RESELLER AGREEMENT

This Reseller Agreement (the “Agreement”) is entered into this **[day]** of **[month, year]** (the “Effective Date”), between Augusta Sportswear Brands, Inc. And Founder Sport Group, divisions of Team Acquisition Corp (“Supplier”), with offices located at 425 Park West Dr, Grovetown, GA 30813 and 111 Badger Lane, Statesville, NC 28625 and **[name of reseller/purchaser]** (“Reseller”) with offices located at **[address]**. Supplier and Reseller are sometimes individually referred to herein as a “Party” and collectively as the “Parties”).

WHEREAS, Supplier is in the business of the development, manufacture and sale of and desires to appoint Reseller as an authorized reseller of certain Supplier products identified herein pursuant to the terms and conditions set forth in this Agreement.

WHEREAS, Reseller is experienced in the promotion and sale of Products in the geographical area designated in Section 1 of the Agreement, and desires and is willing to promote and sell the Products pursuant to the terms and conditions set forth in this Agreement.

WHEREAS, Supplier takes seriously its responsibility to protect its trademarks and brand from practices that may harm, diminish or dilute its brand or cause consumer confusion. To that end, Supplier has adopted a Reseller Policy (“Policy”), attached hereto as Exhibit A and requires that each person, firm or entity (as applicable, a “Reseller”) that purchases Supplier’s products (the “Products”) for resale or other distribution agree to comply with the Policy.

NOW, THEREFORE, in consideration of the above declarations and the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

Appointment. The Supplier hereby appoints Reseller as an authorized reseller of the Supplier's products (the “Products”) in the authorized territory, which shall consist of **[geographic territory, e.g., New York/ United States/ North America, etc.]** (the “Territory”). The Territory may be revised from time to time by the Supplier with at least thirty (30) days prior notice to Reseller. This appointment is non-exclusive, and Supplier reserves the right to appoint other resellers in the Territory and/or to sell the Products itself in the Territory. Reseller shall not market or solicit customers or sales outside of the Territory, without Supplier's prior written consent, which consent shall be at the Supplier's sole discretion. In the event the Reseller becomes aware of any inquiries and/or leads for the sale of Products outside the Territory, Reseller shall promptly refer same to the Supplier.

**NO RESALE ON THIRD PARTY WEBSITES.** THE Policy is incorporated into, and hereby supplements, any contract entered into between SUPPLIER and Reseller with respect to Reseller’s purchase or sale of the Products. Any Reseller failing to comply with this Resale Policy will face adverse consequences ranging from suspension up to and including, revocation of its Authorized Reseller status, immediate termination of its account, and/or further legal action. Unless otherwise agreed with SUPPLIER in writing, Reseller may not advertise or sell the Products on the Third-Party websites or e-commerce marketplaces or resell Products to distributors or for further distribution in any manner on Third-Party websites.

Purchase Orders; Pricing; Credit.

Purchase Orders. Reseller shall order products in accordance with the terms and conditions of this Agreement. Orders for the purchase of Products (“Purchase Orders”) must be submitted to Supplier by Reseller by a reasonable and timely means. Each Purchase Order shall specify (i) the quantity of Products being ordered, (ii) Product prices, (iii) payment terms granted by Supplier, and (iv) a receipt date. Receipt dates must be during the term of the Agreement, except, Reseller may request, and Supplier may elect to accept, a Purchase Order with a requested receipt date after the expiration or termination of this Agreement, in which case the terms and conditions of this Agreement shall apply to such shipment, but under no circumstances should such shipment be deemed to be or construed as being a renewal or extension of this Agreement. Supplier assumes no liability for any delay in filling or shipping any Purchase Orders.

No Conflicting Terms. The Parties agree that the terms of this Agreement shall prevail over any conflicting terms and conditions in any Purchase Order or any other instrument or document provided by the Reseller. Any additional or different terms or conditions in any Purchase Order, or other instrument or response from Reseller shall be deemed objected to by Supplier without need of any further or additional notice of objection, and such additional or different term shall be of no effect or in any way binding upon Supplier.

