

WHOLESALE PURCHASE AGREEMENT

All those wanting to acquire a Wholesale account must be pre-approved by our accounting department. You must fill out and sign the wholesale agreement and must meet the minimum per order requirements.

This Wholesale Purchase Agreement (this "Contract") is made effective as of _____, between PowerNet, Inc. (PNI) located at 13959 Central Ave, Chino, CA 91710 ("Seller")

and _____ ("Buyer"), located at _____ ("Address").

The terms below will govern the sale of PNI merchandise by above listed retailer, dealer and/or affiliate ("buyer") relating to all PNI products ("Merchandise"). Sales are expected to commence on the above start date.

Items Purchased: PNI agrees to sell and Buyer agrees to buy the Merchandise in accordance with the terms and conditions of this Contract.

Minimum Order Quantity: The minimum dollar amount on a first order of an individual line is \$1,500 before shipping, insurance, and tax where applicable, unless otherwise agreed and approved by PNI.

Purchase Price: Wholesale prices are listed on the PNI website and will be provided to the Buyer by an assigned account manager. Purchase prices are subject to change without notice.

Required MAP: All PNI products (including but not limited to what is outlined below) have a required MAP price. Buyers may mark the product higher than the Seller's required MAP, but never lower. All MAP pricing is listed on our B2B website at ***wholesale.powernetinc.net*** and are subject to change without notice. If, a buyer is selling any PNI Merchandise below the required MAP, the Seller has the right to terminate the relationship or increase the Buyer's wholesale price if the Buyer wants to continue ordering the Merchandise.

Method of Ordering: Orders may be placed by phone, email or online. Customer must submit written or digital purchase orders for the Merchandise no later than seven (7) business days prior to the requested delivery date, setting forth quantity, item number (SKU) and type. All orders are processed subject to availability.

Payment of Taxes: Buyer agrees to pay all taxes of every description, federal, state and municipal that arise because of this sale, excluding income taxes.

Payment: All Payments are due before shipment or pick up unless otherwise agreed upon. Payment shall be made to PNI. PNI currently accepts VISA, MasterCard, American Express, Discover Card, PayPal or bank wire transfer. PNI will provide bank wire transfer instructions if needed. PNI ships the product after the wire transfer payment has been cleared from the beneficiary bank.

Delivery: PNI will arrange payment for shipping with the carrier, but such costs are the responsibility of the Buyer. The Buyer will be responsible for all Merchandise shipping and handling expenses. Delivery times are estimates only and PNI shall not be liable for delays. PNI shall not be responsible for damages or delays resulting from Acts of God, and from other actions, both governmental and otherwise, including but not limited to war, riot, seizure, and embargo.

Inspections: The Buyer must notify PNI of any claimed shipping error or damage within five (5) days of receiving Merchandise. Buyer's failure to give such notice within the allocated time shall waive the Buyer's claim for incorrect or damaged shipments.

Termination: This Wholesale Purchase Agreement is perpetual but may be terminated by either party, with or without cause, without prior written notice. Upon termination, Seller agrees to continue selling the inventory

in accordance with terms and conditions of the contract (unless otherwise memorialized in a separate written agreement).

Warranties: Seller warrants that the Merchandise shall be free of substantive defects in material and workmanship. Please read the following disclaimer regarding returned, refused, re-directed or seized/destroyed orders: Address or other customer errors: If a package is returned to PNI or re-directed to another address due to address error (or any other error) made by the Buyer, the Buyer will be responsible for any shipping fees incurred. This also applies to customer refusal of a package. A refund will be issued for merchandise only, upon receipt of the returned package.

Buyer-Seller Relationship: The relationship created by this agreement is solely a buyer-seller relationship. This agreement does not make either party the employee, agent, or legal representative of the other for any purpose whatsoever.

Confidentiality: It is understood and agreed to that the Seller may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that the Buyer shall limit disclosure of any materials marked 'Confidential Information' within its own organization to its directors, officers, partners, members, employees and/or independent contractors (collectively referred to as "affiliates") having a need to know. The Buyer and affiliates will not disclose the confidential information obtained from the Seller unless required to do so by law. The Confidential Information to be disclosed can be described as and includes: Invention description(s), technical and business information relating to proprietary ideas, patentable ideas and prototypes, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services, samples, photographs, business documents, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as 'Confidential Information' before, after, or during the time of its disclosure.

Marketing: Seller agrees to represent itself as an "Authorized Distributor" of PowerNet Inc. All marketing material and/or advertisements (including websites, domain names, print, etc.) must clearly state that Seller is an "Authorized Distributor" of PowerNet Inc. and is subject to changes and approval by PowerNet Inc.

Distribution: No Buyer has the right to distribute any merchandise provided by PNI to any online platforms or ecommerce retailers without Seller's approval. If the Buyer is found doing so, the Buyer will no longer be allowed to purchase product from PNI and may be liable for damages.

E-commerce/Online Marketplace Policy: Buyer and/or affiliates of buyer agrees not to market, list, post, promote, and sell PowerNet Products on Amazon.com and eBay.com both directly or indirectly. Buyer is permitted to market, promote, and sell PowerNet products on buyer's own proprietary website. All marketing, sales, promotions conducted via other online marketplaces must be pre-approved in writing between Manufacturer and Distributor.

Entire Agreement: This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other prior agreement whether oral or written. This Agreement supersedes any prior oral or written agreements between the parties.

Governing Law/Dispute Resolution: Governing State Law California shall govern this agreement, specifically in accordance with the laws of San Bernardino County, California and will hold legal venue applicable therein. Any dispute arising from this agreement shall first be addressed by the parties through informal dispute resolution procedures conducted in good faith. If the parties do not resolve the dispute within thirty days of the date of the first dispute resolution meeting, the parties agree to mediate the dispute in a mutually agreed-upon place with a mutually agreed-upon mediator, the costs of which shall be borne equally by the parties. In the event the dispute is not resolved through mediation; If the dispute is still not settled, buyer/seller both agree to settling the dispute through binding arbitration before a single arbitrator in the governing county/state venue stated above.

Authorized Signature: _____

Date: _____

Print Name: _____

Title: _____