

## Independent Sales Representative Agreement

This official document authorizes \_\_\_\_\_ to act as an Independent Sales Representative for Rotor X Aircraft to sell the DRAGON Personal Air Vehicle.

Agreement is made between [Independent Sales Representative] (“Sales Rep”) and Rotor X Aircraft Manufacturing Company (“Rotor X Aircraft”). The parties agree:

**1. Appointment and Designation of Region.** Upon signing of this Agreement, Rotor X Aircraft appoints \_\_\_\_\_ as an authorized Independent Sales Representative of Rotor X Aircraft products for the following geographic area:

\_\_\_\_\_.

**2. Termination.** This Agreement shall continue to be effective until terminated. Independent Sales Rep or Rotor X Aircraft may terminate this Agreement at any time with or without cause by 90 days written notice.

### **3. Dealer Obligations.**

- a. Sales Rep shall use its best efforts to sell and market Rotor X Aircraft products to customers in Sales Rep’s Region and to provide support and assistance of the highest quality to those customers.
- b. Sales Rep shall adhere to trademark and branding standards as instructed by Rotor X Aircraft. Rotor X Aircraft reserves all rights to the name, logo and branding.
- c. Sales Rep is responsible for selling 5 units within the specified timeframe of this agreement.
- d. Sales Rep shall comply with all applicable laws and regulations and obtain all required governmental approvals to sell, build, maintain, and fly Dragon Personal Air Vehicle in the region. Rotor X will assist and provide documentation should the regulations require documentation or factory approval.
- e. If English is not the primary language in Dealer’s Region, Dealer shall provide Rotor X and any customers with accurate written translations of all customer documents, including the current Rotor X Purchase and Sale and other contracts and Construction, Maintenance and Pilot Manuals.



**4. Rotor X Aircraft's Obligations**

a. Rotor X Aircraft shall pay a commission to Sales Rep of **7%** of the current sale price (2% when deposit is received and remaining 5% to be paid when customer pays off balance.) Shipping shall be paid by the client or customer.

b. Rotor X Aircraft shall provide Sales Rep with access to and permission to use logos, product slicks and other marketing materials.

c. Rotor X Aircraft shall provide secondary technical support and respond within 24 hours to Sales Rep calls, unless on a weekend when a 48-hour response will apply.

**5. Assumption of Risk.** Sales Rep understands and acknowledges that building and flying aircraft are inherently dangerous activities that present numerous risks, including risks that could result in death, serious injury, and property damage.

**6. DISCLAIMER OF WARRANTIES: ALL PRODUCTS SOLD TO DEALER ARE SOLD "AS IS." ROTOR X AIRCRAFT MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING ANY ASPECT OF THE COMPONENTS. ROTOR X AIRCRAFT EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Rotor X Aircraft

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Independent Sales Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

