



Boogey Lights® Dealer Program and Agreement

We're pleased to welcome new dealers to our growing network of Boogey Lights® dealers. Once you submitted your dealer application and it has been approved, you will receive a dealer login for our online ordering system along with dealer discount levels. Please read the following information as it details your relationship with Boogey Lights® and the administration of our dealer program. You will need to sign the agreement (page 8) and return it to us along with the completed RESALE CERTIFICATE (page 9) contained in this document.

Minimum Orders / Annual Commitment

- Minimum first order for all new dealers is \$300 retail with a 25% discount (\$225 dealer cost).
- All subsequent orders carry a minimum requirement of \$250 to qualify for free ground shipping in the continental US.
- Any approved dealer whose account has been inactive for 180 days from their last purchase date will lose their authorized dealer status without notice and will have to re-apply.

Ordering Instructions

- All dealers shall use the Boogey Lights® online system to place their orders.
- Once your dealer application has been approved you will be provided with a login that will automatically apply your dealer discount.
- With the online ordering system you can pay via credit card or use a purchase order with approved credit. We will also accept bank wires.
- Online orders for stock items are placed by noon eastern time M-F are typically shipped the same day.

Warranty Registration

- Dealers who sell and/or install Boogey Lights® products are required to provide the end-user with a copy of the Boogey Lights® warranty and direct them to the Boogey Lights® website to register their purchase (or, do the registration on behalf of the customer).
- To validate the Boogey Lights® warranty, customers are required to provide a copy of the original bill of sale for any Boogey Lights® products sold by a dealer. The warranty is null and void without this bill of sale. The bill of sale can be faxed or uploaded using the online warranty registration link found on www.BoogeyLights.com.

Minimum Advertised Price (MAP) Policy

- The current listing of Boogey Lights® products and applicable MAP prices are available on the Boogey Lights® website. The products and MAP may be changed from time to time at Boogey Lights® sole discretion. Dealers are responsible for remaining current with our MAP policy and pricing. This MAP policy applies to all advertisements of Boogey Lights® products in all media including flyers, posters, coupons, inserts, newspapers, magazines, mailers, catalogs, internet websites or similar electronic media, television, radio or public signage.
- While Dealers remain free to establish their own resale prices, Boogey Lights® will impose sanctions against any dealer who advertises Boogey Lights® products at prices below those specified. Failure to adhere to this MAP policy may result in the termination of the authorized dealer status.
- This MAP policy 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 dealer's retail location or over the telephone. Boogey Lights® dealers remain free to sell Boogey Lights® products at any prices they choose.

Online Marketplaces

- Unless otherwise agreed to in writing in advance, Dealers may not offer Boogey Lights® products for sale online at Amazon, EBay, Jet or any other discount or online marketplaces. These marketplaces are reserved solely for BOOGEY INC direct sales and are done so only at full retail price. Dealers found to be offering Boogey Lights® products for sale on any such discount, auction or online marketplaces will be terminated from the Boogey Lights® dealer program.

Returns

- Unless otherwise agreed in writing, all Dealer sales are final except for defects in manufacturing. Do not return merchandise without prior approval. Returned merchandise must be accompanied by Return Authorization or shipment will be refused. Authorized returns subject to a 15% restocking charge.

Dealer Program Terms & Agreement

The undersigned (“Dealer”) represents it is a retail dealer offering for sale to end-users Boogey Lights® line of LED lighting products marketed by BOOGEY INC. (“Boogey”). In recognition of Dealer’s responsibilities to its customers and its commitment to maintaining the superior quality image of the Boogey Lights® product line, Dealer makes the following covenants, representations, warranties and agreements set forth below:

