



Authorized Dealer Application and Agreement

Strider Sports International, Inc. (SSI) of Rapid City, SD is making an important decision when issuing Authorized Dealer status to a reseller who wishes to join SSI's national network of dealers and sell SSI's quality products. Please provide the following information and confirm your understanding and agreement to the Terms and Conditions below:

Legal business name: _____(Reseller)

DBA, if used: _____

Contact person (if different): _____

Phone: _____ Fax: _____

E-mail for shipping/invoices: _____

E-mail for promos & news: _____

Bill-to address (Address for credit card): _____

Ship-to address (if different): _____

Please list ALL identities used for online sales websites: _____

How did you hear about STRIDER bikes? _____

What percentage of your sales will be from online? _____

Do you want to be listed on the StriderBikes.com Store Locator? Yes / No

If yes, what address? _____

Have you sold STRIDER Bikes in the past? If yes, who did you purchase from? _____

If you are a bicycle/motorcycle dealer, what brands do you carry? _____

Do you carry any other balance bikes? If so, what brands? _____



Authorized Dealer Agreement:

To maintain Authorized Dealer status with SSI, to be able to purchase and resell Strider products, and to have permission to use SSI's intellectual property, Reseller agrees to abide by the following Terms and Conditions:

- 1) Reseller must maintain complete, accurate and up-to-date business information as requested above and disclose all online and retail locations that carry Strider products at all times.
- 2) Reseller must provide a valid business license or valid sales tax license upon request.
- 3) Reseller understands payment terms, when buying direct from SSI, are pre-paid by credit card prior to delivery.
- 4) Reseller understands their obligations under SSI's Minimum Advertised Price Policy (MAP Policy) and agrees to abide by them. SSI's MAP Policy is attached and can always be found here: www.StriderBikes.com/MapPolicy
- 5) Reseller may only sell directly to end consumers in the 48 contiguous United States. All other inquiries must be referred to SSI.
- 6) Reseller must not sell to B2B accounts, wholesalers, or freight forwarders/drop shippers for other retailers. Large or bulk orders may be subject to review.
- 7) Reseller must not sell on any 3rd party sites (eBay, Amazon, Alibaba, etc.), drop-ship accounts (Buy.com, Newegg.com, Overstock.com, etc.), classified sites (Craigslist.com, etc.) or direct messages on forums. Any such listing will result in revocation of Authorized Dealer status and any permission to use SSI intellectual property would cease. Reseller acknowledges and agrees that SSI may request immediate removal of any Reseller listing (that contains SSI intellectual property) that exists on any 3rd party website.
- 8) Reseller must not re-package, re-label, or modify Strider products in any way prior to selling.
- 9) Reseller must not re-SKU or bundle Strider products without receiving prior written permission from SSI. Any bundling of Strider products must adhere to SSI's MAP Policy.
- 10) Reseller must advertise the correct images for each Strider product and must clearly label all advertising and listings with the correct model names and descriptions.
- 11) Reseller will not advertise, market, display, or demonstrate non-Strider products together with Strider products in a manner that would create the impression that the non-Strider products are made by SSI, endorsed by SSI, or associated with Strider products.
- 12) Reseller must only take online orders via secure, PCI-compliant websites owned and operated by Reseller.
- 13) Reseller agrees and understands that Reseller may receive SSI Intellectual Property which may include patent, trademark, and trade dress rights in the United States and in nearly every significant international market across the World. SSI is granting Authorized Dealers a Limited non-exclusive, nontransferable, non-sublicensable right to SSI trademarks (Strider, Strider Racing, Strider Camp, Strider Life, Strider Cup, Snow Strider, round Strider Icon), trade names, service marks, designs or logos, copyright material in the United States during the term of this Agreement.

Authorized Dealer Agreement Continued on Page 3



- 14) Reseller further agrees and understands not to disclose SSI Confidential Business Information. "Confidential Information" means any non-public information whether oral or written, visual or otherwise, disclosed by SSI to Reseller or to Reseller's affiliates or representatives of Reseller. Confidential Information includes any information revealed by SSI which Reseller knows or reasonably should know to be proprietary and confidential in nature or traditionally recognized as proprietary or trade secrets of SSI.
- 15) Reseller understands the permission to use SSI's intellectual property is reserved for Authorized Dealers in good standing only. Termination of Authorized Dealer status will result in immediate loss of this permission.
- 16) Reseller will not alter, modify, or use SSI's intellectual property in a way that confuses the public.
- 17) Reseller may not use any of SSI's intellectual property in business names, DBAs, domain names, or social media usernames.
- 18) Reseller must display the "Strider® Authorized Dealer" logo on any webpage where Strider products are displayed or offered for sale. This logo is available from SSI upon request.
- 19) Reseller may use "Strider® Authorized Dealer" in HTML page title tags (search descriptions).
- 20) Reseller may not imply that Reseller is a part of SSI or has been granted a specific territory.
- 21) Reseller may not use the word "Official" to describe Authorized Dealer status.



Reseller agrees that from time to time SSI may modify or amend this agreement. Upon receiving notice of such modification or amendment either through the mail or electronically, Dealer consents to such modification or amendment by specifically consenting either directly or electronically or constructively by placing an order with SSI after receiving such notice.

