

Authorized Bosch Module Agreement

This Authorized Bosch Module Agreement (“Agreement”) is made between **Robert Bosch LLC** (“Bosch”) and “Company” (“Module”) which hereby agree to do business with one another on the following terms:

1. **Appointment.**

- A. Module accepts appointment as a Bosch Authorized Car Module (BM) to provide general on-vehicle service and maintenance for the following systems (the “Systems”) pursuant to this Agreement:

Engine Management Systems

- B. Module is authorized to provide maintenance services on Systems from the following location only (the “Location”): Address registered on their signed Module agreement.
- C. To qualify as a Bosch Authorized Module, Module represents and warrants that it provides, and will continue to provide a clean and professional environment; and it has and will continue to have the expertise necessary to provide on-vehicle service, maintenance, and repair services on import and/or domestic vehicles.

2. **Module’s Obligations.** Module agrees at its expense to:

- A. Use its best efforts in promoting the sale of the branded products that Bosch periodically specifies (“Bosch Products”) and use Bosch Products, when available, in performing service on any System.
- B. Provide proper service and diagnosis for the Systems in accordance with the specifications provided by Bosch from time-to-time (“Standards”). Module may also offer other automotive services (other than servicing the Systems) and automotive service-related products (other than Bosch Products) from the Location, but Module may not use the Bosch trademarks, trade names and other marks (“Marks”) to promote those other services and products.
- C. Participate in the eXtra loyalty program (“Program”) enabling the Module to earn reward dollars based on the value of reported purchases from participating suppliers in the program. Bosch may periodically add to, remove, and otherwise modify the program, including by changing Program eligibility and other terms and conditions at any time, and at Bosch’s sole discretion.
- D. Provide and maintain at all times a staff of qualified personnel and properly trained and certified technicians for on-vehicle service, maintenance, and repair of the Systems, and otherwise meeting the Standards for services provided at the Location. For automotive systems, it is recommended that the Module shall complete at least 20 hours of Bosch training or its industry equivalent per lead technician each calendar year during the term of this Agreement. See www.BoschAutoParts.com/Module-Program for currently available training.
- E. Operate the Location in compliance, and ensure all its employees and agents comply, with all applicable laws, rules, regulations, statutes, ordinances, and orders.
- F. Not use the Marks or any other trade name or trademark of Bosch or its affiliated companies, except as authorized by Bosch according to this Agreement in connection with the promotion, sale or service of Bosch Products and Systems, and not alter, remove, or obliterate any statements of origin, labels, names or other markings on any Bosch Product or its packaging. Bosch or its affiliate owns all rights to the Marks and Module’s use of the Marks shall inure to Bosch’s exclusive benefit.
- G. Not represent itself as an agent or a legal representative of Bosch and not obligate or bind Bosch in any way.
- H. Obtain and maintain general liability insurance insuring Module against all liabilities arising from or related to the sale, service and diagnosis of the Bosch Products and Systems (and all parts and components thereof) or any other activity by Module and its agents, representatives, and employees. Module further agrees to provide Bosch with a certificate listing Bosch as an additional insured with respect to such insurance upon execution of this Agreement.

3. **Bosch Product Purchases.** Module agrees to purchase its inventory of authorized Bosch Products only from authorized distributors and otherwise according to the Standards. In order to establish the baseline expectations for the relationship, the parties have established a “Minimum Purchase Threshold” of Bosch Product inventory purchases of USD \$5,000 per agreement year. Bosch and Module agree that the Minimum Purchase Threshold reflects a reasonable level of Bosch Product inventory. Failure to satisfy the Minimum Purchase Threshold may result in immediate termination of this Agreement, in Bosch’s sole discretion, but under no circumstances will Module be charged any fees as a result of the failure. Except for paying a bona fide wholesale price for Bosch Products that Module acquires from authorized distributors, and except as otherwise expressly set forth in this Agreement, during the term of this Agreement, Module shall not pay Bosch or its affiliates any fees or other amounts in connection with the business that Module conducts under this Agreement.

