

TRADE AGREEMENT



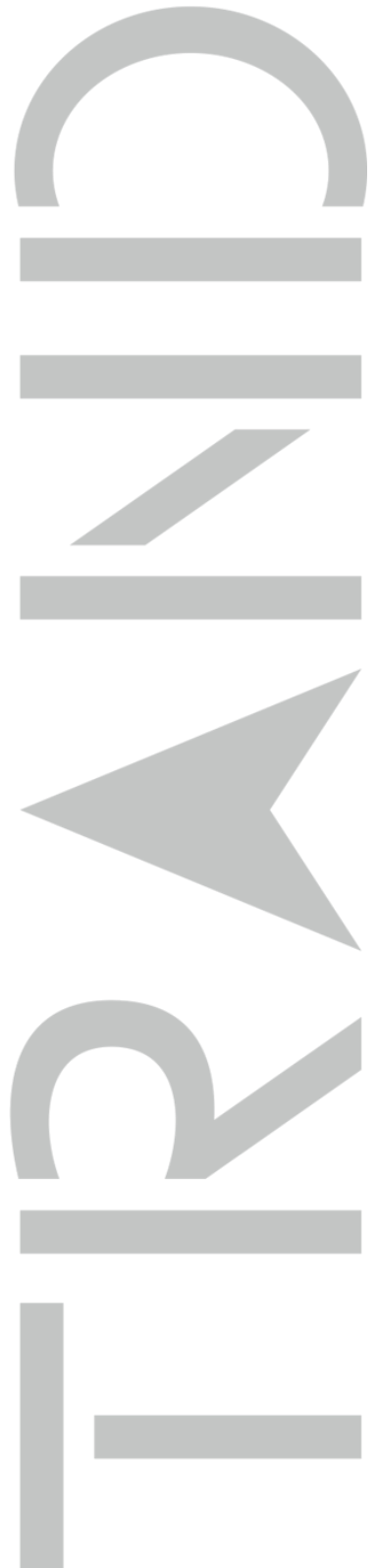
Concluded between

Company: TRAND® e.U. (hereinafter referred to as "TRAND®")
Street: St. Josef 167
Postcode & City: 8503 St. Josef
Country: Austria

and

Company: _____
Street: _____
Postcode & Town: _____
Country: _____

hereinafter referred as "Dealer".



Preamble

Consumers have high expectations of TRAND® products. As a specialist, TRAND® always has its finger on the pulse of the times and has been a driver of innovation from the very beginning. Thus TRAND® offers modern products ranging from mounts for weapons to mounting systems for equipment.

In addition to the exclusive production and manufacturing in Europe, the brand is characterised by the highly technical components of the products, which means that a certain amount of consultation is indispensable. This is a prerequisite for the specialist dealer, who thus forms an essential interface to the end consumer.

In order to meet the high quality standard of the products and the high expectations of the end consumers, TRAND® distributes through qualified and authorised specialist dealers in the course of a selective distribution system.

This is to ensure that:

- the TRAND® brand and its high-quality products are presented to the end consumer as strongly as possible in accordance with the brand orientation,
- the range of TRAND® products is available as comprehensively as possible at the specialised trade partner's in order to be able to make all sought-after products available to the end customer at short notice,
- the specialised trade partner is able to advise the end customer competently through appropriate training,
- individual end customer requirements and concerns are fulfilled in the best possible way and
- a partnership-based cooperation of the specialised trade partner with TRAND® is implemented.

Thus, this partnership agreement between the specialist dealer and TRAND® serves as the basic framework for a close and sustainable partnership.

1. Subject matter of the agreement

a. The subject matter of the agreement is the distribution of the "TRAND®" brand (hereinafter referred to as the brand), which is available to the distributor and with which TRAND® supplies the distributor as a reseller. After signing the agreement, TRAND® shall transfer to the Distributor the right to access the respective product range and marketing material.

2. Product portfolio

- a. The product ranges shall be subdivided according to the specialist dealer.
- b. Products which are made available to the specialist dealer by the brand and are listed in the respective price lists are referred to as brand products. This also applies to products that are adapted, modified or newly developed in the future. TRAND® reserves the right to delete any articles from the product range. This will be communicated to the specialist dealer in good time by means of information mailings, etc. and can also be seen in the respective price list.

