

Gregory Wear Test Agreement

By submitting the following Wear Test Agreement (“Agreement”) you agree to voluntarily participate in the Gregory Wear Testing Program (“Program”) and to comply with all terms and conditions outlined below.

From time to time, Gregory, in its sole discretion, may ask you to wear test one or more backpacks, or other Gregory product(s) (“Products”). Due to the competitive nature of the backpack industry and the confidential nature of the technology you will be evaluating, this information will also be of interest to Gregory’s competitors. In order to safeguard this information, you agree, in consideration for being a participant in the Program, not to disclose to any third party, without the prior written consent of Gregory, any information that may be deemed to be confidential or proprietary in nature, including, but not limited to, anything related to the Products, the materials of the Products, or Gregory marketing plans.

You agree that any information you learn or provide as a Program participant is the sole property of Gregory and its parent and affiliated companies (“Gregory Affiliates”). As a Program participant you agree to refrain from sharing any Product, Product picture(s) and/or Product information you receive (including, but is not limited to, the Product itself, opinions about the Product, feedback regarding performance, aesthetics, etc.) with the general public, other third parties or companies, the media, and/or any online sources, including without limitation Facebook, Twitter and Instagram. All conversations pertaining to any Product will remain between you, Gregory (and/or the Gregory Affiliates).

You further agree to the following:

You will not loan, sell or give the Product to anyone.

You have the right to discontinue your participation in the Program at any time. Upon discontinued participation, you will promptly return to Gregory any Products you were testing.

You have no injuries, health or medical conditions that would prevent or limit you from participating in the Program. You understand and acknowledge that your participation in the Program may expose you to activities that may cause bodily injury and such injuries may arise from foreseeable or unforeseeable causes. You voluntarily and knowingly recognize, accept and assume all risks and dangers and all responsibility for any losses and/or damages, associated with your participation in the Program. You on behalf of yourself, your personal representatives and your heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Gregory and the Gregory Affiliates, its officers, directors, member, employees and agents, from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise, which may arise out of your participation in the Program. **You specifically understand you are releasing, discharging and waiving any claims or actions you may have presently or in the future for the negligent acts or other conduct of Gregory and/or the Gregory Affiliates.**

You grant permission to Gregory and the Gregory Affiliates to record and use your age, occupation, contact information and any biometric information you may provide to them as part of the Program, in connection with the Program. You acknowledge that Gregory and/or the Gregory Affiliates will be the sole owners of the Products you are testing and you shall have no claim to any such Products or the revenue or profits derived from them. You hereby assign to Gregory and/or the Gregory Affiliates all intellectual property rights embodied in the feedback on the Product testing you provide to Gregory and shall execute any documents necessary to affect the foregoing. All feedback you

provide to Gregory and/or the Gregory Affiliates about the Products is the confidential information of Gregory and you shall not disclose such feedback to anyone other than the designated individual at Gregory responsible for the Program. You warrant and represent your participation in the Program will not violate the rights of any person or entity and will not cause liability for payment to any entity or person.

You acknowledge that Gregory has the right to terminate your participation in the Program at any time. You acknowledge that no employee/employer relationship is established by your participation in the Program. Furthermore, you affirm you are not employed by a direct competitor of Gregory.

Removal from the Wear Tester Program is at the total and sole discretion of Gregory and its affiliated companies.

Any dispute arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of a state or federal court of appropriate jurisdiction located in Suffolk County, Massachusetts and such determination shall be made by reference to the laws of the Commonwealth of Massachusetts. Any violation of this Agreement will result in your termination from the Program.

Wear Tester signature: _____ **Date:** _____

Printed Name of Wear Tester: _____