1. Non-Exclusive Appointment. Dealer is hereby appointed as a non-exclusive reseller of Boogey Lights® Products solely in accordance with the terms and conditions of this Agreement. Boogey may, in its sole discretion, sell Boogey Lights® Products to any other person, including resellers, distributors, retailers, customers, and end-user customers. Dealer agrees to conform to all quality standards established by Boogey.
2. Products Acquired for Resale. Dealer will acquire Boogey Lights® Products solely for resale to end-user customers from Dealer’s location(s). Dealer is not acquiring Boogey Lights® Products for sale to any other entity or to any person who Dealer knows or has reason to believe intends to resell such Boogey Lights® Products.
3. Product Information. Dealer agrees it will furnish to each customer of Boogey Lights® Products all product and safety information provided with the products; and will not make any claim about the features or safety of the Boogey Lights® Products not expressly set forth in the information furnished with such products.
4. Sales & Installation Personnel. Dealer agrees to hire, contract or otherwise use capable sales and installation personnel who are both knowledgeable about Boogey Lights® Products and able to assist customers with selecting the proper accessories for their intended application. The Dealer agrees it will advise its personnel to be informed of Boogey Lights® Product installation and fitment according to installation instructions and fitment information as described on Boogey Lights® website or supplied installation instructions to ensure all personnel are trained and qualified to install and/or provide product and/or installation advice about Boogey Lights® Products.
5. Authority to Perform. Dealer shall, at its own expense, obtain and maintain required certifications, credentials, licenses and permits necessary to conduct business in accordance with this Agreement.
6. Title and Risk of Loss. Title and risk of loss with respect to the Boogey Lights® Products passes to Dealer upon shipment from Boogey to Dealer.
7. Labeling. Dealer acknowledges that the labeling on Boogey Lights® Products is important to Boogey both as a matter of law and to preserve its proprietary rights in its designs and products. Accordingly, Dealer will not alter or remove any labeling or

stickers, and will not replace the Boogey Lights® name and/or logos.

8. Boogey Lights® Trademarks. Subject to the terms and conditions of this Agreement, Boogey grants to Dealer a non-exclusive, non-transferable and non-sublicensable license to use Boogey trademarks. Dealer understands the value of Boogey's trademarks and agrees that it will use such trademarks solely in and for the responsible advertising and sale of Boogey Lights® Products. Dealer's advertising will appropriately depict all Boogey trademarks, images and product descriptions in the formats that are provided by Boogey Lights. Dealer further understands and acknowledges receiving a copy of the Minimum Advertised Price and Online Marketplace policies and agrees to abide by said terms. On termination of this Agreement or upon Boogey's request, Dealer shall promptly discontinue the use of any Boogey trademark and Dealer's rights under this Section shall cease immediately. Other than the express licenses granted by this Section, Boogey grants no right or license to Dealer to the intellectual property rights of Boogey.
9. Confidential Information. All non-public, confidential or proprietary information of Boogey, including but not limited to specifications, designs, customer lists or pricing, disclosed to Dealer in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Boogey Lights® in writing. Upon Boogey's request, Dealer shall promptly return all documents and other materials received from Boogey. Boogey shall be entitled to injunctive relief for any violation of this Section.
10. Advertising Standards. Dealer's advertising must be consistent with the high quality of Boogey Lights® Products and must provide complete and accurate descriptions of Boogey Lights® Products. Dealer's advertising must use photographs or artwork of Boogey Lights® Products that are either supplied by Boogey or obtained from Boogey Lights® website. All other photographs or artwork must be approved by Boogey in writing prior to use. Dealer's advertising may not contain any false, misleading, or inappropriate statements, photographs, artwork, descriptions or other information about Boogey Lights® Products. Dealer's advertising must clearly and conspicuously identify the name, address and contact information for Dealer. Dealer shall market, advertise, promote and sell the Boogey Lights® Products in a manner that reflects favorably at all times on the Boogey Lights® Products and the good name, goodwill and reputation of Boogey and consistent with good business practice, using its best efforts to maximize the sales volume of the Boogey Lights® Products.
11. Relationship. The Dealer operates as an independent contractor and is not in partnership with Boogey Lights®. No right has been given to the Dealer to enter into any agreement or commitment in the name or behalf of Boogey Lights® or to bind Boogey Lights® in any respect whatsoever. Neither shall anything contained herein or done in pursuance hereof, constitute the parties as legal representatives of the other for any purpose whatsoever. There exists no employer-employee relationship between Boogey

Lights® and the Dealer. Hence the Dealer, its agents and employees shall under no circumstances be considered as employees, agents, and representatives, of Boogey Lights®.

