

**GENERAL CONDITIONS OF
DISTRIBUTOR, RETAIL AND RESALE AGREEMENTS
Valid from 26 February 2014**

These General Conditions of Distributor, Retail and Resale Agreements (hereinafter the **“General Conditions”**) are applied from the validity date set forth above to all Distributors and Buyers of Click & Grow and these General Conditions shall form an integral part of the any and every distributor, retailer and reseller`s agreement (hereinafter the **“Agreement”**).

1 DEFINITIONS, INTEPRETATION

1.1. Definitions

In this Agreement, unless expressly otherwise stated or inconsistent with or evident in the context, the following capitalized terms shall have the following meanings:

“Agreement”	shall mean the agreement concluded by and between Click & Grow and any Distributor or Buyer with all its appendices and other documentation added to the Agreement at the moment of signing or during the validity period of the Agreement;
“Appendix”	shall mean any Appendix of the Agreement regardless of the date of signing such Appendix and the content of such Appendix;
“Business Day”	shall mean every day from Monday until Friday from 08:00 (Estonian time) until 17:00 (Estonian time), except for Estonian national and public holidays;
“Buyer”	shall mean any and every Retailer and Reseller;
“Carrier”	shall mean a legal person who shall organize the carrying of the Products from the Warehouse of the Click & Grow to the destination requested by the Buyer;
“Click & Grow”	shall mean either Click & Grow OÜ, the company duly established and operating under the laws of the Estonia, with the registry code 11739568, or Click & Grow U.S., Inc., the company duly established and operating under the laws of the Delaware, United States of America;

“Click & Grow Documents” shall mean the guidelines, regulations, strategies, manuals and instructions compiled and enforced by Click & Grow that are either obligatory or recommendable for the Buyer;

“Contact Person of Click & Grow” shall mean a person or persons appointed by Click & Grow in the Agreement and who shall have an exclusive and full authority to fulfill the responsibilities and rights of the Click & Grow arising out of or in connection to the Agreement on behalf of and in the name of the Click & Grow;

„Contact Person of the Buyer” shall mean a person or persons appointed by the Buyer in the Agreement and who shall have an exclusive and full authority to fulfill the responsibilities and rights of the Buyer arising out of or in connection to the Agreement on behalf of and in the name of the Buyer;

“Customer” shall mean a person to whom the Reseller resells and who purchases the Products from the Reseller in order to sell the Products to End Users;

“General Conditions” shall mean these conditions as set out herein that are obligatory to all Distributors and Buyers and that shall form an integral part of the Agreement;

“Date of Delivery” shall mean the date when the Products that are ordered by the Buyer shall be handed over by Click & Grow to the Buyer;

“Distributor” shall mean an exclusive representative of Click & Grow in the Territory, as appointed by Click & Grow;

“End User” shall mean a person who purchases the Products from the Retailer or the Customer for its own use in the Territory and not for further resale to any other person or entity;

“Order” shall mean an application of the Buyer for ordering the Products that has been drafted and submitted to Click & Grow in accordance to the requirements stipulated in the Agreement and these General Conditions;

"Party" shall mean the Party or Parties to the Agreement, i.e. Click & Grow and / or the Buyer separately or jointly as the case may be;

“Price List” shall mean the list of Sales Prices, upon which the Parties

shall calculate the amount of total payment payable to Click & Grow by the Buyer. The Price List shall be appended to the Agreement;

"Product" shall mean different automatic/electronic self-watering growing system for indoor use, different accessories for the system and different replaceable components for the system that Click & Grow offers for sale to the Buyers. The description of Products is available on the Website of Click & Grow;

"Reseller" shall mean a legal person who shall conclude with Click & Grow an Agreement in order to buy Products from Click & Grow and resell the Products to its Customers located and operating in the Territory;

"Retailer" shall mean a legal person who shall conclude with Click & Grow an Agreement in order to buy Products from Click & Grow and sell the Products to End Users in its shops located at the Territory;

"Sales Price" shall mean the sales price of Products payable by the Buyer to Click & Grow in amounts set forth in the Price List. The payment terms of Sales Price are stipulated in the Section 9 of the General Conditions;

"Sales Channel" shall mean any and every sales channel (online and offline), approved by Click & Grow in the Agreement, in where the Buyer is entitle to resell the Products;

"Territory" shall mean country or countries stipulated in the Agreement where the Products shall be sold to the End Users by the Buyer and/or the Customers of the Reseller;

"Trademark" shall mean the trade name "Click and Grow," "OÜ Click & Grow" and the trademarks of Click and Grow used on the Products and/or Click & Grow Documents, and such other trademarks as Click and Grow may, from time to time, notify the Buyer in Click & Grow Documents;

