

The Kami Pad Beauty Reseller Agreement

This Agreement is made and entered into as of the date indicated below (“**Effective Date**”) by and between The Kami Pad LLC, a California limited liability company, with its principal place of business at 696 San Ramon Valley Blvd, Suite 224, Danville, CA 94526 (“**The Kami Pad**”), and the entity (“**Reseller**”) identified below. Subject to the attached terms and conditions, The Kami Pad hereby appoints Reseller on a non-exclusive, non-transferable, non-assignable basis, solely during the Term, to promote, market, sell and distribute the products indicated below (the “**Products**”). Reseller hereby accepts such appointment and agrees to promote, market, sell and distribute the Products, and satisfy all other obligations set forth herein. Reseller shall be an independent contractor under this Agreement and shall have no authority to assume or create any obligation on behalf of The Kami Pad.

Reseller Name:		
Reseller Address:		
Reseller Contact Name:		
Reseller Contact Phone Number:		
Reseller Contact Email Address:		
Reseller Resale #:		
Reseller Business License #:		
Product:	Reseller Purchase Price: \$	Reseller Selling Price: \$

This agreement is subject to the attached Terms and Conditions, which shall be binding upon the parties. This Agreement may be executed by Reseller by completing this page and returning to The Kami Pad by (1) email to wholesale@thekamipad.com, or (2) The Kami Pad’s authorized representative providing this Agreement.

AGREED, THIS __ DAY OF _____, 20__

RESELLER:

By: _____

Name: _____

Title: _____

Terms and Conditions

In consideration of the mutual covenants and Agreements herein contained, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Appointment & Acceptance of Reseller**

1.1. **Products.** This appointment is limited to only the Products. Nothing in this Agreement shall restrict The Kami Pad from discontinuing the manufacture, distribution or sale of any Product. The Kami Pad will use commercially reasonable efforts to provide Reseller with at least thirty (30) days' prior written notice of such discontinuation.

2. **Payment, Pricing & Delivery Terms.**

2.1. **Purchase Price.** The price to Reseller for purchasing Products are set forth above. The Kami Pad reserves the right to change such prices upon thirty (30) days' written notice to Reseller. Payment shall be in U.S. Dollars and made via wire, check or credit card, as further instructed by The Kami Pad. The Kami Pad reserves the right to establish and maintain credit payment policies applicable to Reseller. The Kami Pad must receive all monies owed for each order prior to delivery.

2.2. **Resale Pricing.** Reseller may sell the products for no less than the Reseller Selling Price noted above. The Kami Pad will from time to time announce its unilateral policy regarding resale pricing.

2.3. **Orders and Delivery.** All orders are subject to acceptance in writing by The Kami Pad and will not be binding until the earlier of such acceptance or shipment and, in the case of acceptance by shipment, only as to the portion of the purchase order actually shipped. The Kami Pad will arrange for shipment of ordered Product(s) to Reseller, Free On Board (F.O.B.) shipping point, meaning title to the Product(s) and risk of loss passes to Reseller upon delivery to the carrier. The Kami Pad will use commercially reasonable efforts to advise Reseller of estimated shipping and delivery dates, but The Kami Pad will, under no circumstances, be responsible for delays in delivery, and any potential or associated damages, due to events beyond its reasonable control, including without limitation, acts of God or public enemy, acts of federal, state or local government, fire, floods, civil disobedience, strikes, lockouts, and freight embargoes. The Kami Pad may cancel any order accepted by The Kami Pad, or refuse or delay shipment of the Products pursuant to it, if Reseller (i) fails to make any payment as provided in this Agreement or under the payment terms set forth in any invoice or agreed to by The Kami Pad and Reseller; (ii) fails to meet reasonably credit or financial requirements established by The Kami Pad, including any limitations on allowable credit, or (iii) otherwise fails to comply with the terms and conditions of this Agreement. Any such cancellation, refusal or delay by The Kami Pad does not constitute a termination of this Agreement (unless The Kami Pad so advises Reseller) or breach of this Agreement by The Kami Pad.

2.4. **Taxes.** The Kami Pad's prices are exclusive of all sales, use, value-added, withholding and other taxes or duties. Excepting

import duties related to the delivery of the Products to Reseller, which shall be paid by The Kami Pad, (1) Reseller will pay all taxes and duties assessed in connection with this Agreement and its performance, except for taxes payable on The Kami Pad's net income, and (2) Reseller will promptly reimburse The Kami Pad for any and all such taxes or duties that The Kami Pad may be required to pay on Reseller's behalf in connection with this Agreement or its performance. Reseller will provide The Kami Pad with appropriate resale certificate numbers and other documentation satisfactory to the applicable taxing authorities to substantiate any claim of exemption from any taxes or duties.

3. **Obligations and Restrictions on Reseller.**

3.1. **Promotion.** Reseller, at its own cost and expense, vigorously, diligently and actively promote, market, and advertise the Products in such a manner so as to maximize the sales of the Products. This covenant to use all reasonable commercial efforts shall include without limitation the following obligations:

3.1.1. **Sales Organization.** Reseller shall establish and maintain a sales organization, including without limitation, by providing a trained sales and technical staff to promote the sales and support of the Products and maintaining a website destination that features the Products along with extensive, detailed and accurate information regarding the Products. Reseller's sales organization shall be capable of handling requests for repairs or replacement of Products under warranty, as set forth in Section 4 of this Agreement.

