



AUTHORIZED RESELLER AGREEMENT

1. Non-Exclusive Right to Sell Products in the Territory

a. Subject to the terms and restrictions set forth herein, Implus hereby appoints Reseller as an authorized retailer/reseller of the Products and grants to Reseller a non-exclusive right to sell the Products in the Territory via the Authorized Sales Channels.

b. Authorized Sales Channels" shall include only: (i) Reseller's own physical brick and mortar stores; (ii) Reseller's temporary storefronts at events and tradeshows; (iii) Reseller's catalog; and (iv) Reseller's own website(s).

c. The "Territory" shall be defined as the United States.

d. Restrictions:

i. Authorized Sales Channels expressly excludes all ecommerce marketplaces or discount or liquidation/closeout channels, including, but not limited to, Alibaba, Amazon, Buy.com, Craigslist, eBay, Jet.com, Newegg, Overstock, Rakuten, Sears, and Walmart.

ii. Reseller shall not sell, offer to sell, or advertise the Products, outside of the Territory and/or Authorized Sales Channels. If Reseller is a Distributor (as defined below), Reseller shall not sell or offer to sell to affiliates or third parties that sell or advertise the Products outside of the Territory and/or Authorized Sales Channels. This Section 1(d)(ii) shall survive termination of this Agreement as applied to Products that are purchased from Implus.

iii. If Reseller becomes aware that Products are being sold, offered for sale or advertised outside of the Territory and/or Authorized Sales Channels, Reseller shall promptly inform Implus of the relevant information concerning same. Additionally, upon request of Implus, Reseller shall promptly inform Implus of information concerning sales of Products outside of the Territory and/or Authorized Sales Channels to the extent that Reseller has or can obtain such information.

iv. Implus' sole obligations concerning any Product shall be limited to those that are stated in any written warranties provided with the Product. Any and all implied warranties with respect to any Product, including but not limited to the implied warranty of merchantability and fitness for a particular purpose are hereby excluded. No employee, representative or agent (including Reseller) is authorized to make any other warranty or representation concerning any Product, and Reseller shall not make any warranties, express or implied, on behalf of Implus. Any and all manufacturer and Implus warranties and representations are null and void for sales of Products outside of the Territory and/or outside of the Authorized Sales Channels. To the fullest extent permitted by law, Implus shall have no liability whatsoever for any claims or injuries arising from sales of Products made outside the Territory and/or Authorized Sales Channels, including but not limited to liability for product defects and intellectual property infringement. This Section 1(d)(iv) shall survive termination of this Agreement.

v. If Reseller violates this Agreement with respect to sales outside of the Territory and/or Authorized Sales Channels, Implus shall have the option to immediately (i) suspend Reseller's eligibility to purchase Products, and/or (ii) terminate this Agreement and Reseller's account.

vi. "Distributor" shall be defined as a customer of Implus that purchases the Products for resale to downline retailers. If Reseller is a Distributor, Reseller shall be liable to Implus for any and all damages associated with Products being sold outside of the Territory and/or Authorized Sales Channels by the Reseller directly or by Reseller's downline customers. These damages shall include all attorneys' fees and costs associated with enforcement and remediation of such violation(s). This Section 1(d)(vi) shall survive termination of this Agreement to the extent that the Products were purchased from Implus.

2. Additional Reseller Obligations and Restrictions

a. Reseller represents and warrants that it has disclosed to Implus all DBAs, fictitious business names, subsidiaries etc. through which Reseller sells Products in the Territory and Authorized Sales Channels.

b. Reseller shall only use marketing materials, content and images, which are provided or approved (in writing) by Implus, in connection with selling, offering to sell, or advertising, the Products.

c. Reseller shall not make any representations, warranties, guarantees or disclaimers to customers or to the trade, including with respect to the specifications, features, performance, uses, or capabilities of Products, beyond those provided by Implus.

d. Reseller shall not alter the packaging of the Products or remove the Products from the packaging, other than to add additional packaging for improved protection during shipping where such additional packaging does not identify any names, brands, websites, telephone numbers except those of Implus.

e. Reseller shall comply with all applicable laws, rules, regulations, and policies related to the advertising, marketing, sale, and distribution of the Products.

f. Reseller shall not engage in any deceptive, fraudulent, misleading behavior or unethical practices with respect to selling or advertising the Products.

g. Reseller shall use its best efforts to maintain the high quality image and reputation of the Products. Reseller covenants that its marketing and advertising of the Products will be of high quality and in good taste and will preserve the high quality image of Implus and the Products. Reseller shall establish and maintain levels of sales and customer support that are satisfactory to Implus in its sole discretion.