3. Requirements for the specialist dealer

- a. Presentation of the brand or the brand products in an image and brand-conforming environment in the stationary trade as well as in the online trade.
- b. The products are professionally presented according to the brand orientation. The presentation of the brand products reflects the value of the products. The presentation of the brand does justice to its value and premium claim.
- c. The authorised stationary dealers and online sales outlets must fulfil the criteria specified in the Annex for the duration of the term of this Agreement.
- d. The authorised dealer warrants that it will comply with the requirements set out in clause 3 and the annexes to the agreement throughout the term of this agreement. Evidence may be required by TRAND® to demonstrate compliance with the standards.

4. Dealer Concepts

a. Within the framework of the dealer agreement, a breakdown is made into:

- Dealer first class
- Dealer second class
- Dealer third class

b. This classification enables an intensification of the cooperation and additional advantages for particularly committed specialised trade partners.

c. After signing the dealer agreement, the respective dealer starts at least as a Dealer third class, unless otherwise agreed.

5. Obligations of TRAND®

a. TRAND® undertakes to supply the dealer with the corresponding brand products after signing the dealer agreement. Any production difficulties or production discontinuations or product updates may impede orders placed by the specialist dealer.

b. TRAND® undertakes to support authorised dealers. In addition to customer service activities, this support also relates to the supply of materials that are beneficial to the specialist dealer for the professional presentation of the brand (images, texts, videos, animations, etc.).

c. Product training is offered at regular intervals in consultation with TRAND® and is attended by the specialist dealer.

d. TRAND® will list authorised dealers on the website, the specialist dealer agrees to this.

6. Obligations of the specialist dealer

a. The specialist dealer undertakes to sell the products purchased exclusively to end consumers. Wholesale activities are excluded as a matter of principle. In the event of participation in public tenders and offers to public authority customers, the duty to inform TRAND® shall apply in advance.

b. The specialist dealer shall inform TRAND® immediately in the event of any changes/adjustments concerning the company structure.

c. The Reseller shall fulfil the obligations set out in this Agreement in full and for the duration of the Agreement.

d. The Reseller undertakes not to apply for or register the trademark as an industrial property right in its own name or through third parties, or to use it in any other way other than as permitted under this agreement, either during the term of the agreement or after termination of this agreement. This also applies to web domains. In the event of termination of the Agreement, the Reseller undertakes to cease using the Trademark and all other logos and brand labels.

7. Prices and conditions

a. In the course of supplying the specialist dealer with the branded products, those conditions shall apply which have been agreed in advance (pre-order, post-order, discount - payment period).

b. The specialist dealer shall be provided with a price list which also shows the RRP. This serves as orientation for pricing.

c. Pre-orders placed by the specialist dealer (2 per year possible: end of September - delivery from March of the following year; end of March - delivery from September) can be divided into up to 3 delivery dates after consultation, but must be bindingly accepted.

8. Initial order

a. The minimum purchase quantity for new customers is EUR 3,000 net, via advance payment. Payment terms after a turnover of EUR 4.000,- 10 days 2% discount, 30 days net. Thereafter, each shipment shall be made with the freight conditions as illustrated in the TRAND® trade form data sheet.

9. duration and termination of the agreement

a. The agreement shall enter into force upon signature. It shall be valid for an indefinite period and may be terminated in writing by either party within the notice period of 6 months.

b. Termination for cause remains unaffected and is possible at any time.

Cause may include:

- Failure to comply with any provision of this agreement, despite a written warning with a reminder period of 30 days.
- Application for or opening of insolvency, composition or bankruptcy proceedings.
- Winding up of the business of either party.
- Delay in payment, longer than 60 days despite written warning.
- Significant damage to reputation by the other party.
- False or misleading statements made to TRAND® concerning the relevant contents of this agreement (criteria).

10. Consequences of termination of the agreement

a. The Dealer shall no longer be permitted to refer to itself as an "Authorised Dealer" after termination of the Agreement for any reason whatsoever. All references to this must be removed (stationary/online).

b. Materials that fulfil sales promotion functions must be returned to TRAND®.

Appendix 1: Selection criteria for STATIONARY trade



1. Sales location

a. Number of branches

At least one stationary retail outlet

b. Sales area

The sales area in which the branded products are displayed in a stationary manner is specified as at least 50m².

c. Neither company or trade name, logo or marketing statement indicate a lower quality level of the products offered (e.g. outlet, liquidation, remaining stock, etc.).

d. The specialist retailer has a clear positioning and core competence in the respective product segment.

e. The specialist retailer has a positive image and high authenticity in the scene where the brand products are used.

f. The authorised dealer should visibly display a logo provided by TRAND® (e.g. TRAND®) in his point of sale.

2. Presentation

a. The shop décor, as well as the presentation of the merchandise, indicates a professional orientation, reflecting either a clear tactical, military, governmental, outdoor or hunting orientation.

b. The presentation and promotion of TRAND® branded products should be done in a brand-appropriate environment, well laid out and structured. The local presentation should also be in line with the brand and image. Any form of presentation or sale that gives the impression that the products of the brand have an inferior status must be avoided.

c. TRAND® products shall be presented in a clear, orderly setting that is appropriate to the brand. Any form of presentation that is not conducive to the brand (rummage table, 2nd choice, etc.) or that is associated with market-soliciting elements must be refrained from.

3. Sales promotion materials

a. Catalogues, brochures, etc. shall be made available by TRAND® in consultation with the specialist dealer.

4. Assortment

a. The specialist dealer shall carry a product range that reflects its specialisation and core competence. The product range focus is on performance & competence products in one of the respective areas (tactics/military, authorities, outdoor, hunting).

b. Product names must be the same as used by TRAND®.

5. Consultation

a. The specialist retailer ensures impeccable, proactive/customer-oriented advice due to its personnel structure. The sales staff knows about the brand products and is able to answer technical or user-oriented questions.

b. Initiated customer training courses by TRAND® are attended by the specialist dealer and his staff.

Annex 2: Selection criteria ONLINE trade

1. Presentation

- a. The retailer's website must meet the high quality requirements of TRAND®. This means the domain name, the presentation and the overall impression of the website must correspond to the high quality brand products and image. Any form of presentation or sale which suggests that the brand's products have an inferior status must be refrained from.
- b. The website of the specialist retailer shall be designed in such a way that the end consumer can obtain comprehensive information about the brand's product range in all its breadth and depth. It must be possible to view products in detail and to contact the specialist retailer by e-mail, telephone or social media.
- c. Appropriate premium brands are a prerequisite for TRAND® to be included.
- d. Brand presentation will be in a premium setting. Brand messages as well as graphics that suggest the brand products are of inferior quality are to be refrained from.
- e. The specialist dealer shall keep its web presence and the presentation of the branded products up to date at all times - based on updated publications from TRAND®.

2. Sales promotion materials

- a. Product images/campaign images/videos/animations are provided by TRAND® to present the products in accordance with the corporate identity. These are to be included in the product presentation on the website.
- b. Copyright is held by TRAND® - use is granted until revoked. Passing on to third parties is prohibited.

3. Delivery time

- a. As a rule, the end consumer must be guaranteed delivery within 5 working days.

4. Assortment

- a. The specialist retailer carries a product range that reflects its specialisation and core competence. The assortment focus is on performance & competence products in one of the respective areas (tactical/military, government, outdoor, hunting).
- b. Product names must be the same as used by TRAND®.
- c. The product range should be presented in its full breadth and depth at the specialist retailer. This is intended to distinguish the product from products of lower quality and no-name products.

5. Advice

- a. Due to its personnel structure or IT structure, the specialist retailer ensures impeccable/customer-oriented advice. Product enquiries are answered within the shortest possible time. The specialist dealer has a telephone service available for customers regarding the brand's products during normal business hours.

6. Sales

- a. The online retailer offers secure payment processing to the end consumer via payment service providers.
- b. The online retailer has optimised its online shop for mobile devices and has a monthly "unique user" access of at least 1500.
- c. The online specialist retailer provides information about its marketplace connection (Amazon, Ebay, etc.).
- d. Information about integration of price search engines/price robots in the online shop.

To be completed by TRAND®:

Place, date, company stamp and signature
TRAND®

To be completed by the Dealer:

Place, date, company stamp and signature

Company Name: _____

Name of authorised signatory: _____

Position: _____