"Warehouse" shall mean Warehouse of Click & Grow as set forth in the acceptance of the Order, in where the Products shall be handed over to the Buyer;

"Warranty" shall mean a warranty by Click & Grow that the plastic details and electrical components of the Product (i.e. the

plant container and the cartridge) sold to the Buyer shall operate according to the requirements and specifications stipulated in the Agreement and the General Conditions;

“Warranty Period” shall mean a period of time during which the Warranty applies;

“Website of the Buyer” shall mean homepage of the Buyer in the location set forth in the Agreement;

“Website of Click & Grow” shall mean homepage of Click & Grow available at www.clickandgrow.com;

1.2. Definitions

1.2.1. The titles of articles, Sections, annexes as well as any other titles used in these General Conditions carry the purpose of enhancing the readability of and reference to the General Conditions. The aforementioned titles have no legal meaning with respect to the interpretation of the General Conditions.

1.2.2. Unless otherwise stipulated in or deriving from the context of the Agreement or General Conditions, the words in singular include the plural and vice versa, the words standing for persons also mean companies and any other legal persons. Any reference to a person also means a reference to its legal successor.

1.2.3. In the Agreement any reference to a particular article, Section, Subsection or appendix of the Agreement means a reference to the article, Section, Subsection or annex of the Agreement.

1.2.4. In these General Conditions any reference to a particular article, Section, Subsection or appendix means a reference to the article, Section, Subsection or annex of these General Conditions.

1.2.5. "General Conditions", "hereto", "herein", "hereby", "hereunder", "hereof", and similar expressions refer to these General Conditions as may be amended from time to time.

2. PURPOSE AND OBJECT OF THE AGREEMENT AND THE GENERAL CONDITIONS

2.1. Subject to the terms and conditions of the Agreement and these General Conditions, Click & Grow authorizes and appoints the Buyer as a non-exclusive reseller to market and sell the Products directly to End Users in the Territory.

Unless expressly permitted in this Agreement, the Buyer`s rights and obligations under this Agreement are non-sublicenseable and non-transferable.

- 2.2. Click & Grow shall sell to the Buyer the Products that the Buyer has ordered in accordance to the regulation stipulated in the Agreement and these General Conditions.
- 2.3. The Reseller shall purchase the Products for resale in the stores of its Customers located in the Territory and/or in the internet only through the Website of the Buyer. The Retailer shall purchase the Products for resale to End Users in its own stores (online and offline stores) located in the Territory.
- 2.4. All rights not expressly granted to the Buyer under the Agreement and these General Conditions are reserved by Click & Grow. Reseller shall not use, copy, market, distribute, sublicense or otherwise transfer the Products for any purpose or in any manner other than as expressly permitted by the Agreement and these General Conditions. Nothing in the Agreement or these General Conditions shall limit or restrict Click & Grow from distributing to any customer (including End Users) any Products (or any components thereof) itself or by appointing other resellers, retailers, distributors or agents in the Territory.
- 2.5. The Buyer shall at all times comply with all applicable laws and regulations in performing its obligations hereunder. The Buyer shall not engage in any unfair trade practice, including (a) false or misleading representations concerning the Products, (b) illegal "loss leader," "bait and switch" or other misleading or deceptive advertising, or (c) any practice desired improperly to control prices. The Buyer will at its own expense, make, obtain and maintain in force at all times during the term of the Agreement, all reports, licenses, permits and authorizations required to perform its obligations under the Agreement in the Territory. The Buyer will provide proof of such reports, licenses, permits and authorizations to Click & Grow upon request.
- 2.6. These General Conditions are applicable to all Agreements concluded with every and any Buyer.

3. VOLUME OF PRODUCTS

- 3.1. The Parties shall aim at estimating the volume of Products that the Distributor and the Buyer shall order from Click & Grow on annual basis. The volume of Products shall be set forth in the Subsection 2.4 of the Agreement.
- 3.2. The Buyer acknowledges that the accuracy of estimation of the monthly volumes is necessary in order for Click & Grow to ensure the existence of and on-time delivery of the Products.

