



National Products Inc.
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Authorized Partner Agreement (“Agreement”):

Last updated: 10/10/2016

If “you” are accepted as an Authorized Partner by National Products Inc. (“RAM” or “NPI”), you understand and agree that you will be bound by the provisions of this Agreement and be required to comply with the NPI Policies (defined below) to continue as an Authorized Partner. You further understand and agree that NPI reserves the right to modify the terms and conditions of this Agreement and the Policies at any time and in its sole discretion. Any such modifications will be effective upon the earlier of your receipt of the modified Agreement or Policies, or their posting to the NPI Website, so you are responsible for regularly reviewing the Website. YOUR CONTINUED PERFORMANCE OF SERVICES AS AN AUTHORIZED PARTNER, INCLUDING YOUR PLACEMENT OF PRODUCT ORDERS AFTER THE EFFECTIVE DATE OF THE MODIFICATIONS TO THIS AGREEMENT OR THE POLICIES CONSTITUTES YOUR ACCEPTANCE OF SUCH MODIFICATIONS.

- 1. Definitions.** The following terms have the meanings specified below:
- a. “Authorized Distributor” means an NPI approved reseller of Products with the right to sell only to Authorized Resellers in the United States. An Authorized Distributor may also receive designation as an Authorized Reseller.
 - b. “Authorized Partner” means an Authorized Distributor, Authorized Reseller and/or any other party that is authorized by NPI to resell Products.
 - c. “Authorized Reseller” means an NPI approved reseller of Products with the right to sell Products only to Customers, and not to others who will resell unless authorized in writing by NPI.
 - d. “Customers” means (i) end users, whether or not the end users are the actual purchasers; and (ii) purchasers not purchasing the Products for resale.
 - e. “NPI Marks” means trademarks, service marks and names owned by or licensed to NPI.
 - f. “NPI Price Lists” means the then-current lists of prices for an Authorized Partner’s purchase of Products from NPI.
 - g. “NPI Products Lists” means the then-current lists of Products that an Authorized Partner is authorized by NPI to resell.
 - h. “NPI Website” means the NPI website found at the URL <http://www.rammount.com/>, where this Agreement and Policies are posted, as may be modified from time to time.
 - i. “Policies” means NPI’s then-current policies, practices and programs applicable to Authorized Partners that govern their performance, as may be updated periodically by NPI, which are incorporated herein by this reference.
 - j. “Products” means products now or previously on the NPI Products Lists that an Authorized Partner is authorized by NPI to resell as provided under this Agreement.

Appointment. Upon NPI’s acceptance of your application, NPI appoints you as a limited and nonexclusive Authorized Partner with the classification designated by NPI (e.g. Authorized Reseller, Authorized Distributor, or other approved status). By placing your order for the resale of Products, you agree to accept this appointment. This appointment is for the resale of Products within the United States. NPI may limit or restrict your right to resell the Products to specific locations and web sites.

Scope and Restrictions.

Authorized Resellers will only purchase Products from (i) an Authorized Distributor, or (ii) directly from NPI. NPI is not responsible or liable to you for any act or omission by any Authorized Distributor. You will sell Products to Customers at prices determined solely by you.

Authorized Distributors and other Authorized Partners (excluding Authorized Resellers) will only purchase Products from NPI. Upon written notice from NPI that an Authorized Reseller’s rights to sell Products has been terminated, the terminated Authorized Reseller may no longer purchase Products from an Authorized Distributor.

NPI reserves the right to remove or add Products from the NPI Products Lists, restrict or otherwise limit Products, and change the Policies and scope of an Authorized Partner’s authorization upon notice to the Authorized Partner. NPI reserves the right, in its sole discretion, to prohibit the sale of Products by an Authorized Distributor to any other party, including, without limitation, any Authorized Reseller.

Authorized Reseller will only sell Products to Customers, and not to other parties for resale. Authorized Resellers are expressly prohibited from selling in bulk to other business accounts for resale, distributors, wholesalers, drop shippers or other retailers.

Except as authorized in writing by NPI, no Authorized Partner will sell Products for export outside the United States, either directly or indirectly unless authorized in writing by NPI. Authorized Reseller will not sell products on or through any third-party site (Amazon, eBay, Newegg, etc.) without a written consent from NPI. NPI holds the right to revoke its consent at any time without an advance notice.

Authorized Partner Obligations.

All Authorized Partners, including Authorized Distributors and Authorized Resellers, must receive written approval from RAM in order to sell RAM Products through a third party website (e.g. Amazon, Ebay, Walmart, etc.) Authorized Partners desiring to sell through a third party website must submit a completed application to RAM. If Approved, RAM will then send a signed authorization form to you. An application is not required for an Authorized Partner to sell RAM products from its own website or at their physical store.

