KNIVES ★ TOOLS

SOG SPECIALTY KNIVES AND TOOLS, LLC AUTHORIZED ONLINE SELLER APPLICATION

Applicant's Information	
1. Applicant's Legal Name:	
2. DBA/Trade Name(s):	
3. Primary Contact:	4. Title:
5. Company Physical Address:	6. Company Mailing Address (if different from Physical Address):
7. Telephone:	8. Fax:
9. Email:	
10. Entity Type: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship	
11. State of Incorporation:	12. Year Incorporated:
13. DUNS:	14. EIN:
15. Resale Certificate Number:	16. Resale Certificate Issuing State:
17. Please identify all source(s) of the SOG Specialty Knives and Tools, LLC products you are selling or intend to sell. ☐ Purchase directly from SOG Specialty Knives and Tools, LLC (Account Number _____) ☐ Purchase from Distributor(s) (list below) ☐ Other (describe below)	
18. Do you store or intend to store your inventory of SOG Specialty Knives and Tools, LLC products at a location other than the Company Physical Address identified above? ☐ Yes ☐ No If yes, please provide the address for all locations where such inventory is stored or will be stored:	
19. Do you use any third party fulfillment service to store inventory or fulfill orders of SOG Specialty Knives and Tools, LLC products? ☐ Yes ☐ No If yes, please identify the name of the fulfillment service and describe the services provided:	
20. Has the Applicant ever declared bankruptcy? ☐ Yes ☐ No	
21. Has any company in which any of the Applicant's principals have an ownership interest ever declared bankruptcy? ☐ Yes ☐ No	
22. Are there any pending lawsuits involving the Applicant? ☐ Yes ☐ No	
If you checked "Yes" in box 20, 21, or 22, please attach additional sheet(s) explaining these matters in detail.	

Application for Website Approval	
Requested Websites: Please identify all websites or mobile applications through which you wish to market for sale and sell SOG Specialty Knives and Tools, LLC Products *(one per line, exact spelling required)*. *Example: www.ABCStoreName.com* *Example: Amazon.com / Storefront name "ABC Store"/ Merchant ID*	**SOG Specialty Knives and Tools, LLC Use Only**
1.	☐ Approved ☐ Declined
2.	☐ Approved ☐ Declined
3.	☐ Approved ☐ Declined
4.	☐ Approved ☐ Declined
5.	☐ Approved ☐ Declined
6.	☐ Approved ☐ Declined
7.	☐ Approved ☐ Declined
8.	☐ Approved ☐ Declined
9.	☐ Approved ☐ Declined
10.	☐ Approved ☐ Declined

By submitting this SOG Specialty Knives and Tools, LLC Authorized Online Seller Application (the "Application"), Applicant acknowledges that authorization to sell on the Requested Websites is only granted once both Applicant and SOG Specialty Knives and Tools, LLC ("SOG") have executed the attached SOG Specialty Knives and Tools, LLC Authorized Online Seller Agreement. Submitting this Application does not authorize Applicant to sell SOG Products on the Requested Websites, and SOG has no obligation to accept Applicant's request to sell SOG Products on any or all of the Requested Websites. If Applicant is approved to sell SOG Products on any or all of the Requested Websites, Applicant agrees that it will abide by the terms in the SOG Specialty Knives and Tools, LLC Authorized Online Seller Agreement with respect to any approved websites. Applicant indicates such agreement by signing the SOG Specialty Knives and Tools, LLC Authorized Online Seller Agreement below.

KNIVES ★ TOOLS

SOG SPECIALTY KNIVES AND TOOLS, LLC AUTHORIZED ONLINE SELLER AGREEMENT

This SOG Specialty Knives and Tools, LLC Authorized Online Seller Agreement (the "Agreement") is hereby entered into by and between SOG Specialty Knives and Tools, LLC ("SOG") and the undersigned Seller ("Seller" or "you") (collectively, the "Parties" and individually, a "Party"). The "Effective Date" of this Agreement is the date this Agreement is accepted by SOG after being agreed to by you.

1. **Modification of the Terms.** By entering into this Agreement, Seller affirms its agreement to adhere to the terms in the currently effective SOG Specialty Knives and Tools, LLC Distributor Agreement; SOG Specialty Knives and Tools, LLC Authorized Distributor Policy; SOG Specialty Knives and Tools, LLC Authorized Reseller Policy; or SOG Specialty Knives and Tools, LLC Authorized Retailer Policy, as applicable to Seller (the "Terms"). This Agreement supplements, amends, and is deemed incorporated into the Terms. Except as supplemented or amended pursuant to the terms and conditions in this Agreement, the Terms remain unchanged and in full force and effect as written. Unless otherwise defined herein, capitalized terms shall have the same meanings ascribed to them in the Terms.

