1. **HON Reach Program Overview.**

The HON Reach Program (“HON Reach”) is an integrated marketing program to provide a participating dealer (“Dealer”) with the capability to increase HON furniture sales and brand awareness.

During 2018, HON will produce quarterly marketing campaigns on behalf of Dealer. This chart below provides an overview of a quarterly marketing campaign HON will produce and distribute on Dealer’s behalf.

<table>
<thead>
<tr>
<th>Campaign Element</th>
<th>Element Features</th>
<th>Quantity</th>
<th>Element Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email - to End User</td>
<td>• Dealer Sales Rep personalized</td>
<td>35,000 per dealer per campaign</td>
<td>6 per campaign</td>
</tr>
<tr>
<td></td>
<td>• Co-branded</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Headline to convey message</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• High level product info</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Dealer to end user price/percent off</td>
<td></td>
<td></td>
</tr>
<tr>
<td>End User Leave Behind</td>
<td>• Co-branded</td>
<td>2,000 per dealer per campaign</td>
<td>Driven by dealer sales rep activity</td>
</tr>
<tr>
<td></td>
<td>• High level product info</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Dealer to end user price/percent off</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Something for the dealer sales rep to leave behind</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sample Product</td>
<td>• Additional tool to assist sale</td>
<td>1 of each promoted product</td>
<td>Once per campaign</td>
</tr>
<tr>
<td></td>
<td>• Ability to test drive product</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Dealer sales reps can take the samples on calls</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hang Tags</td>
<td>• High level product info</td>
<td>10 per dealer per campaign</td>
<td>Once per campaign</td>
</tr>
<tr>
<td></td>
<td>• Top selling points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Banner Ads</td>
<td>• High level product info</td>
<td>1 per dealer per campaign</td>
<td>Once per campaign</td>
</tr>
<tr>
<td></td>
<td>• Located on dealer's web homepage</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Link to Landing page</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Box Stuffers</td>
<td>• Co-branded</td>
<td>2,000 per dealer per campaign</td>
<td>Once per campaign</td>
</tr>
<tr>
<td></td>
<td>• Additional promotional touchpoint</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HON Express Catalogs</td>
<td>• Simple transactional product selling tool</td>
<td>400 catalogs</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Supports promoted quarterly products</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Prospecting tool</td>
<td>200 in Q1 &amp; 200 in Q3</td>
<td></td>
</tr>
<tr>
<td>Dealer Landing Pages</td>
<td>• Rotational image banners</td>
<td>1 dealer landing page annually</td>
<td>Webpage customized annually</td>
</tr>
<tr>
<td></td>
<td>• Web form to capture customer info</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Dealer logo and contact info</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Unique URL</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Those pieces that are co-branded are designed to accommodate Dealer customization. Each piece will vary, but at a minimum the opportunities for customization will include: Dealer logo, Dealer name, Dealer contact information and Dealer website. Dealer imprints and information must conform to HON Reach design guidelines, and are subject to approval by The HON Company (“HON”).
The campaigns will feature a mix of new HON and basyx by HON products as well as established products with strong sales history. The products included are at HON’s discretion. HON reserves the right at any time to change product selections and communication design at its discretion during the term of HON Reach.

**Product Pricing** – A Dealer may publish its own product pricing in the email communications. The email format presents “List Price” (determined by HON) and “Your Price” (determined by Dealer).

Pricing is applied to individual products within an email communications. HON may include photos/videos in the HON Reach materials, which remain the property of HON and may not reflect the actual models or colors of the promoted products. List price in the email will be determined by the specific skus included, and reflect “additional charges may apply” to reflect any installation or delivery fees incurred by Dealer.

**HON Reach Platform, Dealer Overview** – A Dealer will have access to the HON Reach Platform through the honready.com dealer portal.

The HON Reach Platform includes:
- Campaign Documentation
- Campaign Reports
- Campaign Management and Customization

The HON Reach Platform is designed and maintained by a third-party provider, and use of the HON Reach Platform is subject to Dealer’s acceptance of any additional terms and conditions posted by the provider. All SproutLoud terms and conditions can be found at [http://www.sproutloud.com/legal/terms](http://www.sproutloud.com/legal/terms)

**Training** – Dealer may register for online webinar training sessions throughout the year on various topics focusing on leveraging HON Reach and basic instruction on how to use various HON Reach Platform tools. A library of archived training will be accessible on the HON Ready Portal.

**Quarterly Campaign Set Up** –HON Reach is designed to provide Dealer with tools for tailoring the program to their specific business model. Prior to the beginning of each quarter, the Program Administrator will be required to review materials for the upcoming campaign and customization updates including: product pricing, Dealer information and sales representative information.

