

**POWER PRODUCTS, LLC
AUTHORIZED INTERNET RESELLER AGREEMENT**

THIS INTERNET AGREEMENT executed between the parties (the "Agreement") is made effective the date of its execution (the "Effective Date"), by and between Power Products, LLC with principal offices at N85 W12545 Westbrook Crossing, Menomonee Falls, Wisconsin 53051 ("Power Products"), and the Authorized Reseller which has executed this Agreement ("Reseller"). Power Products and Reseller are each sometimes referred to herein as a "party" or collectively as the "parties." The parties agree as follows:

Definitions.

- Products: The ("Product(s)") shall mean the approved Power Products branded lines of products and related equipment and accessories made available to Reseller by Power Products, Authorized Distributor in Power Products' sole discretion.
- Territory: The ("Territory") shall mean the United States of America and Canada
- 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.
- Reseller: A ("Reseller(s)") shall mean a customer of a Distributor that resells such products to End-Users within the Territory.
- Transship: ("Transship") shall mean the sale of Product(s) to any entity other than an End-User. Transship is also known as "Gray Market Sales" in the recreational marine industry.
- 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.

1. Internet Appointment. Power Products 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 Territory solely on the Internet URL locations listed in the then-current Internet Reseller Profile attached hereto as Schedule A and approved by Power Products.

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 purchase the products from any entity other than Power Products, or a Power Products Authorized Distributor. Reseller shall not obscure or alter in any fashion any Product or its packaging.

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

4. **Liquidated Damages. For each occasion that Reseller breaches Sections 1, 2, or 3 of this Agreement by engaging in the unauthorized sale of Products, in addition to all other remedies available to Power Products under this Agreement and at law, Reseller agrees to pay Power Products, as liquidated damages and not as a penalty, the greater of the following amounts: (i) the costs and fees associated with Power Products' investigation and enforcement regarding the unauthorized sales; or (ii) three times (3X) the MSRP of the Product(s) per unit of Product. The parties agree that these damages are not punitive.**

5. Intellectual Property. Reseller acknowledges that Power Products or its subsidiaries or affiliated companies are the exclusive owners of various trademarks, service marks, trade designations, and trade dress (collectively, "Identification"), which Power Products uses in connection with Products and its business. Reseller is authorized to use Identification in a manner acceptable to Power Products in connection with the promotion and sale of Products and only until the expiration or termination of this Agreement. Reseller may not use Identification as the whole or any part of the name or title of Reseller's business. Reseller acquires no proprietary rights to Identification and this authorization will terminate simultaneously with the expiration or termination of this Agreement. Unless granted prior written permission by Power Products, Reseller will not use the name of Power Products or any of its registered or unregistered trademarks, in any form or combination, in the body of, or in any Uniform Resource Locator (URL), in connection with any website or other Internet application controlled by or affiliated with Reseller, except as expressly authorized by Power Products, and in such event, only in accordance with Power Products' guidelines regarding such use.

6. 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. Customer Service:
 - i. Have a physical street address and a landline telephone number for contact by its customers and must advise customers on its website of this physical address and the landline telephone number. Post office boxes and mobile telephone numbers are not sufficient.
 - ii. Provide the capability for customers to place their orders fully and completely through Reseller's website. Reseller shall not require customers to use telephone calls, faxes, and/or hard-copy correspondence to complete their orders nor permit orders to be fulfilled only through telephone calls, faxes, and/or hard copy correspondence.
 - iii. Insure its website is a secure site for customer transactions.
 - iv. Must have a mechanism in place for confirming to the ordering customer each order placed through its website and when each order was shipped to the destination designated by the ordering customer.
 - v. Must display its policies and procedures for customer returns, refunds, and exchanges on its website. Reseller's website must clearly and conspicuously set forth that: (a) Reseller, and not Power Products, is making the sale to the customer; and (b) the terms and conditions directly and indirectly applying to returns, refunds, and exchanges by customers (with the exception of the terms and conditions contained within Power Products' Limited Warranty) are those of Reseller and not Power Products. Reseller must provide its own facilities and personnel to address and resolve all Product exchange, refund, or return requirements.
 - d. Adhere to and comply with all pertinent State and Federal regulations and statutes applicable to conducting business via the Internet. This requirement specifically includes all regulations relating to the collection of sales tax for Internet sales.
 - e. Maintain adequate supply of products in its own warehouse.
7. Compliance.
 - a. Reseller must copy and distribute this Agreement to each of its employees who are involved in Internet sales. Reseller must establish policies and procedures that will ensure compliance with this Agreement and must take affirmative steps to ensure compliance with this Agreement.
 - b. Power Products shall have the sole, complete, and final discretion to decide whether the content of a particular website, advertisement, sponsored link, or on-line marketing violates this Agreement.
 - c. Power Products has the sole, complete and final discretion to determine if Reseller has complied with this Agreement. Any violation of this Agreement as determined by Power Products in its sole, complete, and final discretion may, in Power Products' sole, complete, and final discretion, result in the suspension or termination of Reseller's authority to use the Identification in sponsored links, to display the Identification on its website, or to sell Power Products' Products.
8. Breach. Any violations of the terms of this Agreement shall be deemed a breach of the Agreement, entitling Power Products to terminate the Agreement immediately or take any other action allowed under the law.
9. Termination. This Agreement may be terminated as follows:
 - a. by Power Products immediately upon notice to Reseller in the event of a breach of any of the terms of this Agreement; or
 - b. by Power Products or Reseller, without cause or liability, upon thirty (30) days' prior written notice to the other party.
10. Retail Unilateral Price Policy. Reseller acknowledges that it has been informed of Power Products' Retail Unilateral Price Policy ("RUPP") as it applies to the advertisement for sale of Power Products' Products from Resellers to End-Users in the United States. There is no agreement, express or implied, between Power

Products and Reseller with respect to the advertised or resale pricing of Products. If any director, officer, employee, representative, or other agent of Power Products tries to coerce Reseller to agree to the price at which Reseller advertises or resells Power Products' Products, such action shall be considered void, unauthorized, and without effect and Reseller shall promptly notify Power Products' Retail Unilateral Price Policy Coordinator at Unilateralpricingprogram@powerprodllc.com

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 representative 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. Power Products may amend any Schedule or information in this Agreement by providing notice to the Reseller, and any such amendment shall become effective immediately upon delivery of such notice.

12. Entire Agreement. This Agreement, the Schedules, and any additional terms and conditions mutually agreed upon in writing by the parties, set forth the entire understanding and agreement of the parties, and supersede any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement.

13. Law and Forum. This Agreement shall be deemed to have been entered into and fully performed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois 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 the State of Illinois, except that any judgment in any such action may be enforced in other jurisdictions by suit or in any other permitted manner.

Reseller: _____

Power Products, LLC

Signed by: _____

Signed by: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