2. **Authorization of Online Sales.** Other than websites that may be defined in the Terms as "Permissible Public Websites," the Terms prohibit the sale of the Products on any website, online marketplace, mobile application, or other online forum without SOG's prior written consent. Execution by SOG of this Agreement constitutes SOG's consent, and the various provisions in the Terms pertaining to such prohibition are deemed amended in order to effectuate such approval. Subject to and to the extent provided by the terms and conditions herein, including the Online Sales Guidelines attached hereto as Exhibit A, Seller may market for sale and sell Products solely and exclusively at the website(s) and/or mobile application(s) identified as approved by SOG in the Application for Website Approval above or designated as Permissible Public Websites in the Terms (collectively, the "Authorized Websites"). Seller shall not market for sale or sell Products on or through any other website, online marketplace, mobile application, or other online forum.

3. **Intellectual Property.** The license granted to Seller in the Terms to use the SOG IP is hereby amended to authorize use of the SOG IP on the Authorized Websites, subject to the additional quality controls contained herein. Seller acknowledges that it owns no right, title, or interest in any of the SOG IP except as granted in the Terms or herein. Seller's license to use the SOG IP on the Authorized Websites shall be revoked immediately upon termination of this Agreement.

4. **Termination.** SOG, in its sole and absolute discretion, may terminate its approval for Seller to market and sell Products at one or all of the Authorized Websites, and Seller must cease all such marketing and sales immediately on the applicable Authorized Website(s) upon receiving notice of such termination. Upon termination of approval to market and sell Products at one or more Authorized Websites, Seller's authorization to use SOG IP on such websites shall be revoked. SOG may terminate this Agreement with written notice at any time. On termination of Seller's status as an Authorized Distributor, Authorized Reseller or Authorized Retailer pursuant to the Terms, this Agreement shall terminate automatically, and Seller shall immediately cease all marketing and sales of Products on the Authorized Websites.

5. **Availability of Injunctive Relief.** If there is a breach or threatened breach of the Terms or Sections 2 (Authorization of Online Sales), 3 (Intellectual Property), or 4 (Termination) of this Agreement, it is agreed and understood that SOG will have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement. No failure, refusal, neglect, delay, waiver, forbearance, or omission by SOG to exercise any right(s) herein or to insist upon full compliance by Seller with Seller's obligations herein shall constitute a waiver of any provision herein or otherwise limit SOG's right to fully enforce any or all provisions and parts thereof. Seller expressly submits to personal jurisdiction and venue in the federal or state courts of record in Snohomish County, Washington for any action or proceeding for injunctive relief.

6. **Indemnification.** Except as otherwise provided herein, Seller shall, and hereby does, indemnify, defend, save and hold harmless SOG, and its directors, officers, employees, shareholders, members, partners, counsel, auditors, accountants, agents, advisors and all other representatives and each of the heirs, executors, successors and assigns of any of the foregoing, from and against any and all losses, liabilities, obligations, actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law, admiralty, or equity, known or unknown of any kind to the extent they are caused by, arise from, or are incurred in connection with (a) any breach of, or failure to perform, any term, covenant or condition in the Agreement by Seller, or (b) the negligence or willful misconduct of Seller or its officers, employees, agents or contractors.

7. **Miscellaneous.**

(a) ***Modification.*** SOG reserves the right to update, amend or modify this Agreement upon written notice to Seller. Unless otherwise provided, such amendments will take effect immediately and Seller's continued use, advertising, offering for sale, or sale of the Products on the Authorized Websites following notice of the amendments will be deemed Seller's acceptance of the amendments.

(b) ***Waiver.*** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, nor shall it constitute a course of dealing and no waiver shall be effective unless made in writing.

(c) ***Severability.*** If any provision of this Agreement is held contrary to law, the remaining provisions shall remain valid.

(d) ***Assignment.*** This Agreement may not be assigned or transferred by Seller without the prior, written consent of SOG. SOG is entitled to assign this Agreement, in whole or in part, without Seller's consent to any SOG-affiliated company or to any entity to which SOG sells, transfers, conveys, assigns, or leases all or substantially all of its rights and assets with respect to the development, production, marketing, or sale of the Products. This Agreement is intended for the benefit of the Parties and their permitted assigns, and no other person will be entitled to rely upon this Agreement or be entitled to any benefits under this Agreement.