**Acceptance of Purchase Order by Supplier.** Purchase Orders are subject to written acceptable by an authorized representative of Supplier. Supplier reserves the unconditional right to reject for any reason any Purchase Order, in whole or in part. Purchase Orders submitted by Reseller shall not be binding on Supplier until the earlier of written acceptance by Supplier or shipment, and acceptance by shipment shall only be binding as to the portion of the Purchase Order actually shipped by Supplier. Any automatic or computer-generated response to a Purchase Order by Supplier's applicable automated response system (if any), e.g., internal electronic data exchange system or otherwise shall not be deemed acceptance of a Purchase Order. Notwithstanding the foregoing, Supplier reserves the right to refuse, cancel or delay any Purchase Order placed by Reseller and accepted by Supplier when Reseller is delinquent in payments or when Reseller has failed to perform any of its obligations under this Agreement.

Invoices and Payment Terms. Supplier shall send Reseller invoices via mail, email, or facsimile for each shipment of Products. Invoices are due and payable within **[number, e.g., thirty (30)]** days from the date of invoice, provided that Supplier has elected to provide Reseller a line of credit, otherwise terms are cash in advance of shipment. Payments due hereunder must be made, at Supplier's sole discretion and option, by wire transfer or certified check. The Supplier reserves the right to change or modify payment terms upon thirty (30) days' notice to Reseller. Reseller shall have no right of offset or withholding under this Agreement. Any amounts not paid by Reseller when due to Supplier shall be subject to interest charges, from the date due until paid, at the rate of one and one half percent (1.5%) per month or the highest interest rate allowable by law (whichever is less), payable monthly. If any amounts due to Supplier from Reseller, for any reason, become past due, Supplier may at its option and without further notice withhold further shipment of Products until all invoices have been paid in full.

Credit Terms. Supplier may, but shall not be obligated to, grant credit terms to Reseller. In the event Supplier does grant Reseller credit terms, Supplier reserves the right, in its sole discretion and without prior notice, to deny, change or limit the amount or duration of credit to be allowed Reseller, either generally or with respect to a particular Purchase Order. Any changes to credit terms and/or any withholding or delay of shipment of Products by Supplier resulting from such changes or credit limitations will not be construed as a cancellation or breach of this Agreement by Supplier. Reseller agrees to provide Supplier with financial statements and other evidence of corporate and financial standing as Supplier may reasonably request from time to time during the term of this Agreement to evaluate Reseller's credit risk.

Prices; Price Reductions. Supplier will establish prices for Products to Reseller and shall at all times have the right, which may be exercised in its sole discretion, to increase or decrease the prices of its Products. Such increases or decreases shall be deemed effective upon notice to Reseller which may be sent in writing, via email and shall apply to all Purchase Orders submitted after such notice has been provided and those Purchase Orders which have been already been submitted to but have not yet been accepted by the Supplier. Prices do not include, and Supplier shall not be responsible for, the cost of freight, insurance, or any required federal, state or local sales or other taxes, duties, export or custom charges, VAT charges, brokerage or other fees.

Past Due Amounts. If any amount due Supplier by Reseller, for any reason, becomes past due, Supplier may at its option and without further notice withhold further shipments or deliveries to Reseller until all invoices are paid in full. If any indebtedness shall be more than [number, e.g., fifteen (15)] days past due, in addition to those additional remedies set forth in this Agreement, Supplier may at its election terminate this Agreement upon ten (10)] days written notice to Reseller, and all sums owed by Reseller shall become immediately due and payable regardless of the payment terms set forth elsewhere in this Agreement.

Taxes. Reseller shall be responsible for any national, state, or local sales, use, value added or other tax, tariff, duty or assessment levied or imposed by the United States or any foreign governmental authority arising out of or related to any of the transactions contemplated by this Agreement, other than taxes based upon Supplier's income. Reseller must pay directly, or reimburse Supplier for the amount of such sales, use, value added or other tax, tariff, duty or assessment which Supplier is at any time obligated to pay or collect.

Past Audit Claims. Reseller shall, at Supplier's request, provide full and complete records which fully support any discrepancies Reseller may claim exist between any amounts the Supplier claims are due for Reseller and the amounts Reseller claims are owed to or are due from Supplier. Any claim of discrepancies raised by Reseller shall be waived by Reseller if such claim is not made within [number, e.g., six (6) months] from the date of invoice on which claim is based.