4. ORDERING OF PRODUCTS

- 4.1. The minimum quantity of Products per each Order is 4 000 \$ (four thousand US Dollars) or 3 000 € (three thousand Euros).
- 4.2. For ordering the Products the Buyer shall submit to Click & Grow an Order that corresponds to the requirements of the Order. The Order shall be deemed to correspond to the requirements of the Order in case the Order is submitted on the form as is available on the Website of Click & Grow and includes at least following information: date of the Order, contact data of the issuer of the Order, names of the ordered Products, quantity of the Products and requested Date of Delivery.
- 4.3. The Order shall be submitted by the Contact Person of the Buyer to the Contact Person of Click & Grow via e-mail.
- 4.4. Click & Grow shall receive the Order and shall send during three (3) Business Days a written notice of acceptance or rejection of the Order to the e-mail of the Contact Person of the Buyer.
- 4.5. In case Click & Grow changes conditions contained in the initial Order of the Buyer, the Order shall be deemed accepted immediately after the Buyer has accepted the changes in the Order.
- 4.6. The Buyer shall be entitled to make changes to the Order until the Order has been accepted by Click & Grow. Changing the Order, regardless of the cause of the change, after acceptance of the Order by Click & Grow, may only occur upon prior written consent of Click & Grow. Click & Grow shall in that instance be entitled to unilaterally reasonably change the Date of Delivery stipulated in the initial Order accepted by Click & Grow.
- 4.7. The Buyer shall not be entitled to withdraw from the Order. In case the Buyer withdraws from the Order, Click & Grow shall be entitled to keep the prepayment of Sales Price paid by the Buyer to Click & Grow as a penal fine.
- 4.8. Click & Grow shall undertake to hand over the Products to the Buyer at the Date of Delivery agreed between the Parties in the approved Order. The location of handing over the Products shall be the Warehouse.
- 4.9. Click & Grow has indicated to the Buyer that the average Date of Delivery shall be 2 (two) weeks from the approval of the Order. Click & Grow shall use commercially reasonable efforts to deliver Products on accepted Date of Delivery, but shall not be liable to the Buyer or its End Users for any delays in the delivery of any units of the Products. Click & Grow may make partial shipments of the Products, provided that it will use commercially reasonable efforts to notify Reseller in writing in advance thereof
- 4.10. By placing an Order for any Product, the Buyer hereby acknowledges and agrees that the purchase of each such Product will be governed by the terms and conditions of the Agreement and these General Conditions. Any additional or different terms proposed by the Buyer shall be deemed material, are objected to,

and are hereby rejected unless specifically accepted in a signed writing by Click & Grow referencing to the Agreement.

5. ACCEPTANCE, TRANSFER OF POSSESSION AND TITLE

- 5.1. The general delivery term of every Order shall be FCA Warehouse (according to Incoterms 2000).
- 5.2. Click & Grow shall deliver the Products to the Warehouse and hand the Products over to the Buyer. The Products shall be deemed to be accepted by the Buyer if Click & Grow and the Carrier have signed a deed of transfer of the Products.
- 5.3. The Buyer shall undertake to accept the Products in the Warehouse on the dates as set forth in the Order. In case the Buyer does not accept the Products in the Warehouse on the date specified by Click & Grow, the Buyer shall be deemed to be in delay of acceptance and Click & Grow shall be entitled to store the Products at the expense of the Buyer.
- 5.4. The Parties have agreed that the Products shall be packed in accordance to requirements set forth by the Click & Grow Documents.
- 5.5. The Buyer shall organize the carrying of the Products from the Warehouse at its own expense. The Buyer shall inform Click & Grow of the details of the Carrier.
- 5.6. The risk of loss and the title of ownership of the Products shall pass over from Click & Grow to the Buyer from the moment of signing the deed of transfer of the Products.

6. RESALE OF THE PRODUCTS

- 6.1. The Buyer acknowledges and undertakes to obey the restrictions on resale of the Products stipulated by these General Conditions and by the Agreement.
- 6.2. The Buyer may only sell the Products in the Sales Channels listed in the Subsection 2.3 of the Agreement and the Buyer undertakes not to sell the Products through any other sales channel except the Sales Channels explicitly referred to in the Subsection 2.3 of the Agreement.
- 6.3. The Buyer shall not distribute or sell Products to any person or entity located outside, or for use outside, the Territory, unless Click & Grow has agreed in writing to such distribution and sale on a case-by-case basis (which distribution and sale may be subject to such additional terms as Click & Grow may require).
- 6.4. The Buyer shall not distribute or sell the Products via any other sales channel except for the Sales Channel, unless Click & Grow has agreed in writing to such distribution and sale on a case-by-case basis (which distribution and sale may be subject to such additional terms as Click & Grow may require)..