4. **Third Party Products and Services.** Bosch may, from time to time, provide Module with information on third party products and services for use by or sold from the Location. Module acknowledges and agrees that such third-party products and services are not provided by Bosch or its affiliates, and any agreements pertaining to such third-party products and services are between Module and the respective third party only. Further, Bosch may provide marketing, promotion, advertising, sales, product related information, and other information to Module from time to time “Marketing Materials.” Module agrees to receive Marketing Materials from Bosch from time to time. Bosch may also share Module information such as company name and address with third parties so that third parties may provide Marketing Materials directly to Module from time to time (“Third Party Marketing Materials”). Module consents to Bosch providing Module company name and physical address with third parties, and Module agrees to receive Third Party Marketing Materials from time to time. Module agrees that if it no longer wants to receive Marketing Materials or Third Party Marketing Materials, then it may send Bosch a written notification if the Marketing Material is coming from coming from Bosch or the third-party if coming from the third-party to opt out of receiving such materials.

5. **Bosch Signage.**
 - A. Bosch will lend to Module signage bearing the Bosch trademark (“Sign”) for the promotion of its business. Module will use the Sign solely for the purpose of promoting the Bosch Products it is authorized to sell, repair and/or replace and without modification. Module shall not engage in any franchised business from the Location. While in Module’s possession or control, Module agrees to bear the risk of loss of the Sign.
 - B. The Sign will remain the sole property of Bosch and Module will have no ownership, property, or other interest of any sort in the Sign or any of the Marks, and at no time will Module, during the Term or thereafter, claim any rights therein or register any word, device, or symbol confusingly similar to the Marks.
 - C. Module shall, at its own expense, have the Sign properly installed. For the install of the Sign, Module shall be solely responsible for obtaining the required permits and compliance with all local ordinances and codes. The Sign must not be removed without Bosch’s prior written approval and it must be accessible for Bosch’s inspection at any time during normal business hours. Module shall maintain the appearance of the Sign in accordance with its original condition and undertake any repair or replacements necessary to retain the appearance at its own expense. Module agrees to indemnify Bosch and be liable for any damages or injury caused by the Sign while the Sign is in Module’s possession.
 - D. Upon termination or expiration of this Agreement, Module shall prepare the Sign for shipment and redeliver to Bosch’s carrier in the same condition as originally received by Module, reasonable wear and tear excepted. Bosch is hereby given and has the unconditional right of entry to inspect and remove the Sign without liability for such entry.

6. **Term.** This Agreement shall become effective on the last date of signature set forth below and, unless earlier terminated as provided below, shall continue for one (1) year after that date. This Agreement shall be automatically renewed for additional one (1)-year periods unless either party delivers written notice of non-renewal to the other before the then current term expires.

7. **Termination**
 - A. This Agreement may be terminated at any time by either party, with or without cause, upon ninety (90) days’ prior written notice to the other party.