Purchase Money Security Interest. Supplier reserves a purchase money security interest in all goods or inventory sold pursuant to this Agreement and proceeds thereof until payment in full is made for all goods and services provided in connection with the sale. Reseller agrees to execute any financing statement requested by Supplier to perfect its security interest in the goods.

Shipments of Products.

Shipment Terms. All Products purchased by Reseller under this Agreement will be suitably packaged for shipment in Supplier's standard containers, marked for shipment to Reseller at the address specified in the Purchase Order, and delivered to Reseller. If Reseller fails to designate a forwarding agent, Supplier will make such designation in accordance with its standard shipping practices. Shipment of Products under this Agreement shall be F.O.B. Supplier's warehouse or any such other related facility. Supplier shall use commercially reasonable efforts to ship Products to Reseller on or before the requested receipt date designated in a Purchase Order. The Parties agree, however, that shipment of any Products ordered from Supplier under this Agreement may be delayed for a period of time sufficient to allow Supplier to manufacture and assemble or otherwise acquire the Products for Reseller, and the Parties further agree that Supplier shall not be held liable to Reseller or any other party for any delay in shipment of any Purchase Order. Any expense for any special packaging or any special delivery requested by Reseller shall be borne solely by Reseller.

Title and Risk of Loss. Title and risk of loss will pass F.O.B. Supplier's shipping point. Reseller will be responsible for any pay all freight, shipment, and insurance charges associated with shipment of the Products, even if the order is rejected upon delivery.

Supplier's Right to Delay, Cancel or Allocate.Notwithstanding Supplier's obligations in this Agreement, Supplier reserves the right to refuse, cancel or delay any shipment to Reseller when Reseller is delinquent in payments, when payment for a shipment has not been arranged to Supplier's reasonable satisfaction, or when Reseller has failed to perform any of its obligations under this Agreement. Should any Purchase Order for Products exceed Supplier's available inventory, Supplier shall in its sole discretion determine how to allocate its available inventory without liability to Reseller on account of the method of allocation determined or its implementation.

Acceptance of Shipments. Reseller shall have three (3) days from the date of arrival of the shipment of the Products to the shipping location designated by Reseller to inspect the Products and notify Supplier of any discrepancies with respect to shipments of Purchase Orders, including, but not limited to any discrepancies in the quantity or quality of the Products. Notices of any discrepancies shall be in writing and directed to **sales@augustasportswear.com**. Unless a notice of a discrepancy is reported to Supplier as required in this Section 3(d), all shipments of Products will be deemed accepted by the Reseller.

Insurance. Reseller shall maintain during the term of this Agreement Commercial General Liability Insurance with insurance companies with an AM rating of A- or better or that is otherwise acceptable to the Supplier, with minimum limits of not less than $1,000,000 per occurrence. Reseller shall provide Supplier with thirty (30) days prior written notice of any change or cancellation in any applicable insurance policy. All insurance policies shall name Supplier as an additional insured and shall contain an endorsement waiving subrogation rights against Supplier. Reseller shall provide proof of such insurance within thirty (30) days of the Effective Date of this Agreement and will provide Supplier, upon written request, copies of the insurance policies.

Warranty. Supplier makes no warranties or representations to Reseller or any other person with respect to the Products or any service provided to Reseller or any other person, except as may be set forth in Supplier's documents or website (the “Limited Warranty”). All sales to Reseller shall include and be subject to Supplier's standard Limited Warranty, warranty disclaimers and limitations on liability in effect for the Products at the time of shipment of the Products to Reseller, unless expressly agreed otherwise in a separate document referencing this Agreement and signed by authorized representatives of the Parties. Supplier reserves the right to change any of the terms of the Limited Warranty at any time, upon notice to Reseller. Reseller will not alter the Limited Warranty, warranty disclaimers and limitation of liability without the prior written authorization of Supplier, nor extend or make any additional warranty or representation regarding the Products unless expressly authorized by Supplier.

THE LIMITED WARRANTY REFERRED TO IN THIS SECTION IS THE ONLY WARRANTY, EXPRESS OR IMPLIED, THAT SUPPLIER MAKES WITH RESPECT TO THE PRODUCTS. SUPPLIER SPECIFICALLY DISCLAIMS ALL OTHER IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Intellectual Property Rights.

