



AUTHORIZED INTERNET RESELLER AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 20____, by and between **JASON INTERNATIONAL, INC.**, having its principal place of business at 8328 MacArthur Drive, North Little Rock, Arkansas 72118 ("Jason"), and _____, ("Authorized Internet Reseller") having its principal place of business at _____.

In consideration of the mutual covenants, undertakings, and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, and intending to be legally bound, the parties hereby agree as follows:

- 1. Jason desires to sell, and Authorized Internet Reseller desires to purchase for resale, certain of Jason's products (the "Products"). The Products covered under this Agreement consist of any baths configured as Soaking, AirMasseur[®], Whirlpool, or MicroSilk[®] in Jason's Integrity[®] product line. Group BE Products (HomeSpa, forma[®] and Designer Collections) and Faucets are NOT included in this Agreement and may not be sold via the internet.*
- 2. Advertising of these Products will be done in accordance with Jason's Internet Minimum Pricing Policy described in attached Exhibit A.*
- 3. Jason hereby grants to Authorized Internet Reseller, and Authorized Internet Reseller hereby accepts from Jason, the royalty-free, non-exclusive, non-transferable, non-assignable, non-licensable right to use the "Jason" name and such other trademarks, service marks, logos or trade dress that are used by Jason in connection with the Products (the "Marks") during the term of this Agreement, and for no other product or services. Additionally, Jason hereby grants to Authorized Internet Reseller, and Authorized Internet Reseller hereby accepts from Jason, a non-exclusive, limited right to use Jason's copyrightable material solely in connection with the terms of this Agreement, which may be revoked by Jason at any time at Jason's sole discretion.*
- 4. Authorized Internet Reseller shall use appropriate legends as reasonably prescribed from time to time by Jason, including, without limitation, affixing "TM" or "®".*
- 5. Authorized Internet Reseller may not use any of its own or a third party's trademarks in connection with the marketing or sale of the Products. In order to comply with Jason's quality control standards, Authorized Internet Reseller shall: (i) use its best efforts to maintain the quality of the Products offered in connection with the Marks; (ii) comply with federal, state and local laws and regulations governing the use of the Marks and the provision of the Products and related services within the Territory; and (iii) not alter or modify the Marks in any way. Jason shall have the right to pre-approve any and all uses of the Marks by Authorized Internet Reseller.*
- 6. Jason shall have the right, at its own expense, on reasonable notice to Authorized Internet Reseller and during regular business hours, to monitor the activities of Authorized Internet Reseller, including, but not limited to, on-site inspections or to examine, photocopy and make extracts from such books of account and other records, documents and materials which are*

maintained by Authorized Internet Reseller and which relate to the business of Authorized Internet Reseller and are reasonably necessary to verify Authorized Internet Reseller's compliance with this Agreement.

- 7. Authorized Internet Reseller will notify Jason if it becomes aware of any actual, suspected or apparent counterfeiting, misuse or other infringement of any of the Marks, including the actual, suspected or apparent existence of counterfeit goods, diverted goods or parallel goods or unauthorized sales activity.*
- 8. Authorized Internet Reseller acknowledges that Jason and/or one or more of its affiliates own all right, title and interest in the Marks and the goodwill associated with the Marks, and that Authorized Internet Reseller's use of the Marks and any goodwill associated with such use shall inure solely to the benefit of Jason. Jason reserves the exclusive worldwide right to register the Marks for use on and in connection with the Products and other goods and services.*
- 9. Authorized Internet Reseller understands and agrees that it is an essential condition of its right to sell the Products to protect the high reputation enjoyed by Jason, and that the Products sold, promoted or advertised shall be of high and consistent quality and also subject to the approval and continuing supervision and control of Jason. Authorized Internet Reseller shall use its best efforts to maintain the high standard associated with the goodwill of the Products.*
- 10. Authorized Internet Reseller shall not at any time do any act or thing that may in any way tarnish, degrade, disparage or reflect adversely on Jason, its products or its business. Authorized Internet Reseller shall not at any time, by any act or omission, take any other action which damages Jason's reputation or which reflects negatively upon Jason or the Products.*
- 11. Authorized Internet Reseller agrees to adhere strictly to Jason's Standard Terms and Conditions. Jason retains the right to modify the Standard Terms and Conditions from time to time upon reasonable notice to Authorized Internet Reseller, and all future purchases by Authorized Internet Reseller constitute Authorized Internet Reseller's acceptance of such terms and conditions.*
- 12. This Agreement may be terminated, with or without cause, at any time by either party upon not less than thirty (30) days prior written notice. Upon termination of this Agreement, Authorized Internet Reseller shall discontinue use of all advertising and promotional activities representing itself to be an authorized seller of Jason Products. Notices to be given under this Agreement shall be by such manner as to confirm receipt, and may be either by (1) physical delivery and written receipt, (2) Registered mail to addressee's last known address, with return receipt by the party or the party's agent, or (3) facsimile transmission to addressee's facsimile number, with proof of delivery of said notice.*
- 13. Jason shall not, by reason of any action or omission, including but not limited to any action taken pursuant to Section 12, be liable to Authorized Internet Reseller for any indirect, consequential, punitive or special damages, including but not limited to any compensation, reimbursement or damages on account of the loss of prospective profits on anticipated sales or on account of expenditures, investments, leases or commitments in connection with Authorized Internet Reseller's business or goodwill, or on any other account.*
- 14. The relationship of the parties to this Agreement is that of a seller/licensor and authorized reseller/licensee, and this Agreement does not constitute a franchise or joint venture, nor creates a partnership or an agency relationship.*
- 15. This Agreement shall be governed by and interpreted under the laws of the State of Arkansas without reference to principles of conflict of laws. Any controversy arising out of this Agreement*