12. Termination. This Agreement is non-assignable, non-transferable and can be terminated by either party with thirty (30) days from date of receipt of written notice to the other party. Boogey may immediately and unilaterally terminate this Agreement and resulting business relationship if the Dealer violates any of the terms and conditions of this Agreement, changes the ownership or management of its business, engages in any unfair or unethical trade practices, or commits any fraudulent act. Upon termination of this Agreement, the Dealer ceases immediately to represent, display, advertise, or promote any association with Boogey or its products.
13. Term & Renewal. This Agreement and the terms herein shall be valid for the current calendar year in which the Agreement is signed. From that point forward this Agreement shall be automatically renewed for a period of one (1) year at the end of the term by mutual consent of both parties on an annual basis under the same terms and conditions set forth in this Agreement unless otherwise amended and agreed upon by either party in writing, providing ten (10) days' notice. The only exception to automatic renewal is if Dealer failed to meet the minimum purchase requirements set forth in this agreement. In such instances this agreement may not be renewed without notice to the Dealer at the sole discretion of Boogey.
14. DISCLAIMER. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER BOOGEY NOR ANY PERSON ON BOOGEY'S BEHALF HAS MADE OR MAKES FOR DEALER'S BENEFIT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING ANY WARRANTIES OF: (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE; (iii) TITLE; OR (iv) NON-INFRINGEMENT; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. DEALER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY BOOGEY, OR ANY OTHER PERSON ON BOOGEY'S BEHALF.
15. Indemnification. Subject to the terms and conditions of this Agreement, Dealer shall indemnify, hold harmless, and defend Boogey and its officers, directors, shareholders, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, relating to any claim of a third party or Boogey arising out of or occurring in connection with Dealer's acts or omissions relating to this Agreement, any failure by Dealer to comply with any applicable laws, or allegations that Dealer breached its agreement with a third party as a result of or in connection with this Agreement.

16. LIMITATION OF LIABILITY. IN NO EVENT: (a) IS BOOGEY OR ANY BOOGEY REPRESENTATIVE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF WHETHER THE DAMAGES WERE FORESEEABLE; WHETHER OR NOT BOOGEY WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES; AND THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) ON WHICH THE CLAIM IS BASED; OR (b) SHALL BOOGEY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF THE APPLICABLE ORDER OF BOOGEY LIGHTS® PRODUCTS PURSUANT TO WHICH SUCH CLAIM IS BASED.
17. Amendment. Terms, pricing, product offerings and services may be amended without prior notice to the Dealer at the discretion of Boogey due to production costs, market conditions, or other industry related influences. Any other amendment, alteration or modification of this Agreement shall be made known to the Dealer within ten (10) business days and will remain valid and binding unless and until the Dealer rejects or terminates the amended Agreement in writing.
18. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.
19. Assignment. Dealer shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Boogey. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Dealer of any of its obligations hereunder.
20. No Third-Party Beneficiaries. This Agreement benefits solely the parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person (including any end-user) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
21. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Kentucky or any other jurisdiction). Jurisdiction and venue for any suit, action or proceeding arising out of or based upon this Agreement or the

transactions contemplated by this Agreement shall be in Boone County, and each party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action or proceeding.

22. Counterparts and Email Signatures. This Agreement and any and all other documents or instruments referred to herein may be executed with counterparts signatures all of which taken together shall constitute an original without the necessity of all parties signing each documents. This Agreement may also be executed by signatures to email transmittal documents in lieu of original or machine generated or copied documents.
23. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party under this Agreement), when and to the extent the failure or delay is caused by or results from acts beyond the impacted party's control (which events may include natural disasters, embargoes, explosions, riots, wars or acts of invasion or terrorism, requirements of law, national or regional emergency, strikes, labor stoppages or slowdowns) (each, a "Force Majeure Event"). A party shall give the other party prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. An affected party shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

BOOGEY LIGHTS® DEALER AGREEMENT SIGNATURE PAGE

ON BEHALF OF DEALER

I hereby agree to the Boogey Lights® dealer program terms and conditions as detailed herein.

Dealership Company Name: _____

Officer/Authorized Agent Name: _____

Officer/Authorize Agent Signature: _____

Title: _____

Date Signed: _____

ON BEHALF OF BOOGEY INC. DBA BOOGEY LIGHTS®

Dealer application is accepted and APPROVED by Boogey Lights® this date.

By: _____

Brad Butler Jr, / President/CEO Boogey Inc.

Date: _____

RESALE CERTIFICATE VERIFICATION

I HEREBY CERTIFY that I hold a valid seller's permit Issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling:

that the tangible personal property described herein which I shall purchase from BOOGEY LIGHTS® will be resold by me in the form of tangible personal property, provided, however that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the United States Sales and Use Tax Law to report and pay for the tax, measured by the price of such property.

Date _____ Signature _____

Printed Name: _____

Title _____ Phone: _____

Address: _____

City, State, Zip: _____