

Authorized Reseller Agreement

THIS AGREEMENT is made as of the Effective Date by and between Leatherman Tool Group, Inc. ("LTG"), an Oregon corporation located at the principal address shown in the Addendum, and the Reseller located at the principal address shown therein. (Certain terms are defined in Section 17 of this Agreement.)

1. Appointment. Subject to the terms and conditions of this Agreement, LTG appoints the Reseller (and only the Reseller doing business under the LTG-approved name(s) and using the LTG-approved website(s), if any, appearing in the Addendum or otherwise approved in writing by LTG in advance of such use and which approval has not been rescinded by LTG in whole or part), and the Reseller agrees to perform as a Nonexclusive Authorized Reseller during the Term for the Products. The Reseller will submit orders during the Term for any or all item(s) of the Products: (a) to any or all of the Distributors or (b), if and as directed by LTG, to any or all of the Distributors and LTG. Each such order will be subject to (and the Reseller will comply with) the prices, payment terms and other terms and conditions of sale: (i), if such order is accepted by a Distributor, as determined between the Reseller and such Distributor (to the extent that there is no conflict with the Relationship Documents) and (ii), if such order is accepted by LTG pursuant to the Relationship Documents, as contained in the Relationship Documents.

2. Reseller Responsibilities. Except as otherwise directed or approved by advance written notice to the Reseller from LTG or otherwise expressly permitted by the Relationship Documents, the Reseller, at its own expense, will do each of the following: (a) promote the sale and use of the Products; (b) promptly and effectively respond to questions and service requests from actual and prospective end user purchasers (but not resellers) of any or all item(s) of the Products permitted under the Relationship Documents (collectively, the "Authorized Customers"); (c) maintain a staff of competent sales personnel who are trained to describe, demonstrate and sell each of the Products; (d) represent the Products in a professional manner during the Coverage Period and refrain from any conduct that is or could be detrimental to the reputation or integrity of any or all of the Reseller, the Distributors (as applicable), LTG and the Products; (e) refrain from knowingly or negligently directly or indirectly advertising, promoting or selling any or all item(s) of the Products (or, if so designated by LTG, just one or more particular item(s) of the Products) in each of the following ways: (i) outside the United States of America ("U.S."), (ii) online in any fashion (unless and only to the extent each website used for this purpose by the Reseller, regardless of being listed in the Addendum, is expressly approved by LTG for online promotion and selling by the Reseller as indicated therein and which approval has not been rescinded by LTG in whole or part), (iii) for resale and (iv) to anyone other than the Authorized Customers, including without limitation to the Special Account(s); (f) use the Intellectual Property only as permitted by LTG in the Relationship Documents, including without limitation maintaining the confidentiality of all information designated as confidential by LTG; (g) refrain from questioning or challenging the rights claimed by the LTG Parties in or to the Intellectual Property or assisting in any way any other(s) in doing so; (h) comply with all laws and all of the LTG Policies; (i) promptly and in timely fashion comply with whatever request may be made by LTG or any or all of the Distributors relating to any law or expectation thereof or the modification or recall of any or all item(s) of the Products; and (j), upon termination of this Agreement, immediately cease all use of anything which would give the impression that the Reseller is an authorized reseller or representative of or for the Products or has any affiliation whatsoever with LTG or the Products, except to the extent reasonably necessary during the remaining part of the Coverage Period.

3. Relationship. This Agreement and any and all duties and obligations hereunder may not be delegated, transferred or assigned by the Reseller without the express written consent of LTG. Each delegation, transfer or assignment by the Reseller without such consent shall be void. The relationship between LTG and the Reseller shall be that of independent contractors, and, notwithstanding the use anywhere of the term "partner" or anything similar thereto, nothing in the Relationship Documents or elsewhere shall constitute or be deemed to constitute a partnership, joint venture or franchise between LTG and the Reseller or shall constitute or be deemed to constitute the Reseller as agent of LTG for any purpose whatsoever. The Reseller shall have no authority or power in any way for any purpose to do any or all of the following: (a) bind LTG, (b) contract in the name of LTG and (c) create a liability against LTG.

4. Acceptance. At all times, LTG shall have the right to: (a) accept, reject or, if already accepted by LTG, cancel any or all Direct Orders for any reason or no reason; (b) allocate any or all item(s) of the Products in such manner as LTG deems advisable; and (c), in the event that LTG should determine that one or more special credit restrictions (as defined by LTG) apply, impose such payment terms as LTG deems appropriate prior to doing either or both of the following: (i) accepting any or all new Direct Orders or (ii) filling or completing any or all pending Direct Orders (even if accepted) from the Reseller.

