



Dear Distributor,

To protect our brands and authorized distribution channels, Tender Corporation dba Adventure Ready Brands (“Adventure Ready Brands”) is implementing a U.S. Authorized Seller Program, effective June 9, 2022. The Authorized Seller Program will apply to the brands and product lines identified on <https://www.adventurereadybrands.com/> (the “Products”).

Among other benefits, our Authorized Seller Program ensures that sellers of the Products understand and take the steps necessary to ensure product quality and provide the excellent customer service that is integral to the reputation of our brands. In addition, our Authorized Seller Program will assist us in identifying and taking action against unauthorized sellers that are harming you, your customers, and end users through the sale of damaged, opened, previously-used, and otherwise low-quality or diverted Products.

Your obligations under our Authorized Seller Program are in the attached **Adventure Ready Brands Authorized Distributor Policy**, and its key points are below:

- **Authorized Customers:** You are authorized to sell the Products only to customers which are classified as “Authorized Resellers.” For your reselling customers to become and remain an Authorized Reseller, they will be required to abide by Adventure Ready Brands’ **Authorized Reseller Policy**.
- **Online Sales:** You are not permitted to sell the Products on any publicly accessible website without Adventure Ready Brands’ prior written consent. You may use an online order portal to facilitate orders from your Authorized Reseller customers, provided those customers have an account and log in to view Product listings and pricing.
- **Product Quality and Customer Satisfaction:** The Authorized Distributor Policy outlines our expectations for the service you will provide to your customers and the steps you must take to maintain the quality of the Products until they reach end users.

The Authorized Distributor Policy directs you to forward the Authorized Reseller Policy to your reseller customers. We have attached an Authorized Reseller Packet for your convenience. Please forward a copy of the attached Authorized Reseller Packet to each of your reseller customers as soon as possible.

Thank you for your careful attention to the Authorized Distributor Policy and for your continued support of Adventure Ready Brands and our Products. If you have any questions, please contact sales@adventurereadybrands.com.

Sincerely,

Adventure Ready Brands



**ADVENTURE READY BRANDS AUTHORIZED DISTRIBUTOR POLICY
FOR THE UNITED STATES
Effective Date: June 9, 2022**

This Adventure Ready Brands Authorized Distributor Policy for the United States (“Distributor Policy”) is issued by Tender Corporation dba Adventure Ready Brands (“Adventure Ready Brands”) and applies to Authorized Distributors of Adventure Ready Brands products¹ (“Product(s)”) in the United States of America. By purchasing Products from Adventure Ready Brands for distribution to Authorized Resellers (as defined below), you (“Distributor”) agree to adhere to the following terms. This Distributor Policy supplements any then-current wholesaler or distribution agreement between you and Adventure Ready Brands and supersedes any Retailer Distributor Agreement you may have on Adventure Ready Brands’ terms. Until such status is otherwise revoked by Adventure Ready Brands in Adventure Ready Brands’ sole and absolute discretion, Distributor shall be considered an “Authorized Distributor.” Adventure Ready Brands may review Distributor’s activities for compliance with this Distributor Policy, and Distributor agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Distributor’s facilities and records related to the sale of the Products.

1. **Authorized Customers.**

(a) Distributor is authorized to sell Products only to Authorized Resellers in the United States of America. An “Authorized Reseller” is an individual or business entity that:

- (i) purchases Products from Adventure Ready Brands or an Adventure Ready Brands Authorized Distributor and resells the Products as part of a commercial enterprise;
- (ii) has received and abides by the Adventure Ready Brands Authorized Reseller Policy for the United States (“Reseller Policy”); and
- (iii) has not had its Authorized Reseller status revoked by Adventure Ready Brands or been identified by Adventure Ready Brands as ineligible to become an Authorized Reseller.

(b) If any customer or prospective customer of Distributor is not yet an Authorized Reseller, Distributor shall immediately provide the Reseller Policy to such customer/prospective customer. If such customer/prospective customer accepts the terms in the Reseller Policy, Distributor may thereafter sell Products to such customer, which shall thereafter be an Authorized Reseller unless and until Adventure Ready Brands revokes such status. Authorized Resellers are determined by Adventure Ready Brands in its sole discretion.