h. Reseller shall not, directly or indirectly, without Implus' prior written consent, which may be granted or withheld in Implus' sole discretion, engage in any paid search advertising, search engine marketing, or other online advertising or marketing campaign that uses an Implus Mark or any word or phrase that is confusingly similar to an Implus Mark (including any variation or misspelling) as a stand-alone search term or keyword. Reseller must set the Implus Marks as negative exact match or negative keywords. Any paid search advertising, search engine marketing, or similar online advertising or marketing campaign by Reseller must use the Implus Mark combined with a descriptive or generic term or phrase related to the Products and shall not identify Products unavailable for purchase from Reseller, or direct consumers to



a website that does not sell Products, or use terms like “official” or “original” or other words and phrases that are misleading or inaccurate. Further, Reseller’s online advertising or marketing campaigns shall be consistent with the high standards, value, reputation and prestige associated with the Products and the Implus Marks and shall not use terms such as “clearance” or “lowest prices” and the like or identify percentage or dollar discounts. In all cases, Implus will make the final determination in its sole discretion as to whether a particular use of an Implus Mark in online advertising or marketing campaigns is permissible.

3. Limited Intellectual Property License Grant

a. Subject to the terms of this Agreement, Implus grants Reseller a revocable, limited, non-exclusive license to use Implus’ trademarks, service marks, trade names, trade dress, designs, logos and copyrights relating to the Products (collectively the “Implus Marks”) solely for purposes of selling Products in the Territory and/or Authorized Sales Channels. Reseller shall not alter, add to or remove any Implus Marks applied to the Products or packaging.

b. With respect to Reseller’s use of registered trademarks, Reseller shall always use the © designations in connection with all registered Product trademarks, and with respect to unregistered trademarks used on or in connection with the Products, Reseller shall always use the ™ designation in connection therewith.

c. Reseller acknowledges and agrees that Implus is the exclusive owner of all rights, title and interests in and to all Implus Marks, patents, trade secrets and all other intellectual property rights of any kind associated with any Product (collectively, the “Implus Intellectual Property”). Reseller acknowledges and agrees that any and all goodwill arising from Reseller’s use of the Implus Intellectual Property shall inure solely and exclusively to the benefit of Implus. Reseller acquires no interest in or to any of the Implus Intellectual Property, other than as expressly granted herein, by virtue of Reseller’s sale of Products.

d. Reseller is prohibited from creating brands, trademarks, business entities or seller names, registering domain names, creating social media usernames etc., that contain any of the Implus Marks, Product names or Implus brands or names that are likely to be confused with any of the foregoing.

e. Implus retains all rights to use the Implus Marks itself and to license the Implus Marks to third parties in its sole discretion. Implus may revoke, or place additional limits on, the ability of Reseller to use the Implus Marks at any time for any reason upon written notice to Reseller.

f. If Reseller is a Distributor, Reseller shall be liable to Implus for any and all damages associated with a violation of provision 3(d) by Reseller’s downline customers including, but not limited to, all attorneys’ fees and costs associated with enforcement and remediation of such violation(s). This Section 3(f) shall survive termination of this Agreement to the extent that the Products were purchased from Implus.

g. Upon termination of this Agreement for any reason, Reseller’s license to use the Implus Marks shall immediately cease and Reseller shall discontinue all use of Implus Marks.

h. Reseller shall promptly notify Implus in writing if Reseller becomes aware of any actual infringement or potential infringement of any Implus

Intellectual Property by any third party. Implus shall have the right, but not the obligation, to prosecute any such infringement in its sole discretion. Reseller agrees to fully cooperate with Implus in any such infringement prosecution, including providing all reasonably necessary information, documents or witnesses, and joining such action as a necessary party.

4. Orders; Shipment; Price and Payment Terms

a. Implus shall sell Products to Reseller at Implus’ then stated prices.

b. Reseller shall purchase all of its requirements of Products exclusively from Implus.

c. All Product orders submitted by Reseller shall be subject to Implus’ acceptance, and Implus may refuse to fulfill any Product order for any reason in its sole and absolute discretion. Implus shall endeavor to fill and ship orders within a reasonable time; provided, however, that Implus shall not be liable to Reseller for any damages of any nature whatsoever arising from Implus’ failure/refusal to fill any order, delays in shipment or delivery or errors in filling any order.

d. All shipments of Product from Implus to Reseller shall be F.O.B. Implus’ shipping location, where delivery of Products shall be made to Reseller and title and risk of loss and damage of Products shall pass to Reseller.

e. Reseller shall promptly pay, as and when due, all amounts payable to Implus in accordance with the terms and conditions of any applicable invoice, order form and/or other written documents relating to the sale of any Product to Reseller.

