

# **TeslasPEMF/MDA, LLC Reseller Agreement**

This Reseller Agreement (the “**Agreement**”) is entered into this day of \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”) by and between MDA, LLC / TeslasPEMF.com, a **MDA, LLC (TeslasPEMF)**, with offices at 377 Palm Trace Ave., Las Vegas, Nevada 89148 and \_\_\_\_\_, a Reseller with offices at \_\_\_\_\_.

## **RECITALS**

WHEREAS, the TeslasPEMF owns and licenses TeslasPEMF, includes coils, customer service and training of subscribers (the “**Service**”);

WHEREAS, Reseller desires to market, sell and support the TeslasPEMF Machines and Services; and

WHEREAS, the TeslasPEMF desires to appoint Reseller as an authorized reseller of the Service pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **1. Ownership and Technology Control Rights.**

Reseller(s) acknowledges that in selling the TeslasPEMF Machine(s) and Service(s), only approved policies by TeslasPEMF regarding the machine(s) and Services will be promoted using the TeslasPEMF name. Violations of this practice will allow TeslasPEMF to terminate this agreement. As between Reseller and the TeslasPEMF, the TeslasPEMF owns all rights, titles and interests in and to the Service, the TeslasPEMF Technology and the TeslasPEMF IP Rights. Other than as expressly set forth in this agreement, no license or other rights in or to the Service, the TeslasPEMF Technology and the TeslasPEMF IP Rights are granted to Reseller, and all such licenses and rights are hereby expressly limited to the terms of this agreement.

### **2. Appointment; Licenses**

2.1 License to Resell Service. Subject to the terms of this agreement, TeslasPEMF hereby grants to reseller non-exclusive, non-transferable, revocable, limited license.

2.2 Internal Use License. Subject to the terms and conditions of this agreement, the TeslasPEMF's hereby grants to Reseller(s) a non-exclusive non-transferable revocable, limited license to use the service for its internal business purposes on behalf of its buyers, subscribers or potential Subscribers (a) market service, (b) demonstrate the Service to potential buyers and subscribers and (c) service and support Resellers Purchasers and Subscribers.

### **3. Pricing.** *(This low price activates after first reseller purchase of \$21,990.)*

Reseller Price. for each TeslasPEMF/MDA, LLC system ordered by Reseller, Reseller shall pay to the TeslasPEMF the Reseller wholesale purchase price of \$17,990. Per system. The \$17,990. cost to Reseller for the

TeslasPEMF system which is paid by reseller for each 2 coil system will include, if required, any Tax and Shipping cost paid by Reseller. If any refunds or returns are made, Reseller will be responsible to provide that payment to the cancelling buyer in respect to the full amount Reseller received. Sample buyer pricing is set forth on this Wholesale/Retail Price Lists but can be changed by Reseller. Reseller will be applicable for or will charge for shipping and taxes if they are required in the Reseller's sale. **Paid Reseller's account will have future purchases of the High Power 2 coil systems at \$17,990.** with the same tax and delivery charges as herein.

3.1 Resale Price. Reseller is free to determine its own resale prices for Sales/Subscriptions to their chosen market. By way of reference only, the TeslasPEMF literature shows the suggested retail price for Sales/Subscriptions as to TeslasPEMF/MDA, LLC pricing (Currently at \$21,990.).

3.2 Price Changes . the TeslasPEMF shall have the exclusive right, at any time upon thirty (30) days' prior written notice to Reseller, to change its prices or discounts or institute support and maintenance fees related to the service, *provided* that such price changes will not apply to orders already accepted by the TeslasPEMF.

#### **4. Taxes.**

If required, Reseller shall be responsible for the payment of the taxes or charges to buyers for fees in the Territory associated with the purchase or license of any Purchases and *Subscriptions*. Reseller may choose the option to charge buyer(s) for all such Taxes, fees and delivery charges unless Reseller is presented by the buyer to the reseller a "Resale exemption certificate" acceptable to the taxing and shipping authorities.

#### **5. Reseller Responsibilities**

5.1 Best Efforts. Reseller shall use its best efforts to (a) market, advertise and otherwise promote and sell TeslasPEMF Systems/Subscriptions, (b) perform its obligations under this Agreement in a timely and professional manner and (c) further and preserve the goodwill and reputation of the TeslasPEMF Name and Services (d) provide customer support and training services.

5.2 Limitations. Reseller shall be solely responsible for and liable for taking all reasonable steps to inform TeslasPEMF Purchasers/Subscribers of any applicable restrictions and limitations regarding the purchase and use of the TeslasPEMF System and Services.

