

ACG Authorized Internet Reseller Agreement

This Alliance Consumer Group Authorized Online Reseller Agreement executed between the parties (the "Agreement") is made by and between Alliance Sports Group, L.P. (d/b/a "ACG") with principal offices at 5650 Alliance Gateway Freeway, Fort Worth, Texas 76177 ("Company"), and the Authorized Online Reseller which has executed this Agreement ("Reseller"). The "Effective Date" is the date on which the Agreement is executed by the Parties. Company and Reseller are each sometimes referred to herein as a "party" or collectively as the "parties."

ACG has executed this agreement to cover the online sale of products offered by ACG under the following brands:

NEBO
True
Skeeter Hawk
iProtec
ROMR
Thaw
HALO

1. Authorization of Online Sales

Company grants to the Reseller and the Reseller accepts the non-exclusive right to fulfill orders and to market, sell, and distribute the Products to End-Users located in the United States of America (the "Territory"), solely on the Internet URL locations listed by Reseller at www.acgdealer.com. **Authorized Sales Channels expressly excludes all eCommerce marketplaces or discount or liquidation/closeout channels, including, but not limited to, Alibaba, Amazon, Craigslist, eBay, Jet.com, Newegg, Overstock, Rakuten, Sears, and Walmart.**

2. Transshipping

Reseller shall not knowingly Transship the Products, specifically; it shall not sell or transfer any of the Products to any person or entity for resale. Reseller shall not sell or offer for sale any product bearing a trademark, copyright, patent, or name associated with Company or one of Company's branded lines of products, which Reseller purchased or obtained from a source other than directly from Company or from an Authorized Distributor of the Company.

3. Geographic Sales Boundary

Reseller may only sell and advertise for sale the Products within the Territory. Company hereby expressly prohibits the Reseller from soliciting or consummating sales outside the Territory.

4. Reseller Obligations. During the Term of this Agreement, Reseller shall:

- a. use its best efforts to display, promote, demonstrate, market, and sell the Products;

- b. comply with additional terms of sale as otherwise provided by Company and as such terms may change from time to time by Company in its sole discretion
- c. not sell or otherwise promote, advertise, market, or provide the Products outside of the Territory;
- d. not obscure or alter in any fashion the serial number on any Product or its packaging
- e. promptly respond to all communications and correspondence from Company and to comply with all reasonable guidelines, policies, and procedures issued by Company from time-to-time; and
- f. conduct and maintain, at all-times, its operation in compliance with all applicable Federal and State Laws and regulations, Reseller agrees not to engage in any unfair trade practices.

5. Commingled Inventory

Reseller shall not cause or allow the Products to be sold on a third-party marketplace if the Reseller is unable to certify that all Products purchased from Reseller are fulfilled with Products the Reseller purchased from Company or a Company authorized distributor.

6. Sales by Auction

Sales by the Reseller of Product(s) by way of online auction are prohibited.

7. Intellectual Property

1. Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Licensed IP for the sole purpose of advertising and promoting the sale of Products within the Territory to End-Users.
2. Restrictions and Limitations.
 - a. Reseller shall ensure that the Licensed IP is: (a) used in conjunction with the ® or TM designations as directed by Company; (b) not modified in any manner without the prior written consent of Company; (c) used alone without any other terms, marks, or designs which may detract from the Licensed IP; (d) not used in any way that disparages the IP or the Company; and (e) displayed according to specifications which Company may provide or amend from time to time.
 - b. Reseller shall have no right, title, or interest in the Licensed IP. All use of the Licensed IP and the goodwill associated therewith shall inure to the benefit of Company. Reseller shall not do anything inconsistent with Company's ownership of the Licensed IP, including, but not limited to, using, causing or permitting another party to use the Licensed IP as any part of a uniform resource locator ("URL"), metadata tag, or as a keyword or search engine term. Reseller shall not, during the Term or thereafter, challenge the validity of the Licensed IP or Company's title to or rights in the Licensed IP.
 - c. Upon termination of this Agreement, Reseller shall immediately discontinue and abandon its use of the Licensed IP, shall cease to advertise or represent itself as an Authorized Company Reseller, and shall cease to market, advertise, offer to sell, and/or sell the Products. Reseller must promptly return to Company all Confidential Information, including, but not limited to, all documents and information concerning prices, marketing, advertising, and promotional activities.

