



ZF Services, LLC

# ZF PROTECH start Partner Agreement

## The ZF [pro]Tech start Partner shall...

- Work as a certified automotive repair shop
- Deal intensively with the testing, sales and installation of driveline and chassis parts from the ZF aftermarket product range
- Use products from the ZF Aftermarket product range
- Project the image of a brand and performance-oriented company
- Show interest in implementing and further developing ZF aftermarket product activities
- Not conclude any comparable agreements with direct competitors of ZF during the term of its partnership.
- Agree to receive the ZF [pro]Tech newsletter by e-mail.

## ZF shall...

- Provide the ZF [pro]Tech start Partner regularly with current technical information
- Offer the Partner a training program
- Support the Partner in its promotional activities and market image
- Offer the Partner sales support and specific know-how for a professional consultancy and proper installation.

For this purpose, an annual fee in the amount of \$150.00 is to be paid by the ZF [pro]Tech start Partner, due and payable within thirty (30) days of receipt of invoice from ZF.

## 1. ZF Aftermarket Product Brands

The ZF [pro]Tech start Partner shall only sell the ZF aftermarket products in the form in which they were provided to the ZF [pro]Tech start Partner by ZF unless expressly permitted otherwise in writing by ZF. The implementation and/or usage by the ZF [pro]Tech start Partner of the ZF aftermarket products shall be made only in a manner corresponding to the interests of ZF. The ZF [pro]Tech start Partner shall not register or operate under any brand, trade name or other symbol of ZF, or of an affiliated company of ZF or any symbol or name that is similar to these, either within or outside of its service territory.

ZF is authorized to prescribe or prohibit certain designs/formats as well as modalities of the ZF brands at any time. The Partner may use the "ZF [pro]Tech start Partner" designation. For this purpose, it must adhere to the design/form requirements of ZF. The Partner can find appropriate templates in the download area of the ZF [pro]Tech start Partner site on the internet.

## 2. Term and Termination

- a. The ZF [pro]Tech start partner shall perform its tasks within the framework of this Agreement as an independent company in its own name and for its own account. It is not authorized to represent ZF with respect to any legal relations or obligations.
- b. This Agreement and the rights herein may not be assigned in whole or in part to a third party.
- c. This Agreement shall be concluded for an indefinite period. The Parties may terminate this Agreement at any time with thirty (30) days' written notice prior to the end of a calendar quarter. However, the Parties have the right to terminate this Agreement immediately, without notice, due to breach of this Agreement.
- d. After expiration or termination of this Agreement, the Partner may not, in connection with its business operations, employ any designations (in particular that of ZF [pro]Tech start Partner), names, brands or other markings, documents and objects, the use of which were transferred to it or were granted to it in connection with this Agreement. The specified designations, names, brands and other markings must be removed immediately or made unrecognizable if the property of the ZF[pro]Tech start Partner that was furnished to them shall continue to be used. The ZF [pro]Tech start Partner shall refrain from any activity that might suggest the continuation of a contractual relation with ZF. The obligations hereunder shall be met irrespective of whether the Partner has claims or is asserting claims against ZF.

## 3. Miscellaneous

- a. No express or implied waiver by any of the parties to this Agreement of any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent or continuing breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement of the same or of a different nature. Any waiver, consent, or approval of any kind regarding any breach, violation, default, provision or condition of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing.
- b. Changes and amendments to this Agreement must be made in writing. The requirement of the written form itself can only be waived in writing.
- c. If any provision of this Agreement is held to be invalid, illegal or unenforceable under applicable law the remaining provisions shall continue to be in full force and effect. The parties undertake to replace the invalid provision or parts thereof by a new provision which will meet as closely as possible the economic effect intended by the parties at the time of execution of this Agreement.
- d. This Agreement shall be construed and enforced in accordance with and governed by the internal laws of the State of Michigan without regard to the choice or conflict of law principles or rules that may cause the application of the laws of any jurisdiction other than those of the State of Michigan. The parties irrevocably agree and consent that venue is exclusive in the Circuit Court for the County of Oakland, State of Michigan or the Eastern District for the United States District Court of Michigan, and shall be the

sole and proper forum for any litigation arising out of or in connection with this Agreement (and the documents referred to in this Agreement). The parties agree not to commence, maintain, or remove any action or proceeding arising out of or relating to this Agreement or any other documents or agreements executed in connection with the closing of the contemplated transactions in any other state or federal court sitting in the State of Michigan or any other state, and each party waives any substantive, procedural, jurisdictional, convenient forum, venue, or other rights to the contrary. Any and all service of process and any other notice in any such action, suit, or proceeding shall be effective against any party anywhere in the world if given pursuant to the applicable court rules of the appropriate court having jurisdiction hereunder. The provisions of the United Nations Convention of Contracts for the International Sale of Goods and any conflicts-of-law provisions that would require application of another forum's choice of law shall not apply to this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed effective

as of the date below.

ZF Services, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

<Partner>

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_