

## UPPER DECK CERTIFIED DIAMOND DEALER AGREEMENT

Shop Name: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Website Address: \_\_\_\_\_ eBay ID (if applicable) \_\_\_\_\_

Primary UD Authorized Distributor \_\_\_\_\_

This agreement is entered into as of \_\_\_\_\_, 2011, by and between Upper Deck and the above mentioned hobby store ("Shop").

### AGREEMENT

For good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

- At all times, applicant will maintain at least one (1) permanent Retail Location, open a minimum of 35 hours per week, primarily selling sports and entertainment trading cards, memorabilia and collectibles directly to individual Consumers.
- Shop will only purchase current Upper Deck Product (current Upper Deck Product is defined as having released within the last 90 days) from an Authorized Upper Deck Distributor or from Upper Deck directly. Shop will not purchase current Upper Deck Product from outside sources including but not limited to the secondary and gray markets.
- Shop will ONLY sell current Upper Deck Product to end consumers. Retailers are NOT permitted to wholesale the product to other retailers, to sub-distributors, or to sell Upper Deck Product to any entity other than the end consumer or an Authorized Hobby Distributor. No portion of shop's sales of Upper Deck product should be made to any person or entity that the shop knows or has reason to know could be purchasing the products for re-sale.
- Shop is NOT permitted to sell any current, sealed Upper Deck product online unless the Shop is accepted as one of Upper Deck's Authorized Internet Retailers (AIRs). "Online" includes, but is not limited to, a shop's website, online auction site, online wholesale networks and any other external website.
- Shops interested in becoming an AIR must apply in writing to Upper Deck and be accepted by Upper Deck in writing. Upper Deck to add or remove AIRs at its own discretion.
- Shop will not sell any Upper Deck Products outside of the Territory. This includes both Current Upper Deck Products and any other Upper Deck Products that may not be current. If Shop is located in the United States, Upper Deck Product must stay in the United States. If Shop is in Canada, Upper Deck Product must stay in Canada and not be sold into the United States.
- Shop is responsible for all aspects of Shop's sales and fulfillment of Upper Deck Products. **Shop will not take any action which diminishes the value or reputation of Upper Deck or the Upper Deck Products.** If Shop has an issue pertaining to Upper Deck or its products, Shop is to take that up with Upper Deck directly.
- Shop is required to provide each customer, with every transaction, an invoice identifying the Shop as the source of the product. This invoice will be necessary in the event the customer requires the Upper Deck Customer Care Department to address any product quality issues. Customer service and product quality issues stemming from product purchased from an unauthorized Shop or website will NOT be accepted.
- Shop may use the Upper Deck "Certified Diamond Dealer" logo to promote themselves as such, and on any selling materials and on any promotional items.

**Shop agrees and acknowledges that any breach of this agreement constitutes a ground for termination of its ability to purchase product from an Upper Deck Authorized Hobby Distributor or from Upper Deck directly.**

Store agrees to indemnify, hold harmless, and protect Upper Deck and its Authorized Hobby Distributors from any and all claims that arise due to store's action, inaction, or breach of this agreement.

Printed name of Store Owner \_\_\_\_\_

Store Owner Signature \_\_\_\_\_

Name of Store \_\_\_\_\_

Date \_\_\_\_\_