**Quarterly Campaign Reporting:** The Dealer will be required to provide general campaign success metrics and product unit sales at the conclusion of each campaign. The information will be gathered through an online survey and will be used for internal purposes only.
Targeted Communication Proofs – Dealer can view a pre-production proof of its targeted communications at the time of campaign set up. The Program Administrator (discussed below) cannot proceed without reviewing proofs and providing approval. A Program Administrator must complete all campaign development. **Dealer is not permitted to distribute pre-production electronic versions of targeted communications or use them in any marketing efforts. Failure to comply may result in the Dealer being removed from HON Reach.**

**HON Reach Program Metrics and Reporting** – On a weekly basis, Dealer can retrieve campaign performance reports from the HON Reach platform with the following email metrics by sales rep and by Dealer:

**Email Metrics**
- Total Recipients
- Total Delivery
- Delivery Rate %
- Total Opens
- Open Rate %
- Unique Opens
- Total Clicks
- Unique Clicks
- Total Bounces
- Hard Bounces
- Soft Bounces
- Unsubscribes

2. **Program Agreement, Terms and Conditions.**

2.1 **Program Overview.** The provisions in Section 1 above are incorporated by reference into this HON Reach Program Agreement (the “Agreement”).

2.2 **Dealer Obligations.** During the Term, Dealer agrees it will:

- Have a direct purchase arrangement with HON, although Dealer may purchase HON product though authorized wholesalers as well.
- Maintain good credit standing with HON.
- Agree to and abide by the terms and conditions of this Agreement.
- Electronically sign the HON Reach Enrollment Form.
- Designate a Program Administrator to be responsible for HON Reach.
  - This individual must fulfill all HON Reach obligations in a timely manner, including completion of campaign set up and maintenance, review and approval of communication proofs and administration of the Dealer’s digital logo and published pricing.
  - If the assigned Program Administrator does not fulfill his/her obligations of setting up campaign by the established deadline, Dealer will continue to be responsible for all program costs and dealer will forego all communications related to that campaign.
- Provide accurate contact information for recipients of the HON Reach marketing communications.
- Be able to support the internet-based components of HON Reach.
- Program Administrator must have an active account on and access to honready.com.
• Be approved for 2018 HON Reach participation by HON Business Development Manager & Regional Vice President/Director.

2.3  **Program Performance and Compliance.** During 2018, HON will measure Dealer performance and compliance across four major areas including:

- Engagement with the HON Brand
- HON Reach Program Compliance
  - Timely completion of HON Reach enrollment
  - Timely completion of campaign set up
  - Participation in periodic HON Reach training webinars
- HON Sales Performance
  - Sales Growth – Dealer is expected to increase sales on a quarterly basis and year over year.
- Ongoing Program Performance and Participation
  - Failure to achieve an overall favorable rating across all metrics and compared to other participating dealers may result in not being invited to participate in the HON Reach program in the next year.

Achievement of a negative rating in any key performance area listed above may result in immediate termination from the HON Reach Program. Measurement and tracking of these areas will occur on a quarterly basis, and results will be available on the HON Reach Platform.

2.4  **Program Fees and Payment.** Select dealers will be invited to enroll in HON Reach each year and will be billed a program charge based on the time of enrollment:

<table>
<thead>
<tr>
<th>Time enrolled</th>
<th>Program Cost</th>
<th>Dealer Billed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q1</td>
<td>$1,875</td>
<td>January</td>
</tr>
<tr>
<td>Q2</td>
<td>$1,875</td>
<td>April</td>
</tr>
<tr>
<td>Q3</td>
<td>$1,875</td>
<td>July</td>
</tr>
<tr>
<td>Q4</td>
<td>$1,875</td>
<td>October</td>
</tr>
</tbody>
</table>

The quarterly fees above entitle Dealer to participation of up to 20 sales representatives. Dealers will also have the opportunity to purchase more than one program because of size or multiple locations. Standard HON Company payment terms apply.

**Marketing Development Funds** – HON Reach is an approved use of Marketing Development Funds (MDF). 2018 HON Reach fees are eligible for 50% reimbursement using 2018 MDF. Dealer can choose (1) to have funds automatically deducted from its MDF account (provided sufficient funds are available at the time) or (2) to file a claim manually. Dealer can make this election during the sign-up period.
2.5 Term and Termination.

(a) Term. The term of this Agreement begins on January 1st, 2018 and expires on December 31, 2018 (the “Term”).

(b) Termination by HON. HON shall have the right to terminate this Agreement upon any of the following: (i) immediately in the event Dealer breaches this Agreement or achieves a negative rating in any key performance area listed in Section 2.3; (ii) upon written notice to Dealer without cause provided HON refunds a pro-rata amount of the program fee (based on months/year).

