



CHUMS INC. AUTHORIZED DEALER AGREEMENT

Chums Inc. ("CHUMS") and Dealer (terms defined below) agree Dealer is appointed as a Nonexclusive Authorized Dealer during the Term subject to the following:

1. Purchase From CHUMS or Authorized Distributors Only, Sell to End Users Only. Dealer (a) must purchase CHUMS products only from CHUMS (b) may not sell the Products to anyone for resale.
2. Sell Through Pre-Approved Online Channels Only. Dealer may sell the Products through online channels as approved by CHUMS. Dealer may not sell the Products on any 3rd Party Marketplaces including, but not limited to, Amazon.com, Walmart.com and eBay.com.
3. Use and Protection of CHUMS Intellectual Property. Dealer may use CHUMS IP as permitted by CHUMS and will refrain from challenging the rights claimed by CHUMS in the CHUMS IP or assisting any others in doing so.
4. Compliance with Laws and CHUMS Policies. Dealer will not take any action detrimental to the reputation or integrity of CHUMS or the Products. Dealer must comply with (a) all laws and all CHUMS Policies (except where mandatory compliance is not required) and (b) CHUMS requests relating to any law, regulation or recall of the Products. Dealer acknowledges that it has reviewed and understands the CHUMS unilateral minimum advertised price policy ("MAP Policy").
5. Modification of CHUMS Policies and Approvals. At any time and without prior notice, CHUMS may modify any of the CHUMS Policies and rescind any of the approvals provided by CHUMS, with each such modification or rescission becoming effective immediately or as designated by CHUMS.
6. Termination of Agreement. Either Dealer or CHUMS may terminate this Agreement, with or without cause, effective thirty (30) days after receipt of notice or, in the case of a material breach, effective the date designated in such notice, but no sooner than the date of such receipt. Upon termination, Dealer shall cease use of all CHUMS IP, except as necessary to sell Dealer's then-current inventory of the Products.
7. Buyback of Inventory. After notice of termination, Dealer, if requested by CHUMS, will (a) sell to CHUMS all of Dealer's saleable and encumbrance-free inventory of the Products chosen by CHUMS at the actual price paid or in lieu of any amount due and (b) ship such inventory as directed by CHUMS at CHUMS's expense.

8. Miscellaneous Items. Assignment of this Agreement by Dealer without the prior written consent of CHUMS is void. The relationship between the Parties is that of independent contractors, and Dealer shall have no authority to bind CHUMS. The CHUMS Documents shall be governed by and interpreted under Colorado law without regard to that state's conflicts of laws provisions, and all disputes shall be litigated as a bench trial in federal court in Salt Lake City, Utah or state court in Salt Lake City, Utah. Sections 1 through 9 of this Agreement survive its termination. The CHUMS Documents, as modified from time to time, constitute the entire understanding of the Parties and supersede all agreements and representations between the Parties, either oral or written, and are not subject to any rule of strict construction. In the event of any conflict between the CHUMS Policies and this Agreement, the CHUMS Policies will control. CHUMS's interpretation of the CHUMS Documents governs. No failure by CHUMS to exercise any right(s) under the CHUMS Documents will constitute a waiver or limit any enforcement. Dealer agrees that CHUMS and the CHUMS Distributors may without liability cancel any pending orders (even if accepted) from Dealer and refuse to accept any new orders from Dealer. Each notice described in this Agreement must be in writing and is considered effective when received or refused (whether posted on a CHUMS website or sent via mail, email, courier, fax, bike messenger, or otherwise). Purchase order or other provisions from Dealer inconsistent with the CHUMS Documents are deemed stricken, unless expressly adopted in a written supplement signed by the Parties.

9. Definitions. For purposes of this Agreement: (a) "CHUMS Distributors" means resellers authorized by CHUMS to sell to Dealer; (b) the "CHUMS Documents" means this Agreement and the CHUMS Policies; (c) "CHUMS IP" means any or all of the patents, designs, trademarks, service marks, trade names, commercial symbols, copyrights, data, data bases, market information, trade secrets and confidential information in which CHUMS claims rights; (d) "CHUMS Policies" means collectively the then-current versions of the announcements issued or made available electronically or otherwise by CHUMS and labeled as policies, price lists or terms of sale or otherwise designated as policies by CHUMS; (e) "Nonexclusive Authorized Dealer" means that Dealer is authorized to buy and sell the Products under the terms of the CHUMS Documents; (f) the "Parties" means the Dealer and CHUMS; (g) the "Products" means those CHUMS products made available to Dealer by CHUMS or the CHUMS Distributors; and (h) the "Term" means the period from the Effective Date until this Agreement is terminated.

Name and Signature

Date