

AUTHORIZED DISTRIBUTOR AGREEMENT

Nite Ize, Inc. (“NI”) and Distributor (some terms defined below) agree you are (“Distributor” is) appointed as an Authorized Distributor during the Term subject to the following terms of this Authorized Distributor Agreement (the “Agreement”). Until such status is otherwise revoked by NI in NI’s sole and absolute discretion, Distributor shall be considered an Authorized Distributor of the Products. NI may review Distributor’s activities for compliance with this Agreement, and Distributor agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Distributor’s facilities and records related to the sale of the Products.

1. Purchase From NI Only, Sell to Authorized Dealers Only.

Distributor (a) must purchase Products only from NI and (b) may only sell Products to Authorized Dealers. Distributor cannot sell, ship, or promote the Products outside of the United States or to anyone Distributor knows or has reason to know intends to sell, ship, or promote the Products outside of the United States without specific authorization from NI. Distributor shall not sell Products to End Users without NI’s prior written consent.

If any customer or prospective customer of Distributor who purchases Products for purposes of resale is not yet an Authorized Dealer, Distributor shall immediately provide the Dealer Policy to such customer/prospective customer. If such customer/prospective customer accepts the terms in the Dealer Policy, Distributor may thereafter sell Products to such customer, which shall thereafter be an Authorized Dealer unless and until NI revokes such status. Authorized Dealers are determined by NI in its sole discretion. Distributor shall distribute policies, updates to policies, Product information, educational materials, and other information to its Authorized Dealer customers as requested by NI from time to time.

Notwithstanding anything to the contrary in this Agreement, Distributor shall not sell Products to any entity that operates a third-party marketplace website, including, but not limited to, Amazon, Walmart, or Target.

2. Sale Through Approved Channels Only.

Distributor may not sell the Products through any Publicly Accessible Website, including third-party website(s) or platform(s) (including, but not limited to, Amazon, eBay, Facebook marketplace, Google Shopping, and Walmart Marketplace). A website operated by Distributor to facilitate orders from Authorized Dealers that requires the Authorized Dealer to obtain an account and log in to view Product listings and pricing information is not considered a Publicly Accessible Website. The terms of this Agreement supersede any prior agreement between NI and Distributor regarding the sale of the Products online. Any authorization previously granted to Distributor by NI to sell the Products on or through a website, mobile application, or other online forum is hereby revoked.

3. Do-Not-Sell List.

Distributor shall cease or suspend sales to any customer promptly upon request of NI. Immediately upon receipt of any such request, including but not limited to a Do-Not-Sell List (by notice or posting), Distributor must cancel any pending orders from each individual or entity identified in the Do-Not-Sell List or other request and refuse to sell to any identified individual(s), entity or entities: (a) all Products in the event that Dealer is completely unauthorized or (b) the specific Product or Products for which Dealer is not authorized.

4. Sell-Through Data Reporting.

Distributor shall provide monthly sell-through data reports related to the sale of NI Products, directly to NI at salesreporting@niteize.com. Such reports shall be in a form and format reasonably agreed to by NI and Distributor and shall be sent on or before the tenth (10th) day of each month for the preceding month's sales. Sell-through data reports must include Product SKU, quantity and date sold data, as well as customer names, address and ZIP Code information. Other reports may be requested by NI on an as-needed basis. Nothing in this paragraph shall be construed to require Distributor to disclose identifying information about Distributor's customers to NI to the extent prohibited by law, and NI shall maintain the data contained in such data reports in confidence.

5. Use and Protection of NI Intellectual Property.

Distributor acknowledges and agrees that NI owns all proprietary rights in and to the NI IP. Distributor is granted a limited, non-exclusive, non-transferable, revocable license to use the NI IP solely for purposes of marketing and selling the Products as set forth herein. Distributor will refrain from challenging the rights claimed by NI in the NI IP or assisting any others in doing so. This license will cease upon termination of Distributor's status as an Authorized Distributor. All goodwill arising from Distributor's use of the NI IP shall inure solely to the benefit of NI.

Distributor's use of the NI IP shall be in accordance with any guidelines that may be provided by NI from time to time and must be commercially reasonable as to the size, placement, and other manners of use. NI reserves the right to review and approve, in its sole discretion, Distributor's use or intended use of the NI IP at any time, without limitation. In marketing the Products, Distributor shall only use images of Products either supplied by or authorized by NI and shall ensure that all Product images and descriptions are accurate and up to date.

Distributor shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any NI product name or trademark, nor a misspelling or confusingly similar variation of any NI product name or trademark.

