

FISKARS BRANDS, INC.
GERBER OUTDOOR RECREATION DIVISION
United States Authorized Internet Reseller Agreement

THIS AGREEMENT (the "Agreement") is made effective this ____ day of _____ (the "Effective Date"), between Fiskars Brands, Inc., Gerber Outdoor Recreation Division ("Gerber"), located in Portland, Oregon, and the Reseller ("Reseller") which has executed this Agreement. This Agreement describes the rights and obligations of Reseller and Gerber with respect to the appointment of Reseller as an Internet Authorized reseller of Gerber Products. Reseller and Gerber each acknowledge that the following terms and conditions are essential to maintaining the viability of Gerber's distribution network for the Products and ensuring the success of its Internet Authorized resellers. Gerber and Reseller are each sometimes referred to herein as a "party" and collectively as the "parties." The parties agree as follows:

Definitions.

- a. **Products:** The "Product(s)" shall include those Gerber products and related equipment and accessories listed on Schedule A hereto.
- b. **Territory:** The "Territory" shall mean the United States of America.
- c. **End-User:** An "End-User" shall mean any purchaser of the Product(s) from the Reseller who is the ultimate consumer for whom the Product is designed and who does not intend to resell the Product to a third party.
- d. **Transship:** "Transship" or "Transshipping" shall mean the sale of Product(s) to any entity other than an End-User.
- e. **Licensed IP:** The "Licensed IP" shall mean the trademarks, tradenames, product images, copyrights and/or marketing banners provided by Gerber in writing in the approved image or form provided by Gerber.

1. **Appointment.** Gerber grants to the Reseller and the Reseller accepts the non-exclusive right to purchase Products directly from Gerber or Gerber's authorized distributors and to fulfill orders and to market, sell, and distribute the Products to End-Users located in the Territory at Reseller's physical retail locations and solely on the Internet URL locations and under seller names listed on Schedule B, which have been approved by Gerber.

2. **Prohibited Marketplaces.** Reseller shall be allowed to sell or advertise Products only on Internet marketplaces approved by Gerber in writing as provided on Schedule B, which may be amended by Gerber from time to time in its sole discretion. Reseller shall never sell on Internet marketplaces not included on Schedule B including, but not limited to: eBay.com, Amazon.com, Sears.com, Craigslist.com, Overstock.com, Jet.com, Alibaba.com, Walmart.com, Target.com, Homedepot.com, newegg.com, Wayfair.com, taobao.com or any website related to these websites.

3. **Transshipping.** Reseller shall not Transship the Products. Specifically, Reseller shall not sell, transfer or offer for sale any of the Products to any person or entity for resale. Reseller shall not sell, transfer or offer for sale any product bearing a trademark, copyright, patent, or name associated with Gerber, which Reseller purchased or obtained from a source other than directly from Gerber or a Gerber authorized distributor. Reseller shall not obscure or alter in any fashion the serial number on any Product or its packaging.

4. **Geographic Sales Boundary.** Reseller may only sell and advertise for sale the Products within the Territory. Gerber hereby expressly prohibits the Reseller from soliciting or consummating sales outside of the Territory.

5. **Liquidated Damages.** For each occasion that Reseller breaches Sections 1, 2, 3 or 4 of this Agreement by engaging in the unauthorized Internet sale of Products to any person or entity, in addition to all other remedies available to Gerber under this Agreement or at law or equity, Reseller agrees to pay Gerber, as liquidated damages and not as a penalty, the following amount: five times (5X) the MSRP of the Product(s) per unit of Product. The parties agree that these damages are not punitive, that Gerber's damages due the breaches of Sections 1, 2, 3 and 4 of the Agreement are difficult to quantify, and that these liquidated damages are a reasonable approximation of Gerber's damages in the event of a breach.

6. Intellectual Property. Reseller is granted a limited, non-exclusive, non-transferable, fully revocable license to use the Licensed IP, without modification, for the sole purpose of advertising and promoting the sale of Products within the Territory to End-Users, subject to the restrictions and limitations described in Schedule C.

7. 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. Maintain qualified personnel with knowledge of the specifications, features and use of the Products;
- c. Not commingle its inventory with that of other resellers;
- d. Maintain adequate and reasonable physical inventory, in its own warehouse, for all Products it offers for sale;
- e. Adhere to and comply with all pertinent laws, regulations and ordinances applicable to taking orders or conducting business over or through the Internet; and
- f. Comply with the terms and conditions set forth in this Agreement.