- 6.5. The Buyer shall be obligated to co-ordinate with Click & Grow in writing all sales channels that it's every Customer shall use for retail sale of the Products at any time.
- 6.6. The Buyer shall have an obligation to report to Click & Grow of the actual Sales Channels (i.e. amongst the Sales Channels listed in the Subsection 2.3 of the Agreement) once in a quarter by the 15th day of the first month following the quarter subject to report. Such report shall contain detailed list of location of every actual Sales Channel, description of every sales location within the Sales Channel, layout photos of Products and information regarding sales turnover of every Sales Channel.
- 6.7. The Buyer shall be required to inform Click & Grow at least 20 (twenty) days in prior of the change of the address of the Website. Such notice shall be sent to the contacts set forth in the Agreement.
- 6.8. The Buyer shall be responsible for ensuring at its own costs that the Products that are resold in the Territory correspond to all legal requirements stipulated for consumer sales transactions in the respective Territory (including ensuring the correspondence of package, information leaflet, language restrictions etc.). The Buyer shall be also responsible for acquiring all registrations and licenses needed in order to resell the Products in the Territory. The Buyer shall hold Click & Grow harmless of any claim submitted pursuant to failure of the Buyer to adhere to the obligations stipulated in this clause of the General Conditions.
- 6.9. The Buyer shall disclose to Click & Grow the list of its Customers during 10 (ten) Business Days after reception of the corresponding demand from Click & Grow.
- 6.10. In the event the Buyer violates the restrictions set forth in this Subsection 6 of the Agreement the Buyer shall pay to Click & Grow a penalty in the amount of 1 000 (one thousand) Euros per each violation incident (e.g. per each sale advertisement). Violation that lasts more than 5 (five) Business Days shall be considered to be a new violation and subject to a new penal fine demand in accordance to this Subsection.

7. QUALITY AND QUANTITY REQUIREMENTS, PROCESS OF CLAIMS

7.1. Quality and quantity requirements

- 7.1.1. The quality of the Products has to conform to the conditions of the Products as set forth in the specifications set forth by Click & Grow Documents.
- 7.1.2. The quantity of the Products has to conform to the conditions of the Order.
- 7.1.3. The Products quality shall be deemed non-conforming to the requirements in case the Product does not correspond to the Product specification. The Products quantity shall be deemed non-conforming to the requirements in case the quantity of delivered Products does not correspond to the quantity of Products as set forth

in the accepted Order.

- 7.1.4. Regardless of any claim, submitted by the Buyer, the Buyer shall be obligated to pay for the Products that are confirming to the quality requirements and have not been claimed. In case it will be resolved that the quality of the claimed Products corresponds to the agreed quality, the Buyer shall be deemed to be in delay of payment from the payment term of the invoice and shall be liable for interest on overdue payment.

7.2. Process of claims

- 7.2.1. In case the Buyer or client of the Buyer discovers any non-conforming Products the Buyer and its clients should immediately stop any procedures with the non-conforming Products, including unpacking or reselling the non-conforming Products. The Buyer and its clients should close the pack of the non-conforming Products until reception of further instructions from Click & Grow.
- 7.2.2. The Buyer shall immediately duly notify the Contact Person of Click & Grow via of any discovered non-conformance of the Products by fulfilling respective notification that could be downloaded from Website of Click & Grow. Any claim pertaining to non-conformance of the Products has to be sent to Click & Grow during 10 (ten) Business Days from the date of the delivery of the Products.
- 7.2.3. The notice referred to in the Subsection 7.2.2 of the General Conditions shall be deemed duly submitted in case the notice included clear description of the non-conformance, the package number of the Products, estimated defect amount of the Products and photos of the discovered defects. The notice has to be sent by the Contact Person of the Buyer to the Contact Person of Click & Grow via e-mail.
- 7.2.4. The Buyer shall send the non-conforming Product to the location of Click & Grow to the address indicated by Click & Grow via e-mail.
- 7.2.5. In case Click & Grow has delivered to the Buyer quality-wise non-conforming Products, Click & Grow shall credit the non-conforming Products by giving to the Buyer a discount in the amount of non-conforming Products from the next Order of the Buyer..
- 7.2.6. In case Click & Grow has delivered to the Buyer quantity-wise non-conforming Products, Click & Grow shall, pursuant to its own best discretion, deliver to the Buyer the missing Products during the term agreed by the Parties or issue a credit invoice of the non-delivered Products.
- 7.2.7. Click & Grow shall not be responsible for bearing any costs related to the further processing the Products, unless explicitly agreed otherwise in writing by Click & Grow.

8. WARRANTY

8.1. Content of the Warranty and Warranty Period

- 8.1.1. Click & Grow shall give to the plastic details and electrical components of the Product a Warranty of 1 (one) year (the **Warranty Period**). The Parties accept that Warranty does not apply to the plant and the substrate.
- 8.1.2. The Warranty Period commences and expires separately in terms of each Product. The Warranty Period commences from the date the Product is handed over to the End-User.
- 8.1.3. Click & Grow shall be responsible for the faulty details of the Product (as stipulated in the Subsection 8.1.1 of these General Conditions) during the Warranty Period, unless the faults were caused by the incorrect utilization and/or storage of the Products.