- B. This Agreement may be terminated at any time by Bosch upon fifteen (15) days' prior written notice to Module in the event Module fails to comply with any provision in this Agreement, which failure Module fails to cure within fifteen (15) days.
 - C. Module shall be deemed to be in default under this Agreement, and all rights granted to Module pursuant to this Agreement shall terminate immediately, if:
 - i) Module breaches or fails to comply with any obligation, requirement or prohibition set forth in Section 8 below;
 - ii) Module's repair business has a change of ownership or location, or Module assigns or attempts to assign any of its rights or obligations under this Agreement or the location;
 - iii) Module becomes insolvent or files a petition under any bankruptcy, reorganization, or insolvency law, any involuntary petition under bankruptcy law is filed against Module, or any receiver or trustee is appointed to take possession of any property of Module; or
 - iv) Bosch determines, in its sole judgement that any of Module's owners or management has engaged in any dishonest, unethical, or illegal conduct that relates directly or indirectly to the operation of the business under this Agreement.
 - D. Upon expiration or termination of this Agreement, Module shall immediately (i) return to Bosch any Bosch Module Signs, any other materials bearing any of the Marks, and any other Bosch property in the possession of Module; (ii) stop all uses of the Marks on marketing and promotional materials, or otherwise at the Location; and (iii) stop referring to Module, the Location or its products or services as currently or formerly associated with the Bosch Module system
8. **Confidentiality.** Module acknowledges that, during the term of this Agreement, it may receive or obtain information that is confidential and proprietary to Bosch ("Confidential Information"). As such, Module agrees that it will prevent the disclosure of Confidential Information to others and use such Confidential Information only for the purpose of this Agreement. No license, express or implied, in the Confidential Information or any other proprietary right relating thereto is granted by Bosch, except the right to use certain Confidential Information to operate the Location according to this Agreement. Module shall have no right whatsoever to reduce any Confidential Information to use or practice or to manufacture products which embody or are derived from such information.
9. **Compliance with Applicable Laws.** Module hereby agrees to comply with all federal, state, and local or municipal rules, regulations, ordinances, statutes, and other laws applicable to its business, the sale, transfer, handling, use, disposal, export, re-export, transshipment and storage of the Products, and its obligations under this Agreement. Module shall also furnish to Bosch any information reasonably requested by Bosch to comply with the requirements of any federal, state, local or municipal governmental agency related to the sale, marketing, or use of the Products. Module shall indemnify and hold Bosch harmless from any liability or expense, including costs of litigation and attorney's fees as may be incurred in defending any civil, criminal, or administrative action brought against Bosch, its officers, employees, or agents of Bosch that may result from Module's violation of this paragraph.
10. **Indemnification and Limitation of Liability.** Module agrees to indemnify, defend, and hold harmless Bosch, its affiliates, and its and their respective owners, employees, representatives, successors, and assignees against, and to reimburse them for, all claims, demands, losses and expenses directly or indirectly arising out of or relating to the business that Module conducts under this Agreement. Bosch may (at its option) elect to control the defense of any such claims against it or the other indemnified parties at Module's expense. BOSCH, ITS AFFILIATES, AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SUBCONTRACTORS, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF BUSINESS, REVENUE, PROFIT, OR GOODWILL, DOWNTIME COSTS, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF SUBSTITUTE GOODS, FACILITIES, OR SERVICES, OR CLAIMS OF MODULE'S CUSTOMERS FOR SUCH DAMAGES, OR OTHER COMMERCIAL OR ECONOMIC DAMAGES OR COSTS, THAT MAY ARISE OUT OF, IN CONJUNCTION WITH, OR RELATE TO THE FAILURE OF ANY PRODUCTS, SYSTEMS, PROTOTYPES, SOFTWARE, OR SERVICES PROVIDED BY BOSCH, UNDER ANY LEGAL THEORY OR CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, WARRANTY, STRICT LIABILITY, OR FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, OR REGULATION. IN NO EVENT SHALL THE TOTAL LIABILITY OF BOSCH, ITS AFFILIATES, AND THEIR RESPECTIVE SHAREHOLDERS,

DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SUBCONTRACTORS, AND AGENTS TO MODULE FOR LOSSES OF ANY KIND, WHETHER UNDER ANY LEGAL THEORY OR CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, WARRANTY, INDEMNIFICATION, STRICT LIABILITY, OR FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, OR REGULATION EXCEED, EITHER CUMULATIVELY OR IN THE AGGREGATE: TEN PERCENT (10%) OF THE TOTAL AMOUNTS PAID BY MODULE TO BOSCH UNDER THIS AGREEMENT.

MODULE'S SOLE REMEDY FOR ANY BREACH OF WARRANTY SHALL BE THE REMEDIES SET FORTH IN BOSCH'S STANDARD LIMITED WARRANTY FOR THE PRODUCTS. BOSCH OFFERS NO SERVICE WARRANTY. THE PRODUCT AND SERVICE WARRANTIES CONTAINED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT OF THIRD PARTY RIGHTS, INCLUDING WITHOUT LIMITATION INTELLECTUAL PROPERTY RIGHTS. LOSS OF PROFIT OR REVENUE, LOSS OF GOODWILL, OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES ARISING OUT OF OR RELATING TO THE PRODUCTS OR SERVICES ARE EXPRESSLY EXCLUDED. THE REMEDIES SET FORTH IN THIS SECTION REPRESENT CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BOSCH BREACH OF ANY WARRANTY, WHETHER OR NOT DAMAGES RELATED TO ANY BOSCH BREACH OF ANY WARRANTY WERE FORESEEABLE OR SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