Supplier's Intellectual Property. Subject to the terms and conditions of this Agreement, during the term of this Agreement Supplier hereby grants to Reseller a revocable, non-transferable, non-exclusive, limited license to use Supplier's logos, trademarks, and trade names (collectively the “Supplier Marks”), solely in connection with the marketing, advertisement and sale of the Products in the authorized Territory designated in Section 1 of the Agreement. Such license shall immediately terminate upon the expiration or termination of this Agreement. Reseller shall strictly comply with all standards of use for the Supplier Marks and must at all times display appropriate trademark and copyright notices as instructed by Supplier. All media advertising, printed materials, and electronic documents in which a Supplier Mark is used must be submitted to Supplier for review in advance and must not be distributed or used in any manner without the prior written approval of Supplier. Reseller acknowledges and agrees that the Supplier Marks and other intellectual property provided to Reseller by Supplier, if any, are the sole and exclusive property of Supplier. Reseller shall not acquire any right, title or interest under this Agreement in any patent, copyright, Supplier Mark or other intellectual property right of any kind of Supplier. No implied license, patent, copyright or other intellectual property right of Supplier is granted under this Agreement or otherwise. During the term of this Agreement and thereafter, Reseller shall not do anything that will in any manner infringe, impeach, dilute or lessen the value of the Supplier Marks, patents, copyrights or other intellectual property of Supplier or the goodwill associated therewith or that will tend to prejudice the reputation of the Supplier or the sale of any Supplier products.

Confidential Information.

Confidential Information. The Reseller acknowledges and agrees that during the term of this Agreement, it may receive confidential information from the Supplier. “Confidential Information” shall mean (i) information relating to the Supplier, and its affiliates, products or business including, but not limited to, the business plans, financial records, customers, suppliers, products, product samples, strategies, inventions, procedures, sales aids or literature, technical advice or knowledge, contractual agreements, pricing, price lists, Product white paper, and know-how or other intellectual property, that may be at any time furnished, communicated or delivered by Supplier to Reseller, whether in oral, tangible, electronic or other form and (ii) all other non-public information provided by Supplier to the Reseller, but not limited, to financial, technical and business information, and all non-promotional materials furnished by the Supplier to Reseller.

Exceptions. The Reseller shall not have any obligations to preserve the confidential nature of any Confidential Information that (a) it can demonstrate by competent evidence was rightfully in the Reseller's possession before receipt from the Supplier; (b) is or becomes a matter of public knowledge through no fault of the Reseller; (c) is rightfully received by the Reseller from a third party without a duty of confidentiality; or (d) is disclosed by the Reseller with the Supplier's prior written approval. In the event the Reseller is requested in any legal action or proceeding to disclose any Confidential Information, the Reseller shall, unless prohibited by applicable law, give the Supplier prompt notice of such request, and shall reasonably assist the Supplier in its efforts to obtain an appropriate protective order.

Use of Confidential Information; Standard of Care. The Reseller shall maintain the Confidential Information in confidence and disclose the Confidential Information only to its employees who have a need to know such Confidential Information in order to fulfill the business affairs and transactions between the Parties contemplated by this Agreement and who are under binding confidentiality obligations no less restrictive as this Agreement. The Reseller shall remain responsible for breaches of this Agreement arising from the acts of its employees. The Reseller shall protect Confidential Information by using the same degree of care as it uses to protect its own information of a like nature, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure, dissemination, or publication of the Confidential Information. The Reseller agrees not to use the Supplier's Confidential Information for its own purpose or for the benefit of any third party, without the prior written approval of the Supplier. In the event Reseller becomes aware of any improper use or disclosure of Confidential Information, it shall immediately notify the Supplier and shall take all available measures to prevent any further misuse or improper disclosure of the Confidential Information. The Reseller shall promptly return or certify destruction of all copies of Confidential Information upon request by the Supplier at any time or upon the expiration or earlier termination of this Agreement.

Equitable Relief and Liquidated Damages. The Reseller hereby agrees and acknowledges that any breach or threatened breach of this Agreement will result in irreparable harm to the Supplier for which there may be no adequate remedy at law. In addition to other remedies provided by law or at equity, in such event the Supplier shall be entitled to injunctive relief, without the necessity of posting a bond and without having to establish any actual damages, to prevent any breach or further breach of this Agreement by the Reseller. In the event of such breach, Supplier shall have the right to immediately terminate this Agreement, cease shipments to Reseller, cancel all orders, and Reseller agrees to immediately cease its use of any Reseller intellectual property and return all such property to Supplier. Further, and because actual damages for breaches of this Agreement would be difficult if not impossible to quantify, in the event of such breach or breaches, Reseller agrees to pay to Supplier as liquidated damages and not a penalty fifty thousand and no/dollars ($50,000) for any such breach.

Indemnification.

Supplier's Indemnity Obligations for Intellectual Property Infringement. Supplier agrees to defend, indemnify and hold harmless Reseller from and against any and all third party losses, damages, suits, expenses (including reasonable attorneys' fees) and costs (collectively “Claims”) alleging that the Supplier Marks or any Products sold to Reseller under this Agreement infringe any U.S. patent, trademark or copyright; provided that Supplier is promptly notified in writing of the Claim and given complete control of the defense and settlement of the Claim. Reseller shall fully cooperate with Supplier, its legal counsel and its insurance carriers in the defense of such Claims. If the use or sale of any Products furnished under this Agreement is enjoined as a result of a Claim, Supplier may, but is not required, at its option, to either obtain on behalf of the Reseller the right to continue to use or sell such products, substitute an equivalent product reasonably acceptable to Reseller in its place, or reimburse Reseller the purchase price of the Products. Notwithstanding the foregoing, the Supplier's indemnification obligations hereunder shall not apply or cover any Claims based upon any infringement or alleged infringement of any patent, trademark or copyright resulting from the alteration of any Supplier Marks or Products by the Reseller or a representative of the Reseller or the combination of any Products with any other products or the combination of any Supplier Marks with any other mark, if such infringement claim would have been avoided but for such alteration or combination by Reseller. This indemnity shall not cover any Claims in which Reseller fails to provide Supplier with prompt written notice which lack of notice prejudices the defense of the Claim.

THE FOREGOING STATES THE ENTIRE OBLIGATION OF SUPPLIER AND EXCLUSIVE REMEDY OF RESELLER WITH RESPECT TO SUPPLIER’S INDEMNIFICATION OBLIGATIONS FOR THE SUPPLIER PRODUCTS AND SUPPLIER MARKS FURNISHED PURSUANT TO THIS AGREEMENT.

Supplier's Additional Indemnity Obligations. Supplier hereby agrees to defend, indemnify and hold harmless Reseller from and against any and all third party Claims (i) arising out of any defects in any Products existing at the time such Products are sold by Supplier to Reseller, or (ii) arising out of the gross negligence or willful misconduct of Supplier, its employees, agents or representatives with respect to Supplier's performance of this Agreement; provided that Supplier is promptly notified in writing of the Claim and given complete control of the defense and settlement of the Claim. Reseller shall reasonably cooperate with Supplier, its insurance Supplier and its legal counsel in its defense of such Claims. This indemnity shall not cover any Claims in which Reseller fails to provide Supplier with prompt written notice which lack of notice prejudices the defense of the Claim. Reseller shall also have the right to participate in the defense of any such action and have the right to hire its own legal counsel at Reseller's expense.

Reseller's Indemnity Obligations to Supplier. Reseller hereby agrees to defend, indemnify and hold harmless Supplier, its affiliates and their respective officers directors, employees and agents from and against any and all Claims (i) arising out of the acts or omissions of Reseller, its employees, agents or representatives with respect to its performance of this Agreement, (ii) arising out of the alteration or modification of the Products or Supplier Marks by Reseller or its employees, agents or representatives or the use of the Products or Supplier Marks in combination with any other products or marks, or (iii) alleging that the Reseller's Marks infringe or otherwise violate the intellectual property rights of a third party. Supplier shall also have the right to participate in the defense of any such action and have the right to hire its own legal counsel at Supplier's expense.

Limitation of Liability; Actions. IN NO EVENT SHALL SUPPLIER BE LIABLE TO RESELLER UNDER THIS AGREEMENT FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

NO ACTION SHALL BE BROUGHT FOR ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, EXCEPT FOR MONEY DUE ON AN OPEN ACCOUNT.

Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for one (1) year (the “Initial Term”) unless terminated earlier as provided in this Agreement. The Agreement shall automatically be extended for additional one (1) year periods unless either Party provides written notice to terminate at least ninety (90) days prior to the expiration of the Initial Term or any renewal term.

Termination.

Termination for Breach. Either Party may terminate this Agreement at any time in the event of a material breach by the other Party that remains uncured after (i) in the event of a monetary breach, ten (10) calendar days following written notice thereof; and (ii) in the event of a non-monetary breach, thirty (30) days following written notice thereof. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either Party. Termination shall be in addition to any other remedies that may be available to the non-breaching Party.

Termination for Financial Insecurity. Either Party may terminate this Agreement and any outstanding Purchase Orders (to the extent Products have not already been delivered to the carrier for shipment) immediately at its option upon written notice if the other Party: (i) becomes or is declared insolvent or bankrupt; (ii) is the subject of a voluntary or involuntary bankruptcy or other proceeding related to its liquidation or solvency, which proceeding is not dismissed within ninety (90) calendar days after its filing; (iii) ceases to do business in the normal course; or (iv) makes an assignment for the benefit of creditors. This Agreement shall terminate immediately and automatically upon any determination by a court of competent jurisdiction that either Party is excused or prohibited from performing in full all obligations hereunder, including, without limitation, rejection of this Agreement pursuant to 11 U.S.C. §365.

Termination for Convenience. Supplier may terminate this Agreement at any time with or without cause by giving Reseller ninety (90) days prior written notice. Such termination shall not relieve the Parties' obligations with respect to accepted Purchase Orders.

Obligations upon Termination. Upon termination of this Agreement, Reseller shall cease to be an authorized reseller of the Products and (i) all amounts of indebtedness owing by Reseller to Supplier shall become immediately due and payable, notwithstanding prior terms of sale, (ii) all unshipped orders may be cancelled by Supplier without liability, and (iii) Reseller shall resell and deliver to Supplier upon demand by Supplier, free and clear of all liens and encumbrances, such Products as Supplier may elect to repurchase from Reseller (in the original factory packaging). Within thirty (30) days of termination of this Agreement, Reseller shall remove and not thereafter use any sign, display, or other advertising or marketing means containing Supplier Marks. In addition, Reseller shall immediately destroy all advertising matter and other printed materials in its possession or under its control containing the Supplier Marks [except for those in-store materials directly necessary for the resale of the Products which may be remaining in Reseller's possession after termination, which materials Reseller may continue to utilize until all remaining Products have been sold or [number, e.g., ninety (90) days after termination, whichever comes first, after which Reseller shall cease the use of any such Supplier Marks.

Compliance with Laws.

Compliance with Laws; Notification. Reseller represent, warrants and covenants that it shall comply with all applicable international, nation, state, regional and local laws and regulations, including, without limitation, the United States Foreign Corrupt Practices Act of 1977 and the Export Control Act, as may be amended from time to time, in performing its duties hereunder and in any of its dealings with respect to the Products. Reseller shall promptly notify Supplier in the event Reseller knows or has reason to believe that any act or refrainment from acting required by or contemplated by this Agreement violates any applicable law, rule, or regulation (whether criminal or non-criminal) or if it becomes aware that any Products contain a defect which could create a substantial product hazard or an unreasonable risk of serious injury or death.

Compliance with U.S. Export Laws. Reseller acknowledges and understands that the Products may be subject to restrictions upon export from the United States and upon resale after export. Reseller therefore represents and warrants that it shall comply fully with all relevant regulations of the U.S. Department of Commerce, with the U.S. Export Administration Act, and with any other import and/or export control laws or regulations of the United States or the Territory. Reseller, upon the request of Supplier, shall execute and deliver to Supplier a letter of written assurance concerning technical data and U.S. Export Administration Regulations. If Supplier is aware that any of the Products are subject to such export laws, it shall so advise Reseller.

Reseller’s Representations and Warranties. Reseller represents and warrants to the Supplier that (i) Reseller is a business entity, duly organized, validly existing, and in good standing under the laws of the state of its principal offices and is authorized to do business in each jurisdiction in which it conducts its business (or) the Territory; (ii) its appointment as an authorized reseller and its sale of Products under this Agreement does not violate any existing obligations or contracts of the Reseller; (iii) it has the full legal right, power, and authority to enter into and perform this Agreement; (iv) the individuals signing this Agreement on its behalf are authorized to execute this Agreement and that no further proof of authorization shall be required; and (vi) there are no pending or threatened actions or proceedings or government investigations against it that may affect its performance of this Agreement.

