



23215 Early Avenue, Torrance, CA 90505
T 310.326.4700 F 310.326.3311 Toll Free 800.473.5422

INTERNET RESELLER & TRADEMARK POLICY — Australia —

In order to maintain its strong brand identity and address the proliferation of authorized and unauthorized resellers improperly using the trademarks of Pelican Products, Inc. ("Pelican") in connection with their online sales and promotions, Pelican has adopted this policy detailing how its Authorized Distributor/Dealer Resellers (defined below) may sell Pelican's products on the internet. By adhering to this policy, the Pelican brand will be strengthened and protected. This will benefit not only Pelican, but also the Resellers who properly adhere to this policy.

RESELLER POLICY

1. For purposes of this policy, the following definitions apply:
 - a. "Reseller" and/or "Authorized Distributor/Dealer" means a person or entity that has a customer account with and sources directly from Pelican and offers for sale or sells Pelican products; it expressly *excludes* Pelican and any end-user consumer who purchased, without an intent to resell, a Pelican product for the consumer's personal use, even if the consumer later offers for sale or sells the product.
 - b. "Platform" means any website, mobile application, social media service, or online or digital service that provides or links to a virtual, online, digital or mobile marketplace, "storefront", auction process, commercial transaction or sales opportunity (e.g., consignment), or otherwise provides a means to make an offer for sale, regardless of whether the owner or operator of the service also operates physical or brick-and-mortar wholesale or retail establishments.
 - c. "Pelican Trademark" means any trademark, service mark, logo, trade dress or other source identifier that is owned by Pelican.
 - d. "Third Party" means any person or entity other than Pelican or its Resellers.
 - e. "Non-Pelican Platform" means any Platform that is not owned and controlled by Pelican, and that operates under or in association with a third-party name or brand (including, only by way of example, Amazon.com, eBay, Jet.com, Walmart.com, Newegg, and Rakuten).
2. Resellers shall not, directly or indirectly, assist, offer for sale or sell Pelican products on any Non-Pelican Platform other than the Reseller's own proprietary Platform without prior written approval from Pelican.
3. Any Reseller who has received prior written approval from Pelican to offer for sale and sell on one or more Non-Pelican Platforms may continue to offer for sale and sell Pelican products on the approved Non-Pelican Platform(s) only if the Reseller is in full compliance with the remaining terms of this policy.

4. Resellers shall employ best efforts to portray Pelican and Pelican's products in a positive light in any product listing using or displaying a Pelican Trademark on any Platform.
5. Resellers shall not, and shall not directly or indirectly cause, direct, assist or encourage a Third Party to offer for sale or sell on any Platform any Pelican products that are bundled or modified with the Reseller's product(s) or a Third Party's product(s) without prior written approval from Pelican.
 - a. This restriction does not prohibit Resellers from offering for sale or selling on any Platform a Reseller's or Third Party's product(s) separate and apart from Pelican products and stating that such products are "compatible with" or "designed for" a specific Pelican product, if that statement is accurate, truthful and not misleading or deceptive. When making such a compatibility statement, Resellers shall:
 - i. Identify the Reseller's or Third Party's trademark first in all listing or product titles or headings, followed by "compatible with" or other similar wording, and the name of the applicable Pelican product (e.g., "BRAND Foam, compatible with Pelican™ Cases"); and
 - ii. Avoid use of the Pelican Trademark in a conspicuous or eye-catching manner, such as in a larger size than other text, all capital letters, or placement in a prominent position; and
 - iii. Use proper trademark notices and attribution as described in this policy as well as at <https://www.pelican.com/au/en/about/terms-and-conditions/>
6. Resellers may sell Pelican products on their own proprietary Platforms subject to this policy. Resellers selling Pelican products on their own proprietary Platforms:
 - a. May sell competitors' products.
 - b. May link to other companies and/or other products.
 - c. May **not** use and display the Pelican "Authorized Online Distributor" logo without the prior express, written permission of Pelican.
 - d. May **not** sell Pelican products to customers with "ship to" addresses located outside of Australia and its territories. Shipments to freight forwarders and to addresses that the Reseller knows, or should know, is not the retail customer's actual address will be in violation of this policy.
7. Resellers who sell or supply Pelican's products to Third Parties that offer for sale or sell Pelican's products shall provide those Third Parties with a copy of or link to this policy and require that they comply with this policy.
8. Except as expressly approved by this policy, or by Pelican in writing, offers for sale and sales to any Third Party that sells, or intends to sell, Pelican products on any Non-Pelican Platform are strictly prohibited. To assist Resellers in complying with this policy, Pelican from time-to-time may issue a list of known Third Parties to whom sales are prohibited. Note, however, that consulting any such DO NOT SELL list does not end or limit a Reseller's obligations in identifying prohibited Third Parties prior to a sale. Third Parties aware of this policy will likely be creative in their attempts to get the products they want, so review of a Pelican DO NOT SELL list is only one step that should be taken to ensure compliance with this policy. Any such DO NOT SELL list is intended by Pelican to be used by Resellers as a reference tool only and does not prevent the Reseller from being found in violation of this policy.

