



Dear Retailer,

To protect our brands and authorized distribution channels, Tender Corporation dba Adventure Ready Brands (“Adventure Ready Brands”) is implementing a Canadian 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 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 Retailer Policy**, and its key points are below:

- **Authorized Customers:** You are authorized to sell the Products solely to end users and not to those who intend to resell the Products. You are only authorized to sell the Products in Canada.
- **Online Sales:** You are authorized to sell the Products on your own, proprietary website, subject to Adventure Ready Brands’ **Online Sales Guidelines** (attached as an exhibit to the Authorized Retailer Policy). You are **not** authorized to sell the Products as a third-party seller on marketplace websites such as Amazon, eBay, and Walmart Marketplace.
- **Product Quality and Customer Satisfaction:** The Authorized Retailer 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.

Thank you for your careful attention to the Authorized Retailer 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 RETAILER POLICY
FOR CANADA**

Effective Date: June 9, 2022

This Adventure Ready Brands Authorized Retailer Policy for Canada ("Retailer Policy") is issued by Tender Corporation dba Adventure Ready Brands ("Adventure Ready Brands") and applies to Authorized Retailers of Adventure Ready Brands products¹ ("Product(s)") in Canada. By purchasing Products from Adventure Ready Brands for resale to End Users (as defined below), you ("Retailer") agree to adhere to the following terms. This Retailer Policy supplements any then-current retailer 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, Retailer shall be considered an "Authorized Retailer." Adventure Ready Brands may review Retailer's activities for compliance with this Retailer Policy, and Retailer agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of Retailer's facilities and records related to the sale of the Products.

1. **Authorized Customers.** Retailer is authorized to sell Products only to End Users in Canada. 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. Retailer shall not sell or transfer Products to any person or entity Retailer knows or has reason to know intends to resell the Products. Retailer shall not sell, ship, or promote the Products outside Canada without Adventure Ready Brands' prior written consent.

2. **Online Sales.**

(a) Retailer is authorized to offer for sale and sell Products through Permissible Public Websites in accordance with the terms herein. A "Permissible Public Website" is a website or mobile application that:

- (i) is operated by Retailer in Retailer's legal name or registered business name or trade name;
- (ii) is not a third-party storefront on an online marketplace (including, but not limited to, Amazon, eBay, and Walmart Marketplace); and
- (iii) is operated in compliance with the terms and conditions set forth in the Adventure Ready Brands Online Sales Guidelines, attached as Exhibit A, as Adventure Ready Brands may amend from time to time.

(b) **Retailer shall not offer for sale or sell Products on or through any website, online marketplace, mobile application, or other online forum other than a Permissible Public Website without the prior written consent of Adventure Ready Brands.**

(c) Adventure Ready Brands reserves the right to terminate, at any time and in its sole discretion, its approval for Retailer to market and sell Products on the Permissible Public Websites, and Retailer must cease all such marketing and sales on the Permissible Public Websites immediately upon notice of such termination. The terms of this Retailer Policy supersede any prior agreement between Adventure Ready Brands and Retailer regarding the sale of the Products online. Any authorization previously granted to Retailer by Adventure Ready Brands to sell the Products on or through a website, mobile application, or other online forum is revoked.

3. **Sales Practices.** Retailer 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. Retailer shall not make any warranties or representations concerning the Products except as expressly authorized by Adventure Ready Brands. Retailer shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Retailer's

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

business and/or (b) related to the marketing and sale of the Products. Retailer 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. Retailer shall not advertise Products not carried in inventory.

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

5. **Intellectual Property.**

(a) Retailer 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 any brands later acquired by Adventure Ready Brands and other brands in which Adventure Ready Brands has the necessary rights to sublicense to Retailer (the "Adventure Ready Brands IP"). Retailer 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 Retailer's status as an Authorized Retailer. All goodwill arising from Retailer's use of the Adventure Ready Brands IP shall inure solely to the benefit of Adventure Ready Brands or its licensors.

(b) Retailer'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 C as Adventure Ready Brands may amend from time to time. Adventure Ready Brands reserves the right to review and approve, in its sole discretion, Retailer'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 Retailer's status as an Authorized Retailer with written or electronic notice. Upon termination of a Retailer's status as an Authorized Retailer, Retailer shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Retailer is an Authorized Retailer 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 Retailer Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Retailer'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 Retailer will be deemed Retailer's acceptance of the amendments.

8. **Confidentiality.** This Retailer 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.

9. **Language.** The parties hereto confirm that it is their wish that this policy as well as other documents relating hereto, including notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette politique de même que tous les documents, y compris tous avis, s'y rattachant, soient rédigés en langue anglaise seulement.