6. Compliance with Laws and NI Policies.

Distributor must comply with (a) all laws, rules, regulations, and NI Policies (except where mandatory compliance is not required) applicable to Distributor's business and/or related to the marketing and sale of the Products, and (b) NI requests relating to any law, regulation or recall of the Products. Distributor shall conduct its business in a reasonable and ethical manner at all times and shall not engage in any deceptive, misleading, or unethical practices or advertising at any time. Distributor shall not make any warranties or representations concerning the Products except as expressly authorized by NI. Distributor shall represent the Products in a professional manner and will not take any action or engage in any conduct that is or could be detrimental to the reputation or integrity of NI or the Products. Distributor shall not advertise Products not carried in inventory.

Distributor acknowledges that NI has a unilateral Minimum Advertised Price (MAP) Policy, which applies to all authorized sellers of Products located in the United States of America. This paragraph is intended to inform Distributor of the MAP Policy. It does not constitute consideration for any agreement between Distributor and NI, and does not separately constitute an agreement between Distributor and NI regarding the price Distributor will charge Distributor's customers for the Products. NI does not seek, nor will it accept, from Distributor any assurance of compliance with the MAP Policy.

Distributor shall comply with the Nite Ize Product Care, Customer Service, and Other Quality Controls, attached as Exhibit A, as NI may amend from time to time.

Distributor agrees to notify NI of any change to information submitted to NI, including changes to information submitted on its Nite Ize Distributor Program Application by resubmitting such application at <https://niteize.com/distributor-program-application>.

7. Modification of Agreement, NI Policies, and Approvals.

At any time and without prior notice, NI may modify this Agreement or any of the NI Policies, and/or rescind any of the approvals provided by NI, with each such modification or rescission becoming effective immediately or as designated by NI. Distributor's continued use, advertising, offering for sale, or sale of the Products, use of the NI IP, or use of any other information or materials provided by NI to Distributor will be deemed Distributor's acceptance of the amendments.

8. Distributor Enterprise.

If Distributor is a buying group or co-op, NI appoints the Enterprise(s) designated by Distributor (under the approved name(s) and using approved website(s)) as an Authorized Dealer, provided the Enterprise(s) have received and abide by the Dealer Policy. Distributor agrees that each Enterprise shall be an Authorized Dealer for Products unless the Agreement is terminated or authorization of the Enterprise(s) is rescinded. Distributor will be liable to NI for any obligations of the Enterprise unless Distributor lacks control over the Enterprise. Orders submitted to NI by the Enterprise will be treated as if submitted by the Distributor. An Enterprise must purchase Products only from Distributor and shall remain an Authorized Dealer provided the Enterprise abides by the Dealer Policy.

9. Termination of Agreement.

Either Distributor or NI may terminate this Agreement, with or without cause, effective thirty (30) days after receipt of notice or, in the case of a material breach, effective the date designated in such notice, but no sooner than the date of such receipt. Upon termination, Distributor shall cease (a) selling the Products; (b) acting in any manner that may reasonably give the impression that Distributor is an Authorized Distributor of the Products or has any affiliation whatsoever with NI; and (c) all use of all NI IP, except as necessary to sell Distributor's then-current inventory of the Products as authorized by NI.

10. Buyback of Inventory.

After notice of termination, Distributor, if requested by NI, will (a) sell to NI all of Distributor's (and any requested Enterprise's or Affiliate's) saleable and encumbrance-free inventory of the Products chosen by NI at the actual price paid or in lieu of any amount due and (b) ship such inventory as directed by NI at NI's expense.

11. Miscellaneous Items (that the lawyers are making us include).

Assignment of this Agreement by Distributor without the prior written consent of NI is void. The relationship between the Parties is that of independent contractors, and Distributor shall have no authority to bind NI. The NI Documents shall be governed by and interpreted under Colorado law without regard to that state's conflicts of laws provisions, and all disputes shall be litigated as a bench trial in federal court in Denver, Colorado or state court in Boulder, Colorado. Sections 1 through 12 of this Agreement survive its termination. The NI Documents, as modified from time to time, constitute the entire understanding of the Parties and supersede all agreements and representations between the Parties, either oral or written, and are

not subject to any rule of strict construction. In the event of any conflict between the NI Policies and this Agreement, the NI Policies will control. NI's interpretation of the NI Documents governs. No failure by NI to exercise any right(s) under the NI Documents will constitute a waiver or limit any enforcement. Distributor agrees that NI may without liability cancel any pending orders (even if accepted) from Distributor and refuse to accept any new orders from Distributor. Each notice described in this Agreement must be in writing and is considered effective when received or refused (whether posted on an NI website or sent via mail, email, courier, fax, bike messenger, or otherwise), and notice to a Distributor is effective to related Enterprises. Purchase order or other provisions from Distributor inconsistent with the NI Documents are deemed stricken, unless expressly adopted in a written supplement signed by the Parties.