5. Termination. This Agreement will terminate when either Party provides the other Party with written notice of termination, and such termination shall be effective as elected in such notice: (a) no sooner than the date of receipt of such notice in the event of a material breach of this Agreement by such other Party; (b) no less than thirty (30) days after such receipt for termination with or without cause; or (c) as provided in Section 11(b) of this Agreement. A breach by the Reseller of any or all of the LTG Policies will be deemed to be a material breach by the Reseller of this Agreement. After termination of this Agreement, acceptance of one or more orders from the Reseller by any or all of LTG and the Distributors or fulfillment thereby of one or more accepted orders (regardless whether accepted before or after termination) will: (i), unless otherwise designated by LTG, be subject to all of the terms and conditions of the Relationship Documents as if such acceptance or fulfillment had occurred during the Term and (ii), in no event, be construed as a renewal or extension of this Agreement or as a waiver of termination or of notice of termination.

6. **Buyback.** If and as requested by LTG, (a) upon termination of this Agreement or (b) within a reasonable time after such termination, the Reseller will sell or cause the sale to LTG of and, as directed by LTG and at LTG's expense, ship or cause to be shipped to LTG or its designee(s) each of the items in the Reseller's Inventories (free of all liens, security interests, claims and encumbrances, other than that or those in favor of LTG) which is acceptable (as determined by LTG) at a price equal to the price paid to LTG or each Distributor therefor or, if unpaid, in lieu of the amount due to LTG or each such Distributor therefor, less in either case a restocking charge equal to the amount, if any, described in the LTG Policies. Prior and subsequent to termination, LTG shall have rights of set-off, recoupment and counterclaim against the Reseller.

7. **Modification.** At any time and without prior notice: (a) LTG may modify any or all of the LTG Policies and rescind any or all of the approvals referred to in Sections 1 and 2(e)(ii), with each such modification or rescission becoming effective immediately, unless LTG notifies the Reseller in writing of another effective date and (b) any or all item(s) of the Products may change, in which case, the Reseller acknowledges and agrees that LTG and each of the Distributors may without liability or penalty cancel all pending orders (even if accepted) from the Reseller for such changed item(s) and refuse to accept any new orders from the Reseller for such item(s).

8. **Venue.** This Agreement shall be governed by and interpreted under the laws of the State of Oregon without regard to that state's conflicts of laws provisions. Each dispute arising out of or relating in any way to this Agreement between the LTG Parties and the Reseller Parties shall be litigated at the trial level as a bench trial only in federal or state court in Portland, Oregon, as **each Party, on behalf of itself and its Affiliate(s), hereby: (a) waives trial by jury;** (b) submits to personal and subject matter jurisdiction in such courts; (c) agrees not to contest venue; and (d) agrees that, in the event that litigation of such dispute does not commence during the one (1) year period after the occurrence of the event(s) giving rise to such dispute, each claim of the Reseller Parties against the LTG Parties will be barred.

9. **Direct Orders.** In the event that LTG receives one or more Direct Orders (or similar or related documents) from the Reseller which contain(s) one or more provisions which are inconsistent with or in addition to any or all provisions of the Relationship Documents: (a) each such order will be conclusively deemed to be governed by the Relationship Documents; (b) each such inconsistent or additional provision will be deemed stricken; and (c) none of the Direct Orders will be deemed to be governed by any provision(s) other than that or those contained in the Relationship Documents, unless and until a written supplement is duly executed by both of the Parties which adopts such provision(s).

10. **Headings.** The headings appearing at the beginning of any or all of the Relationship Documents and each part thereof are for convenience only and shall not be deemed to define, limit or construe the contents of any or all thereof. The Relationship Documents shall be deemed to reflect the mutual intent of the Parties, and no rule of strict construction shall be applied against either Party. Time is of the essence of the Relationship Documents. LTG shall not be liable for: (a) loss, damage or delay resulting from any cause whatsoever beyond LTG's reasonable control and (b) consequential, incidental or special damages, loss or expense to any or all of the Reseller and others for any reason(s) whatsoever. Unless LTG directs otherwise, all monetary amounts related to the Relationship Documents are in U.S. dollars. The interpretation by LTG of the Relationship Documents will control. Wherever required by the context thereof, each pronoun used therein shall be deemed to include both the singular and the plural and to encompass each gender.