8. Term. 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 (the "Initial Term"). This Agreement will automatically renew for consecutive one (1) year terms ("Renewal Term(s)", and together with the Initial Term, the "Term").

9. Termination. This Agreement may be terminated as follows:

- a. by Gerber immediately upon written notice to Reseller in the event of a breach by Reseller of Sections 1, 2, 3, 4, 6 or 7 of this Agreement; or
- b. by Gerber or Reseller, without cause or liability, upon thirty (30) days' prior written notice to the other party.

10. Liability & Obligations Upon Expiration/Termination. Neither Gerber nor Reseller shall be liable to the other by reason of the expiration or termination of this Agreement, including, without limitation, liability based in law or in equity, compensation, reimbursement, or damages for present or prospective profits, or on account of investments, expenditures or commitments made by Reseller, or as a result of the establishment, development or maintenance of the goodwill of Gerber, the Reseller or the Products. Any termination or expiration of this Agreement shall not relieve either party of any outstanding obligation or liability for Products sold or for any other matter or reason that accrued prior to the termination or expiration. Upon expiration or termination of this Agreement, Reseller shall immediately discontinue and abandon its use of the Licensed IP and any other Gerber intellectual property and shall cease to advertise and/or represent itself as a Gerber Reseller. Reseller shall also cease to market, advertise, offer to sell, and/or sell the Products and will return to Gerber all advertising, promotional, display and other materials that have been furnished to Reseller by Gerber. The acceptance by Gerber, or an authorized Gerber distributor, of a Reseller purchase order after the expiration or termination of this Agreement shall not be deemed a renewal or extension of this Agreement, or a waiver of its termination or expiration or a waiver of any prior breach. However, Gerber or any of its authorized distributors shall be under no obligation to fulfill any orders by Reseller after termination. Further, within ten (10) days of termination or expiration of the Agreement for any reason, Reseller agrees to provide Gerber with a list of its inventory of the Products. Gerber, at its option, will have the right to repurchase from Reseller, at cost, any or all of the Products in Reseller's inventory by sending written notice of the exercise of such option within thirty (30) days from the receipt of the foregoing inventory list.

11. Amendments & Waivers.

a. Except as otherwise set forth in Section 11(b) of this Agreement, this Agreement may be amended, waived, or modified only by a written instrument signed by an authorized person of both parties stating specifically that it is an amendment, waiver, or modification. No waiver of any provision at any particular time shall be deemed a permanent waiver of such provision, or a waiver of any other provision of this Agreement. Failure to enforce a provision shall not be deemed a waiver.

b. Gerber may amend or modify any Schedule in this Agreement by providing notice to the Reseller, and any such amendment or modification shall become effective immediately upon delivery of such notice.

12. Entire Agreement. This Agreement, the attached Schedules, and Gerber's written invoices sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or

understandings between the parties as to the subject matter thereof. Any terms and conditions in Reseller's purchase orders or receipts shall not operate to modify, replace, supersede and/or supplement this Agreement unless specifically agreed to in writing (fulfilling of an order by Gerber shall not constitute agreement).

13. Law and Forum. This Agreement shall be deemed to have been entered into and fully performed in the State of Oregon and shall be governed by and construed in accordance with the laws of the State of Oregon without regard for the conflicts of laws rules thereof. Reseller agrees that all controversies, disputes and claims arising out of this Agreement shall be adjudicated exclusively by a court of competent jurisdiction within Washington County, State of Oregon or the United States District Court for the District of Oregon, except that any judgment in any such action may be enforced in other jurisdictions by suit or in any other permitted manner. Reseller irrevocably consents to the jurisdiction and venue of the state and federal courts in Washington County, Oregon and waives any rights to seek a transfer of venue for any reason or to claim that the forum is inconvenient.

14. Limitation on Liability. RESELLER ACKNOWLEDGES AND AGREES THAT GERBER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT RESELLER MAY INCUR FROM DELAYED SHIPMENT OR PRODUCT SELECTION, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), WARRANTY, OR OTHERWISE. IN NO EVENT SHALL GERBER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE), WHETHER OR NOT GERBER SHALL BE OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

15. Contract Interpretation. Each party hereto acknowledges that it has had ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and an ambiguity shall not be construed against either party.

