



## NORTH AMERICA AUTHORIZED ONLINE RESELLER AGREEMENT

This United Solutions Inc. Authorized Online Reseller Agreement executed between the parties (the "Agreement") is made by and between United Solutions Inc. with principal offices at 33 Patriots Circle, Leominster, MA 01453 ("United Solutions" or "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." The parties agree as follows:

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 North America (the "Territory") in Reseller's brick and mortar locations and solely on the Internet URL locations and Internet Marketplaces under seller names listed on their Internet Reseller Profile ("Authorized Websites") attached hereto as Schedule A and approved by Company.
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 United Solutions 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. United Solutions hereby expressly prohibits the Reseller from soliciting or consummating sales outside the Territory.
4. **Sales by Auction.** Sales by the Reseller of Product(s) by way of online auction are prohibited.
5. **Commingled Inventory.** Unless approved in writing by Company, Reseller shall not cause or allow the Products to be sold anywhere or in any manner, including a third-party Internet marketplace, where the Reseller is unable to certify that all Products purchased from Reseller are fulfilled with Products that the Reseller purchased from Company or a Company Authorized Distributor.
6. **Bundling.** Reseller shall not offer for sale any product bundles containing any Product(s) without prior written permission from Company.
7. **Liquidated Damages.** For each occasion that Reseller breaches Sections 1, 2, 3, 4, 5, or 6 of this Agreement by engaging in the unauthorized advertising, distribution, offering for sale, or sale of Products, in addition to all other remedies available to Company under this Agreement and at law, Reseller agrees to pay Company, as liquidated damages and not as a penalty, the greater of the following amounts: (i) the costs and fees associated with Company's investigation and enforcement regarding the unauthorized conduct, including, but not limited to, attorney's fees; or (ii) Five Hundred United States Dollars (\$500.00) per Product per unit of Product. The parties agree that these damages are not punitive.
8. **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 label or UPC code on any Product or its packaging;
  - e. only use those Product images, descriptions, logos, marketing banners, and video clips provided or authorized in writing by Company on any website, advertisement, sponsored link, or any other on-line marketing used, paid for, or associated with Reseller. Any marketing assets not provided by Company must be approved, in writing, by Company prior to use;
  - f. 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
  - g. conduct and maintain at all times its operation in compliance with all applicable Federal and State Laws and regulations, Distributor agrees not to engage in any unfair trade practices.

9. **Intellectual Property.**

- a. **Grant.** Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use trademarks, tradenames, product images, and/or marketing banners provided by Company in writing in the approved image or form provided by Company (the “Licensed IP”) for the sole purpose of advertising and promoting the sale of Products within the Territory to End-Users.
- b. **Restrictions and Limitations.**
- i. 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.
  - ii. 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.
  - iii. 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.

10. **Sales Practices.** Resellers shall conduct their business in a reasonable and ethical manner at all times and shall neither engage in any deceptive, misleading, or unethical practices or advertising at any time, nor make any warranties or representations concerning the products except as expressly authorized by Company. Resellers shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of Company products.

11. **Quality Controls.** Resellers shall comply with all quality control standards, including, but not limited to, advertising, storage, and shipping requirements, as announced from time to time by Company.

12. **Service.** Resellers shall provide the highest levels of customer service. Resellers and their sales personnel shall be familiar with all United Solutions products marketed for sale and must obtain sufficient product knowledge to advise customers on the selection of the products, as well as any applicable warranty, guarantee, or return policy.

13. **Product Packaging.** Resellers shall sell United Solutions products in their original packaging. Relabeling, repackaging, bundling and other alterations are not permitted without written permission from Company. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, or other identifying information on products or their packaging is prohibited. Resellers shall not remove, translate, or modify the contents of any label or literature on or accompanying the products.

14. **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.

15. **Termination.** United Solutions, 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 United Solutions IP on such websites shall be revoked. United Solutions 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 Internet.

16. **Buyback of Inventory.** After notice of termination, Reseller, if requested by United Solutions will (a) sell to United Solutions all of Reseller's saleable and encumbrance-free inventory of the Products chosen by United Solutions at the actual price paid or in lieu of any amount due and (b) ship such inventory as directed by United Solutions at United Solutions' expense.
17. **Availability of Injunctive Relief.** If there is a breach or threatened breach of the terms in Sections 1 (Authorization of Online Sales), 7 (Intellectual Property), or 14 (Termination) of this Agreement, it is agreed and understood that United Solutions 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 United Solutions 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 United Solutions' 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 Worcester County, Massachusetts for any action or proceeding for injunctive relief.
18. **Indemnification.** Except as otherwise provided herein, Reseller shall, and hereby does, indemnify, defend, save and hold harmless United Solutions, 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.
19. **Miscellaneous**
  - a. ***Modification.*** United Solutions reserves the right to update, amend or modify Schedule A of 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 United Solutions. 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 Massachusetts, without regard to its choice of law rules.
  - h. ***Confidentiality.*** This Agreement, and its attachments, if any, constitute confidential, proprietary information of United Solutions 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 United Solutions.
  - i. ***Survival.*** In addition to any provisions designed to survive termination, the following provisions shall survive the termination of this Agreement: Sections 7, 15, 16, 17, 18 and 19.

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- j. **Electronic Execution.** In accordance with the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 *et seq.* (“ESIGN”), the Personal Information Protection Electronic Documents Act, SC 2000, c. 5 (“PIPEDA”), the Uniform Electronic Commerce Act (“UECA”), and the Quebec Act to Establish a Legal Framework for Information Technology, SQ 2001, c. 32, the parties hereby agree they may execute this Agreement using electronic means including the use of electronic signatures by the parties, which the parties agree shall have the full force and legal effect as if the electronic signatures were traditional hand-written signatures. Reseller acknowledges that it has the ability to retain this Agreement either by printing or saving it.

Each signatory agrees that he or she has been authorized and has the authority to enter into the Agreement with an electronic signature on behalf of the applicable party and intends to sign this Agreement by applying his or her electronic signature as indicated.

The Parties have caused this United Solutions Authorized Online Reseller Agreement to be executed in their respective names by their duly authorized representatives.

**United Solutions Inc.**

**RESELLER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SCHEDULE A

**Internet Reseller Profile**

<b>Application for Website Approval</b>		
<b>Requested Websites:</b> Please identify all websites or mobile applications through which you wish to market for sale and sell United Solutions Products ( <i>one per line, exact spelling required</i> ). <i>Example: www.ABCStoreName.com</i> <i>Example: Amazon.com / Storefront name "ABC Store" / Merchant ID</i>	<b>United Solutions Use Only</b>	<b>United Solutions Use Only – Territories Approved In (If Applicable)</b>
1.	Δ Approved      Δ Declined	Δ USA    Δ Canada    Δ Both
2.	Δ Approved      Δ Declined	Δ USA    Δ Canada    Δ Both
3.	Δ Approved      Δ Declined	Δ USA    Δ Canada    Δ Both
4.	Δ Approved      Δ Declined	Δ USA    Δ Canada    Δ Both
5.	Δ Approved      Δ Declined	Δ USA    Δ Canada    Δ Both
6.	Δ Approved      Δ Declined	Δ USA    Δ Canada    Δ Both
7.	Δ Approved      Δ Declined	Δ USA    Δ Canada    Δ Both
8.	Δ Approved      Δ Declined	Δ USA    Δ Canada    Δ Both
9.	Δ Approved      Δ Declined	Δ USA    Δ Canada    Δ Both
10.	Δ Approved      Δ Declined	Δ USA    Δ Canada    Δ Both