(e) ***Entire Agreement.*** This Agreement, the Terms and their attachments, if any, constitute the entire agreement between the Parties regarding the contemplated transactions and supersedes all prior agreements and understandings between the Parties relating to the sale of the Products online.

(f) ***Construction.*** The descriptive headings and sections of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions hereof. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same will not apply a presumption that the terms hereof will be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that all Parties, directly or through their agents, have participated in the preparation or negotiation hereof.

(g) ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

(h) ***Governing Law.*** The terms of this Agreement and any dispute arising under it shall be governed by, construed, and enforced in accordance with the laws of Washington, without regard to its choice of law rules.

(i) ***Confidentiality.*** This Agreement, and its attachments, if any, constitute confidential, proprietary information of SOG 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 SOG.

(j) ***Survival.*** The following provisions shall survive the termination of this Agreement: Section 3 (Intellectual Property); Section 6 (Indemnification); Section 7(h) (Governing Law); Section 7(i) (Confidentiality); Section 7(j) (Survival); Section 7(k) Binding Arbitration.

(k) ***Binding Arbitration.*** Except as provided in Section 5 (Availability of Injunctive Relief) herein, any dispute regarding this Agreement will be settled exclusively and finally by binding arbitration by the American Arbitration Association under the Rules of the American Arbitration Association or its successor by a single, mutually agreed arbitrator who shall conduct the proceedings in Seattle, Washington. Proceedings will be conducted in the English language and result in a written statement of the facts and legal reasoning supporting the decision of the arbitrators at the request of either Party. Judgment on the award of the arbitrator may be entered by any court having jurisdiction to do so. The arbitrators will not have the power to alter, modify, amend, add to or subtract from any term or provision of this Agreement nor to grant punitive or exemplary damages. The failure or refusal of either Party to submit to arbitration as required herein will constitute a material breach of this Agreement. If judicial action is commenced in order to compel arbitration, and if arbitration is in fact compelled, the Party that resisted arbitration will be required to pay to the other Party all costs and expenses, including, without limitation, reasonable attorneys' fees, that they incur in compelling arbitration. Until the arbitrator's award is issued, each respective side shall bear their own counsel and advisor fees, and the out-of-pocket costs of the arbitrators and the arbitration shall be shared equally by the Parties to such arbitration; provided, however, that the arbitrator's award shall reallocate those fees and costs in favor of the prevailing Party in the arbitrator's award.

The Parties have caused this SOG Specialty Knives and Tools, LLC Authorized Online Seller Agreement to be executed in their respective names by their duly authorized representatives.

SOG Specialty Knives and Tools, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Signature Date: _____

Seller: _____

By: _____

Name: _____

Title: _____

Signature Date: _____

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EXHIBIT A

SOG SPECIALTY KNIVES AND TOOLS, LLC ONLINE SALES GUIDELINES

1. The Authorized Websites must be confined to the specific approved domain name(s) and/or screen name(s) or storefront name(s). The Authorized Websites must not give the appearance that they are operated by SOG or any third party.

2. Anonymous sales are prohibited. Seller's full legal name or registered fictitious name, mailing address, email address, and telephone contact must be stated conspicuously on the Authorized Websites and must be included with any shipment of Products from the Authorized Websites or in an order confirmation email sent at the time of purchase.

3. At SOG's request, Seller will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Authorized Websites.

4. The Authorized Websites shall have a mechanism for receiving customer feedback and Seller shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Seller agrees to provide copies of any information related to customer feedback (including any responses to customers) to SOG for review upon request. Seller agrees to cooperate with SOG in the investigation of any negative online review associated with Seller's sale of the Products and to use reasonable efforts to assist in resolving such reviews.

5. The Authorized Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations and industry standards.

6. Seller shall be responsible for all fulfillment to its customers who order Products through Authorized Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.

7. Unless separately authorized in writing by SOG, Seller shall not use any third party fulfillment service to store inventory or fulfill orders for the Products. Under no circumstances shall Seller fulfill orders in any way that results in the shipped Product coming from stock other than Seller's.

8. In marketing the Products on the Authorized Websites, Seller shall only use images of Products either supplied by or authorized by SOG and shall keep all Product images and descriptions up to date. Seller shall not advertise Products not carried in inventory.

9. To the extent that one or more of the Authorized Websites is a storefront on a third party marketplace website, including, but not limited to storefronts on Amazon, eBay, Jet, Rakuten, Walmart Marketplace, or Sears Marketplace, SOG reserves the right to require Seller to adhere and agree to additional terms relating to the quality and sale of Products through such storefronts.