16. Relationship. Reseller and Gerber are independent contracting parties, and nothing contained in this Agreement shall be deemed to make Reseller an agent, representative, employee, partner, joint venturer, franchisee, or affiliate of Gerber.

17. Survival. In addition to any sections that by their nature are designed to survive expiration or termination, or which expressly state that they shall do so, the following sections of this Agreement shall also survive the expiration or termination of this Agreement: 1, 2, 3, 4, 5, 10, 12, 13, 14, and 15.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Reseller

**Fiskars Brands, Inc.,
Gerber Outdoor Recreation Division**

Authorized By: _____

Authorized By: _____

Title: _____

Title: _____

Address: _____

Authorized Signature: _____

Authorized Signature: _____

Date of Signature: _____

Date of Signature: _____

SCHEDULE A

PRODUCTS

Effective as of the Effective Date of the Authorized Internet Reseller Agreement

For the current version of this Schedule A, please go to <http://Gerbergear.com/>

SCHEDULE B

URL LOCATIONS AND SELLER NAMES

URL or Marketplace	Seller Name/ ID

SCHEDULE C

Using Gerber's Intellectual Property **Restrictions and Limitations**

- Reseller shall ensure that the Licensed IP is: (a) used in conjunction with the ® or TM designations as directed by Gerber; (b) not modified in any manner without the prior written consent of Gerber; (c) used alone without any other terms, marks, or designs which may detract from the Licensed IP; and (d) displayed according to specifications which Gerber may provide or amend from time to time.
- Reseller shall perform all acts requested by Gerber to assure that the nature and quality of Reseller's use of the Licensed IP is consistent with and does not detract from the goodwill associated with the Licensed IP. Reseller is specifically prohibited from registering or using any domain name containing any of Gerber's trademarks.
- 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 Gerber. Reseller shall not do anything inconsistent with Gerber'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"), meta data 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 Gerber's title to or rights in the Licensed IP.
- Reseller shall not use the Licensed IP in a manner that disparages Gerber or the Products, blurs, dilutes or otherwise diminishes the Licensed IP, or portrays Gerber or the Products in a false, competitively adverse or poor light.
- Upon termination of this Agreement, Reseller shall immediately discontinue and abandon its use of the Licensed IP and any other Gerber intellectual property and shall cease to advertise and/or represent itself as a Gerber Reseller. Reseller shall also cease to market, advertise, offer to sell, and/or sell the Products and will return to Gerber all advertising, promotional, display and other materials that have been furnished to Reseller by Gerber.
- Reseller shall promptly inform Gerber of any action or conduct of any person which may infringe upon any of Gerber's intellectual property rights. Gerber shall have the sole discretion whether to take legal action against any such infringement and any damages or other monies recovered on account of such infringement, whether by judgment, settlement or otherwise, shall belong exclusively to Gerber. Reseller shall cooperate fully with Gerber in connection with any legal action taken by Gerber in connection with any such infringement.

Further, as a Gerber authorized reseller, Reseller will benefit from the fame and inherent value signified by the Gerber brand name and its various product trademarks. In addition to being under agreement to use the Gerber trademarks properly, it is in your best interest to assist in protecting the Gerber marks by using them properly in all advertising and promotional materials.

1. URLs/Domains. Reseller's domain(s) and URL(s) must not contain the words Gerber, including any variation or combination of these words or trademarks with each other or with other words.

Examples of prohibited domain names and URLs: www.joesGerberheadquarters.com; www.joesGerbershop.net;

Exception: Trademarks authorized by Company for online use by Reseller (the "Authorized Marks") may appear in the text to the right of the ".com/" extension. For example:

www.joesshop.com/Gerber.htm is allowed; whereas
www.joesshop.Gerber.com/Gerber.htm is prohibited.

2. Social Media Sites

Without approval from Gerber, Reseller' social media page URL(s) must not contain the words Gerber, including any variation or combination of these words or trademarks with each other or with other words. Examples of prohibited social media URLs: www.facebook.com/Gerbershop; www.linkedin.com/company/gerbershop.

3. Website Content and Online Advertisements.

a. Reseller must not suggest or imply that its website, advertisement, sponsored link, or any other on-line marketing used or paid for by Reseller is in any way related to the official Company website owned and operated by Company.