8. Unilateral Pricing Policy

Reseller acknowledges that Reseller has been informed of ACG's Unilateral Pricing Policy as it applies to the advertisement and sale of ACG Products from Authorized Resellers to End-Users in the United States. There is no agreement, express or implied, between ACG and Reseller with respect to the advertised or resale pricing of Products.

9. Term

The ("Term") of this Agreement shall begin on the Effective Date and, unless sooner terminated as provided herein, continue in full force and effect for one (1) year from the Effective Date. This Agreement will automatically renew for consecutive one (1) year Terms thereafter.

10. Termination

ACG, in its sole and absolute discretion, may terminate its approval for Reseller to market and sell Products at one or all of the Authorized Websites, and Reseller must cease all such marketing and sales immediately on the applicable Authorized Website(s) upon receiving notice of such termination. Upon termination of approval to market and sell Products at one or more Authorized Websites, Reseller's authorization to use ACG IP on such websites shall be revoked. ACG may terminate this Agreement with written notice at any time. On termination of Reseller's status as an Authorized Reseller, this Agreement shall terminate automatically, and Reseller shall immediately cease all marketing and sales of Products on the Authorized Websites.

11. Buyback of Inventory

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

12. Availability of Injunctive Relief

If there is a breach or threatened breach of the terms or Sections 1 (Authorization of Online Sales), 7 (Intellectual Property), or 10 (Termination) of this Agreement, it is agreed and understood that ACG will have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement. No failure, refusal, neglect, delay, waiver, forbearance, or omission by ACG to exercise any right(s) herein or to insist upon full compliance by Reseller with Reseller's obligations herein shall constitute a waiver of any provision herein or otherwise limit ACG's right to fully enforce any or all provisions and parts thereof. Reseller expressly submits to personal jurisdiction and venue in the federal or state courts of record in Tarrant County, Texas for any action or proceeding for injunctive relief.

13. Indemnification

Except as otherwise provided herein, Reseller shall, and hereby does, indemnify, defend, save and hold harmless ACG, and its directors, officers, employees, shareholders, members, partners, counsel, auditors, accountants, agents, advisors and all other representatives and each of the heirs, executors, successors and assigns of any of the foregoing, from and against any and all losses, liabilities, obligations, actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law, admiralty, or equity, known or unknown of any kind to the extent they are caused by, arise from, or are incurred in connection with (a) any breach of, or failure to perform, any term, covenant or condition in the Agreement by Reseller, or (b) the negligence or willful misconduct of Reseller or its officers, employees, agents or contractors.

14. Miscellaneous

- a. **Modification.** ACG reserves the right to update, amend or modify this Agreement upon written notice to Reseller. Unless otherwise provided, such amendments will take effect immediately and Reseller's continued use, advertising, offering for sale, or sale of the Products on the Authorized Websites following notice of the amendments will be deemed Reseller's acceptance of the amendments.
- b. **Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, nor shall it constitute a course of dealing and no waiver shall be effective unless made in writing.
- c. **Severability.** If any provision of this Agreement is held contrary to law, the remaining provisions shall remain valid.
- d. **Assignment.** Reseller may not assign this Agreement without the prior written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties hereto and its respective successors and assigns.
- e. **Entire Agreement.** This Agreement, the terms and their attachments, if any, constitute the entire agreement between the Parties regarding the contemplated transactions and supersedes all prior agreements and understandings between the Parties relating to the sale of the Products online.
- f. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- g. **Governing Law.** The terms of this Agreement and any dispute arising under it shall be governed by, construed, and enforced in accordance with the laws of Texas, without regard to its choice of law rules.
- h. **Confidentiality.** This Agreement, and its attachments, if any, constitute confidential, proprietary information of ACG and shall not be used for any purpose other than the authorized advertising and sale of the Products nor disclosed to any third party without the prior written consent of ACG.
- i. **Survival.** The following provisions shall survive the termination of this Agreement: Section 7 (Intellectual Property); Section 13 (Indemnification); Section 13(g) (Governing Law); Section 13(h) (Confidentiality); Section 13(i) (Survival)