12. Definitions (because legal agreements don't make us sleepy enough already).

For purposes of this Agreement: (a) "Authorized Dealers" means individuals or business entities that (A) purchase products from NI or an NI Authorized Distributor and resell the Products as part of a commercial enterprise, (B) have received and abide by the Dealer Policy, and (C) have not had their Authorized Dealer Status revoked by NI or been identified by NI as ineligible to become an Authorized Dealer; (b) "End Users" are any purchasers of the Products who are the ultimate users of the Products and who do not intend to resell the Products to any third party; (c) the "Dealer Policy" means the then-current Nite Ize Authorized Dealer Policy, as NI may amend from time to time; (d) the "NI Documents" means this Agreement and the NI Policies; (e) "NI IP" means the Nite Ize brand, and any or all of the patents, designs, trademarks, service marks, trade names, commercial symbols, copyrights, data, data bases, market information, trade secrets, other intellectual property, and confidential information related to the Products in which NI claims rights; (f) "NI Policies" means collectively the then-current versions of the announcements issued or made available electronically or otherwise by NI and labeled as policies, price lists or terms of sale or otherwise designated as policies by NI; (g) "Authorized Distributor" means that Distributor is authorized to buy and sell the Products under the terms of the NI Documents; (h) the "Parties" means the Distributor and NI; (i) the "Products" means Nite Ize[®] branded products; (j) the "Term" means the period from the Effective Date until this Agreement and/or Distributor's "Authorized Distributor" status is terminated; (k) "Do-Not-Sell List" means NI notice which indicates that certain individuals or entities are not authorized by NI to resell certain Products or all Products; (l) "Enterprise" means an enterprise that sells to End Users through any entity owned or operated by one or more of the member(s) of a cooperative or buying group operated by Distributor; and (m) "Affiliate(s)" means any individuals and entities directly or indirectly controlling, controlled by or under common control with the Distributor or Enterprise.

Policy Administrator
Nite Ize, Inc.
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Boulder, CO 80301

e-mail: policyadmin@niteize.com

EXHIBIT A
NITE IZE PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS

1. Comply with all instructions provided by NI regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Store Products in a cool, dry place, away from direct sunlight. With respect to lithium-ion battery-powered Products in particular, Distributor shall ensure such Products are stored away from excessive heat; Distributor shall not resell any such Products exposed to excessive heat for any prolonged period and shall contact NI promptly for further instructions regarding such Products.
2. Sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products without NI's authorization), and other alterations to Products or their packaging are not permitted. To the extent Distributor labels, price tags, or similar materials are applied to Products, placement of such materials may not be done in a manner that covers the Product itself, any NI IP, or Product information, without NI's prior written consent.
3. Do not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Do not tamper with, deface, or otherwise alter any serial number, UPC code, batch or lot code, or other identifying information on Products or their packaging.
4. Do not advertise or resell as "new" any Product that has been returned opened or repackaged.
5. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a "Defect"). If any Defect is identified, do not offer the Product for sale and promptly report the Defect to NI at info@niteize.com.
6. Make reasonable efforts to manage Product inventory on a first-in, first-out (FIFO) basis, with older inventory being used to fulfill Product orders before newer inventory of the same Product.
7. Be familiar with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection and proper use of the Products, as well as any applicable guarantee or return policy. Be available to respond to customer questions and concerns both before and after sale of the Products and respond to customer inquiries promptly.
8. Except for a drop-shipment arrangement authorized in writing by NI, under no circumstances permit orders to be fulfilled in any way that results in the shipped Product coming from inventory other than Distributor's. Distributor shall not drop-ship Products to End Users on behalf of its customers without NI's authorization in writing.
9. Ensure that any third-party logistics provider engaged to store inventory of or fulfill orders for the Products is aware of and complies with all Product quality controls and customer service standards described herein or otherwise conveyed by NI. Ensure that any such third-party logistics provider stores all inventory of Products segregated by seller such that no Products provided to the third-party logistics provider are commingled with those owned by any third party. NI reserves the right to request additional information regarding the use of third-party logistics providers and prompt provision of such information to NI is required. Cooperate with NI in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.
10. Cooperate with NI with respect to any Product tracking systems that may be implemented from time to time.
11. Cooperate with NI with respect to any Product recall or other consumer safety information dissemination efforts.
12. Report to NI any customer complaint or adverse claim regarding the Products and assist NI in investigating any such complaints or adverse claims.
13. Cooperate with NI in the investigation and resolution of any quality or customer service issues related to the sale of the Products, including disclosing information regarding Product sources, shipment, and handling.