

Brick & Mortar Dealer Agreement

his Agreement (this "Agreement") is entered into as of _____, 2007, by and between The Upper Deck Company ("UD") and _____ ("B&M Store").

RECITALS

B&M Store desires to purchase UD sports product(s) ("Products") from Southern Hobby Supply ("Distributor").

Distributor desires to sell UD product to B&M Store.

AGREEMENT

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

B&M Store represents, warrants and attests that:

- a) it maintains a regular, physical store location, which is open for business to the public for at least 30 hours, over at least five days, every calendar week; and
- b) not less than 50%, by dollar volume, of its sales of Products are made to customers physically transacting business at the physical store location (without limiting the foregoing, no more than 50%, by dollar volume, of B&M Store's sales of Products are effected over the Internet); and
- c) no portion of its sales of Products is made to any person or entity that B&M Store could reasonably believe to be purchasing the Products for purposes of resale (without limiting the foregoing, in States where sales tax is collected on the sale of Products at retail, B&M Store does not sell any Product to any person attempting to utilize a seller's permit or otherwise attempting to avoid payment of sales tax in the transaction); and
- d) it does not and will not pre-sell any Product (by the box, case or unit of measure larger than a case) on any Internet auction site; and
- e) it does not and will not sell or offer for sale any Product by the case (or unit of measure larger than a case) on any Internet auction site.

B&M Store acknowledges and agrees that any breach of this Agreement constitutes a ground for termination of its ability to purchase Product from Distributor.

B&M store qualifies under the guidelines listed above. _____ (please initial)

B&M Store agrees to indemnify, hold harmless and protect UD and the Distributor from any and all claims that arise due to B&M Store's action, inaction or breach of this Agreement.

IN WITNESS WHEREOF, each of the parties has executed or caused this Agreement to be executed by its duly authorized officers as of the date first written above, as applicable.

B&M Store

UD

By:
Its

By:
Its

B&M Store Address:

Contact Name:

Phone Number:

Email Address: