

AUTHORIZED ONLINE RETAILER AGREEMENT – CANADA

Truck HeroS AGREEMENT is made as of April 1, 2015, by and between Truck Heros, Inc. (“Truck Hero”), a Delaware USA corporation located at the principal address shown in the Addendum, as agent for the Truck Hero Operating Companies, and the Authorized Online Retailer 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, Truck Hero appoints the Retailer (and only the Retailer doing business under the Truck Hero-approved name(s) and using the Truck Hero-approved website(s), if any, appearing in the Addendum and which approval has not been rescinded by Truck Hero in whole or part), and the Retailer agrees to perform as a Nonexclusive Authorized Online Retailer during the Term for the Products. The Retailer 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 Truck Hero, to any or all of the Distributors and Truck Hero. Each such order will be subject to (and the Retailer 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 Retailer and such Distributor (to the extent that there is no conflict with the Relationship Documents) and (ii), if such order is accepted by Truck Hero pursuant to the Relationship Documents, as contained in the Relationship Documents.

2. Responsibilities. Except as otherwise directed or approved by advance written notice to the Retailer from Truck Hero or otherwise expressly permitted by the Relationship Documents, the Retailer, 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 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”) and from Truck Hero, including without limitation questions and requests from Truck Hero regarding any or all of the customers of the Retailer; (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 Retailer, the Distributors (as applicable), Truck Hero and the Products; (e) promptly transmit to each individual and entity communications from Truck Hero as Truck Hero designates; (f) with respect to any or all items of Truck Hero products (or, if so designated by Truck Hero, just one or more particular items of Truck Hero products), refrain from knowingly or negligently directly or indirectly (i) advertising, promoting or selling in either or both of the following ways during the Coverage Period: (A) outside the USA and Canada and (B) online in any fashion (unless and only to the extent each website used for such purpose by the Retailer is approved by Truck Hero for such use as expressly indicated in the Addendum and which approval has not been rescinded by Truck Hero in whole or part) and (ii) selling in any or all of the following ways: (A) to anyone for resale other than to any or all of the Authorized Retailers. The Retailer may drop ship to one or more end users only (not to resellers), on behalf of any or all the Authorized Retailers, so long as the Retailer has not received Truck Hero notice to the contrary which rescinds the approval of Truck Hero therefor), (B) to each individual and entity appearing on the then-current Do-Not-Sell List (including without limitation drop shipping on behalf thereof), except to the extent as may be permitted therein and (C) to anyone other than the Authorized Customers, including without limitation to the Special Accounts; (g) use the Intellectual Property only as permitted by Truck Hero in the Relationship Documents, including without limitation (i) maintaining the confidentiality of all information designated as confidential by Truck Hero and (ii) using only artwork and images depicting any or all of the Products or referring to Truck Hero Companies that have been expressly approved by Truck Hero and which approval has not been rescinded by Truck Hero in whole or part; (h) refrain from questioning or challenging the rights claimed by the Truck Hero Parties in or to the Intellectual Property or assisting in any way any other(s) in doing so; (i) comply with all laws and all of the Truck Hero Policies; (j) promptly and in timely fashion comply with whatever request may be made by Truck Hero 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 (k), after termination of this Agreement, immediately cease at the end of the Coverage Period: (i) advertising, promoting and selling any and all of the Truck Hero products and (ii) all use of anything which would give the impression that the Retailer is an authorized dealer, reseller or representative of or for any or all of such products or has any affiliation whatsoever with Truck Hero or such products.

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



4. Acceptance. At all times, Truck Hero shall have the right to: (a) accept, reject or, if already accepted by Truck Hero, 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 Truck Hero deems advisable; and (c), in the event that Truck Hero should determine that one or more special credit restrictions (as defined by Truck Hero) apply, impose such payment terms as Truck Hero 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 Retailer.

5. Do-Not-Sell List. Immediately upon receipt by the Retailer of each Do-Not-Sell List, the Retailer will cancel all pending orders (even if accepted) from each individual or entity identified in such Do-Not-Sell List and refuse to accept any new orders from such individual(s), entity or entities for (or otherwise supply to or drop ship on behalf of any and all of them): (a), in the case of an Unauthorized Reseller or a Complete Revocation, any and all Truck Hero products or (b), in the case of a Partial Revocation, any and all of the Select Products.

6. 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 Retailer of any or all of the Truck Hero Policies will be deemed to be a material breach by the Retailer of this Agreement. After termination of this Agreement, acceptance of one or more orders from the Retailer by any or all of Truck Hero 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 Truck Hero, 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. Prior and subsequent to termination, Truck Hero shall have rights of set-off, recoupment and counterclaim against the Retailer.

7. Modification. At any time and without prior notice: (a) Truck Hero may modify any or all of the Truck Hero Policies and rescind any or all of the approvals provided by Truck Hero (including without limitation any or all of those referred to in Sections 1, 2(g)(i)(B), 2(g)(ii)(A) and 2(h)(ii) of this Agreement), with each such modification or rescission becoming effective immediately, unless Truck Hero notifies the Retailer in writing of another effective date and (b) any or all item(s) of the Products may change, in which case, the Retailer acknowledges and agrees that Truck Hero and each of the Distributors may without liability or penalty cancel all pending orders (even if accepted) from the Retailer for such changed item(s) and refuse to accept any new orders from the Retailer for such item(s).

8. Governing Law. Each Party, on behalf of, respectively, the Truck Hero Parties and the Retailer Parties, agrees that: (a) the Relationship Documents shall be governed by and interpreted under the laws of the State of Michigan USA without regard to that state's conflicts of laws provisions, including without limitation each dispute, claim or controversy of any kind (whether in contract, tort or otherwise) between the Truck Hero Parties and the Retailer Parties arising out of or relating to any or all of the Relationship Documents (individually, a "Dispute" and collectively, the "Disputes"), such as each Dispute regarding the formation, validity, interpretation, implementation or breach of this Agreement; (b) each of the Disputes shall be finally settled by arbitration as described in the Truck Hero Policies; and (c), in the event that arbitration or litigation of a 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 Retailer Parties against the Truck Hero Parties will be barred.

9. Direct Orders. In the event that Truck Hero receives one or more Direct Orders (or similar or related documents) from the Retailer 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 (or document) 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. Truck Hero shall not be liable for: (a) loss, damage or delay resulting from any cause whatsoever beyond the reasonable control of Truck Hero and (b) consequential, incidental or special damages, loss or expense to any or all of the Retailer and others for any reason(s) whatsoever. Unless Truck Hero states otherwise, all monetary amounts referred to in or related to the Relationship Documents are in U.S. dollars. The interpretation by Truck Hero 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"), Truck Hero, at any time, may elect by written notice to the Retailer (effective upon receipt thereof or as otherwise designated by Truck Hero 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 and, in the case of this Agreement only, duly executed by both of the Parties, as each Party hereby waives its right, if any, to modify the Relationship Documents orally. Each Party acknowledges and agrees that: (i) each agreement (other than this Agreement) between any or all of Truck Hero and its Affiliate(s) and predecessor(s) on one hand (collectively, the "Truck Hero Entities") and any or all of the Retailer and its Affiliate(s) and predecessor(s) on the other has been fully performed by the Truck Hero 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 Truck Hero Policies and this Agreement, the Truck Hero Policies will control (silence is not a conflict); 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 Retailer agrees that, in the event the Truck Hero Parties file(s) any action(s) against the Retailer Parties to enforce or defend any of the rights claimed by the Truck Hero Parties or file(s) any response(s) to or in any action(s) brought against the Truck Hero Parties by the Retailer Parties, the Truck Hero 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 Retailer Parties in each award and judgment wholly or partially in favor of the Truck Hero Parties entered in such action the attorneys' fees and arbitration and litigation expenses of the Truck Hero Parties, the court costs and damages as permitted by law, the costs of collection thereof and other relief as an arbitrator or court may award or order. In the event of any breach or threatened breach of any or all of Sections 2(e) through 2(l), 5, 7 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 Truck Hero to exercise any right(s) under the Relationship Documents or to insist upon full compliance by the Retailer with the Retailer'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 Truck Hero 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(e) through 17 of this Agreement; (b) each of the definitions otherwise contained in the Relationship Documents; (c) the Addendum; and (d) each of the Truck Hero Policies which by its own terms expressly states that it survives the termination of this Agreement or which Truck Hero 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 purposes of this Agreement (and regardless whether appearing in bold italics): (a) *the "Addendum"* means that labeled as such that follows the signature blocks of this Agreement and will be deemed to be one of the Truck Hero 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 "Authorized Online Retailer" or the "Retailer"* means the Party identified as such in the Addendum; (d) *the "Authorized Retailers"* means, collectively, each reseller designated as such by Truck Hero notice, but only to the extent that such reseller is not on the then-current Do-Not-Sell List (individually, an *"Authorized Retailer"*); (e) *the "Coverage Period"* means the Term and the reasonable period afterward, if any, until the Retailer has or should have sold or otherwise disposed of all of the Retailer's Inventories (such sale or other disposition will be in a manner consistent with the Relationship Documents); (f) *"Direct Orders"* means orders for any or all item(s) of the Products submitted by the Retailer directly to Truck Hero as permitted by the Relationship Documents; (g) *"Do-Not-Sell List"* means Truck Hero notice which indicates that (i) one or more individuals or entities is or are not authorized by Truck Hero to promote or resell any or all Truck Hero products (individually, an *"Unauthorized Reseller"*) or (ii) the designation of an Authorized Retailer as such has been revoked with respect to all Truck Hero products (*"Complete Revocation"*) or revoked only with respect to the Select Products (*"Partial Revocation"*); (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, trade dress, commercial symbols, copyrights, data, data bases, marketing information, trade secrets and confidential information in which the Truck Hero Parties claim(s) rights; (j) *"Nonexclusive Authorized Online Retailer"* means that (i) the Retailer may hold itself out as a reseller authorized by Truck Hero for the Products during the Term and (ii) any or all of Truck Hero 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 Retailer; (k) *"Party"*



means Truck Hero or the Retailer and **the "Parties"** means Truck Hero and the Retailer; (l) **the "Products"** means those Truck Hero products for resale by the Retailer as permitted in the Relationship Documents which are made available to the Retailer by any or all of (i) Truck Hero and (ii) the distributors specifically authorized by Truck Hero to sell to the Retailer (individually, **"Distributor"** and collectively, **the "Distributors"**); (m) **the "Relationship Documents"** means collectively this Agreement and the Truck Hero Policies; (n) **the "Retailer Parties"** means any or all of the Retailer and its Affiliate(s); (o) **the "Retailer's Inventories"** means all inventories of any or all item(s) of the Products in the Retailer's possession or under the Retailer's control; (p) **the "Select Products"** means those items of the Truck Hero products specified on a Do-Not-Sell List consisting of fewer than all items of the Truck Hero products; (q) **the "Special Accounts"** means, collectively, each individual or entity so designated by Truck Hero notice; (r) **"Truck Hero notice"** means notice to the Retailer from Truck Hero that either (i) complies with Section 16 of this Agreement or (ii) is made available on a Truck Hero-designated website and notice under such Section 16 is received by the Retailer, which, at a minimum, indicates that a change has been or will be made to what is posted thereon; (s) **the "Truck Hero Operating Companies"** means collectively each entity designated as such by Truck Hero; (t) **the "Truck Hero Parties"** means any or all of Truck Hero, its Affiliate(s) and its designees; (u) **the "Truck Hero 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 Truck Hero) and from time to time issued in writing or made available electronically by the policy administrator (or the designee(s) or successor(s) thereof) of Truck Hero to the Retailer and not expressly excluded by Truck Hero from the Truck Hero Policies; (v) **the "Term"** means the period from the Effective Date until this Agreement is terminated pursuant to Section 6 hereof; and (w) **"U.S."** and **"USA"** mean or refer to the United States of America.

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 AUTHORIZED ONLINE RETAILER

By: _____

Name: _____

Title: _____

Date: _____

Agreed and accepted in Ann Arbor, Michigan:

Truck Hero

By: _____

Date: _____

The Effective Date: _____

The Addendum

Principal address for notices to the Authorized Online Retailer

The Retailer (full business name): _____

Principal Address: _____ City: _____

Province/Territory: _____ Postal Code: _____ Phone: _____

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

Approvals: The Retailer may directly or indirectly advertise, promote and sell any or all item(s) of the Products (or, if so designated by Truck Hero, just one or more particular item(s) of the Products) only (a) under each name and (b) on each website indicated below:

- (i) Approved name(s) under which the Retailer operates
- (ii) Approved website(s) used by the Retailer

Principal address for notices to Truck Hero

Policy Administrator

Truck Heros, Inc.

5400 South State Road

Ann Arbor, MI 48108 USA

E-mail: rachel.hough@truck-hero.com