shall be resolved without a jury in a federal or state court of competent jurisdiction located in the State of Arkansas. This Agreement may be executed (including by facsimile, .pdf or other electronic signature) in separate counterparts, each of which is deemed to be an original and all of which taken together shall constitute one and the same agreement.

If the foregoing accurately sets forth our entire agreement and understanding relating to the subject matter of this Agreement, then kindly sign this Agreement at the space provided below, and please return the signed letter to the attention of Paulo Jacuzzi:

Jason:

Jason International, Inc.

By: _____

Name: _____

Title: _____

Authorized Internet Reseller:

(Official company name, include any dba's)

By: _____

Name: _____

Title: _____

Address: _____

Primary Website: _____

Registered Domains: (May be provided in a .csv table)



8328 MacArthur Drive / North Little Rock, Arkansas 72118 USA
501.771.4477(P) / 501.771.2333(F)

Internet Minimum Retail Sales Price ("IMRSP")

Jason International offers distinctive designs, engineered technology, premium quality, and an image that meet the expectations of high-end consumers. Our customers have invested in various combinations of warehousing, inventory, showrooms, displays, sales and service staff, advertising, promotions, etc. in the development of local Jason business and clientele.

Only accounts that have been approved as a Jason Authorized Internet Reseller and have a current Agreement will be allowed to sell Jason Integrity® Collection products via the internet.

To preserve these investments and to ensure the long-term integrity, reputation, and premium value of the Jason brand, Jason International is adopting a unilateral Internet Minimum Retail Sales Price (IMRSP) that is applicable to all direct customers of Jason International who use the Internet themselves or knowingly sell to customers who use the Internet to sell Jason products, as follows:

1. Any information relating to Jason products on an Internet Web site is considered to be advertising for purposes of the conditions outlined in this program. Therefore, this program is applicable to any sales of Jason's products over or by the Internet, whether done through a Web site controlled by a customer, through an auction Web site such as eBay®, or through Internet placements with third parties (e.g., banner ads and destination pages). No Statements such as "Call for Pricing" are allowed. All sales **MUST** be completed through an online checkout.
2. Internet Minimum Retail Sales Price (IMRSP) - No customer may willfully or intentionally sell a Jason product on the Internet that is discounted by more than **twenty-five percent (25%)** from Jason's **current suggested list price** for the applicable product. Discounts shall include all coupons, allowances, and free goods or services offered with Jason products.
3. In the event of violations* of this program, the following actions will be taken:

1st Violation – Written warning. Time to come into compliance is to be determined at Jason's discretion, but shall not be greater than 30 days. Failure to come into compliance within the set time will constitute a second violation.

2nd Violation – For a period of up to 120 days, but not less than 30 days (period determined at Jason's discretion); customer discount will be changed to 40% on products; all special discounts, volume pricing, co-op advertising, and sales incentives will be suspended; no drop shipments will be allowed; links and listings on Jason's Web site will be removed. Only orders in house will be honored at time of sanction. Customer must be in full compliance prior to resuming normal business status.

3rd Violation – Jason reserves the right to cease doing business with the customer.

*Prior violations will be cleared if no additional violations are recorded for 12 consecutive months.

4. This program concerns only the actual sales price of a Jason product sold via the internet. Every Jason distributor/dealer remains free to determine for itself the resale prices at which it will sell and promote Jason products. This program does not cover Jason Authorized Dealers who simply have a web presence for the purpose of educating consumers and complete their sales in person. Authorized Dealers may advertise Jason products in accordance with this program, without a signed agreement so long as sales are not completed over the internet.
5. Jason will determine whether products are being sold in violation of this policy and will implement this policy as is warranted. All decisions by Jason to take action for a violation of this policy are final.
6. These conditions do not apply if the product is used, refurbished, damaged or discontinued, provided the customer also identifies (in type at least the same size as the price listing) that the quoted price is for a used, refurbished, damaged or discontinued unit of the product.

Jason reserves the right to change this policy at any time without notice.