

AUTHORIZED ONLINE RETAILER AGREEMENT

THIS AGREEMENT is made as of April 1, 2015, by and between Tectum Holdings, Inc. ("THI"), a Delaware corporation located at the principal address shown in the Addendum, as agent for the THI Operating Companies, and the Authorized Online Retailer located at the principal address shown therein. (Certain terms are defined in Section 17 of this Agreement.)

1. Appointment. Subject to the terms and conditions of this Agreement, THI appoints the Retailer (and only the Retailer doing business under the THI-approved name(s) and using the THI-approved website(s), if any, appearing in the Addendum and which approval has not been rescinded by THI in whole or part), and the Retailer agrees to perform as a Nonexclusive Authorized Online Retailer during the Term for the Products. The Retailer will submit orders during the Term for any or all item(s) of the Products: (a) to any or all of the Distributors or (b), if and as directed by THI, to any or all of the Distributors and THI. Each such order will be subject to (and the Retailer will comply with) the prices, payment terms and other terms and conditions of sale: (i), if such order is accepted by a Distributor, as determined between the Retailer and such Distributor (to the extent that there is no conflict with the Relationship Documents) and (ii), if such order is accepted by THI pursuant to the Relationship Documents, as contained in the Relationship Documents.

2. Responsibilities. Except as otherwise directed or approved by advance written notice to the Retailer from THI or otherwise expressly permitted by the Relationship Documents, the Retailer, at its own expense, will do each of the following: (a) promote the sale and use of the Products; (b) promptly and effectively respond to questions and requests from actual and prospective end user purchasers (but not resellers) of any or all item(s) of the Products permitted under the Relationship Documents (collectively, the "Authorized Customers") and from THI, including without limitation questions and requests from THI regarding any or all of the customers of the Retailer; (c) maintain a staff of competent sales personnel who are trained to describe, demonstrate and sell each of the Products; (d) represent the Products in a professional manner during the Coverage Period and refrain from any conduct that is or could be detrimental to the reputation or integrity of any or all of the Retailer, the Distributors (as applicable), THI and the Products; (e) promptly transmit to each individual and entity communications from THI as THI designates; (f) with respect to any or all items of THI products (or, if so designated by THI, just one or more particular items of THI products), refrain from knowingly or negligently directly or indirectly (i) advertising, promoting or selling in either or both of the following ways during the Coverage Period: (A) outside the United States of America ("U.S.") and Canada and (B) online in any fashion (unless and only to the extent each website used for such purpose by the Retailer is approved by THI for such use as expressly indicated in the Addendum and which approval has not been rescinded by THI in whole or part) and (ii) selling in any or all of the following ways: (A) to anyone for resale other than to any or all of the Authorized Retailers. The Retailer may drop ship to one or more end users only (not to resellers), on behalf of any or all the Authorized Retailers, so long as the Retailer has not received THI notice to the contrary which rescinds the approval of THI therefor), (B) to each individual and entity appearing on the then-current Do-Not-Sell List (including without limitation drop shipping on behalf thereof), except to the extent as may be permitted therein and (C) to anyone other than the Authorized Customers, including without limitation to the Special Accounts; (g) use the Intellectual Property only as permitted by THI in the Relationship Documents, including without limitation (i) maintaining the confidentiality of all information designated as confidential by THI and (ii) using only artwork and images depicting any or all of the Products or referring to THI Companies that have been expressly approved by THI and which approval has not been rescinded by THI in whole or part; (h) refrain from questioning or challenging the rights claimed by the THI Parties in or to the Intellectual Property or assisting in any way any other(s) in doing so; (i) comply with all laws and all of the THI Policies; (j) promptly and in timely fashion comply with whatever request may be made by THI or any or all of the Distributors relating to any law or expectation thereof or the modification or recall of any or all item(s) of the Products; and (k), after termination of this Agreement, immediately cease at the end of the Coverage Period: (i) advertising, promoting and selling any and all of the THI products and (ii) all use of anything which would give the impression that the Retailer is an authorized dealer, reseller or representative of or for any or all of such products or has any affiliation whatsoever with THI or such products.

3. Relationship. This Agreement and any and all duties and obligations hereunder may not be delegated, transferred or assigned by the Retailer without the express written consent of THI. Each delegation, transfer or assignment by the Retailer without such consent shall be void. The relationship between THI and the Retailer shall be that of independent contractors, and, notwithstanding the use anywhere of the term "partner" or anything similar thereto, nothing regarding the relationship between the Parties expressed or implied in the Relationship Documents or elsewhere shall constitute or be deemed to constitute a partnership, joint venture or franchise between THI and the Retailer or shall constitute or be deemed to constitute the Retailer as agent of THI for any purpose whatsoever. The Retailer shall have no authority or power in any way for any purpose to do any or all of the following: (a) bind THI, (b) contract in the name of THI and (c) create a liability against THI.