9. To ensure compliance with this policy, Pelican reserves the right to audit all electronic and paper records of Resellers as appropriate. Resellers that are audited will be responsible for providing Pelican with satisfactory evidence substantiating compliance with this policy, including but not limited to the invoice(s), customer contact information, shipping documents and such other documentation as is reasonable and necessary to show that the requirements in this policy have been met. If a cooperating Reseller is unable to provide the documentation requested, the sale may be deemed a Non-Pelican Platform sale in violation of this policy and the Reseller may be subject to discipline set forth herein. Refusal to cooperate with an audit under this paragraph may result in termination of the Reseller's ability to purchase products from Pelican or other Pelican Resellers.
10. Notwithstanding any other provisions herein, if, in violation of this policy, a Reseller sells on a Non-Pelican Platform or sells to a Third Party who then sells on a Non-Pelican Platform in violation of this policy, the following discipline and enforcement action may apply:

1st violation: Upon learning of the violation, Pelican may notify the violator, who shall be required to immediately cease sales activities which are a violation of this policy. From the date of notification and continuing for 30 days after the offending activity has ceased, Pelican will suspend shipments to the violator in the product category of the violation.

2nd violation: Upon learning of a 2nd violation by the violator involving the same product category, Pelican may, in its sole discretion, notify the violator and impose penalties including, but not limited to, termination or suspension of shipments or refusing to accept further orders for said product category for a period commencing on the date of notification to the violator and continuing for 90 days after the violation has been corrected to Pelican's satisfaction.

3rd violation: Upon learning of a 3rd violation by the violator involving the same product category, Pelican may, in its sole discretion, notify the violator and impose penalties including, but not limited to, termination or suspension of shipments or refusing to accept further orders for said product category for a period commencing on the date of notification to the violator and continuing for 180 days after the violation has been corrected to Pelican's satisfaction.

TRADEMARK AND COPYRIGHT POLICY

11. Resellers shall not use any Pelican Trademark, in whole or in part, in any business entity names, fictitious business names, trading names, "doing business as" (dba) names or other name on or in connection with, or otherwise to identify, a Platform or a page, account, website or web page within a Platform.
12. Resellers shall not use any Pelican Trademark in any URL, email address, domain name, digital account name, or social media handle, and shall not register, renew or maintain, directly or indirectly, domain name(s) or social media handle(s) containing any Pelican Trademark.
13. Resellers may use a Pelican Trademark in plain text (e.g., PELICAN™ or STORM CASE™) to refer accurately to the relevant Pelican product. Resellers shall not use any Pelican Trademark in stylized letters or logo form, nor shall Resellers use Pelican's distinctive yellow and red color scheme or trade dress. Resellers shall not use a Pelican Trademark more conspicuously or prominently than the Reseller uses its own name, trademarks or branding.
14. Resellers shall not use any Pelican Trademark, or modified version of a Pelican Trademark, as the icon associated with a website displayed in the Internet browser's address bar (e.g., as a "favicon") or as a profile picture for a page, account, website or web page within a Platform.

15. With respect to social media services, a Reseller is permitted to identify itself as an authorized distributor or dealer of Pelican products for an identified territory on an “about” page, section or description of the Reseller’s page, account, website or web page within a Platform, provided (i) such information is accurate, (ii) Reseller first clearly and conspicuously identifies itself by its business name, which is in compliance with Paragraph 11, (iii) use of any Pelican Trademark is not more prominent, larger or more conspicuous than such business name, and (iv) the Reseller complies with all additional requirements within this policy.
16. Resellers shall always include a generic term (e.g., “case,” “light,” “product line,” or “brand”) immediately after the Pelican Trademark in text. Example of use compliant with this policy are: “Pelican™ brand cases” and “Storm Case™ product line.”
17. Resellers shall not modify a Pelican Trademark in any manner. By way of example only, without limitation, Resellers shall always:
 - a. Spell each mark exactly as shown on Pelican’s Trademark List (<https://www.pelican.com/au/en/about/terms-and-conditions/#trademarks>);
 - b. Refrain from inserting or omitting hyphens, commas, or other punctuation; and
 - c. Refrain from making a Pelican Trademark plural (e.g., “Storm Cases”) or possessive (“Pelican’s).
18. Resellers shall always use an appropriate trademark notice symbol at least once per page in any instance where a Pelican Trademark appears (e.g., websites, printed materials, packaging, advertising, etc.). Trademark notice is recommended at the first or most prominent appearance of the mark on each page.
19. All marketing and promotional materials related to Pelican products should contain the following trademark attribution sentence:

“All trademarks are registered and/or unregistered trademarks of Pelican Products, Inc., its subsidiaries and/or affiliates.”

When used on a website, this attribution sentence should appear at the bottom of each page, such as below the copyright notice on the website.
20. A complete list of Pelican’s trademarks and logos can be found at <https://www.pelican.com/au/en/about/terms-and-conditions/#trademarks>.
21. Resellers shall not copy, distribute or display photographs or other marketing materials from Pelican’s website or other advertising or promotional materials without Pelican’s consent.
22. Pelican reserves the right to amend this policy, in its sole and absolute discretion, from time to time upon written notice. In addition, Pelican may make limited or one-time exceptions, in its sole and absolute discretion, to one or more of the requirements set forth in this policy. Any exception to this policy requires the express, written authorization from Pelican and is subject to revocation at Pelican’s sole discretion without prior notice. Any such exception shall not be construed as a waiver of such requirements for the future or for any other or all Resellers, generally.
23. Notwithstanding any other provisions herein, Pelican reserves the right to take any action it deems appropriate, in its sole and absolute discretion, to enforce this policy, depending upon the circumstances of the violation, up to and including: (a) requiring a Reseller to cease using Pelican Trademarks in any respect, including without limitation in domain name(s), social media handles or on product pages, (b) requiring a Reseller to transfer domain name(s) or social media handles

containing a Pelican Trademark to Pelican; and (c) termination of the Reseller's ability to purchase Pelican products.