11. **Applicable Law. Arbitration.** This Agreement, and all disputes between the parties arising out of or related thereto shall be governed by the laws of the State of Michigan except for its choice of law rules; the United Nations Convention on the International Sale of Goods shall not apply. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. The parties shall first endeavor to resolve through good faith negotiations any dispute arising under or relating to this Agreement. If a dispute cannot be resolved through good faith negotiations within thirty (30) days either party may request non-binding mediation by a mediator approved by both parties. If mediation fails to resolve the dispute within thirty (30) days after the first mediation session, then, upon notice by either party to the other, any and all disputes, controversies, differences, or claims arising out of or relating to this Agreement (including the formation, existence, validity, interpretation (including of this Arbitration clause), breach, or termination thereof) shall be resolved exclusively through binding arbitration, except that either party shall have the right, at its option, to seek injunctive relief, under seal to maintain confidentiality to the extent permitted by law, (i) in either the Michigan Circuit Court for the County of Oakland or the United States Court for the Eastern District of Michigan, or (ii) pursuant to the American Arbitration Association ("AAA") Optional Rules for Emergency Measures of Protection. A request by a party to a court of competent jurisdiction for such interim measures shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate. The parties agree that any ruling by the arbitration tribunal on interim measures shall be deemed to be a final award for purposes of enforcement. The arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the AAA including application of the Optional Rules for Emergency Measures of Protection as amended from time to time, except as modified by this clause or by mutual agreement of the parties, and shall be governed by the United States Federal Arbitration Act. Within 14 days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within 10 days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA. The arbitration shall be conducted in Detroit, Michigan, and the language of the arbitration shall be English. The arbitrators' award shall be final and binding. The arbitrators shall issue a written opinion setting forth the basis for the arbitrators' decision. The written opinion may be issued separately from the award, in the arbitrators' discretion. Each party shall bear its own attorney fees and costs, and each party shall bear one half the cost of the arbitration hearing fees, and the cost of the arbitrators, unless the arbitrators find the claims or defenses to have been frivolous or harassing, in which case the arbitrators may award the party responding to such frivolous or harassing claims/defenses its costs of the arbitration and/or reasonable attorney fees, in the arbitrators' discretion. Either party may apply to have the arbitration award confirmed and a court judgment entered upon it. Venue for confirmation of or any challenge to the Arbitration Award shall be in either the Michigan Circuit Court for the County of Oakland or the United States Court for the Eastern District of Michigan and shall be done under seal to maintain confidentiality to the maximum extent permitted by law. The arbitrators shall have

no authority to award punitive damages or any other damages excluded herein, to the maximum extent permitted by law. Except as may be required by law, neither a party nor their counsel nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

12. All notices provided in connection with this Agreement shall be in writing and shall be given by Federal Express or other reputable courier service or by mail, postage prepaid, certified or registered, return receipt requested, or by email. Each notice shall be addressed to the party at the address set forth at the beginning of this Agreement and the email addresses set forth below, or at such other address as a party shall provide by notice to the other party. Notice shall be deemed effective upon receipt.

For Bosch:
Robert Bosch LLC.
c/o: Automotive Aftermarket
1 Tower Ln, Suite 3100
Oakbrook Terrace, Illinois 60181
Email: MA-NA.BoschModule@us.bosch.com

For Module: "Company"
"Location"

Each of the parties shall promptly execute and deliver such documents and assurances and take such further action as may reasonably be required in order to carry out the intent and purposes of this Agreement and to establish and protect the rights and remedies created or intended to be created hereunder.

13. **Other Terms.** This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all other written and oral agreements, representations, and negotiations between the parties. The terms of this Section shall not be deemed to have been waived by oral agreement, course of performance or by any other means other than a written agreement expressly providing for such waiver. Any policies that Bosch adopts and implements from time to time to guide Bosch in its decision-making are subject to change, are not a part of this Agreement and are not binding on Bosch. All of Bosch's and Module's rights and remedies under this Agreement are cumulative. If any provisions of this Agreement are declared to be invalid, such provisions shall be severed from this Agreement and the other provisions shall remain in full force and effect. A waiver of a breach or default under this Agreement shall not be deemed to be a waiver of any subsequent breach or default. The rights and obligations set forth herein which by their nature are intended to survive the expiration or termination of this Agreement shall so survive. Neither this Agreement nor any rights and obligations under this Agreement may be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld. Assignments due to a corporate reorganization shall not be deemed to be assignment hereunder.
14. **Class Action/Jury Trial Waiver.** Bosch and Module waive all rights to bring any action or other proceeding arising out of or relating to this Agreement or the relationship of the parties as a class action or otherwise on a group basis and agree that any such action or proceeding shall include only Bosch and Module and may not be consolidated with any action or proceeding involving any other person or entity. **BOSCH AND MODULE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER OF THEM.**