8.2. Procedure of Warranty

- 8.2.1. The Buyer undertakes to conclude with the End User an agreement which includes the condition that upon the appearance of faults in the Product's plastic details or electrical components during the Warranty Period, the End User shall at the latest on the next Business Day send corresponding default notice to the Buyer, describing the malfunctioning Product and the occurrence of the fault in detail. Click & Grow encourages End Users to contact directly Click & Grow regarding all Warranty issues and send all information listed in this Subsection directly to Click & Grow.
- 8.2.2. If the Buyer receives an appropriate default notice and concludes that it is a Warranty case, the Buyer shall send to Click & Grow photo of the Product, description of the fault, description of how and where the Product has been used and proof of purchase of the Product that includes date of purchase. Thereafter, upon request of Click & Grow, the Buyer shall send the faulty Product to Click & Grow for investigation.
- 8.2.3. Thereafter Click & Grow shall investigate the cause of the malfunction of the Product and determine during 2 (two) weeks if the malfunction falls under the Warranty. Thereafter, Click & Grow shall act in the following manner:
 - 8.2.3.1. In case Click & Grow determines that the malfunction falls under the Warranty, Click & Grow shall replace faulty details of the Product;
 - 8.2.3.2. In case Click & Grow determines that the malfunction does not fall under the Warranty, Click & Grow shall forward to the Customer, through the Buyer, the investigation report of the malfunction and the parties may agree on the replacement of faulty details at the expense of the Customer.

8.3. Limitation of liability

- 8.3.1. To the maximum extent permitted by applicable law, in no event will Click & Grow be liable for any consequential, indirect, exemplary, special, or incidental damages, including any lost profits or lost data, arising from or relating to the

Agreement, the Products, Click & Grow Documentation, or any other materials or services provided by Click & Grow hereunder, even if Click & Grow has been advised of the possibility of such damages. Click & Grow's total cumulative liability arising from or relating to the Agreement, the Products, Click & Grow Documentation, and other materials or services provided by Click & Grow hereunder, whether in contract or tort or otherwise, will not exceed the amounts paid by the Buyer to Click & Grow under the Agreement for the Product giving rise to the claim in the six (6) month period immediately preceding the date when such claim first arose. Click & Grow disclaims all liability of any kind of Click & Grow's suppliers.

9. FEE, PAYMENT TERMS, PRICE LIST

- 9.1. The Buyer shall pay to Click & Grow Sales Price in accordance to the Price List and in accordance to the payment terms stipulated in this Section of the General Conditions.
- 9.2. The price set forth in the Price List do not include local, state, federal, foreign or other taxes in the Territory (or specific region therein) including without limitation sales, use, value-added, excise, customs, export, import, withholding or similar duties, tariffs, or charges, and any related penalties and interest (hereinafter the "**Taxes**"). The Buyer shall (a) assume and pay, or cause to be paid, any and all such Taxes or (b) provide Click & Grow with a Tax exempt certificate acceptable to the appropriate taxing authorities (provided that, as between Click & Grow and the Buyer, the Buyer shall remain solely liable for any and all such Taxes and shall pay any Taxes subsequently deemed unpaid by such taxing authority).
- 9.3. The Parties have agreed that the Buyer shall make a full prepayment of the Products.
- 9.4. The payment term of the invoice shall be 7 calendar days.
- 9.5. Interest on all overdue payments shall be 0,08% (zero point zero eight per cent) per day from the amount of the overdue payment.
- 9.6. Click & Grow shall have the right to amend the Price List by notifying the Buyer via e-mail ninety (90) calendar days prior any change of the Price List. The amended Price List shall become effective after the notification period has lapsed and shall be applied to all Orders accepted after the amended Price List has become effective.

10. MARKETING

- 10.1. The Buyer agrees to use its best efforts to promote and market the Products and distribute the Products to End Users in the Territory. This includes maintain a trained staff of qualified personnel to perform the Buyer's sales and other obligations with respect to the Products and respond to End Users' questions regarding the functions, features, and use of the Products, and be responsible for

all pre-sales support for sales of the Products to End Users. Whereas any reference to the Buyer in this Section 10 of the General Conditions shall also apply to the Distributor.

- 10.2. The Buyer shall adhere to the restrictions and regulations stipulated by the Click & Grow Documents with reference to any kind of marketing activity related to the Products.
- 10.3. The Buyer acknowledges that the image and reputation of Products and Trademark is very important to Click & Grow and thus undertakes to safeguard the reputation and refrain from any kind of activity which may harm the reputation of Products or Trademark.
- 10.4. The Buyer may only publish any kind of marketing materials related to Products and/or Trademark upon prior written consent of Click & Grow. The Buyer shall send to Click & Grow for review and acceptance all marketing materials in the manner that Click & Grow shall have at least 5 (five) Business Days to review the respective material and give its comments.
- 10.5. The Buyer shall not actively advertise or promote the Products outside the Territory, or establish any branch or facility for purposes of accomplishing the foregoing, without Click & Grow's prior written consent.
- 10.6. The Buyer may only advertise the Products in any social media channel in case the Buyer has acquired from Click & Grow the license to use Trademark (Section 11) and has concluded a respective written agreement with Click & Grow in prior to any kind of advertisement activity in any social media.

