

General Dealer Terms and Conditions

These General Dealer Terms and Conditions are made a part of and incorporated into any AUTHORIZED DEALER AGREEMENT executed by Seems Legit Garage, LLC and any authorized dealer (the "Agreement") as further detailed in the Agreement. All terms used herein but not defined shall have the meaning set forth in the Agreement.

1. Term; Termination; Effect of Termination.

- a. Term. "**Term**" means the Initial Term and each Renewal Term as defined in this Section. Subject to the termination rights below, this Agreement shall commence on the Effective Date and shall expire on the one (1) year anniversary of the Effective Date (the "**Initial Term**"); *provided, however*, that if this Agreement has not been otherwise terminated as elsewhere herein permitted prior to the expiration of the Initial Term, the Agreement shall automatically be renewed for successive one (1) year renewal terms (each a "**Renewal Term**"), unless and until either Dealer or Distributor gives the other party written notice of termination, which notice must be provided at least thirty (30) days before the expiration of the Initial Term or the then applicable Renewal Term.
- b. Termination. Notwithstanding anything in this Agreement to the contrary, Distributor may terminate this Agreement at any time, for any reason or no reason, upon prior written notice to Dealer, in which event Distributor shall have no further liability or obligation to Dealer.
- c. Effect of Termination. Upon termination:
 - i. Dealer shall immediately cease representing itself as an authorized dealer of the Products.
 - ii. Dealer shall immediately cease use of all trademarks and marketing materials related to the Products and/or Distributor or the Manufacturer.
 - iii. All outstanding amounts owed to Distributor shall become immediately due and payable.
 - iv. Distributor shall have the right, but not the obligation, to repurchase some or all of Dealer's unsold, new, unused, current, complete and undamaged Product inventory at original cost minus a restocking fee. All such repurchases shall be subject to Distributor's then-current return policies.
 - v. In the event that Dealer has paid to Distributor any portion of fees prior to termination for Products ordered but not then shipped by Distributor, Distributor may reimburse Dealer for such fees.

2. Intellectual Property; No Territorial Rights. Dealer acknowledges that all trademarks, trade names, logos, product names, marketing materials, and intellectual property associated with the Products are owned by the Manufacturer and/or Distributor. Dealer hereby receives only a limited, revocable, non-exclusive right to use approved trademarks, trade names, logos, product names, and marketing materials solely during the Term of this Agreement. Dealer acknowledges that it receives no exclusive territory, protected market, customer ownership rights, or guaranteed customer relationships under this Agreement. All goodwill associated with the Products, intellectual property thereof, and distribution networks related thereto shall belong exclusively to Distributor and/or the Manufacturer.

3. Representations and Warranties.

- a. Dealer represents and warrants to Distributor that: (i) Dealer is and shall remain financially solvent and possesses sufficient experience, authority, personnel, equipment and working capital to satisfy its obligations under this Agreement as and when required by the terms of this Agreement; (ii) the execution and delivery of this Agreement and the fulfillment of the terms hereof will not constitute a default under or breach of any agreement to which it is a party or by which it is bound, including without limitation, any confidentiality or non-competition agreement; (iii) Dealer has the experience, expertise and capabilities to conduct and support Product sales and all service activities related thereto and shall execute all such sales and service activities in a first-class manner, in accordance with the highest standard of care and diligence exercised by others performing like services; (iv) Dealer is, and throughout the Term will remain, duly authorized and properly licensed under all applicable laws to transact business as presently conducted, and to perform the transactions contemplated under this Agreement; and (v) Dealer shall comply with all applicable laws and regulations.
- b. Products are intended for off-road use only. As with any racing activity, customer accepts all risks associated with performance modifications made with SLG's Products. SLG shall not be liable for any Product installations, modifications or alterations of SLG Products. SLG holds no responsibility either implied or otherwise for customer's use of such Products or any mechanical, electrical or other failure when using the products. Customer acknowledges that some Products are not intended for use on public roadways in many states. Customer will comply with all laws, rules, regulations and orders, and all applicable restrictions imposed by all governmental authorities, applicable to the installation, alteration and use of any Products sold by SLG and SLG shall not be liable for customer's noncompliance with any of the foregoing.
- c. SLG PRODUCTS ARE SOLD "AS IS" AND WITH ALL FAULTS. TO THE EXTENT PERMITTED BY LAW, SLG MAKES NO (AND EXPRESSLY DISCLAIMS ALL) WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE PRODUCTS SOLD BY SLG, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE, OR TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SLG MAKES NO CLAIM, REPRESENTATION, OR WARRANTY OF ANY KIND AS TO THE UTILITY OF THE PRODUCTS FOR CUSTOMER'S INTENDED USES, INCLUDING THAT THE PRODUCTS ARE FREE OF HARMFUL SURREPTITIOUS CODE OR OTHER CONTAMINANTS, MALWARE, OR ANY CODE THAT WOULD HAVE THE EFFECT OF DISABLING OR OTHERWISE SHUTTING DOWN ALL OR ANY PORTION OF CUSTOMER'S HARDWARE, SOFTWARE, AND/OR OTHER SYSTEMS. SLG WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGE, INJURY, LOSS OF LIFE, LOSS OF PROPERTY OR EQUIPMENT, LOSS OF DATA, LOSS OF PROFITS OR