11. **Reformation.** If applicable law contains any requirement that is contrary to, conflicts with or is missing from any provision(s) or part(s) thereof in the Relationship Documents (collectively, the "Affected Provisions"), LTG, at any time, may elect by written notice to the Reseller (effective upon receipt thereof or as otherwise designated by LTG therein) that: (a) such requirement be substituted for or added to the Affected Provisions to the minimum extent necessary to validate the Affected Provisions or (b) this Agreement be terminated. If any or all parts of the Relationship Documents shall be held invalid, the remainder of the Relationship Documents shall continue in full force and effect, and each such part shall be deemed not to be part of the Relationship Documents.

12. **Integration.** The Relationship Documents, as modified from time to time: (a) constitute the entire understanding of the Parties binding upon them with respect to the subject matter thereof; (b) are intended to govern the relationship between the Parties therefor; (c) supersede all agreements, representations or statements between the Parties, either oral or written; and (d) except as otherwise provided herein, may be amended or modified only by a written supplement, duly executed by both of the Parties, as each Party hereby waives its right, if any, to modify this Agreement orally. Each Party acknowledges and agrees that: (i) each agreement (other than this Agreement) between any or all of LTG and its Affiliate(s) and predecessor(s) on one hand (collectively, the "LTG Entities") and any or all of the Reseller and its Affiliate(s) and predecessor(s) on the other has been fully performed by the LTG Entities; (ii) the terms and conditions of this Agreement are material bargained-for bases of this Agreement and have been taken into account and reflected in determining the consideration to and from each Party under this Agreement and the decision by each Party to enter into this Agreement; (iii) in the event of any conflict between the LTG Policies and this Agreement, the LTG Policies will control; and (iv) this Agreement may be executed in separate counterparts (and any or all of such counterparts may be transmitted or exchanged by facsimile, as portable document format (pdf) files or by other electronic means), each of which is deemed to be an original (and originally executed), and all of which taken together constitute one and the same binding agreement.

13. **Enforcement.** The Reseller agrees that, in the event the LTG Parties file(s) any action(s) against the Reseller Parties to enforce or defend any of the rights claimed by the LTG Parties or file(s) any response(s) to or in any action(s) brought against the LTG Parties by the Reseller Parties, the LTG Parties shall be entitled: (a) to equitable relief without the necessity of posting bond or other security (including without limitation entry of temporary and permanent injunctions and orders of specific performance) and (b) to recover from the Reseller Parties in each judgment wholly or partially in favor of the LTG Parties entered in such action the attorneys' fees and litigation expenses of the LTG Parties, the court costs and damages as permitted by law, the costs of collection thereof and other relief as a court may award or

order. In the event of any breach or threatened breach of any or all of Sections 2(d) through 2(j) and 8 of this Agreement, remedies at law alone will not be adequate.

14. Waiver. Except as otherwise expressly provided in the Relationship Documents or as the Parties otherwise may expressly agree in writing signed by both of the Parties, no failure, refusal, neglect, delay, waiver, forbearance or omission by LTG to exercise any right(s) under the Relationship Documents or to insist upon full compliance by the Reseller with the Reseller's duties, obligations or restrictions thereunder shall constitute a novation or waiver of any provision(s) of thereof or otherwise thereafter limit the right of LTG to fully enforce any or all of the provisions and parts thereof.

15. Survivability. The following shall survive the termination of this Agreement: (a) Sections 1 and 2(d) through 17 of this Agreement; (b) each of the definitions otherwise contained in the Relationship Documents; (c) the Addendum; and (d) each of the LTG Policies which by its own terms expressly states that it survives the termination of this Agreement or which LTG otherwise designates as so surviving.

16. Notices. Except as otherwise provided in the Relationship Documents, each notice described therein to either Party (including without limitation to change a Party's principal address) must be in writing and shall be sent to the intended recipient (with all fees paid) by express courier service, facsimile or e-mail to such recipient's principal address shown in the Addendum and shall be considered effective or received when actually received or refused by such recipient, provided that the sending Party has written confirmation thereof and such refusal was not due electronic or mechanical malfunction or failure.