11. LICENSE AGREEMENT OF THE TRADEMARK

- 11.1. The terms stipulated in this Section 11 shall be applied in case Click & Grow shall issue to the Buyer a license for using the trademarks (hereinafter the **Trademark**) registered on behalf of and in the name of Click & Grow. Whereas any reference to the Buyer in this Section 11 of the General Conditions shall also apply to the Distributor.
- 11.2. Click & Grow shall hereby issue to the Customer a simple license (in Estonian "*lihtlitsents*") for using the Trademark in accordance to the terms and conditions of the General Conditions, during the validity of the Agreement.
- 11.3. Click & Grow shall maintain the right to use the Trademark itself and enable usage of Trademark by a third person, without any restrictions or additional obligations.
- 11.4. The Buyer shall have the right, during the validity of the Agreement and adhering to all restrictions imposed by Click & Grow, to use the Trademark for sale of Products and in the course of marketing activities of the Products.
- 11.5. The Buyer shall be entitled to use the Trademark only following the restrictions stipulated in the General Conditions and the Agreement.
- 11.6. The Buyer shall be obligated to restrain from any activity which may harm the

interests and rights of Click & Grow, as the owner of Trademark, or have immoral nature, or lessen the value of the Trademark.

- 11.7. The Buyer shall be prohibited to register Trademark that is identical or similar to the Trademark (similar shall mean any trademark which brings about similar associations as the Trademark) in any country or region at any time. Such prohibition shall be also valid for all related parties of the Buyer. The Buyer and its related parties shall be also prohibited to assist any third party upon registration of the trademark with characteristics referred to above.
- 11.8. The Buyer shall be prohibited to register domain that is identical or similar to the name "Click & Grow" (similar shall mean any trademark which brings about similar associations as the name) in any country or region at any time. Such prohibition shall be also valid for all related parties of the Buyer. The Buyer and its related parties shall be also prohibited to assist any third party upon registration of any domain with characteristics referred to above.
- 11.9. The Buyer shall be prohibited to issue any sub-licenses or any other user rights of the Trademark and the domain to any other party, including but not limited to related parties. The Buyer shall have the right to assign the user right of the Trademark to professional advertising agency for developing and organizing the marketing campaign of the Products. Such assignment may not exceed the limits of the Agreement and these General Conditions and has to be terminated at the latest upon termination of the Agreement.
- 11.10. Click & Grow shall have the right to demand immediate termination of all activities with Trademark or Domain which contradict or breach or are not in full accordance of the regulation stipulated in this Subsection 11 of the General Conditions.
- 11.11. In case the Buyer has breached the prohibitions stipulated in the Subsection 11.7 or 11.8 of the General Conditions, Click & Grow shall be entitled to demand, at its own discretion, either immediate cancellation of the registration of such Trademark or domain or immediate transfer of the Trademark or domain to Click & Grow, free of charge.
- 11.12. Click & Grow shall issue to the Buyer only following warranties regarding the Trademark:
 - (1) Click & Grow is the owner of the Trademark and the registration process of the Trademark has been initiated or Trademark has been registered;
 - (2) To the best of its knowledge no party has disputed the registration of the Trademark;
 - (3) Click & Grow has the right to enter into the license agreement of the Trademark on terms and conditions as stipulated in this Subsection 11 of the General Conditions;
 - (4) Click & Grow shall undertake its best efforts to keep the Trademark valid during the validity of this Agreement.
- 11.13. Click & Grow shall issue no other warranty in terms of the Trademark or the domain, except for the warranties explicitly stipulated in the Subsections 11.12 of

the General Conditions, and the Trademark and domain shall be licenced “as they are”, i.e. the Click & Grow shall not be liable for any future dispute related to the Trademark or domain.

- 11.14. The Buyer acknowledges and approves that Click & Grow is the sole owner of the Trademark and domain and thus undertakes to refrain from any activity which harms or may harm the interest of Click & Grow.
- 11.15. The Buyer undertakes to immediately inform Click & Grow of any claim from a third party related to the Trademark or the domain. The Buyer shall exploit all measures in order to ensure the protection of the best interests of Click & Grow during any of the dispute referred to above.