REVENUE, OR CLAIMS FROM ANY INDIVIDUAL OR ENTITY ARISING FROM THE USE OF ANY SLG PRODUCT, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL SLG'S AGGREGATE LIABILITY EXCEED THE TOTAL OF THE AMOUNTS PAID TO SLG BY CUSTOMER.

- d. RACING IS A DANGEROUS ACTIVITY AND PURCHASERS OF SLG PRODUCTS ACKNOWLEDGE THE RISKS ASSOCIATED. SLG MAKES NO REPRESENTATIONS THAT ITS PRODUCTS CAN REDUCE OR ELIMINATE ANY SUCH RISK. SLG Products are NOT FOR STREET, HIGHWAY, OR AIRCRAFT USE and are intended ONLY for race vehicles operated on closed-course facilities or race tracks with appropriate supervision of qualified technicians or mechanics to ensure that the safety needs of the race driver and others are met. SLG Products could be combined with other products or parts which may not be suitable and could adversely affect performance of other race parts or the vehicle. The user shall determine the ultimate suitability and safety of the Product for its intended use, and the user assumes all responsibility and risk in connection therewith.

4. Manufacturer Warranty Pass-Through. Dealer acknowledges that Distributor is an independent distributor and not the manufacturer of all Products. The sole warranties applicable to such Products, if any, are those expressly provided by the Manufacturer. Distributor agrees to pass through to Dealer or the ultimate end-user, to the extent legally permissible and assignable, any written limited warranties provided by the Manufacturer.

1. Indemnity. Dealer shall defend, indemnify, and hold harmless Distributor, its affiliates, officers, directors, employees, and agents from and against any claims, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, arising from or out of: (a) Dealer's breach of this Agreement; (b) Dealer's acts, omissions, negligence, or misconduct; (c) Dealer's advertising, marketing, sale, installation, or servicing of Products; (d) any unauthorized warranties or representations, misrepresentations, or improper installations made by Dealer or its employees.

2. Limitation of Liability. Dealer acknowledges and agrees that neither Distributor nor any of its affiliates, nor any of their respective members, successors, assigns, employees, officers, or agents (collectively, "**Released Parties**") shall have any liability under this Agreement or in connection with the Products, or any parts or equipment purchased by Dealer from Distributor hereunder (in each case, including without limitation, for personal or bodily injury, including death, and for damage to or loss of property) except for liability arising from Distributor's intentional acts or gross negligence, and Dealer hereby releases the Released Parties from any such liability, and further AGREES THAT IN NO EVENT SHALL THE RELEASED PARTIES HAVE ANY LIABILITY UNDER THIS AGREEMENT FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES BASED ON ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ALL EVENTS, DISTRIBUTOR'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRODUCTS SOLD HEREUNDER SHALL BE STRICTLY LIMITED TO AND SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID BY DEALER TO DISTRIBUTOR FOR THE SPECIFIC PRODUCT(S) GIVING RISE TO THE CLAIM.