4. **Acceptance.** At all times, THI shall have the right to: (a) accept, reject or, if already accepted by THI, cancel any or all Direct Orders for any reason or no reason; (b) allocate any or all item(s) of the Products in such manner as THI deems advisable; and (c), in the event that THI should determine that one or more special credit restrictions (as defined by THI) apply, impose such payment terms as THI deems appropriate prior to doing either or both of the following: (i) accepting any or all new Direct Orders or (ii) filling or completing any or all pending Direct Orders (even if accepted) from the Retailer.

5. **Do-Not-Sell List.** Immediately upon receipt by the Retailer of each Do-Not-Sell List, the Retailer will cancel all pending orders (even if accepted) from each individual or entity identified in such Do-Not-Sell List and refuse to accept any new orders from such individual(s), entity or entities for (or otherwise supply to or drop ship on behalf of any and all of them): (a), in the case of an Unauthorized Reseller or a Complete Revocation, any and all THI products or (b), in the case of a Partial Revocation, any and all of the Select Products.

6. **Termination.** This Agreement will terminate when either Party provides the other Party with written notice of termination, and such termination shall be effective as elected in such notice: (a) no sooner than the date of receipt of such notice in the event of a material breach of this Agreement by such other Party; (b) no less than thirty (30) days after such receipt for termination with or without cause; or (c) as provided in Section 11(b) of this Agreement. A breach by the Retailer of any or all of the THI Policies will be deemed to be a material breach by the Retailer of this Agreement. After termination of this Agreement, acceptance of one or more orders from the Retailer by any or all of THI and the Distributors or fulfillment thereby of one or more accepted orders (regardless whether accepted before or after termination) will: (i), unless otherwise designated by THI, be subject to all of the terms and conditions of the Relationship Documents as if such acceptance or fulfillment had occurred during the Term and (ii), in no event, be construed as a renewal or extension of this Agreement or as a waiver of termination or of notice of termination. Prior and subsequent to termination, THI shall have rights of set-off, recoupment and counterclaim against the Retailer.

7. **Modification.** At any time and without prior notice: (a) THI may modify any or all of the THI Policies and rescind any or all of the approvals provided by THI (including without limitation any or all of those referred to in Sections 1, 2(g)(i)(B), 2(g)(ii)(A) and 2(h)(ii) of this Agreement), with each such modification or rescission becoming effective immediately, unless THI notifies the Retailer in writing of another effective date and (b) any or all item(s) of the Products may change, in which case, the Retailer acknowledges and agrees that THI and each of the Distributors may without liability or penalty cancel all pending orders (even if accepted) from the Retailer for such changed item(s) and refuse to accept any new orders from the Retailer for such item(s).

8. **Venue.** This Agreement shall be governed by and interpreted under the laws of the State of Michigan without regard to that state's conflicts of laws provisions. Each dispute arising out of or relating in any way to this Agreement between the THI Parties and the Retailer Parties shall be litigated at the trial level as a bench trial only in federal or state court in Ann Arbor, Michigan, as **each Party, on behalf of itself and its Affiliate(s), hereby: (a) waives trial by jury;** (b) submits to personal and subject matter jurisdiction in such courts; (c) agrees not to contest venue; and (d) agrees that, in the event that litigation of such dispute does not commence during the one (1) year period after the occurrence of the event(s) giving rise to such dispute, each claim of the Retailer Parties against the THI Parties will be barred.

9. **Direct Orders.** In the event that THI receives one or more Direct Orders (or similar or related documents) from the Retailer which contain(s) one or more provisions which are inconsistent with or in addition to any or all provisions of the Relationship Documents: (a) each such order (or document) will be conclusively deemed to be governed by the Relationship Documents; (b) each such inconsistent or additional provision will be deemed stricken; and (c) none of the Direct Orders will be deemed to be governed by any provision(s) other than that or those contained in the Relationship Documents, unless and until a written supplement is duly executed by both of the Parties which adopts such provision(s).

10. **Headings.** The headings appearing at the beginning of any or all of the Relationship Documents and each part thereof are for convenience only and shall not be deemed to define, limit or construe the contents of any or all thereof. The Relationship Documents shall be deemed to reflect the mutual intent of the Parties, and no rule of strict construction shall be applied against either Party. Time is of the essence of the Relationship Documents. THI shall not be liable for: (a) loss, damage or delay resulting from any cause whatsoever beyond the reasonable control of THI and (b) consequential, incidental or special damages, loss or expense to any or all of the Retailer and others for any reason(s) whatsoever. Unless THI states otherwise, all monetary amounts referred to in or related to the Relationship Documents are in U.S. dollars. The interpretation by THI of the Relationship Documents will control. Wherever required by the context thereof, each pronoun used therein shall be deemed to include both the singular and the plural and to encompass each gender.

