

INTERNET SALES ADDENDUM TO AUTHORIZED RESELLER AGREEMENT

THIS INTERNET SALES ADDENDUM (the “Addendum”) to the United States Authorized Reseller Agreement (the “Agreement”) is made effective the date of its execution (the “Effective Date”), by and between RSI North America, Inc., a Delaware corporation with principal offices at 1024 Winters Parkway, Dayton, Nevada (“RSI”), and the authorized reseller that has executed this Addendum to the Agreement (“Reseller”). RSI and Reseller are each sometimes referred to herein as a “party” or collectively as the “parties.” The parties agree as follows:

1. Capitalized Terms. Capitalized terms used herein that are not otherwise defined herein shall have the meaning given to such terms in the Agreement.
2. Modification of Agreement. The parties agree that this Addendum only modifies Section 2 of the Agreement. Should any conflict between the Agreement and the Addendum arise other than with Section 2 of the Agreement, the terms and conditions of the Agreement shall govern the conduct of the parties.
3. Internet Appointment. RSI grants to the Reseller and the Reseller accepts the non-exclusive right to fulfill orders and to market, sell, and distribute the Products to End-Users located in the Territory only in brick and mortar locations and on the Internet URL locations listed in the then-current Internet Reseller Profile attached hereto as Schedule A and approved by RSI.
4. Third-Party Internet Marketplaces. Reseller is prohibited from advertising or selling Products on third-party Internet marketplaces.
5. Commingled Inventory. Reseller shall not cause or allow the Products to be sold anywhere or in any manner, including a third-party Internet marketplace, where the Reseller is unable to certify that all Products purchased from Reseller are fulfilled with Products that the Reseller purchased from RSI or a RSI Authorized Distributor.
6. Sales by Auction. Sales by the Reseller of Product(s) by way of online auction are prohibited.
7. No Extra-Territorial Online Sales. Reseller shall not sell Products to End-Users located outside the Territory, by means of any Internet URL location or otherwise.
8. Additional Intellectual Property Restrictions. Reseller shall comply with the additional intellectual property restrictions and limitations described in Schedule B.
9. Customer Service and Reseller Obligations.
 - a. Reseller must provide the capability for customers to place their orders fully and completely through Reseller’s website. Reseller shall neither require customers to use telephone calls, faxes, and/or hard-copy correspondence to complete their orders nor permit orders to be fulfilled only through telephone calls, faxes, and/or hard copy correspondence.
 - b. Reseller’s website must be a secure site for customer transactions.
 - c. Reseller must display its policies and procedures for customer returns, refunds, and exchanges on its website.
 - d. Reseller shall adhere to and comply with all pertinent state and federal regulations, statutes and rules applicable to taking orders or conducting business over or through the Internet.
10. Breach. Any violations of the terms of this Addendum shall be deemed a breach of the Agreement, entitling RSI to terminate either one or both of the Addendum and the Agreement immediately, and to remedies available in the Agreement including, but not limited to, the Liquidated Damages referenced in Section 5 of the Agreement.
11. Termination. This Addendum is effective until the Agreement is terminated. Notwithstanding the foregoing, RSI may terminate this Addendum for any of the reasons set forth in the Agreement. In addition, either party may terminate this Addendum at any time upon thirty (30) days’ written notice by the other party. Upon termination of this Addendum, the parties shall comply with the termination provisions and obligations set forth in the Agreement, which shall apply with equal force to this Addendum.

12. Electronic Execution. In accordance with the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 et seq. (“ESIGN”), the parties hereby agree to execute this Agreement using electronic means including the use of electronic signatures by the parties, which the parties agree shall have the full force and legal effect as if the electronic signatures were traditional hand-written signatures. Reseller acknowledges that it has the ability to retain this Agreement either by printing or saving it.

Each signatory agrees that he or she has been authorized and has the authority to enter into the Agreement with an electronic signature on behalf of the applicable party and intends to sign this Agreement by applying his or her electronic signature as indicated.

SCHEDULE A

URLs

Internet URL o	Approved by RSI
	[]
	[]
	[]

SCHEDULE B

Additional Intellectual Property Restrictions

A. URLs/ Domains

Reseller's domain(s) and URL(s) must not contain the word "RSI" or any current or future trademarks or brands of RSI, including any variation or combination of these words or trademarks with each other or with other words. Examples of prohibited domain names and URLs:

www.joesRSIheadquarters.com

www.joesRSIshop.net

Exception: Trademarks authorized by RSI for online use by Reseller (the "Authorized Marks") may appear in the text to the right of the ".com/" extension. For example:

Allowed: www.joesshop.com/RSI.htm

Prohibited: www.joesshop.RSI.com/RSI.htm

B. Website Content and Online Advertisements

1. Reseller must not suggest or imply that its website, advertisement, sponsored link, or any other online marketing used or paid for by Reseller is in any way related to the official RSI website or any of its brands' websites that are owned and operated by RSI.

Examples of Prohibited Phrases: Terms such as "Official RSI Headquarters," "RSI Home," "RSI Official Store," and "RSI.com" are always prohibited. Terms such as "RSI Headquarters," "RSI Outlet," "RSI Depot," or "RSI Store" are prohibited except when clearly and conspicuously associated with Reseller (e.g., "RSI Store at Joe's Shop," or "Joe's Authorized RSI Shop") and only if approved in advance and in writing by RSI.

2. Reseller may not use Google AdWords' Dynamic Keyword Insertion or any similar search tool when bidding on any Authorized Marks or any trademark used or owned by RSI. All Authorized Marks in the Reseller's ad text must appear with the correct spelling and capitalization.

3. Reseller must not use superlatives to describe the quantity of inventory, the pricing of Products, or the online shopping experience, on any website, in any advertisement, sponsored link, or any other on-line marketing used, paid for, or associated with Reseller.

Examples of Prohibited Phrases: Phrases such as "largest available online offering of RSI," "lowest prices – RSI," or "best RSI website" are prohibited.

4. Reseller must accurately describe Products using the Authorized Marks. The Authorized Marks must always be followed by the generic word for the Product, such as "RSI® products." They must never be used in the possessive or in the plural. The Authorized Marks must always be displayed in a way that distinguishes them from other surrounding words, e.g., by appearing in initial caps or full caps, such as RSI and used in conjunction with the ® or ™ designation as directed by RSI.

5. Reseller must use only those Product images, logos, marketing banners, and video clips provided or authorized in writing by RSI within the two (2) most recent calendar years ("Authorized Images") on any website, advertisement, sponsored link, or any other on-line marketing used, paid for, or associated with Reseller.

6. Reseller must not partner with any third-party that uses adware, spyware, or other software to engage in pop-up or pop-under advertising and/or generating non-user initiated activity (e.g., forced clicks or redirects). Pop-up or pop-under advertising and/or non-user initiated activity that is based on keyword searches, textual triggers, or screen-scraping associated with any trademark used or owned by RSI or any common misspelling or confusingly similar trademarks is strictly prohibited.