General Terms.

Independent Contractors. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Neither Supplier nor Reseller has the authority to bind the other, to incur any liability or otherwise act on behalf of the other. Reseller shall be solely responsible for payment of its employees' and personnel's salaries (including withholding of income taxes and social security), workers compensation, and all other employment benefits.

Assignment. Neither this Agreement, nor any right or interest herein, may be assigned by Reseller, in whole or in part, without the express written consent of the Supplier, which consent shall be at Supplier's sole discretion. Supplier may assign this Agreement to any affiliated company without Reseller's consent, or if the assignment is carried out as part of a merger, restructuring, or reorganization, or sale or transfer of all or substantially all of the Supplier's assets. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and legal representatives. There are no third party beneficiaries to this Agreement.

Notices. Unless otherwise agreed to by the parties, all notices shall be deemed effective when received and made in writing by either (i) registered mail, (ii) certified mail, return receipt requested, (iii) overnight mail, or (iv) fax with confirmation, addressed to the Party to be notified at the following address or to such other address as such Party shall specify by like notice hereunder:

Supplier:

Augusta Sportswear Brands, Inc.

425 Park West Dr.

Grovetown, GA 30813

Attention: **groupregistration@augustasportswear.com**

Reseller:

**[address]**

Attention: **[name]**

Force Majeure. Neither Party shall liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, pandemics, epidemics, local disease outbreaks, public health emergencies, or acts of God, in which event the non-performing Party shall be excused from its obligations for the period of the delay and for a reasonable time thereafter. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within three (3) business days of its occurrence.

Governing Law; Venue. This Agreement shall be governed by the laws of the State of Georgia, without giving effect to the principles of conflicts of law of such state and shall be binding upon the parties hereto in the United States and worldwide. The UN Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claims or legal actions by one Party against the other arising under this Agreement or concerning any rights under this Agreement shall be commenced and maintained in any state or federal court located in Richmond County, Georgia. Both parties hereby submit to the jurisdiction and venue of any such court. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.

Attorney’s Fees. If either Party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney’s fees and any court, arbitration, mediation, or other litigation expenses from the other Party.

Collection Expense. If Supplier incurs any costs, expenses, or fees, including attorney's fees and professional collection services fees, in connection with the collection or payment of any amounts due from the Reseller under this Agreement, Reseller agrees to reimburse Supplier for all such costs, expenses and fees.

Cumulative Remedies. Except as otherwise provided for in this Agreement, the rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

Survival. The provisions of this Agreement which by their sense and context should survive any termination of expiration of this Agreement, including without limitation sections 5 (warranty), 7 (confidentiality), 8 (indemnification), 9 (limitation of liability), 12 (compliance with laws) and 14 (general terms) shall so survive.

Severability. If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

**Headings; Construction** The headings/captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly for or against any of the parties hereto, regardless of which Party was more responsible for the preparation of this Agreement or any portion thereof, and any ambiguity that might exist herein shall not be construed against the drafting Party.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others.

Waiver. The failure of either Party to enforce any provision of this Agreement, except with respect to the past audit claim waiver provided in Section 2(i) of this Agreement, shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision in the Agreement thereafter. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party.

Entire Agreement; Modification. This Agreement is the entire agreement between the Parties with respect to the subject matter and supersedes any prior agreement or communications between the Parties hereto, whether written, oral, electronic or otherwise, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by authorized representatives of both Parties.

In witness whereof, the Parties hereto have executed this Reseller Agreement on the date set forth below.

AUGUSTA SPORTSWEAR BRANDS, INC.

|  |  |  |
| --- | --- | --- |
| By: |  |  |
| Name: | **Derek Ernst** |  |
| Title: | **Chief Commercial Officer** |  |
|  |  |  |

Reseller **\*MANDATORY MUST SIGN BELOW\***

|  |  |  |
| --- | --- | --- |
| By: |  |  |
| Name: | **[print name]** |  |
| Title: | **[title]** |  |
| Date: | **[date]** |  |

**EXHIBIT A**