3. Miscellaneous.

- a. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Michigan, without regard to conflicts of law principles and Dealer expressly consents to the exclusive jurisdiction of the state and federal courts located in Michigan.
- b. **Online Terms.** Distributor's then-current website terms and conditions, use and ordering terms, return policies, warranty procedures, shipping policies, pricing policies, privacy policies, and other policies posted on Distributor's website (collectively, the "**Online Terms**") are hereby incorporated into and made part of this Agreement by this reference. Dealer acknowledges and agrees that all purchases of Products, whether placed through Distributor's website, electronic ordering platform, email, telephone, or otherwise, shall be subject to the Online Terms then in effect. In the event of a conflict between this Agreement and the Online Terms, the terms of this Agreement shall control unless the Online Terms expressly state that a particular provision supersedes this Agreement. Distributor may modify the Online Terms from time to time in its sole discretion. Continued ordering of Products following publication of revised Online Terms shall constitute Dealer's acceptance of such revisions.
- c. **Severability.** If any of the provisions of this Agreement are found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement but the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Dealer and Distributor shall be construed and enforced accordingly.
- d. **Survival; Headings.** The obligations of any party under this Agreement which by their nature would continue beyond termination or expiration of this Agreement shall survive such termination or expiration of this Agreement. The headings used in this Agreement are used strictly for the convenience of the parties and are not to be used for purposes of interpretation of any provision of this Agreement.
- e. **Notice.** Any notice, demand, request, consent, approval, or other communication required or permitted under this Agreement (each, a "**Notice**") shall be in writing and shall be deemed given: (a) upon personal delivery; (b) one (1) business day after deposit with a nationally recognized overnight courier to the address set forth in the preamble hereto; or (c) upon transmission by electronic mail to the respective email addresses listed in the preamble hereto, provided no notice of non-delivery or return error is received by the sender. Either party may change its notice address or email address by providing Notice in accordance with this Section. For the avoidance of doubt, electronic mail shall constitute a valid and effective method of providing Notice under this Agreement, and no additional copy by mail or courier shall be required.
- f. **Binding Effect** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted assigns.
- g. **Assignment.** Dealer shall not assign or otherwise transfer its rights or obligations under this Agreement except with the prior written consent of Distributor. Distributor

shall have the right to assign this Agreement without Dealer's consent, and in such event, Distributor shall have no further obligation or liability under this Agreement. Nothing in this Agreement shall be construed to confer upon anyone other than the parties hereto and their permitted assigns any rights or remedies under this Agreement.

- h. *Conflict of Interest*. Dealer shall not, without Distributor's prior written consent, directly or indirectly: (a) purchase any Products from any source other than Distributor; (b) participate in the importation, distribution, marketing, or sale of counterfeit, unauthorized, gray-market, or Products; or (c) engage in any business activity that creates a material conflict with Dealer's obligations under this Agreement. Dealer shall promptly disclose any actual or potential conflict of interest to Distributor. Distributor may require Dealer to eliminate or mitigate any such conflict, and failure to do so shall constitute grounds for Distributor's immediate termination.
- i. *Licenses*. No licenses, express or implied, are granted by Distributor to Dealer under this Agreement except as specifically set forth herein.
- j. *Books and Records*. Dealer shall maintain complete and accurate records, books, logs, and accounts (the "***Records***") regarding the Products purchased from Distributor and sold by Dealer. Distributor may inspect the Records during Dealer's regular business hours following reasonable notice to Dealer (one (1) business day advance notice being deemed reasonable).
- k. *Entire Agreement*. This Agreement (inclusive of all exhibits) constitutes the entire agreement of the parties and supersedes all prior negotiations, correspondence, and agreements (oral or written) with respect to the subject matter of this Agreement.
- l. *Amendment*. No amendment to this Agreement or to any order for Products will be effective unless it is in writing and signed by both parties. No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision.
- m. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument, and signatures delivered by facsimile or by e-mail delivery of a ".pdf" format data file shall have the same force and effect as original signatures.
- n. *Independent Contractor Relationship*. The relationship created between Dealer and Distributor under this Agreement is an independent contractor relationship; in no event shall it be construed to be any other type of relationship. Neither Dealer nor the Distributor shall have any right to enter into any contracts or commitments on behalf of the other or to bind the other in any respect whatsoever.
- o. *Confidentiality*. Distributor may provide Dealer with certain confidential or proprietary information ("***Confidential Information***"). Confidential Information includes information, whether or not such information was marked as confidential and whether written, electronic or oral, including without limitation, any and all financial

