

AUTHORIZED DEALER AGREEMENT

Nite Ize, Inc. ("NI") and Dealer (some terms defined below) agree Dealer is appointed as a Nonexclusive Authorized Dealer during the Term subject to the following (the Parties likely would rather shake hands on this, but at the behest of lawyers they are agreeing to some brief ground rules):

1. Purchase From NI or Authorized Distributors Only, Sell to End Users Only.

Dealer (a) must purchase NI products only from NI or NI Distributors and (b) may not sell the Products to anyone for resale.

2. Sale Through Approved Channels Only.

Dealer may sell the Products solely at or through each location approved by NI (brick and mortar and online as authorized) and may not sell the Products through any third-party website(s) or platform(s) not approved by NI (including, but not limited to, Amazon, eBay, Craigslist and Facebook).

3. Use and Protection of NI Intellectual Property.

Dealer may use NI IP as permitted by NI and will refrain from challenging the rights claimed by NI in the NI IP or assisting any others in doing so.

4. Compliance with Laws and NI Policies.

Dealer will not take any action detrimental to the reputation or integrity of NI or the Products. Dealer must comply with (a) all laws and all NI Policies (except where mandatory compliance is not required) and (b) NI requests relating to any law, regulation or recall of the Products. Dealer acknowledges that it has reviewed and understands the NI unilateral minimum advertised price policy ("MAP Policy").

5. Modification of NI Policies and Approvals.

At any time and without prior notice, NI may modify any of the NI Policies and rescind any of the approvals provided by NI, with each such modification or rescission becoming effective immediately or as designated by NI.

6. Termination of Agreement.

Either Dealer 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, Dealer shall cease use of all NI IP, except as necessary to sell Dealer's then-current inventory of the Products.

7. Buyback of Inventory.

After notice of termination, Dealer, if requested by NI, will (a) sell to NI all of Dealer'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.

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

Assignment of this Agreement by Dealer without the prior written consent of NI is void. The relationship between the Parties is that of independent contractors, and Dealer 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 9 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. Dealer agrees that NI and the NI Distributors may without liability cancel any pending orders (even if accepted) from Dealer and refuse to accept any new orders from Dealer. 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). Purchase order or other provisions from Dealer inconsistent with the NI Documents are deemed stricken, unless expressly adopted in a written supplement signed by the Parties.

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

For purposes of this Agreement: (a) "NI Distributors" means resellers authorized by NI to sell to Dealer; (b) the "NI Documents" means this Agreement and the NI Policies; (c) "NI IP" means any or all of the patents, designs, trademarks, service marks, trade names, commercial symbols, copyrights, data, data bases, market information, trade secrets and confidential information in which NI claims rights; (d) "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; (e) "Nonexclusive Authorized Dealer" means that Dealer is authorized to buy and sell the Products under the terms of the NI Documents; (f) the "Parties" means the Dealer and NI; (g) the "Products" means those NI products made available to Dealer by NI or the NI Distributors; and (h) the "Term" means the period from the Effective Date until this Agreement is terminated.

Policy Administrator
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