

## RESELLER AGREEMENT

This Reseller Agreement ("Agreement") is entered into and effective as of the date of last signature by and between Geissele Automatics, Inc., a Pennsylvania corporation (together with all affiliates, including Geissele Automatics, LLC, a Pennsylvania Limited Liability Company), having a principal place of business at 800 North Wales Rd., North Wales, PA, 19454, ("Geissele") and \_\_\_\_\_ having a principal place of business at \_\_\_\_\_

(Address)

### "DO NOT SELL" LIST

As an authorized reseller of Geissele products, Company agrees that it will not sell to any entities identified on the "Do Not Sell" list that Geissele will provide to you from time to time. The last-published "Do Not Sell" list will remain in effect unless and until Geissele notifies you in writing of any changes. Additionally, Company is hereby informed that all Geissele products and advertisements are covered in whole or in part by Geissele Intellectual Property (IP), including patents, trademarks, trade dress and copyrights. All Geissele IP is owned and/or exclusively licensed to Geissele. As an authorized reseller of Geissele products, Company only has the right to use this IP as a non-exclusive sub-licensee to sell, offer for sale, advertise or otherwise market Geissele products. Any other use of Geissele IP will be deemed an infringement.

### MINIMUM PURCHASE ORDER

For Tier 1 pricing Company must place an initial trial/T&E order of \$10,000. Once an initial order is filled, in order to retain Tier 1 status and enjoy Tier 1 pricing, Company must place orders with a minimum purchase price of \$2,500 (calculated at Tier 1 prices). Tier 2 pricing Company may place an initial trial/T&E order of any size. Once an initial order is filled, in order to retain Tier 2 status and enjoy Tier 2 pricing, Company must place orders with a minimum purchase price of \$500 (calculated at Tier 2 prices). For Tier 3 pricing Company may place an initial trial/T&E order of any size and there is no minimum order required for each order thereafter.

### MAP PRICING

Company agrees to sell Geissele products for no less than the Minimum Advertised Price (MAP), as specified on the current Reseller Order Worksheet(s), except on certain dates that Geissele identifies in advance in writing (i.e., dates on which sales below MAP will be permitted). Promotional plans that include the use of discount codes or any method of lowering the final price of Geissele products to below MAP is prohibited, except on the above-referenced dates on which sales below MAP will be permitted. Bundling with other products, offering free shipping and including promotional items is permissible, provided that the price of the bundle is not less than the combined retail prices of individual Geissele product(s) that are in the bundle.

### ADVERTISING REQUIREMENTS

Company agrees to NOT advertise Geissele products in close proximity to (e.g., side by side with) products commercialized by another entity other than ALG or Abraham & Moses. Company also agrees that all Company advertisements showing Geissele products and/ or Geissele trademark must have a margin of at least 1 inch from the outermost edge of the depicted product and/ or trademark to clearly separate the Geissele product from any text or images not related to the Geissele product.

### AUCTIONS

Geissele discourages the sale of its products on eBay or similar auction websites. However, such sales are permissible, provided the products are sold for not less than retail price in a "Buy It Now" or similar transaction.

### COMPLIANCE WITH U.S. EXPORT LAWS: RESTRICTED PRODUCT SALES

Exports of Geissele products may be subject to the export laws of the United States, including the United States International Traffic in Arms Regulations (ITAR), the Export Administration Regulations, the Export Administration Act, the Trading with the Enemy Act, and the International Emergency Economic Powers Act. Company shall not export, re-export, disclose or transfer any Geissele product without compliance with these and any other applicable laws and regulations. Company acknowledges that the acquisition, possession, transfer and export of certain Geissele products are subject to various Governmental Requirements. Company agrees that it will abide by all laws and regulations concerning any restricted product.

This Agreement consists of this document, its Reseller Order Worksheet and the instruments and documents to the extent described or referenced herein and therein (all of which by this reference are incorporated into and made a part of this Agreement) and constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous understandings, relating to its subject matter. This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitutes but one and the same instrument. The individual executing this Agreement on behalf of Company represents and warrants to Geissele Automatics that he or she has been duly authorized by Company and applicable law to execute this Agreement on behalf of Company, and that Company is identified below by its full legal name (which, if an entity, appears on its instrument of formation).

As of the day cited below, the Party enters into the Agreement as evidenced by the signature of their respective duly authorized representative below.

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_