12. CONFIDENTIALITY

- 12.1. Confidential Information shall mean any and all information relating to Click & Grow, its assets, its business, or its affiliates (i.e. any company in relation to the Click & Grow, its parent company or any other direct or indirect subsidiaries of such parent company, hereinafter “**Affiliates**”) including without limitation, legal information, financial information, operations information, environmental information, patents, work methods, processes, procedures, trademarks, IT systems, software, trade secrets, client lists, and other proprietary business information, heretofor or hereafter furnished to the Buyer or the Buyer’s agents or representatives (including, but not limited to, its lawyers, accountants, consultants, financial advisers, officers, directors, employees (hereinafter the “**Representatives**”)) by or on behalf of Click & Grow, irrespective of the form of the information or the manner in which such information is communicated, including such information as comes to the attention of the Buyer or its Representatives in connection with fulfillment of the Agreement. The term “Confidential Information” shall also include all notes, analyses, compilations, studies, interpretations, or other documents prepared by the Buyer or its Representatives that contain, reflect or are based on any of the Confidential Information furnished to it or its Representatives. Whereas any reference to the Buyer in this Section 12 of the General Conditions shall also apply to the Distributor.
- 12.2. Confidential Information shall not include anything which is or becomes a public knowledge (meaning is published in at least 2 (two) sources that are not linked to each other) other than as a result of the information being disclosed in breach of the Agreement, or information, that the Buyer can establish to the reasonable satisfaction of Click & Grow, that was obtained from a third party who rightfully received the information and was not prohibited from disclosing it to the Buyer.
- 12.3. The Parties recognize and agree that the Confidential Information consists of valuable and unique assets that are the exclusive property of Click & Grow. In consideration for receiving such Confidential Information, the Buyer agrees to use the Confidential Information solely for the purpose of fulfilling the Agreement.
- 12.4. Except for the use of the Confidential Information for the purpose as described in

Subsection 12.3 above, the Buyer and its Representatives shall not in any manner, directly or indirectly (a) use any part of the Confidential Information for its own account or to the detriment of Click & Grow or any of the Click & Grow's customers or Affiliates, or (b) divulge, disclose, distribute, reproduce, or communicate to any person any of the Confidential Information without the prior written consent of an authorized officer of Click & Grow, which consent may be withheld in the discretion of Click & Grow.

- 12.5. In the event that the Buyer or its Representatives are required by applicable law, regulation, or by legal process to disclose any Confidential Information, the Buyer shall be entitled to disclose the Confidential Information only on the minimum possible amount. The Buyer will inform Click & Grow by email about such disclosure and the content of disclosed Confidential Information.
- 12.6. If the Buyer breaches this confidentiality undertaking, it shall be liable to compensate Click & Grow the damages caused by the breach, without prejudice to any other remedies available to Click & Grow under law or equity.
- 12.7. The obligations with respect to Confidential Information created by the Agreement shall survive until such time as the Confidential Information becomes publicly known other than as a result of the information being disclosed in breach of the Agreement.
- 12.8. Without the prior written consent of an authorized officer of the Company, for a period of two (2) years after the expiry of the Agreement (hereinafter the "**Restricted Period**"), neither the Buyer nor any of the Buyer's Representatives will, directly or indirectly, on the Buyer's own account, or on behalf of any other person, engage, hire or employ, induce or solicit for employment or engagement, or attempt to engage, hire or employ any person that was, at any time during the Restricted Period, an employee, independent contractor, consultant or agent of Click & Grow or any of its affiliates or in any manner influence any such person to terminate or modify his, her or its position or relationship with Click & Grow or its affiliates.
- 12.9. All Confidential Information furnished by Click & Grow to the Buyer shall remain the property of Click & Grow and the Buyer shall return all copies of the Confidential Information in whatever form (meaning that in all forms the Buyer has received and maintained the Confidential Information) to Click & Grow promptly upon Click & Grow's request. Upon the request of Click & Grow, the Buyer will affirm in writing that it has taken all such action. The Buyer agrees that Click & Grow may terminate the Buyer's review of the Confidential Information at any time without providing any reason therefore.

13. FORCE MAJEURE

- 13.1. The terms and conditions of the Agreement shall be subject to Force Majeure and neither Party shall be responsible for any consequences caused by circumstances beyond its reasonable control, including but without limitation to war (whether declared or not), acts of government or the European Union institutions, export or

import prohibitions, breakdown or general unavailability of transport, general shortages of energy, fire, explosions, accidents, strikes or other concerted actions of workmen, lockouts, sabotage, civil commotion and riots.

- 13.2. If either Party suffers delay in the execution of his contractual obligations due to such circumstances, the Party shall as soon as possible give the other Party notice in writing of the cause of delay. Such Party shall, however, perform said contractual obligations as promptly as reasonably practicable after removal of the cause and/or its effects.
- 13.3. Neither Party shall claim damages or any other compensation from the other Party for delays or non-fulfillment of this Agreement caused by Force Majeure.
- 13.4. In the event the delay or non-performance of either Party continues for a period of six (6) months due to reasons of Force Majeure, then either Party shall have the right to terminate this Agreement with immediate effect.