5.3 Compliance with Laws. Reseller shall be solely responsible for complying with the applicable laws and regulations in the territory, or any nation, or political subdivision in which they sell TeslasPEMF Systems or Service. Reseller shall bear all expenses and costs related to the compliance with any such laws and/or regulations.

#### **6. TeslasPEMF Responsibilities.**

6.1 Collateral: TeslasPEMF will make available to reseller a quantity of marketing, TeslasPEMF/MDA,LLC System promotional or other sales materials as TeslasPEMF may create and deem useful to assist Reseller in the proper promotion and sale of the Service.

6.2 Training; Support. The TeslasPEMF will make available to Reseller, at no charge, (a) training via remote communications and (b) support services, each as may be reasonably requested by Reseller.

## 7. **Orders; Payments; Delivery; Warranty; Refunds**

7.1 All payments shall be made either through established website hosted by <http://TeslasPEMF.com> or on Resellers own website payment links and written documents are available. TeslasPEMF shall provide delivery services to reseller or to Reseller's chosen purchasers/subscribers.

7.2 Deliveries shall be subject to availability of TeslasPEMF's services and equipment.

7.3 TeslasPEMF shall uphold the 3 year limited warranty on the system/service. Reseller will be responsible for communicating any issues relating to a defective service that may fall under warranty. The TeslasPEMF shall provide instructions to the Reseller on dealing with these issues.

7.4 Request of refund made by Reseller's purchasers/subscribers will be relative to and paid by Reseller for the buyer's cost of \$17,990. or any other established Reseller sales price paid by buyer.

## 8. **Term and Termination.**

8.1 Term. This Agreement shall become effective as of the Effective Date and shall remain in effect for an unlimited amount of time (the "Initial Term") and shall be automatically renewed thereafter on a year-to-year basis (each a "Renewal Term", and together with the Initial Term, the "Term"), unless either party shall give the other party not less than thirty (30) days' written notice of its intention not to extend the Agreement prior to the expiration date of the then current Term. In case of orders not being delivered after the date of termination between Reseller and TeslasPEMF, TeslasPEMF shall be responsible for providing and fulfilling all orders to the Reseller.

8.2 Termination for Cause. If one party defaults in the performance of any material provision of this Agreement which shall include section 5 – (Resellers Responsibilities) and section 6 (TeslasPEMF Responsibilities) and 7.2 (Payment Terms), then the non-defaulting party may give written notice to the defaulting party that this Agreement shall be terminated unless the default is remedied within thirty (30) days. If the non-defaulting party gives such notice and the default is not remedied during the thirty (30) day period, then this Agreement shall be automatically terminated at the end of that period. Termination will not cancel or terminate the 5 year "not to compete" clause in the agreement.

8.3 Termination of Insolvency. Either party shall have the right to terminate this agreement, without notice, upon (a) the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the statement of the other party's debts, (b) the other party's making an assignment for the benefit of creditors or (c) the other party's dissolution or ceasing to do business.

## 9. **Relationship of the Parties.**

9.1 The relationship of the TeslasPEMF and Reseller established by this Agreement is that of

a limited independent contractor terms, and nothing contained in this Agreement or in the parties' performance thereof shall be construed to constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

**9.2 TeslasPEMF will not solicit to Reseller purchasers/subscribers**

**9.3 Reseller and Reseller Associated Companies, shall not compete through means of reverse engineering and/or copying hardware/software of the TeslasPEMF/MDA, LLC System Products or Services or any other PEMF associated category machine(s) or services for a period of five years after signing this agreement.**

9.4 Reseller shall have rights to TeslasPEMF/MDA, LLC owner's manual and other support resources found on TeslasPEMF.com website.

Service, Fees and Discounts

TeslasPEMF wholesale price for the TeslasPEMF/MDA, LLC System: \$17,990. – Includes TeslasPEMF two coil system with laptop TeslasPEMF Computer loaded with Educational Health Software and an Educational Hand Analyzing Possible Health Machine and software. Shipping cost will be by contract. Following payment of this Reseller's wholesale purchase of the system plus the payment, if required, Reseller will pay sales taxes and optional shipping costs if local tax authority does not honor the this signed Reseller Tax Avoidance sheet.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

**TeslasPEMF / MDA, LLC**

**Reseller**

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

TeslasPEMF: \_\_\_\_\_

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

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

Address:

Address: \_\_\_\_\_

377 Palm Trace Ave.

\_\_\_\_\_

Las Vegas, Nevada 89148 (USA)

\_\_\_\_\_

Phone: 1-888-427-3505 / 706-717-0591

Phone: (\_\_\_\_\_) - \_\_\_\_\_

Email: [info@TeslasPEMF.com](mailto:info@TeslasPEMF.com)

Email: \_\_\_\_\_