Unauthorized sales on third party websites will result in the termination of a party's right to sell RAM Products, without any prior warning or right to cure.

Authorized Distributors found to be linked to the unauthorized sale of RAM Products through a third party website will be subject to the same suspension steps set forth for violations of the MAP Policy.

Authorized Partners, even if approved to sell through third party website, may not participate in the "Fulfillment By Amazon (FBA)" program or similar programs whereby the Authorized Partner's RAM Product inventory is commingled with the inventory of other sellers of RAM Products. All Authorized Partners must terminate use of FBA by November 1st, 2016.

Authorized Partners that have been approved to sell on third party websites who are found to be participating in FBA after November 1st, 2016 will be subject to the same MAP violation suspension steps outlined in the MAP Policy.

These Requirements apply to all existing and future Authorized Partners, as that term is defined in the NPI Authorized Partner Agreement. Any terms that are not otherwise defined will have the meaning that is set forth in the Authorized Partner Agreement.

Confidentiality.

Authorized Partners shall not use NPI's Confidential Information (as defined below) only as authorized in this Agreement and to use diligent efforts, and at least the same degree of care that Authorized Partner uses to protect its own Confidential Information, to prevent unauthorized use, dissemination and disclosure of NPI's Confidential Information. Except as specified herein, Authorized Partner will not disclose any Confidential Information without the prior written consent of NPI, except as required by law or pursuant to the lawful request of a governmental agency. Authorized Partner agrees to notify NPI promptly prior to any disclosure required by law or pursuant to request of a governmental agency.

"Confidential Information" means (i) this Agreement; (ii) all information related to NPI's past, present or future business activities, including pricing, product and marketing plans, unless and until publicly disclosed; (iii) all information of a technical nature regarding the Products, including designs, drawings, manufacturing processes and procedures, trade secrets, specifications, schematics, mechanical and engineering drawings, and engineering documentation, except for any such information that is intended by NPI to be distributed or disclosed to Customers; (iv) any and all methods, algorithms, techniques and processes contained in or related to the software contained in the Products; (v) all non-public financial and administrative information concerning NPI; and (vi) any other information designated by NPI in writing as confidential or proprietary.

Confidential Information does not include any information that is: (i) publicly known at the time of disclosure or becomes so at a future date (otherwise than as a breach of this Agreement); (ii) already known to Authorized Partner at the time of disclosure and so identified by Authorized Partner in writing at the time of disclosure; or (iii) independently developed by Authorized Partner without use of Confidential Information.

Limited Warranty to Reseller. NPI may provide a specified warranty to the original Customer. Authorized Partners are not authorized to offer any other warranty or guarantee regarding Products on NPI's behalf, whether written or oral, without NPI's prior written consent. NPI MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS. NPI SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Marks. An Authorized Partner is permitted to use the NPI Marks and related designations solely for purposes of this Agreement. All use of the NPI Marks and designations must comply with NPI's then current Policies for use of NPI Marks. Authorized Partners have no rights with respect to the NPI Marks other than as expressly permitted by NPI and specifically may not utilize any of the NPI Marks in any other manner. An Authorized Partner will not use, or license others to use, the NPI Marks on or in connection with any goods or services other than the NPI Products.

Insurance. Authorized Partner will maintain a general liability group insurance policy, including coverage for premises liability, products, and completed operations. This policy will have limits of not less than one million dollars (\$1,000,000) per incident for bodily, personal injury or property damage, or one million dollars (\$1,000,000) in a combined single limit, and a Certificate of Insurance will be made available to NPI at its request

Indemnity.

NPI agrees to defend, hold harmless and indemnify an Authorized Partner against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Authorized Partner to the extent based on an allegation that: (i) the marketing or use of any Products sold by an Authorized Partner infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) a defective Product that directly caused death or personal injury; provided that Authorized Partner did not alter, modify, or otherwise change the Product giving rise to such claim.

Authorized Partner agrees to defend, hold harmless and indemnify NPI against any claim or threat of claim brought by a third party against NPI arising out of the acts or omissions of Authorized Partner, its employees or agents, excluding acts or omissions expressly required or proscribed by this Agreement.

If either party seeks indemnification pursuant to this section, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding.

Limitation of liability.

EXCLUDING INDEMNIFICATION OBLIGATIONS AND MISUSE OF TRADEMARKS, IN NO EVENT, SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING LOST OPPORTUNITIES OR LOST PROFITS).

IN NO EVENT WILL NPI BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS IN EXCESS OF THE TOTAL PURCHASE PRICE PAID BY YOU FOR THE PRODUCT (S) GIVING RISE TO SUCH DAMAGE OR LOSS.