11. **Reformation.** If applicable law contains any requirement that is contrary to, conflicts with or is missing from any provision(s) or part(s) thereof in the Relationship Documents (collectively, the "Affected Provisions"), THI, at any time, may elect by written notice to the Retailer (effective upon receipt thereof or as otherwise designated by THI therein) that: (a) such requirement be substituted for or added to the Affected Provisions to the minimum extent necessary to validate the Affected Provisions or (b) this Agreement be terminated. If any or all parts of the Relationship Documents shall be held invalid, the remainder of the Relationship Documents shall continue in full force and effect, and each such part shall be deemed not to be part of the Relationship Documents.

12. **Integration.** The Relationship Documents, as modified from time to time: (a) constitute the entire understanding of the Parties binding upon them with respect to the subject matter thereof; (b) are intended to govern the relationship between the Parties therefor; (c)

supersede all agreements, representations or statements between the Parties, either oral or written; and (d) except as otherwise provided herein, may be amended or modified only by a written supplement and, in the case of this Agreement only, duly executed by both of the Parties, as each Party hereby waives its right, if any, to modify the Relationship Documents orally. Each Party acknowledges and agrees that: (i) each agreement (other than this Agreement) between any or all of THI and its Affiliate(s) and predecessor(s) on one hand (collectively, the "THI Entities") and any or all of the Retailer and its Affiliate(s) and predecessor(s) on the other has been fully performed by the THI Entities; (ii) the terms and conditions of this Agreement are material bargained-for bases of this Agreement and have been taken into account and reflected in determining the consideration to and from each Party under this Agreement and the decision by each Party to enter into this Agreement; (iii) in the event of any conflict between the THI Policies and this Agreement, the THI Policies will control (silence is not a conflict); and (iv) this Agreement may be executed in separate counterparts (and any or all of such counterparts may be transmitted or exchanged by facsimile, as portable document format (pdf) files or by other electronic means), each of which is deemed to be an original (and originally executed), and all of which taken together constitute one and the same binding agreement.

13. Enforcement. The Retailer agrees that, in the event the THI Parties file(s) any action(s) against the Retailer Parties to enforce or defend any of the rights claimed by the THI Parties or file(s) any response(s) to or in any action(s) brought against the THI Parties by the Retailer Parties, the THI Parties shall be entitled: (a) to equitable relief without the necessity of posting bond or other security (including without limitation entry of temporary and permanent injunctions and orders of specific performance) and (b) to recover from the Retailer Parties in each judgment wholly or partially in favor of the THI Parties entered in such action the attorneys' fees and litigation expenses of the THI Parties, the court costs and damages as permitted by law, the costs of collection thereof and other relief as a court may award or order. In the event of any breach or threatened breach of any or all of Sections 2(e) through 2(l), 5, 7 and 8 of this Agreement, remedies at law alone will not be adequate.

14. Waiver. Except as otherwise expressly provided in the Relationship Documents or as the Parties otherwise may expressly agree in writing signed by both of the Parties, no failure, refusal, neglect, delay, waiver, forbearance or omission by THI to exercise any right(s) under the Relationship Documents or to insist upon full compliance by the Retailer with the Retailer's duties, obligations or restrictions thereunder shall constitute a novation or waiver of any provision(s) of thereof or otherwise thereafter limit the right of THI to fully enforce any or all of the provisions and parts thereof.

15. Survivability. The following shall survive the termination of this Agreement: (a) Sections 1 and 2(e) through 17 of this Agreement; (b) each of the definitions otherwise contained in the Relationship Documents; (c) the Addendum; and (d) each of the THI Policies which by its own terms expressly states that it survives the termination of this Agreement or which THI otherwise designates as so surviving.

16. Notices. Except as otherwise provided in the Relationship Documents, each notice described therein to either Party (including without limitation to change a Party's principal address) must be in writing and shall be sent to the intended recipient (with all fees paid) by express courier service, facsimile or e-mail to such recipient's principal address shown in the Addendum and shall be considered effective or received when actually received or refused by such recipient, provided that the sending Party has written confirmation thereof and such refusal was not due electronic or mechanical malfunction or failure.

