



DYNOMIGHTY.

AUTHORIZED RESELLER AGREEMENT

Effective January 1st, 2019

CONTRACT BETWEEN Dynomighty Design, Inc. AND RESELLER

Wholesale pricing is provided by Dynomighty Designs, Inc. (“Dynomighty”) to “Reseller” based solely on Reseller’s compliance with Dynomighty’s Terms and Conditions contained in this document. This agreement applies to all products bearing the trademarks registered by Dynomighty which include but are not limited to DYNOMIGHTY®, Dynomighty®, and BE MIGHTY!® (“Products”). By applying for a Wholesale account and obtaining Products from Dynomighty at wholesale pricing, Reseller enters into a contract with Dynomighty that is governed by these Reseller Agreement Terms and Conditions.

_____ Initials

Dynomighty’s standard invoice terms and conditions shall apply to all Product purchases. Nothing contained in any purchase order or other correspondence between Dynomighty and Reseller will modify or add to these terms and conditions. We reserve the right to modify these terms and conditions at any time.

_____ Initials

Any Reseller failing to comply with this Resale Policy will face immediate termination of its account, revocation of its Authorized Reseller status, and/or further legal action. Violations of this Resale Policy or other Dynomighty’s policies may be reported to the Dynomighty’s corporate headquarters at 212-431-3005.

This version of the Resale Policy is effective as of January 1st, 2019 and supersedes all prior versions.

SECTION A - TERMS AND CONDITIONS OF AUTHORIZED RESELLER STATUS:

1. Subject to the Restrictions below, Reseller shall have a non-exclusive right to sell the Products via the Authorized Sales Channels stipulated below.

2. “**Authorized Sales Channels**” shall include: (i) Reseller’s own physical store locations; (ii) Reseller’s temporary storefronts at events and tradeshows; (iii) catalog and (iv) Reseller’s own website(s) which exist at the following URLs:

- _____
- _____

3. Any and all Resellers selling Dynomighty’s Products which have not signed a Dynomighty Reseller Agreement are classified as Unauthorized Resellers.

4. Distributors of Dynomighty are required to provide a signed Wholesale agreement from any Reseller selling Dynomighty Products. Unauthorized Resellers should not be sold to or provided a feed from any distributor whatsoever.

5. Reseller **SHALL NOT** promote, market, advertise, offer to sell or sell any Dynomighty’s Products on or through any online marketplace or auctions service including, but not limited to Amazon.com (.ca, .uk, .de, .fr, .it, .es), Ebay.com, Walmart.com, Jet.com, Buy.com, Craigslist.com, Newegg.com, Overstock.com, Rakuten.com, and Sears.com

6. Reselling Dynomighty’s Products on a website(s) that attempts to use Dynomighty’s trademarks (DYNOMIGHTY®,

Dynomighty®, BE MIGHTY!®) in whole or in part as the website domain is prohibited.

7. Reselling Dynomighty's Products on a website(s) that contains only Dynomighty® branded Products is prohibited.

8. All Products must be advertised for sale at the Minimum Advertised Price (MAP) or higher.

9. Dynomighty reserves the right to terminate existing business relationships or refuse to sell to Resellers who misrepresent information on the new account form.

10. If misrepresentation or fraud with regard to any aspect of the application is suspected, Dynomighty further reserves the right to retroactively charge the Reseller for any discounts applied on past invoices.

11. If required, Dynomighty can terminate the account without any possibility of reinstatement and require that all company inventory in Reseller's possession be returned within 7 business days following account termination.

12. Dynomighty reserves the right to pursue legal action against any individual or entity found guilty of violating the terms of the Reseller reseller agreement.

13. **IMPORTANT NOTE:** Dynomighty supports authorized sales of its Products (except for Internet Restricted Products); however, Dynomighty actively participates in the Amazon.com Brand Registry Program and similar programs to prevent the advertising and sale of unauthorized, unlicensed, infringing, and/or counterfeit merchandise. Any unauthorized sales of Dynomighty's Products on Amazon, eBay or other sites will be removed as they are discovered. Ads from online sellers offering any auctions or advertising sales will also be regularly removed or taken down.

SECTION B - PRODUCT QUALITY AND CUSTOMER CARE:

1. **Product Storage and Handling:** Resellers shall exercise due care in storing and handling the Products and shall store the Products in accordance with any directions on Product labels or other storage guidelines specified by Dynomighty from time to time.

2. **Product Inspection:** Promptly upon receipt of the Products, Reseller shall inspect the Products for damage, defect, evidence of tampering, or other non conformance (a "Defect"). If any Defect is identified, Reseller must not offer the Product for sale and must promptly report the Defect to Dynomighty at service@dynomighty.com or 212-431-3005.

3. **Product Packaging and Display:** Reseller shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted. 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. Reseller may not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Reseller shall not advertise, market, display, or demonstrate non-Dynomighty's Products together with the Products in a manner that would create the impression that the non-Dynomighty's Products are made by, endorsed by, or associated with Dynomighty.

4. **Intellectual Property:** Reseller is granted a limited, non-exclusive, non-transferable, revocable license to use the Dynomighty's brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property associated with the Products (the "Dynomighty IP") solely for the purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Reseller's status as an Reseller. Dynomighty reserves the right to review and approve, in its sole discretion, Reseller's use or intended use of the Dynomighty IP at any time, without limitation. Reseller acknowledges that it owns no right, title, or interest in any of the Dynomighty IP except as granted herein.