5. MAP Policy

a. Implus has implemented MAP policies for each of its brands. Each MAP policy applicable to the Products Reseller sells will be made available to Reseller and may from time to time be updated or revised by Implus in its sole discretion.

b. Reseller shall not advertise any of the Products for sale at prices that are less than the Minimum Advertised Prices that Implus establishes for each Product from time to time (“MAP”). If a Reseller violates any MAP policy, Implus shall have the option to either penalize Reseller in accordance with applicable MAP policy or terminate this Agreement. This Section 5(b) shall survive termination of this Agreement to the extent that Products were purchased from Implus.

c. If Reseller is a Distributor and sells Products to persons or entities who resell the Products, Reseller shall use commercially reasonable measures to ensure that those downline customers’ advertised pricing complies with applicable MAP policy. Distributor shall not sell Products to affiliates or to third parties who advertise the Products for sale at prices that are less than the applicable MAP. If Reseller is a Distributor, and Reseller’s downline customers violate the MAP Policies, Implus shall have the option to either penalize Reseller in accordance with applicable MAP policy or terminate this Agreement. This Section 5(c) shall survive termination of this Agreement to the extent that Products were purchased from Implus.

d. The MAP policies shall not apply to the purchase pages or any “check-out page” (i.e. the page on which the consumer actually completes the



purchase of the Product) of a Reseller's website.

e. The MAP policies apply only to advertised price, and do not apply to the price at which a Product is actually sold to an individual consumer or customer. Reseller shall be free to sell the Products covered by the MAP policies at any prices it chooses in its sole discretion.

f. If Reseller becomes aware that Products are being advertised for sale at prices that are less than MAP, Reseller shall promptly inform Implus of the relevant information concerning same. Additionally, upon request of Implus, Reseller shall promptly inform the Implus of information concerning advertisements of Products below MAP to the extent that Reseller has such information.

6. Term and Termination

a. The term of this Agreement shall commence as of the Effective Date and shall continue thereafter for one (1) year and shall thereafter automatically renew for successive one (1) year terms unless otherwise terminated as provided herein.

b. Either Party may terminate this Agreement without cause by providing thirty (30) days written notice to the other Party.

c. Either Party may terminate this Agreement in the event of a material breach that is not cured within seven (7) days of written notice to the breaching Party.

d. Upon the termination of this Agreement, all rights granted to Reseller will terminate unless expressly stated herein to the contrary, and Reseller shall, upon request, return all literature, displays and other Product promotional materials to Implus.

7. Miscellaneous

a. Entire Agreement. This Agreement constitute the entire and exclusive agreement between the Parties hereto and supersedes any and all prior oral or written undertakings, understandings, dealings, negotiations or agreements concerning the subject matter of this Agreement. The Agreement may only be amended pursuant to a signed writing between the Parties.

b. Severability. If a court of competent jurisdiction shall hold any provision(s) of this Agreement invalid, illegal or unenforceable, the remainder of the Agreement shall be valid and enforceable and the Parties shall negotiate in good faith a substitute, valid and enforceable provision which most nearly effects the Parties' intent in entering into this Agreement. No rule of strict construction will be applied against either Party in the interpretation of this Agreement. This Section 7(b) shall survive termination of this Agreement.

c. Assignment. Reseller may not assign this Agreement without the prior written consent of Implus. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties hereto and its respective successors and assigns.

d. Independent Parties. Neither Party shall have the authority to bind the other Party to any contract, responsibility or obligation. The relationship between Implus and Reseller is solely that of independent parties. This

Agreement shall not be deemed to establish a joint venture or partnership.

e. Choice of Law/Forum. This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of North Carolina, United States of America, irrespective of and notwithstanding any conflict of laws principles that might call for the application of any other law. The Parties agree that any and all disputes with respect to this Agreement or arising from or in any way related to the Parties' business relationship shall be brought solely in either the North Carolina state courts located in Wake County, North Carolina or the federal district court for the Eastern District of North Carolina located in Raleigh, North Carolina. The Parties consent to the in personam jurisdiction and venue of such courts. The Parties agree that service of process upon them in any such action may be made if delivered in person, by overnight delivery service with proof of delivery, or by certified mail, return receipt requested, and shall be deemed effectively given upon receipt.

f. Non-Waiver. The failure or delay of a Party to insist upon strict performance of any of the provisions of this Agreement, or to take advantage of such Party's rights hereunder, shall not be construed as a waiver of the subject provision or right, which shall continue in full force and effect. This Section 7(f) shall survive termination of this Agreement.

g. Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT IS EITHER PARTY LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE ARISING OUT OF THIS AGREEMENT OR THE SALE OF THE PRODUCTS, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING THE POSSIBILITY OF NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF THE PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE, AND EVEN IF ANY OF THE LIMITED REMEDIES IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. Each Party will promptly provide notice to the other Party of a third party claim for damages against a Party relating to the Products. This Section 7(g) shall survive termination of this Agreement.

h. Confidentiality. Implus and Reseller shall keep confidential all information concerning the subject matter of this Agreement, including, without limitations, the terms of this Agreement, customer lists, pricing, sales information and business and marketing plans and strategies for the Products.