(c) Notwithstanding anything to the contrary in this Distributor Policy, Distributor shall not sell Products to any entity that operates a third-party marketplace website, including, but not limited to, Amazon, Walmart, or Target.

(d) Distributor shall not sell Products to End Users without Adventure Ready Brands’ prior written consent. An “End User” is any purchaser of the Products who is the ultimate user of the Products and who does not intend to resell the Products to any third party.

(e) Distributor shall cease or suspend sales to any customer promptly upon request of Adventure Ready Brands.

(f) Distributor shall not sell, ship, or promote the Products outside of the United States of America or to anyone Distributor knows or has reason to know intends to sell, ship, or promote the Products outside of the United States of America without Adventure Ready Brands’ prior written consent.

¹ Adventure Ready Brand products include the brands and product lines identified on <https://www.adventurereadybrands.com/>.

(g) Distributor shall distribute policies, updates to policies, Product information, educational materials, and other information to its Authorized Reseller customers as requested by Adventure Ready Brands from time to time.

2. **Online Sales.** Distributor shall not offer for sale or sell the Products on or through any Publicly Accessible Website without the prior written consent of Adventure Ready Brands.

(a) A “Publicly Accessible Website” is a website, online marketplace, mobile application, or other online forum that advertises Products or offers Products for sale and displays Product pricing information in a location that can be viewed by a prospective customer without creating an account and logging in.

(b) **All third-party online marketplace websites (including, but not limited to, Amazon, eBay, Target+, and Walmart Marketplace) are Publicly Accessible Websites. Sales on these websites are prohibited without Adventure Ready Brands’ prior written consent.**

(c) A website operated by Distributor to facilitate orders from Authorized Resellers that requires the Authorized Reseller to obtain an account and log in to view Product listings and pricing information is not considered a Publicly Accessible Website.

(d) The terms of this Distributor Policy supersede any prior agreement between Adventure Ready Brands and Distributor regarding the sale of the Products online. Any authorization previously granted to Distributor by Adventure Ready Brands to sell the Products on or through a website, mobile application, or other online forum is hereby revoked.

3. **Sales Practices.** Distributor shall conduct its business in a reasonable and ethical manner at all times and shall not engage in any deceptive, misleading, or unethical practices or advertising at any time. Distributor shall not make any warranties or representations concerning the Products except as expressly authorized by Adventure Ready Brands. Distributor shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Distributor’s business and/or (b) related to the marketing and sale of the Products. Distributor shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Adventure Ready Brands or the Products. Distributor shall not advertise Products not carried in inventory.

4. **Product Care, Customer Service, and Other Quality Controls.** Distributor shall comply with the Adventure Ready Brands Product Care, Customer Service, and Other Quality Controls, attached as Exhibit A, as Adventure Ready Brands may amend from time to time.

5. **Intellectual Property.**

(a) Distributor acknowledges and agrees that Adventure Ready Brands or its licensors own all proprietary rights in and to the Adventure Ready Brands, Adventure Medical Kits, After Bite, Ben’s Counter Assault, The Itch Eraser, Natrapel, S.O.L Survive Outdoors Longer, Easy Care First Aid, Ready 4, and RapidPure brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products, as well as those any brands later acquired by Adventure Ready Brands and other brands in which Adventure Ready Brands has the necessary rights to sublicense to Distributor (the “Adventure Ready Brands IP”). Distributor is granted a limited, non-exclusive, non-transferable, revocable license to use the Adventure Ready Brands IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Distributor’s status as an Authorized Distributor. All goodwill arising from Distributor’s use of the Adventure Ready Brands IP shall inure solely to the benefit of Adventure Ready Brands or its licensors.

(b) Distributor’s use of the Adventure Ready Brands IP shall be in accordance with any guidelines that may be provided by Adventure Ready Brands, including but not limited to the Adventure Ready Brands IP Use Requirements, attached as Exhibit B as Adventure Ready Brands may amend from time to time. Adventure Ready Brands reserves the right to review and approve, in its sole discretion, Distributor’s use or intended use of the Adventure Ready Brands IP at any time, without limitation.