Examples of Prohibited Phrases: Terms such as "Official Gerber Headquarters", "Gerber Home", "Gerber Official Store" and "Gerber.com" are always prohibited. Terms such as "Gerber Headquarters", "Gerber Outlet", "Gerber Depot" or "Gerber Store" are prohibited except when clearly and conspicuously associated with Reseller (e.g. "Gerber Store at Joe's Shop", or "Joe's Authorized Gerber Shop") and only if approved in advance and in writing by Gerber.

b. Reseller may not use Google AdWords' Dynamic Keyword Insertion or any similar search tool when bidding on any Authorized Marks or any trademark used or owned by Gerber. All Authorized Marks in the Reseller's ad text must appear with the correct spelling and capitalization.

c. Reseller must not use superlatives to describe the quantity of inventory, the pricing of Products, or the online shopping experience, on any website, in any advertisement, sponsored link, or any other on-line marketing used, paid for or associated with Reseller.

Examples of Prohibited Phrases: Phrases such as "largest available online offering of Gerber", "lowest prices – Gerber" or "best Gerber website" are prohibited.

d. Reseller must accurately describe Products using the Authorized Marks. The Authorized Marks must always be followed by the generic word for the Product, such as "Gerber ® products". They must never be used in the possessive or in the plural. The Authorized Marks must always be displayed in a way that distinguishes them from other surrounding words, e.g., by appearing in initial caps or full caps, such as Gerber and used in conjunction with the ® or ™ designation as directed by Gerber.

e. Reseller must use only those Product images, logos, marketing banners and video clips provided or authorized in writing by Company within the two (2) most recent calendar years ("Authorized Images") on any website, advertisement, sponsored link, or any other on-line marketing used, paid for or associated with Reseller.

f. Reseller must not partner with any third party that uses adware, spyware or other software to engage in pop-up or pop-under advertising and/or generating non-user initiated activity (e.g. forced clicks or redirects). Pop-up or pop-under advertising and/or non-user initiated activity that is based on keyword searches, textual triggers, or screen-scraping associated with any trademark used or owned by Gerber or any common misspelling or confusingly similar trademarks is strictly prohibited.

g. All Products must ship only to addresses within the authorized Territory of the Reseller.

4. Page Title / Title Tags. Page title/title tag refers to the text used to name or entitle a web page. A page title/title tag can be viewed by looking at the top of the browser window for the page in question. Only the Authorized Marks may be used in the page title/title tag of any website page used or owned by Reseller and such use is limited to once per page title/title tag. No variations, misspellings, prefixes, suffixes or hyphenated extensions of the Authorized Marks are allowed. Other words may be used in conjunction with the Authorized Marks in the page title/title tag so long as such words do not violate any other provision of this Schedule.

Examples: A title such as "Gerber at Joe's Shop" is allowed; whereas titles such as "Gerber at Joe's Headquarters" are prohibited.

The following guidelines must be followed when using all trademarks owned or used by Gerber. These guidelines are in addition to those provided above when advertising a particular Product:

- Reseller shall not, without express written permission from Gerber, purchase Gerber's intellectual property through Google's and Yahoo's Adwords programs and/or other web service providers' similar programs.
- The marks must be reproduced exactly as provided by Gerber.
- If the Gerber logo appears on the Reseller's stationery or business cards, the words "Authorized Reseller" must follow it. This can be accomplished by using the "Gerber Authorized Reseller" artwork provided by Gerber.
- There must be no confusion with which entity the customer is dealing. The Reseller's name must be the most prominent name on the page. The Gerber logo may not be the only source identifier on the page. The Gerber logo trademark may not appear at the top of the page.
- The Gerber logo trademark must not be used in combination with another company mark in such a manner that the marks appear to be joined or associated in any way. Ample space must appear between the two marks to distinguish them as separate entities.
- The Gerber logo trademark or any Gerber product mark may not be used in a way that will dilute or diminish its value to Gerber, such as on others' goods or in any non-approved form.
- Any use of any Gerber mark on a web page must adhere to these guidelines.
- A superscript indicating a registered trademark (®) or trademark (™) or service mark (SM) symbol must appear next to all marks in all printed literature (as provided by Gerber).
- The registered trademark (®) or trademark (™) or service mark (SM) symbol must appear as a superscript following the appropriate mark on the first most prominent use on each page of a piece. All marks must be capitalized, italicized, or bolded or otherwise treated with prominence.
- Any use of a Gerber trademark which is not addressed in the guidelines set forth herein, must be approved by Gerber prior to its use. Submittals for approval should be emailed to the attention of your Gerber representative.