EXHIBIT A**ADVENTURE READY BRANDS ONLINE SALES GUIDELINES**

1. The Permissible Public Websites must not give the appearance that they are operated by Adventure Ready Brands or any third party.
2. Anonymous sales are prohibited. Retailer's full legal name or registered business name or trade name, mailing address, email address, and telephone contact must be stated conspicuously on the Permissible Public Websites and must be included with any shipment of Products from the Permissible Public Websites or in an order confirmation email sent at the time of purchase.
3. At Adventure Ready Brands' request, Retailer will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Permissible Public Websites.
4. The Permissible Public Websites shall have a mechanism for receiving customer feedback, and Retailer shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Retailer agrees to provide copies of any information related to customer feedback (including any responses to customers) regarding the Products to Adventure Ready Brands for review upon request. All such copies of information provided to Adventure Ready Brands shall be clear of any personally identifiable information relating to consumers prior to transmission. Retailer agrees to cooperate with Adventure Ready Brands in the investigation of any negative online review associated with Retailer's sale of the Products and to use reasonable efforts to resolve any such reviews. Retailer shall maintain all records related to customer feedback for a period of one (1) year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed as a request to Retailer to disclose personally identifiable information about its customers to Adventure Ready Brands.
5. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, anti-spam, and data security laws, regulations and industry standards, including, but not limited to, the Personal Information Protection and Electronic Documents Act (Canada), S.C. 2000, c. 5 and similar provincial privacy legislation, Canada's Anti-Spam Legislation, S.C. 2010, c. 23 ("CASL") and the Payment Card Industry Data Security Standard ("PCI DSS"), including without limitation all notice, consent and unsubscribe obligations thereunder. Retailer shall maintain and make available on the Permissible Public Websites detailed privacy policies that accurately describe its personal information practices and will remain in compliance with its privacy policies and the requirements of any contract to which it is a party. So long as Retailer retains authorization to sell Products on the Permissible Public Websites, Retailer will maintain a comprehensive written information security governance program, which will include reasonable and appropriate physical, administrative and technological controls designed to prevent the unauthorized access to, use, disclosure, destruction, or loss of personal information in Retailer's custody and control. Retailer will not send or cause or permit to be sent any commercial electronic messages or install or cause to be installed any mobile applications or other computer programs, as such terms are defined under CASL, on behalf of Adventure Ready Brands. Retailer will solely be responsible for all commercial electronic messages sent in connection with this Retailer Policy.
6. Retailer shall be responsible for all fulfillment to its customers who order Products through Permissible Public Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.

EXHIBIT B**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 except as directed or authorized by Adventure Ready Brands. 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 (including orders through the Permissible Public Website(s)), 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 in Canada such documents and records (and for such period of time) as may be required by applicable law to ensure lot traceability on all Products sold in the event of a product recall or safety incident.
11. If any regulatory authority issues a recall or takes similar action in connection with the Products, or if Adventure Ready Brands determines that an event, incident or circumstance has occurred which requires a recall or market withdrawal of the Products, Adventure Ready Brands shall advise you. Adventure Ready Brands shall have the right to control and manage any Product recall. Cooperate fully with Adventure Ready Brands in the event of a

Product recall or any consumer safety information dissemination efforts. Provide Adventure Ready Brands with information regarding sales of the Products when requested by Adventure Ready Brands, at no charge, and in the case of information requested in connection with a recall of any Product within twenty-four (24) hours. In the event of a recall, you, shall pay all costs and expenses you incur resulting from such recall and to the extent that the recall arises out of or results from your negligence, you shall also be responsible for the expenses and costs incurred by Adventure Ready Brands in respect of such recall.

12. Implement commercially reasonable loss prevention and anti-diversion measures.

13. Promptly report to Adventure Ready Brands (within 48 hours or such shorter period as may be required by applicable law) any customer complaint or adverse claim regarding the Products of which you become aware. In the event the customer complaint or adverse claim relates to an incident or occurrence that resulted or may reasonably have been expected to result in serious injury to an individual or serious adverse effect on an individual's health (including, without limitation, if such complaint or adverse claim relates to incorrect or insufficient labelling instructions or the lack of a label or instructions), immediately report such complaint or adverse claim to Adventure Ready Brands. Cooperate fully with Adventure Ready Brands and assist Adventure Ready Brands in investigating all complaints or adverse claims regarding the Products. As between you and Adventure Ready Brands, Adventure Ready Brands shall have the sole authority to correspond with regulatory authorities with respect to complaints or adverse claims regarding the Products.

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 C

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.