14. NOTICES

- 14.1. All notices related to the Agreement shall be given via e-mail, fax or mail, except in cases the Agreement prescribes another form for the certain (then the Parties shall give the notice in such form). Written notices shall be delivered to the other Party by registered mail or handed over against signature at the addresses depicted in the Agreement or to the other address notified by the Party during the validity of the Agreement. All notices sent via e-mail or fax shall be considered delivered on the same Business Days. All written notices shall be deemed delivered to the other Party in case 5 (five) Business Days have passed from the posting of the notice. Whereas any reference to the Buyer in this Section 14 of the General Conditions shall also apply to the Distributor.
- 14.2. Any claim arising from the breach of the Agreement shall be sent to the other Party in written form.
- 14.3. The contact numbers of the Parties shall be set forth in the Agreement.

15. CONTACT PERSONS

- 15.1. All notices related to the fulfillment of Agreement shall be sent by the Contact Person of one Party to the Contact Person of the other Party to the contact numbers set forth in the Agreement.
- 15.2. The Parties shall undertake to inform the other Party immediately of all changes in the Contact Persons and/or contact numbers via e-mail or fax to the contact numbers set forth in the Agreement.

16. TERM OF THE AGREEMENT

- 16.1. The Agreement shall become effective from the date stipulated in the Agreement.

- 16.2. The Agreement shall be valid for an unspecified term.
- 16.3. Any Party may unilaterally terminate the Agreement upon delivering a written termination notice to the other Party at least 90 (ninety) calendar days in prior the termination. Such unilateral termination right shall commence only after fulfillment of 1 (one) year from the date of the Agreement.
- 16.4. The Party may extraordinarily terminate the Agreement in case the other Party substantially breaches an important obligation of the Agreement and does not rectify such breach during 30 (thirty) calendar days after reception of corresponding notice from the other Party.
- 16.5. The Agreement may be terminated by either Party effectively immediately upon written notice to the other party, if the other Party takes any corporate action to dissolve, liquidate or wind-up its business, makes a general assignment for the benefit of its creditors, or proceedings or a case are commenced in any court of competent jurisdiction by or against such party seeking (a) such Party's reorganization, liquidation, dissolution, arrangement or winding-up, or the composition or readjustment of its debts, (b) the appointment of a receiver or trustee for or over such Party's property, or (c) similar relief in respect of such Party under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debt, and such proceedings or case will continue undismissed, or an order with respect to the foregoing will be entered and continue unstayed, for a period of more than thirty (30) days.
- 16.6. The termination of the Agreement does not influence the obligation of the Buyer to pay to Click & Grow the Sales Price of the Products delivered by Click & Grow. After termination of the Agreement the Parties shall be also responsible for fulfilling all obligations pertaining the Orders accepted by Click & Grow, among other the obligation of Click & Grow to sell Products to the Buyer and the Buyer's obligation to pay for the Products shall survive the termination of the Agreement.
- 16.7. Sections 9 and 12 of the General Conditions shall survive any expiration or termination of the Agreement.

17. MISCELLANEOUS

- 17.1. All amendments to the Agreement shall have any force or effect only if drafted in writing and signed by duly authorized representatives of both Parties. As an exception Click & Grow shall be entitled to unilaterally amend the General Conditions. Click & Grow shall inform the Buyer at least 30 (thirty) calendar days in advance of any amendment and the amended General Conditions shall become effective on the date following the notice period.
- 17.2. If any provision in the Agreement or these General Conditions is found by any court of competent jurisdiction to be invalid, unlawful or unenforceable, such provision shall not invalidate the remaining provisions of the Agreement or these General Conditions.

- 17.3. The Parties' relationship is that of independent contractors and neither Party is an agent or partner of the other, and nothing contained in the Agreement will be construed to give either Party the power to direct or control the day-to-day activities of the other. The Buyer will not have, and will not represent to any third party that it has, any authority to act on behalf of Click & Grow. All financial obligations associated with the Buyer's business are the responsibility of the Buyer.
- 17.4. Neither Party shall be entitled to assign or otherwise transfer the benefit or burden of all or any part of the Agreement without the prior written consent of the other Party.
- 17.5. The Parties shall attempt to resolve all disputes relating to the Agreement by negotiations. If the Parties fail to resolve the disputes relating to the Agreement through negotiations, the dispute shall be conclusively resolved in the location of Click & Grow.
- 17.6. The Agreement shall be governed by and construed and interpreted in accordance with the laws of the domicile of Click & Grow.