



**AK Alpha**  
33 Ballyclare Drive  
Ballywoods Office Park  
Sandton 2191  
Tel: 0878216961  
Email: info@akalpha.co.za

## RESELLER AGREEMENT

This Reseller Agreement (“Agreement”) is entered into and effective as of the date of last signature by and between Virlovect (Pty) Ltd (2018/360240/07) trading as AK Alpha, (together with all affiliates, including AK Alpha Team), having a principal place of business at 33 Ballyclare Drive., Ballywoods Office Park, Sandton, 2191, (“AK Alpha”) and \_\_\_\_\_ (Company) having a principal place of business at \_\_\_\_\_ (Address)

**“DO NOT SELL” LIST** As an authorized reseller of AK Alpha products, Company agrees that it will not sell to any entities identified on the “Do Not Sell” list that AK Alpha will provide to you from time to time. The last-published “Do Not Sell” list will remain in effect unless and until AK Alpha notifies you in writing of any changes. Additionally, Company is hereby informed that all AK Alpha products and advertisements are covered in whole or in part by AK Alpha Intellectual Property (IP), including patents, trademarks, trade dress and copyrights. All AK Alpha IP is owned and/or exclusively licensed to AK Alpha. As an authorized reseller of AK Alpha products, Company only has the right to use this IP as a non-exclusive sub-licensee to sell, offer for sale, advertise or otherwise market AK Alpha products. Any other use of AK Alpha IP will be deemed an infringement.

**MINIMUM PURCHASE ORDER.** For Tier 1 pricing Company must place an initial trial/T&E order of R150,000. Once an initial order is filled, in order to retain Tier 1 status and enjoy Tier 1 pricing, Company must place orders with a minimum purchase price of R45,000 (calculated at Tier 1 prices). Tier 2 pricing Company may place an initial trial/T&E order of R74,000. Once an initial order is filled, in order to retain Tier 2 status and enjoy Tier 2 pricing, Company must place orders with a minimum purchase price of R22,000 (calculated at Tier 2 prices).

**MINIMUM PRICING.** Company agrees to sell AK Alpha products for no less than the price (Minimum Price”) advertised on the website of AK Alpha, for example [www.akalpha.co.za](http://www.akalpha.co.za), except on certain dates that AK Alpha identifies in advance in writing. Promotional plans that include the use of discount codes or any method of lowering the final price of AK Alpha products to below Minimum Price is prohibited, except on the above referenced dates on which sales below Minimum Price will be permitted. Bundling with other products, offering free shipping and including promotional items is permissible, provided that the price of the bundle is not less than the combined retail prices of individual AK Alpha product(s) that are in the bundle.

**ADVERTISING REQUIREMENTS.** Company agrees to NOT advertise AK Alpha products in close proximity to (e.g., side by side with) products commercialized by another entity. Company also agrees that all Company advertisements showing AK Alpha products and/ or AK Alpha trademark must have a margin of at least 1 inch from the outermost edge of the depicted product and/ or trademark to clearly separate the AK Alpha product from any text or images not related to the AK Alpha product.

**AUCTIONS.** AK Alpha discourages the sale of its products on eBay or similar auction websites. However, such sales are permissible, provided the products are sold for not less than retail price in a “Buy It Now” or similar transaction.

**EXPORT RESTRICTED** Company shall not export, re-export, disclose or transfer any AK Alpha products to any country outside the Republic of South Africa. This Agreement consists of this document, its Reseller Order Worksheet and the instruments and documents to the extent described or referenced herein and therein (all of which by this reference are incorporated into and made a part of this Agreement) and constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous understandings, relating to its subject matter. This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitutes but one and the same instrument. The individual executing this Agreement on behalf of Company represents and warrants to AK Alpha that he or she has been duly authorized by Company and applicable law to execute this Agreement on behalf of Company, and that Company is identified below by its full legal name (which, if an entity, appears on its instrument of formation).



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As of the day cited below, the Party enters into the Agreement as evidenced by the signature of their respective duly authorized representative below.

Signature: \_\_\_\_\_

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

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

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

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