Liquidated Damages:

● Reseller agrees that any breach by Reseller of the Terms and Conditions set forth in this agreement will injure Dynomighty and its reputation and relationship with its other Resellers to an extent that will be difficult, if not impossible, to quantify.

● In view of the difficulty to quantify the damage to Dynamighty should Reseller breach any provisions of the terms and conditions of sale, Reseller agrees that Dynamighty shall be entitled to liquidated damages equal to Reseller's gross profits earned from the sale of Dynamighty Products using selling practices that are in violation of the terms of this agreement.

● Reseller and Dynamighty agree that the Liquidated Damages set forth in this section are in addition to any and all other remedies for breach of contract to which Dynamighty may be entitled under the applicable laws.

SECTION C - MINIMUM ADVERTISED PRICING POLICY (MAPP):

Dynamighty actively supports the advertising and promotion of its Products by its retailers through materials provided by Dynamighty at no or nominal cost. Given Dynamighty's strong reputation for providing consumers with high value Products and to further enhance Dynamighty's image and competitiveness in the marketplace, Dynamighty is instituting a MAP policy for all its Products, effective immediately. The MAP policy will apply to all U.S., Canadian, and European retailers and distributors.

1. The MAP for all Dynamighty's Products shall be listed in the current Wholesale Price List.
2. The MAP may be revised by Dynamighty at its sole discretion by providing no less than 7 days advance written notice communicating the changes in writing to all of its retailers and distributors without exception.
3. The MAP policy applies to all advertising of Dynamighty's Products in any and all media including, but not limited to, catalogs, flyers, posters, coupons, brochures, mailers, inserts, newspapers, websites, magazines, online, television, and radio.
4. The inclusion in advertising of "free" or "discounted" Products with a Product covered by the MAP policy would be considered a violation of the policy if it has the effect of discounting the advertised price below what is required by the MAPP.
5. Free shipping and/or handling, 0% sales tax, or free financing promotions do not violate the MAPP.
6. Pricing listed on any Internet site, regardless of whether it is an e-commerce site or not, is considered "advertised price" and must adhere to the MAPP.
7. Price matching policies are acceptable. Price matching cannot be used as a valid reason for violations of Dynamighty MAP Policy. Advertised price must always be at MAP or higher.
8. MAP applies only to advertised prices and does not apply to the price at which the Products are offered for sale or sold to individual consumers via personal communication channels like email or over the phone.
9. Dynamighty's MAPP does not establish maximum advertised prices therefore resellers of Dynamighty Products may sell any of its Products at any price in excess of the MAP established for those Products.
10. Dynamighty may, at its sole discretion, discontinue Products or engage in promotions with respect to certain Products. In these cases, Dynamighty reserves the right to modify or suspend the MAPP with respect to the affected Products by notifying all Resellers of such change.
11. Neither Dynamighty's sales personnel nor any other unauthorized employees has the authority to modify or grant exceptions to the MAPP. Please direct all questions or comments regarding the MAPP in writing to the policy administrator at:

MAPP Administrator, Dynamighty, Inc., 18 Bridge Street 4J Brooklyn, New York 11201

12. Dynamighty reserves the right to modify, suspend, or discontinue the MAP policy, in whole or in part, at its sole discretion and to communicate these changes to all its resellers in writing either by posting it on its website or via email.

SECTION D: FAILURE TO COMPLY WITH MAP POLICY

1. In the event a Reseller is found guilty of violating the MAPP, Dynamighty reserves the right to terminate the Reseller arrangement with no notice and require Reseller to return all Dynamighty Products in its possession immediately. Dynamighty will not entertain business relationships with individuals and entities whose actions compromise the perceived value of Dynamighty and its Products.
2. Dynamighty reserves the right to monitor the advertised price of its resellers either directly or via the use of monitoring services provided by third-party agencies. The policy administrator shall be solely responsible for determining whether a violation of the MAPP has occurred, communicating decisions regarding sanctions when the policy is violated to resellers, and reviewing any communication received from the reseller regarding action taken in response to the violation.

SECTION E: AUTHORIZED RESELLER WARRANTY AND LIMITATIONS

1. At Dynamighty, we are committed to the highest level of materials and workmanship. When purchased from an authorized Reseller, all our Products are 100% guaranteed against manufacturing and material defects. This Guarantee and subsequent warranty is extended only to the original end-use purchaser and shall not be extended or transferred to any other person or transferee. All Dynamighty's Products purchased from an authorized Reseller are guaranteed for a period of one year from the date of purchase. Items will be replaced at the discretion of Dynamighty. If a replacement Product is unavailable or discontinued, a comparable Product will be substituted.
2. This warranty does not cover defects or damage arising from improper use or maintenance, accident or external causes. Unauthorized use of your Product voids this warranty.
3. When Dynamighty has deemed it necessary to provide a replacement, Dynamighty will cover return shipping to all addresses within the United States. For international orders, customers will be responsible for all shipping charges. All Products covered under warranty will be replaced free of charge.

By signing below:

- I acknowledge that I have read, understood, and agree to abide by the terms and conditions governing the sale of Dynamighty Products as detailed in this agreement.
- I understand that any fraud or misrepresentation with regard to any aspect of the wholesale application can result in the rejection of the application or termination of the account with no possibility of reconsideration or reinstatement.

Name of Business: _____

Designation / Job Title: _____

Printed Name: _____

Signature: _____

Date: ____ / ____ / ____