savings Account # _____

Trade References (Your references must be directly related to your scope of business)

Name _____ Account # _____

Primary Product/Service _____

Street Address _____ City _____ State ____ Zip _____

Phone _____ Fax _____ E-mail _____

Name _____ Account # _____

Primary Product/Service _____

Street Address _____ City _____ State ____ Zip _____

Phone _____ Fax _____ E-mail _____

Name _____ Account # _____

Primary Product/Service _____

Street Address _____ City _____ State ____ Zip _____

Phone _____ Fax _____ E-mail _____

*All credit sales are **NET 30 DAYS**. All delinquent payments are subject to a 1.5% monthly finance charge. Should it become necessary to settle this account by legal process or otherwise, the undersigned, including endorser, promises to pay all costs of collection, including reasonable attorney's fees. All information submitted may be subject to verification by TruckVault but will be held in strict confidence and used solely for the purpose of granting credit. By signing this I certify that all information on this form is correct and I fully understand the credit terms and agree to pay accordingly.*

Signature _____ Title _____ Date ____/____/____