17. Certain Definitions. For purposes of this Agreement (and regardless whether appearing in bold italics): (a) *the "Addendum"* means that labeled as such that follows the signature blocks of this Agreement and will be deemed to be one of the THI Policies; (b) *"Affiliate(s)"* means any or all of the individuals and entities directly or indirectly controlling, controlled by or under common control with the Party identified, with "control" and its variants in this context having the same meaning as under the U.S. federal securities laws; (c) *the "Authorized Online Retailer" or the "Retailer"* means the Party identified as such in the Addendum; (d) *the "Authorized Retailers"* means, collectively, each reseller designated as such by THI notice, but only to the extent that such reseller is not on the then-current Do-Not-Sell List (individually, an *"Authorized Retailer"*); (e) *the "Coverage Period"* means the Term and the reasonable period afterward, if any, until the Retailer has or should have sold or otherwise disposed of all of the Retailer's Inventories (such sale or other disposition will be in a manner consistent with the Relationship Documents); (f) *"Direct Orders"* means orders for any or all item(s) of the Products submitted by the Retailer directly to THI as permitted by the Relationship Documents; (g) *"Do-Not-Sell List"* means THI notice which indicates that (i) one or more individuals or entities is or are not authorized by THI to promote or resell any or all THI products (individually, an *"Unauthorized Reseller"*) or (ii) the designation of an Authorized Retailer as such has been revoked with respect to all THI products (*"Complete Revocation"*) or revoked only with respect to the Select Products (*"Partial Revocation"*); (h) *the "Effective Date"* means that labeled as such on the signature page of this Agreement; (i) *the "Intellectual Property"* means any or all of the patents, designs, trademarks, service marks, trade names, trade dress, commercial symbols, copyrights, data, data bases, marketing information, trade secrets and confidential information in which the THI Parties claim(s) rights; (j) *"Nonexclusive*

Authorized Online Retailer" means that (i) the Retailer may hold itself out as a reseller authorized by THI for the Products during the Term and (ii) any or all of THI and the Distributors may offer and sell anywhere and everywhere any or all item(s) of the Products and anything else directly or indirectly to one or more individuals and entities other than the Retailer; (k) *"Party"* means THI or the Retailer and *the "Parties"* means THI and the Retailer; (l) *the "Products"* means those THI products for resale by the Retailer as permitted in the Relationship Documents which are made available to the Retailer by any or all of (i) THI and (ii) the distributors specifically authorized by THI to sell to the Retailer (individually, *"Distributor"* and collectively, *the "Distributors"*); (m) *the "Relationship Documents"* means collectively this Agreement and the THI Policies; (n) *the "Retailer Parties"* means any or all of the Retailer and its

Affiliate(s); (o) *the "Retailer's Inventories"* means all inventories of any or all item(s) of the Products in the Retailer's possession or under the Retailer's control; (p) *the "Select Products"* means those items of the THI products specified on a Do-Not-Sell List consisting of fewer than all items of the THI products; (q) *the "Special Accounts"* means, collectively, each individual or entity so designated by THI notice; (r) *"THI notice"* means notice to the Retailer from THI that either (i) complies with Section 16 of this Agreement or (ii) is made available on a THI-designated website and notice under such Section 16 is received by the Retailer, which, at a minimum, indicates that a change has been or will be made to what is posted thereon; (s) *the "THI Operating Companies"* means collectively each entity designated as such by THI; (t) *the "THI Parties"* means any or all of THI, its Affiliate(s) and its designees; (u) *the "THI Policies"* means, collectively, each then-current version of the announcements and policies (whether in the form of correspondence, memoranda, notices or otherwise) expressly labeled as policies (or the substantive equivalent as determined by THI) and from time to time issued in writing or made available electronically by the policy administrator (or the designee(s) or successor(s) thereof) of THI to the Retailer and not expressly excluded by THI from the THI Policies; and (v) *the "Term"* means the period from the Effective Date until this Agreement is terminated pursuant to Section 6 hereof.

Each Party, intending this Agreement to be effective as of the Effective Date, has caused this Agreement to be executed by its duly authorized representative.

THE AUTHORIZED ONLINE RETAILER	Agreed and accepted in Ann Arbor, Michigan: THI
By: _____	By: _____
Name: _____	
Title: _____	Date: _____
Date: _____	The Effective Date: _____

The Addendum

Principal address for notices to the Authorized Online Retailer

The Retailer (full business name): _____
Principal Address: _____ City: _____ State: _____ Zip Code: _____
Owner/Manager: _____ Fax: _____ e-mail: _____
Phone: _____ Tax Identification No. (FEIN): _____

Approvals: The Retailer may directly or indirectly advertise, promote and sell any or all item(s) of the Products (or, if so designated by THI, just one or more particular item(s) of the Products) only (a) under each name and (b) on each website indicated below:

- (i) Approved name(s) under which the Retailer operates (ii) Approved website(s) used by the Retailer

Principal address for notices to THI

Policy Administrator
Tectum Holdings, Inc.
5400 South State Road
Ann Arbor, MI 48108
E-mail: dgoldfarb@thicorp.com