(c) Termination by Dealer. Dealer may voluntarily withdraw from HON Reach at any time but shall be responsible for payment of the quarterly program fee in full for the quarter in which it withdraws. Upon notice to HON of a breach by HON of this Agreement, and if the breach remains uncured after fifteen (15) days following the notice, Dealer may terminate this Agreement and its participation in HON Reach and will be responsible for a prorated quarterly fee through the effective date of termination.

2.6 Compliance Monitoring. Dealer agrees to cooperate with HON if HON requests documentation or information from, or meetings with, dealer to evidence compliance with the terms of this Agreement and HON Reach.

2.7 Confidentiality. Dealer agrees to hold the terms of this Agreement in confidence and not to share them with any third-party. HON agrees it will not use customer information provided by Dealer to HON’s third-party provider for any purpose other than to perform its obligations under this Agreement.

2.8 Limitation of Liability. IN NO EVENT SHALL HON BE LIABLE TO DEALER FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR ANY OTHER SIMILAR DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF FUTURE BUSINESS OR REPUTATION, LOSS OF USE OF PRODUCT, OR COST OF SUBSTITUTE PRODUCT, BASED ON BREACH OF WARRANTY OR CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

2.9 Notice. Any notice to the other party must be in writing and sent by electronic mail or by prepaid, certified mail, return receipt requested, addressed to the other party at its principal office. Notices sent to HON should be directed to the attention of Dealer Program Manager, and notices served personally or sent to Dealer via mail should be directed to the attention of the Program Administrator. Notices sent via electronic mail to HON should be directed to Dealer’s HON Business Development Manager with a copy to honbrand@honcompany.com, and notices sent via electronic mail to Dealer should be directed to Dealer’s Program Administrator.
2.10 **Relationship.** This Agreement does not create between HON and Dealer a joint venture, partnership, franchise, association, or any relationship other than as provided by the terms of this Agreement. Dealer is not an agent, employee, or representative of HON and has no authority to make any promise, agreement, or representation on behalf of HON, or to bind HON to any obligation of any kind.

2.11 **Intellectual Property; No License.**

(a) HON Reach is a registered trademark of HNI Technologies under license to The HON Company. Dealer is not granted any right to use this trademark or to advertise itself as a “HON Reach Dealer”.

(b) Dealer acknowledges HON’s right, title and interest in and to HON’s trademarks, tradenames and other intellectual property and agrees not to claim any title to the HON marks or any right to use the HON marks except as permitted by HON’s Dealer Program Guide.

(c) Dealer grants to HON a non-exclusive, royalty free license and the right to use Dealer’s trademarks, logos, trade names and service marks for the purpose of fulfilling its obligations under HON Reach and distributing information to promote Dealer sales of HON products.

2.12 **Non-Exclusivity.** Dealer acknowledges the HON Reach program is non-exclusive and is open to HON’s dealers. Nothing in this Agreement will be construed to prevent HON from entering into similar arrangements or agreements with other dealers or distributors, including dealers or businesses competing with Dealer.

2.13 **No Representations.** HON makes no representations as to the accuracy or quality of any service or communication distributed in connection with HON Reach other than any representation expressly contained in this Agreement. HON expressly disclaims any and all express or implied representations or warranties other than those contained in this Agreement.

2.14 **Assignment; Binding Agreement.** This Agreement shall not be assigned by Dealer without the express, written consent of HON. This Agreement and the terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors and permitted assigns.

2.15 **Waiver.** The failure of either party to enforce at any time any provision of this Agreement shall not constitute a waiver of any right, or of such party’s right to claim damages or exercise any other remedy available to such party hereunder.
2.16 **Severability.** If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause, or provision and such invalid term, clause, or provision shall be deemed to be severed from this Agreement, but the parties shall endeavor to carry out the intent of such provision to the extent permitted by law.

2.17 **Integration.** This Agreement constitutes the entire agreement between the parties with respect to HON Reach and is intended as a final expression of their agreement and shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement.

2.18 **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Iowa, without regard to its conflicts of law provisions. Dealer and HON agree that all actions or proceedings arising directly or indirectly from this Agreement will be litigated only in a court having jurisdiction over the City of Muscatine, Iowa and consent to the exclusive jurisdiction of any such court located in or having jurisdiction over Muscatine, Iowa.

2.19 **Acceptance of Agreement.** Dealer consents to electronic acceptance of this Agreement, including its terms and conditions. Dealer agrees electronic acceptance or electronic signature is the legal equivalent of a manual signature, and shall be legally binding. Dealer consents to be legally bound to this Agreement by electronic acceptance.

2.20 **Amendments.** HON may amend this agreement from time to time upon written notice to dealer. Such amendment shall not require Dealer’s written consent to be effective, unless it increases the annual fee.