

MONTANA SILVERSMITHS – ATTITUDE FLOOR FIXTURE DISPLAY CASE AGREEMENT

THIS DISPLAY CASE AGREEMENT (this "Agreement") is made and entered into as of the last signature date below (the "Effective Date") by and between Montana Silversmiths, Inc., with offices located at 1 Sterling Lane, Columbus, MT 59019 ("MTS") and [Name of Dealer] _____, with offices located at _____

MTS and Dealer are sometimes referred to herein individually as a "Party" and collectively as the "Parties". The Parties agree as follows:

1. Delivery of the Display Case. As soon as practicable after the Parties' execution of this Agreement, MTS shall deliver to Dealer an Attitude Floor Fixture Display (the "Display Case"), and Dealer shall receive the Display Case, at the Dealer address specified above (the "Premises"). Dealer agrees to reimburse MTS for the cost of shipping the Display Case to the Premises.
2. Obligations regarding the Display Case. Dealer shall not dispose of or remove the Display Case or any part thereof from the Premises without MTS' prior written consent. Dealer shall (a) provide adequate and appropriate space for the Display Case at the Premises, (b) maintain appropriate insurance on the Display Case, and (c) ensure that the Display Case is at all times maintained in good condition and working order. Dealer shall ensure that ensure the Display Case is used only to display MTS products. As and to the extent requested from time to time by MTS, Dealer shall provide MTS with written confirmation of Dealer's compliance with this Section 2, with such confirmation being signed by an officer of Dealer.
3. Marks. Dealer acknowledges that one or more trademarks and/or trade names of MTS ("Marks") is/are identified on the Display Case. Dealer shall not alter any Marks without the prior written consent of MTS, and shall not display any Mark on Dealer's website or in any marketing or other materials without, in each case, the prior written approval of MTS. The Marks are, and shall remain, the property of MTS, and all goodwill arising out of Dealer's use of any Mark shall inure to the benefit of MTS. Upon termination of this Agreement, Dealer shall discontinue all uses of the Marks permitted by MTS during the term hereof.
4. Ownership. The Display Case shall, upon delivery at the Premises, become the property of Dealer. Accordingly, Dealer agrees to pay, on a timely basis, all personal property and other taxes assessed by governmental authorities on the Display Case during the period(s) in which such case is owned by Dealer.
5. Risk of Loss. Dealer assumes and shall bear the entire risk of loss, theft, damage or destruction of the Display Case while in the possession of Dealer.
6. No Warranties; Other Limitations. DEALER ACKNOWLEDGES THAT MTS IS NOT THE MANUFACTURER OF THE DISPLAY CASE. ACCORDINGLY, MTS MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO THE DISPLAY CASE AND/OR ITS FUNCTIONING OR OPERATION. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MS BE LIABLE UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS.
7. Indemnification. To the maximum extent permitted by applicable law, Dealer shall indemnify, defend and hold MTS harmless from and against all losses, damages, liabilities, obligations, judgments, settlements, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by MTS arising out of any of the following: (a) any third party claim for bodily injury, including death, and/or property damage resulting from the use of the Display Case by Dealer, its employees and/or agents; and (b) any third party claim resulting from Dealer's breach of this Agreement.
8. Term; Termination. The term of this Agreement shall commence on the Effective Date and continue thereafter for a period of one year, unless earlier terminated as provided in this Section. Upon expiration of the one-year period described in the preceding sentence, this Agreement shall renew for a period of one year and for successive one-year periods thereafter, in each case subject to early termination as provided in this Section, unless a Party gives the other Party written notice of non-renewal at least 30 days prior to the end

of the then-current term (in which case this Agreement shall terminate at the end of such term). This Agreement may be terminated by either Party without cause and for its own convenience upon at least 45 days advance written notice to the other Party. In addition, if a Party breaches this Agreement and fails or is otherwise unable to cure such breach within 15 days after written notice of the breach is given by the non-breaching Party, then the non-breaching Party may terminate this Agreement immediately upon delivery to the breaching Party of further written notice of termination.

9. Effect of Termination. Upon termination of this Agreement, all of the respective rights and obligations of the Parties hereunder shall terminate, except as follows: (a) within 30 days after termination of this Agreement, Dealer shall make the Display Case available to MTS for pick-up at the Premises (and upon such pick-up, ownership of the Display Case shall be transferred back to MTS); (b) termination of this Agreement shall not relieve a Party from any liability resulting from a breach of this Agreement occurring prior to termination; and (c) the following provisions shall survive termination of this Agreement: Sections 3, 5, 6, 7, 9 and 10. For purposes of clause (a) of this Section 9, (i) Dealer shall return the Display Case to MTS in good condition and free from any liens and encumbrances and (ii) if this Agreement is terminated (A) by Dealer without cause and for its own convenience or (B) by MTS based on a breach of this Agreement by Dealer, then without limiting any other provision of this Agreement, Dealer shall promptly pay for, or otherwise reimburse MTS for, the cost of picking up the Display Case at the Premises.
10. Miscellaneous. This Agreement, which includes the Preamble above, constitutes the entire agreement between the Parties regarding the Display Case, and supersedes any prior agreement between the Parties regarding the Display Case. For the avoidance of doubt, this Agreement does not supersede, replace or otherwise affect any Dealer Agreement entered into between the Parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana, without regard to conflicts of law principles. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their permitted successors and permitted assigns. The provisions of this Agreement may not be amended or waived unless such amendment or waiver is set forth in a writing signed by both Parties. Neither Party may assign this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other Party; and any attempted assignment without such consent will be null and void and of no force or effect. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which, taken together, shall constitute one and the same instrument. Signatures for the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for any purpose whatsoever.
11. Handling Charge and minimum purchase requirements. Dealer agrees to pay \$50.00 delivery charge to cover Manufacturers cost of packaging and handling. Dealer agrees to maintain adequate stock within the Display case by purchasing a minimum of \$900.00 in MTS products annually during the term of this agreement.

Accepted and agreed:

MONTANA SILVERSMITHS, INC.

By _____
Print Name _____
Title _____
Date _____

DEALER:

By _____
Print Name _____
Title _____
Date _____

Account # _____