



## **ECHO® Internet Marketing Agreement Sales Only Dealers**

This ECHO® Internet Marketing Agreement is between the ECHO distributor and the ECHO dealer below. It sets forth the rights and duties for the ECHO dealer's participation in e-commerce transactions involving ECHO brand products through official ECHO sponsored websites (e.g. [echo-usa.com](http://echo-usa.com)). For the purposes of this Agreement, ECHO products are defined as ECHO® and ECHO Bear Cat® whole products, accessories and parts. This Agreement also sets forth limitations upon the display by the ECHO dealer of ECHO products on any other website and participation by the ECHO dealer in e-commerce transactions involving ECHO products through any other website.

### **E-commerce Through Official ECHO Sponsored Websites**

The ECHO dealer shall have the right to participate in e-commerce transactions through official ECHO sponsored websites in accordance with the applicable terms and conditions for such participation. While the official ECHO sponsored websites and the terms and conditions for participation therein may, at the sole direction of ECHO, change from time to time, the current official sponsored websites and terms and conditions for participation therein are set forth in Attachment A. The ECHO dealer is encouraged, but not required, to participate in the fulfillment option outlined in Attachment A.

### **ECHO Product Displays on Dealer Websites**

The ECHO dealer may display ECHO products on websites for the purpose of educating customers and / or encouraging customers to purchase ECHO products at a physical dealer location. These displays may include approved ECHO logos, other ECHO trademarks and copyrighted materials; provided that all logos, trademarks and copyrighted materials are used in accordance with the ECHO policy for same. These displays may also include approved product photography, technical specifications and product features and benefits, all of which may be obtained from the ECHO distributor.

### **E-commerce Via Dealer Websites and / or Other Third Party Websites**

The ECHO dealer is not authorized and may not sell ECHO products or advertise or solicit the sale of ECHO products by or through any website other than a current official ECHO sponsored website. The ECHO dealer is not authorized and may not knowingly sell ECHO products to any person with the purpose being the future re-sale of said products on any website as new or used equipment.

By execution of this Agreement, the ECHO dealer acknowledges that he / she has read through this Agreement and Attachment A hereto and understands and agrees to the terms and conditions set forth herein. This includes the selection of participation levels in e-commerce transactions through official ECHO sponsored websites as outlined on Attachment A as well as agreement to the terms and conditions of e-

commerce transactions therethrough. The ECHO dealer agrees that all rights, if any, to sell ECHO products as an authorized dealer may be terminated by the ECHO distributor upon any violation of this Agreement. The rights and terms hereof are subject to cancellation or modification at any time upon notice to the ECHO dealer.

Dealer Name (print): \_\_\_\_\_

Dealer Number: \_\_\_\_\_

Dealer Principal Name (print): \_\_\_\_\_

Dealer Principal Name (signature): \_\_\_\_\_

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

Distributor Name (print) \_\_\_\_\_

Distributor Principal Name (print): \_\_\_\_\_

Distributor Principal Name (signature): \_\_\_\_\_

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



### Attachment A: Sales Only Dealers

In 2009 ECHO Inc. will begin conducting e-commerce via its official website, echo-usa.com. The purpose of conducting these e-commerce transactions is to take advantage of the increasing number of users who purchase products on-line while still maintaining ECHO's traditional channel partners. All ECHO Sales Only dealers are encouraged but not required to participate in these e-commerce transactions in the following way:

**Customer Pick-up:** Customers who purchase ECHO products via the echo-usa.com website will be able to pick-up the product at a local dealer.<sup>1</sup> Customers will be asked to select a dealer from a list of registered dealers based on geographic proximity. It will be up to the selected dealer to do the following:

- ensure the product is in stock or obtain it from their distributor within 5 business days;
- contact the customer and arrange for product pickup;
- assemble the products prior to customer pick-up;
- confirm customer identity based upon credit card presentation at pickup, BUT DO NOT PROCESS ANY CHARGE to the credit card;
- gas the unit and demonstrate startup and usage to the customer; and
- register the product on-line for the customer using the ECHO technical website as a means of proving pickup has occurred.

Once the product has been registered, dealers will receive an Internet Incentive Credit from their distributor based on the product purchased. This Internet Incentive Credit will be based on collected proceeds but net of an Internet lead generation fee of 4% of the combined MSRP's for all products purchased by the customer from the website and applicable sales taxes.

By signing below, the dealer acknowledges having read the terms and conditions for the pick-up option and agrees to perform as required by the option selected.

I will participate in the customer pick-up option and agree to fulfillment obligations listed above

I will NOT participate in the customer pick up option

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<sup>1</sup> The echo-usa.com site will also provide for a shipment option. If an ECHO Sales Only dealer wants to participate in the shipment to customer option, it may do so only after completing the steps required to become an Authorized Servicing Dealer. Please contact your ECHO distributor if you are interested in becoming an Authorized Servicing Dealer.

Dealer Name (print): \_\_\_\_\_

Dealer Number: \_\_\_\_\_

Dealer Principal Name (print): \_\_\_\_\_

Dealer Principal Name (signature): \_\_\_\_\_

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