6. **Termination.** Adventure Ready Brands reserves the right to terminate Distributor's status as an Authorized Distributor with written or electronic notice. Upon termination of Distributor's status as an Authorized Distributor, Distributor shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Distributor is an Authorized Distributor of Adventure Ready Brands Products or has any affiliation whatsoever with Adventure Ready Brands; and (iii) using all Adventure Ready Brands IP.

7. **Modification.** Adventure Ready Brands reserves the right to update, amend, or modify this Distributor Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Distributor's continued use, advertising, offering for sale, or sale of the Products, use of the Adventure Ready Brands IP, or use of any other information or materials provided by Adventure Ready Brands to Distributor will be deemed Distributor's acceptance of the amendments.

8. **Confidentiality.** This Distributor Policy, and its attachments constitute confidential, proprietary information of Adventure Ready Brands 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 Adventure Ready Brands.

EXHIBIT A**ADVENTURE READY BRANDS
PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS**

1. Comply with all instructions provided by Adventure Ready Brands regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Store Products in a cool, dry place, away from direct sunlight.
2. Sell Products with their original labels, tags and/or associated literature, and in original retail packaging (if any). Relabeling, repackaging (including the separation of paired or bundled Products or the pairing or bundling of Products without Adventure Ready Brands' separate authorization), and other alterations to Products or their packaging, tags and/or associated literature are not permitted.
3. Do not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Do not tamper with, deface, or otherwise alter any serial number, UPC code, batch or lot code, or other identifying information on Products or their packaging.
4. Do not resell any Product that has been returned opened or repackaged.
5. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a "Defect"). If any Defect is identified, do not offer the Product for sale and promptly report the Defect to Adventure Ready Brands at cs@adventurereadybrands.com.
6. For Products bearing expiration dates, inspect such inventory regularly for expired or soon-to-be expired Products and do not sell any Products that are expired. Destroy or dispose of expired Products in accordance with instructions provided by Adventure Ready Brands and applicable law.
7. Be familiar with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. Be available to respond to customer questions and concerns both before and after sale of the Products and respond to customer inquiries promptly.
8. Except for a drop-shipment arrangement with Adventure Ready Brands whereby Adventure Ready Brands or an Adventure Ready Brands-approved third party ships Products on your behalf to customers who order Products, under no circumstances permit orders to be fulfilled in any way that results in the shipped Product coming from inventory other than your own.
9. Ensure that any third-party logistics provider engaged to store inventory of or fulfill orders for the Products is aware of and complies with all Product quality controls and customer service standards described herein or otherwise conveyed by Adventure Ready Brands. Ensure that any such third-party logistics provider stores all inventory of Products segregated by seller such that no Products provided to the third-party logistics provider are commingled with those owned by any third party. Adventure Ready Brands reserves the right to request additional information regarding the use of third-party logistics providers and prompt provision of such information to Adventure Ready Brands is required. Cooperate with Adventure Ready Brands in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.
10. Cooperate with Adventure Ready Brands with respect to any Product tracking systems that may be implemented from time to time, and in any event maintain lot traceability on all Products sold.
11. Cooperate with Adventure Ready Brands with respect to any Product recall or other consumer safety information dissemination efforts.
12. Implement commercially reasonable loss prevention and anti-diversion measures.
13. Report to Adventure Ready Brands any customer complaint or adverse claim regarding the Products and assist Adventure Ready Brands in investigating any such complaints or adverse claims.
14. Cooperate with Adventure Ready Brands in the investigation and resolution of any quality or customer service issues related to the sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

EXHIBIT B

ADVENTURE READY BRANDS IP USE REQUIREMENTS

1. Use of Adventure Ready Brands IP must be commercially reasonable as to the size, placement, and other manners of use.
2. In marketing the Products, only use images of Products either supplied by or authorized by Adventure Ready Brands and ensure that all Product images and descriptions are accurate and up to date.
3. Do not create, register, or use any brands, trademarks, business entities or seller names, domain name, social media screenname, email addresses, or mobile application name that contains any Product name or any trademark owned by or licensed to Adventure Ready Brands, nor a misspelling or confusingly similar variation of any Product name or any trademark owned by or licensed to Adventure Ready Brands.
4. Do not alter, add to, or remove any Adventure Ready Brands IP that is applied to the Products or packaging.
5. Do not create images that incorporate images that are included in the license granted herein, and do not create derivative works of any such images.