

Agreement

In consideration of the mutual promises of the parties stated in this Agreement, PureGear and Approved Retailer agree as follows:

- 1. Appointment. PureGear hereby grants to Approved Retailer the right to sell all products manufactured or distributed by PureGear (the "PureGear Products") subject to the terms and conditions of this Agreement.
- 2. Acceptance of Appointment. Approved Retailer hereby accepts PureGear's appointment and warrants that it is a brick and mortar retailer
- 3. Restrictions on Sale. Subject to the other provisions of this Agreement, Approved Retailer agrees to restrict sales of Products directly to consumers and shall not directly or indirectly sell or otherwise distribute any PureGear Products to any person or entity who is not a consumer. For purposes of this Agreement, Approved Retailer warrants that it:
- (a) operates primarily from one or more physical retail locations open to the public;
- (b) sells products solely to the end consumer and not for further resale;
- (c) will not sell PureGear products online, including but not limited to sales on Approved Retailer's own website, on Amazon or on eBay without pre-approval from PureGear;
- (d) does not sell any excess inventory of PureGear Products to liquidators or similar parties;
- (e) has received and acknowledged receipt of PureGear's Minimum Advertised Price (attached) as may be in effect from time-to-time; and
- (f) has complied and is in compliance with all policies of PureGear.
- 4. Limited Distribution. Sales by Approved Retailer of PureGear Products to persons other than those specified in Section 3 shall be deemed a non-curable breach of this Agreement and may result in immediate termination hereof. Approved Retailer will not directly or indirectly sell any PureGear Products to any person who engages in any form of redistribution of PureGear Products.
- 5. Alteration; Repackaging. Approved Retailer will not repackage, alter, nor knowingly distribute any repackaged or altered PureGear Products, and will not in any way obliterate, deface or change any codes, symbols or other marks on such PureGear Products, or on the PureGear Products' packages or containers.
- 6. Assignment. Approved retailer will not assign the benefits or in any way transfer the obligations under this Agreement or any part thereof to any third party, parent company, affiliate, subsidiary, or successor. Approved Retailer's violation of this section will be a non-curable breach of this Agreement and may result in immediate termination hereof.

IN WITNESS WHEREOF, the parties to this Approved Retailer Agreement to be executed on their behalves on the date first written above. Approved Retailer warrants that they have the proper authority to sign this Agreement and bind their respective company.

I acknowledge that I have read and agree to the above terms and conditions.



PureGear Minimum Advertised Price Policy ("MAPP")

In order to protect the reputation for superior technology and quality products, PureGear, a California corporation ("PG"), has adopted a minimum/maximum advertised price policy ("MAPP") for its products ("Products"). PG has adopted this MAP policy in order to preserve individual pricing decisions and maintain a fair business environment for all customers. PG has set the MAP pricing at no more than ten percent (10%) above the Manufacturer Suggested Retail Price ("MSRP") and no more than ten percent (10%) below the MSRP.

This MAP policy is to be strictly adhered to by all PG customers. Distributors of Product to third-party resellers shall insure their customer's compliance with this policy. PG reserves the right to cease supplying Products to any customer whose advertising, or whose third-party reseller's advertising, of the Product does not meet the MAP set forth herein.

PureGear has established a Minimum Advertised Price for all products sold by PureGear, including those under other brand names, for which a Minimum Advertised Price is specified on the current PureGear price list. It is PureGear's unilateral policy to allow twenty-four (24) hours to bring advertising into compliance with this policy or PureGear will cease supplying the product either directly or through its authorized dealers in question for a period of fourteen (14) days, to any dealer whose advertising of the product (or to any distributor who sells to a dealer whose advertising of the product)

- (i) fails to display a price equal to or greater than the Minimum Advertised Price for the product as specified on the current PureGear price list; or
- (ii) contains a price lower than the Minimum Advertised Price set forth in the current PureGear price list. PureGear's unilateral policy is to cease supplying for a period of thirty (30) days for any second violation, sixty (60) days for any third violation, and one (1) year for any subsequent violation of this policy as noted above.

This policy applies to all forms of dealer advertising including mailings, catalogs, displays at consumer exhibitions and shows, and any and all other forms of advertising media, including, without limitation, the Internet and any other electronic network. Any price information relating to PureGear products on an Internet website which can be accessed directly through any hypertext link or by any other method which uses the hypertext transfer protocol (http), including shopping cart pricing, is considered to be advertising for purposes of this policy. Mail in rebates, promotional coupon codes or electronic mail sent in direct response to a customer inquiry shall not be considered advertising.

This policy only concerns advertised prices, and does not relate to actual sales prices of any item. Further, this policy applies equally to all PureGear distributors and dealers.

The foregoing is a statement of PureGear's unilateral policy and expresses the terms upon which PureGear will deal w ith its customers. This policy may be modified by PureGear from time to time. PureGear will not seek nor enter any agreement or understanding concerning the establishment of its product prices that you may advertise or charge.

This policy shall not apply in any jurisdiction in which such policies have been deemed by any court or governmental authority to be unenforceable.

I acknowledge that I have read and agree to the above terms and conditions.