The parties agree that this agreement may be terminated by either party at any time with notice given to the other party. The parties further agree that upon termination, regardless of which party terminated, Authorized Dealer status and any permission to use SSI intellectual property would cease.

The parties agree that this agreement is governed by the laws of the state of South Dakota and the parties further agree that actions to enforce this agreement may be brought in South Dakota and that South Dakota courts have jurisdiction over the parties in any action relating to this agreement.

Reseller agrees to provide SSI with appropriate **State Resale Certificate** before selling any products under this agreement.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be executed as of the date signed by SSI below.

Reseller:

BY _____

_____ Date

(Print Name)

Strider Sports International, Inc.(SSI):

BY _____

_____ Date

Dona Ochsner, Customer Service Manager

After signing, scan and e-mail this form to DealerSupport@StriderBikes.com
or fax to 605-342-0619 for account setup.



Strider® Minimum Advertised Price Policy (MAP Policy)

Introduction:

As the leading producer and innovator in the field of balance bikes and associated accessories, Strider Sports International, Inc. (SSI) is very proud of its role in introducing the balance bike to riders of all ages and abilities around the world. SSI also values its reputation for building high-quality, innovative products.

SSI recognizes that our quality Authorized Dealers invest a lot of time and resources into educating the public about Strider products, training knowledgeable staff, and providing support services. SSI is committed to supporting these efforts of our Authorized Dealers and maintaining the reputation of SSI products for quality and innovation.

To maintain the high level of customer confidence in the quality of Strider products and the Strider brand, and to protect the investment of our quality Authorized Dealers, SSI has unilaterally adopted a Strider Minimum Advertised Price Policy. The MAP Policy was chiefly adopted because reseller advertising and sales practices which promote Strider products primarily on the basis of price would be detrimental to quality Authorized Dealers' educational, training, and support efforts and to SSI's competitive position. Such activities can be harmful to SSI's brand, reputation, and competitiveness; and allow some resellers to take advantage of the educational, training, and support efforts of others. SSI believes that such practices are unfair and discourages such efforts.

SSI, in its unilateral discretion, will not do business with any reseller that intentionally advertises any MAP Product below its MAP price. SSI believes that enforcement of the MAP Policy will make Strider products more competitive and benefit all of its Authorized Dealers.

Policy:

1. SSI recognizes that any Authorized Dealer can make its own independent decisions to advertise and sell any Strider product at any price it chooses without consulting or advising SSI. However, SSI similarly has the right to make its own independent decisions regarding product allocations and participation of a reseller as an Authorized Dealer.
2. SSI reserves the right, in its unilateral discretion, to take any action with respect to any reseller that violates this MAP Policy. This includes without limitation the right not to sell Strider products to any reseller that violates this MAP Policy. Any reseller determined by SSI to have violated this MAP Policy agrees to cease using SSI intellectual property on any online or physical store or in any advertisement.
3. SSI, at its sole discretion, may hire a third party to monitor or enforce the MAP Policy.
4. SSI shall maintain an updated Strider Price List of all Strider products that will fall under this MAP Policy. SSI reserves the right to update or modify this list at anytime.

MAP Policy Continued on Page 6



5. All products listed will have a MAP price. Listing a price which is lower than the MAP price next to the featured MAP product in any advertising will be viewed as a violation of this MAP Policy. This MAP Policy applies to all advertisement of Strider products in any and all media. Many websites include features such as “Click for Price,” automated “bounce – back” pricing e-mails, preformatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer’s shopping cart, or other similar features which are all considered “advertising” under this MAP Policy. This MAP Policy also applies to any activity which SSI, in its sole discretion, determines to be designed or intended to circumvent the intent of this MAP Policy including solicitations for “group purchase” and the like.
6. Where Strider products are bundled with or sold as part of a package that includes other products, it shall be a violation of the MAP Policy to sell or advertise the bundle at a price that: (a) is lower than the total MAP of Strider products in the bundle or (b) violates the letter or spirit of the MAP Policy. It shall also be a violation of the MAP Policy if products are bundled with or sold as part of a package that includes products not pre-approved by SSI. Pre-approved products have been approved by SSI to ensure the product is up to SSI standards.
7. It shall be a violation of this MAP Policy to include in any advertising for Strider products any additional discount, coupon, gift card, or other incentive that translates into an immediate price reduction, where the cumulative effect would be to reduce the advertised price of any Strider product below MAP. Any such advertising will also be considered in light of the requirements of Section 6 above. For example, a gift card redeemable on a future purchase would be considered an “other product” under Section 6 and would be a violation of this MAP Policy.
8. If a reseller has multiple stores and violates this MAP Policy with any store, SSI will consider this to be a violation by all of the reseller’s locations.
9. Resellers remain free to establish their own resale prices, but SSI reserves the right to cancel all orders, indefinitely refuse to accept any new orders, and terminate the Authorized Dealer status of any reseller following SSI’s verification that such reseller has advertised any Strider product at a net sales price less than the current MAP price established by SSI, or if the reseller has violated this policy in any other way.