17. Certain Definitions. For purpose of this Agreement (and regardless whether appearing in bold italics): (a) *the "Addendum"* means the document labeled as such that follows the signature page of this Agreement and will be deemed to be one of the LTG Policies; (b) *"Affiliate(s)"* means any or all of the individuals and entities directly or indirectly controlling, controlled by or under common control with the Party identified, with "control" and its variants in this context having the same meaning as under the U.S. federal securities laws; (c) *the "Coverage Period"* means the Term and the period afterward, if any, until the Reseller has sold or otherwise disposed of all of the Reseller's Inventories (such sale or other disposition will be in a manner consistent with the Relationship Documents); (d) *the "Reseller"* means the Party identified as such in the Addendum; (e) *the "Reseller Parties"* means any or all of the Reseller and its Affiliate(s); (f) *the "Reseller's Inventories"* means all inventories of any or all item(s) of the Products in the Reseller's possession or under the Reseller's control; (g) *"Direct Orders"* means orders for any or all item(s) of the Products submitted by the Reseller directly to LTG as permitted by the Relationship Documents; (h) *the "Effective Date"* means that labeled as such on the signature page of this Agreement; (i) *the "Intellectual Property"* means any or all of the patents, designs, trademarks, service marks, trade names, commercial symbols, copyrights, data, data bases, marketing information, trade secrets and confidential information in which the LTG Parties claim(s) rights; (j) *"LTG notice"* means notice to the Reseller from LTG that either (i) complies with Section 16 of this Agreement or (ii) is made available on a LTG-designated website and notice under such Section 16 is received by the Reseller, which, at a minimum, indicates that a change has been or will be made to what is posted thereon; (k) *the "LTG Parties"* means any or all of LTG, its Affiliate(s) and its designees; (l) *the "LTG Policies"* means, collectively, each then-current version of the announcements and policies (whether in the form of correspondence, memoranda, notices or otherwise) expressly labeled as policies (or the substantive equivalent as determined by LTG) and from time to time issued in writing or made available electronically by LTG's Channel Marketing operation to the Reseller and not expressly excluded by LTG from the LTG Policies; (m) *"Nonexclusive Authorized Reseller"* means that (i) the Reseller may hold itself out as a retailer authorized by LTG for the Products during the Term and (ii) any or all of LTG and the Distributors may offer and sell anywhere and everywhere any or all item(s) of the Products and anything else directly or indirectly to one or more individuals and entities other than the Reseller; (n) *"Party"* means LTG or the Reseller and *the "Parties"* means LTG and the Reseller; (o) *the "Products"* means those LTG products made available to the Reseller by any or all of (i) LTG and (ii) the distributors specifically authorized by LTG to sell to the Reseller (individually, *"Distributor"* and collectively, *the "Distributors"*); (p) *the "Relationship Documents"* means collectively this Agreement and the LTG Policies; (q) *the "Special Account(s)"* means each individual or entity so designated by LTG notice; and (r) *the "Term"* means the period from the Effective Date until this Agreement is terminated pursuant to Section 5 hereof.

Each Party, intending this Agreement to be effective as of the Effective Date, has caused this Agreement to be executed by its duly authorized representative.

THE RESELLER

Agreed and accepted in Portland, Oregon:
LTG

By: _____

By: _____

Name: _____

[Insert Name and Title]

Title: _____

Date: _____

Date: _____

The Effective Date: _____

070213/2880724/3 U.S. Reseller

The Addendum

Principal address for notices to the Reseller

The Reseller (full business name): _____

Principal Address: _____ City: _____ State: _____ Zip Code: _____

Owner/Manager: _____ Fax: _____ e-mail: _____

Other information regarding the Reseller

Phone: _____ Tax Identification No. (FEIN): _____

Other approved name(s) under which the Reseller operates

Approved website(s) used by the Reseller

[Each website approved by LTG for use by the Reseller is to be listed here, but such listing does not mean that the Reseller can promote and sell LTG products online. The following language is to be used (with the brackets omitted) if the Reseller is granted online promotion and selling rights and omitted if it is not (if this language is used, all Reseller websites approved for use by LTG should still be listed, but only those in bold italics are authorized by LTG for online promotion and sale of LTG products):]

[The Reseller may directly or indirectly advertise, promote and sell any or all item(s) of the Products (or, if so designated by LTG, just one or more particular item(s) of the Products) only on each website indicated in bold italics below:]

Principal address for notices to LTG

Leatherman Tool Group, Inc.

12106 NE Ainsworth Circle

Portland, OR 97220-9001

Attn: Channel Marketing

Fax: 503-253-7830

e-mail: channelmarketing@leatherman.com