YOU ACKNOWLEDGE THAT IN THE EVENT OF TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH THE TERMS HEREOF, YOU SHALL HAVE NO RIGHT TO DAMAGES OR INDEMNIFICATION OF ANY NATURE AS A RESULT OF SUCH TERMINATION, WHETHER BY WAY OF LOSS OF GOODWILL, FUTURE PROFITS, OR REVENUE, OR ON ACCOUNT OF EXPENDITURES, INVESTMENTS, OR OTHER COMMITMENTS MADE BY YOU, OR OTHERWISE.

Term and Termination.

The term of this Agreement will begin upon NPI's acceptance of you as an Authorized Partner and will continue until terminated pursuant to this Section 11.

This Agreement may be terminated as follows: (i) either party may terminate this Agreement at any time, with or without cause, on thirty (30) days' written notice of termination to the other party; and (ii) NPI may terminate this Agreement immediately and without any cure period if: (A) you fail to fully perform any obligation under this Agreement or violate any Policy, (B) you commit a felony or engage in any unlawful business practice, (C) your actions expose or threaten to expose NPI to any liability, obligation, or violation of law, or (D) you fail to maintain sufficient net worth and working capital to meet your obligations, have a receiver or trustee appointed, become insolvent or make an assignment for the benefit of creditors.

If either party gives notice of termination according to Section 11.b(i), then: (i) all unpaid NPI invoices will become due on the effective date of termination; (ii) NPI may refuse all or part of any orders received by NPI after the date of notice of termination and cancel any orders not yet shipped; and (iii) you will cease placing new orders for Products from NPI or any Authorized Distributor. In addition, if termination is in accordance with Section 11.b(ii),

all unpaid NPI invoices will become due on the effective date of termination.

Within ten (10) days after expiration or termination of this Agreement, Reseller will provide a list of all Products remaining in Reseller's inventory to NPI, and NPI reserves the first right to purchase such Products. If NPI purchases Products from you, the price will be determined by the parties. If NPI does not purchase Products remaining in your inventory, you may sell the Products solely to an Authorized Reseller, to an Authorized Distributor, or to a Customer. Furthermore, upon expiration or termination of this Agreement: (i) you will immediately cease use of the NPI Marks and any NPI designation; (ii) NPI will cancel all unshipped Product orders; and (iii) you shall return NPI's Confidential Information. Those sections that by their nature survive expiration or termination of this Agreement will survive expiration or termination.

Misc. Terms.

This Agreement is governed by Washington law, excluding its conflicts of law rules. The parties irrevocably submit to venue and exclusive personal jurisdiction in the federal and state courts in Seattle, King County, Washington, for any dispute arising out of these terms, and waive all objections to jurisdiction and venue of such courts.

Notices under this Agreement are sufficient if given by nationally recognized overnight courier service, certified mail (return receipt requested), facsimile or electronic notice (e.g. email), or personal delivery to: NPI, at Attn: President, 8410 Dallas Ave S. Seattle, WA 98108, and with respect to Authorized Partner, your last address submitted on file with NPI. Notice is effective: (i) when delivered personally, (ii) three business days after sending by certified mail, (iii) on the business day after sending by a nationally recognized courier service, or (iv) on the business day after sending by facsimile or other electronic notice to the sender. A party may change its notice address by giving notice in accordance with this section.

This Agreement, together with the Policies, constitute the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior and contemporaneous discussions, understandings, and agreements regarding such subject matter.

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

No waiver by either party of any right arising from a breach of this Agreement will be construed as a continuing waiver, nor will failure to assert a breach or enforce rights be deemed to waive that breach or right, or any other breach or right, then or in the future.

Your rights and obligations hereunder may not be assigned, delegated, or transferred in any manner without NPI's written consent. Any attempted assignment by you will be void.

Neither party may claim damages or terminate this Agreement because the other failed in or delayed performance (other than for payment of monies due) due to circumstances beyond its reasonable control, including but not limited to labor disputes, strikes, lockouts, shortages or inability to obtain labor, energy, components, raw materials or supplies, war, riot, epidemic, fire, flood, earthquake, acts of God, governmental action, or any other circumstance beyond the control of the non-performing party.

You are an independent contractor and not a legal representative or agent of NPI for any purpose whatsoever. You agree not to create any obligation on NPI's behalf. Nothing herein will be construed as creating any relationship such as employer-employee, principal-agent or franchisor-franchisee.

ANY PROVISION IN ANY PURCHASE ORDER FOR PRODUCTS THAT IS DIFFERENT FROM OR IN ADDITION TO TERMS OF THIS AGREEMENT, SHALL NOT BE BINDING UPON NPI UNLESS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY NPI.