discounts or incentives provided to Dealer, technical or business information, the software including its source codes and documentation, specifications and design information for the Products, servicing information, customer lists, pricing information, marketing information, information related to actual or anticipated products, inventions, policies, procedures and manuals regarding Distributor's authorized dealers or marketing channels, research, methods of manufacturing, trade secrets, supplies, finances, data, flow charts, logic diagrams, processes, formulas, plans, graphic, plans and other materials, methods, inventions, devices, documentation, know-how, designs, techniques, drawings and sketches and development and other proprietary matter relating to the Products, Distributor's business or affairs and Distributor's products. Confidential Information shall not include information that was already in the public domain at the time of disclosure by means other than a breach of confidentiality obligations. Except for necessary disclosures to Dealer's accountants, lawyers, and lenders, Dealer agrees that it will hold the Confidential Information in strict confidence and will not disclose the Confidential Information without Distributor's prior written consent, except (i) to those individuals who have a need to know the Confidential Information for the purpose of performing Dealer's obligations in accordance with this Agreement, and then only if such individuals are informed of the confidential nature of the Confidential Information and have agreed to protect it in accordance with this Section or (ii) pursuant to the lawful request or requirement of a governmental entity with proper jurisdiction; *provided, however*, that Dealer shall promptly notify Distributor of the request or requirement so that Distributor may seek a protective order or take other appropriate action, and Dealer shall cooperate with Distributor in its efforts to obtain such a protective order or take such other actions, and provided further that if a protective order or other remedy is not obtained, Dealer will disclose only that portion of the Confidential Information that is legally required to be disclosed and will make reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information. During the term of this Agreement and thereafter, neither Dealer, nor Dealer's employees, independent contractors nor other agents shall (a) reverse engineer, decompile or otherwise disassemble the Products from the products themselves or from any other information made available to them, or (b) otherwise use any of the Confidential Information or Distributor provided training to support, maintain or otherwise service a third party's products or services. Dealer expressly acknowledges and agrees that all Confidential Information as well as documents and materials that contain or embody any Confidential Information, are and shall remain the sole property of Distributor or the Manufacturer, as applicable.

- p. *Force Majeure*. Neither party shall be held liable or responsible to the other party in the event that its performance of this Agreement is prevented, or rendered so difficult or expensive as to be commercially impracticable, by any reason, including but not limited to an Act of God, including fires, floods, earthquakes, embargoes, shortages, epidemics, quarantines, strikes, labor dispute, lockouts or other labor disturbances (whether involving the workforce of the non-performing party or of any other person), unavailability of transportation, goods or services, governmental restrictions, omissions, delays or actions by any governmental authority not caused by the non-performing party, war (declared or undeclared), terrorist acts, insurrections, riots, civil commotion, or other hostilities, or by any other event, condition or cause which is not foreseeable and is beyond the reasonable control of the party. The non-performing party shall notify the other party of such force majeure promptly after

such occurrence by giving written notice to the other party stating the nature of the event, its anticipated duration, and any action being taken to avoid or minimize its effect. In the event of non-performance or delay in performance attributable to any such causes, the period allowed for performance of the applicable obligation under this Agreement will be extended for a period equal to the period of the delay. However, the party so delayed shall use its best efforts, without obligation to expend substantial amounts not otherwise required under this Agreement, to remove or overcome the cause of delay. In the event that the performance of a party is delayed for more than sixty (60) days, the other party shall have the right, which shall be exercisable for so long as the cause of such delay shall continue to exist, to terminate this Agreement, upon sixty (60) days written notice to the non-performing party without liability for such termination.

- q. Authority. Each of the parties hereby represents and warrants to the other party that it has the right, power and legal authority to enter into and fully perform its obligations under this Agreement, and this Agreement, when executed and delivered by the parties, will be a legal, valid and binding obligation enforceable against the parties in accordance with its terms.