3.1.2. **Inventory; Minimums.** Reseller shall purchase no less than Twelve (1) Products with each order. All orders must be placed in increments of Twelve (12). Without limiting the foregoing, Reseller shall maintain an adequate selection and stock of the Products as is necessary to fulfill customers' demands, as determined by Reseller based upon its prior business operations and experience and upon the fixed delivery times

3.1.3. **Advertising and Promotion.** The Reseller agrees to conduct, at its own expense and in its own business name, advertising and public relations campaigns to promote the Products. The Kami Pad may provide advertising materials for Reseller to use in promoting and advertising the Products. All advertising and promotional materials not supplied by The Kami Pad must be submitted to The Kami Pad for its written approval prior to the use of any such material.

3.1.4. **Packaging.** Reseller will distribute the Products unmodified and with all packaging and applicable license agreements, limited warranty statements and proprietary rights statements intact as received from The Kami Pad.

3.2. **Compliance with Law.** Reseller shall comply with all applicable Federal, State or local laws and regulations.

3.3. **Inspection.** In order to ensure Reseller's compliance with the terms of this Agreement, Reseller hereby agrees that The Kami Pad shall have the right, at The Kami Pad's expense, to inspect, at reasonable times, either itself or through its duly authorized representatives, all or any portion of Reseller's facilities and records with regard to (a) the use of the Products, Confidential Information,

and Trademarks, (b) the storage marketing, sale, and distribution of the Products, and (c) Reseller's compliance with this Agreement. Reseller agrees to provide The Kami Pad with regular information as is necessary to keep The Kami Pad up to date regarding sales of the Products, market trends, and the products and advertising of competitors.

3.4. No Third Party Websites or Social Media. Reseller may not sell the Products on or via any third-party marketplace or 'auction' websites (e.g., Amazon, eBay) and shall not engage in any unfair competitive practices (e.g., product dumping). Reseller shall not sell through nor use any social media platform, web site, app or service to promote, advertise, market or sell the Products.

3.5. Business Conduct. Reseller will (i) conduct business in a manner that reflects favorably at all times on the Products and the good name, goodwill and reputation of The Kami Pad; (ii) make no false or misleading representations or advertisements with regard to The Kami Pad or the Products, (iii) make no representations, warranties or guarantees to customers or to the trade with respect to the specifications, features or capabilities of the Products which are inconsistent with the literature distributed by The Kami Pad.

3.6. Reseller may distribute the Products to third party retailers who may then resale the Products ("Retailers"). Reseller must maintain control over, and retains liability hereunder for, all such Retailers. Provider shall cause each Retailer to abide by the terms and conditions of this Agreement applicable to Reseller. If any Retailer takes any action or omits to take any action that would breach this Agreement if it were Reseller, (i) Reseller shall promptly notify The Kami Pad of same; (ii) upon notice to Reseller from The Kami Pad, Reseller shall immediately cease offering, selling and providing Products to such Retailer; and (iii) Reseller shall be deemed in breach of this Agreement as if such action or The Kami Pad were or were not taken by Reseller.

4. Representations and Warranty; Limitation of Liability; Indemnification

4.1. THE KAMI PAD MAKES NO WARRANTIES OR REPRESENTATIONS TO RESELLER OR TO ANY OTHER PARTY REGARDING ANY PRODUCTS OR SERVICES PROVIDED BY THE KAMI PAD, EXCEPT AS SET FORTH IN THE KAMI PAD'S LIMITED WARRANTY ACCOMPANYING DELIVERY OF PRODUCTS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE KAMI PAD DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. RESELLER WILL NOT MAKE ANY WARRANTIES OR REPRESENTATIONS IN THE KAMI PAD'S NAME OR ON THE KAMI PAD'S BEHALF.

4.2. IN NO EVENT WILL THE KAMI PAD BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT

LIMITED TO, LOST PROFITS OR REVENUE, LOSS OF USE, LOST BUSINESS OPPORTUNITIES OR LOSS OF GOODWILL), OR FOR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF ANY THE KAMI PAD PRODUCTS OR SERVICES PROVIDED BY THE KAMI PAD, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT THE KAMI PAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

4.3. THE KAMI PAD'S TOTAL LIABILITY TO RESELLER UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, WILL BE LIMITED TO THE PAYMENTS ACTUALLY RECEIVED FROM RESELLER UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD PRECEDING THE DATE A CLAIM FOR LIABILITY ARISES HEREUNDER.

4.4. Reseller represents, warrants and covenants, on a present and continuing basis, that: (a) it possesses the necessary technical and commercial competence and resources to perform its contractual obligations hereunder, (b) it has all requisite right, power and authority to enter into and fully perform this Agreement and (c) it is duly incorporated, valid and existing, in good standing under the laws of the jurisdiction in which it was incorporated.

4.5. Reseller hereby agrees to indemnify, defend and hold harmless The Kami Pad and its directors, officers, employees and agents from and against any and all causes of action, liabilities, claims, costs damages and expenses (including reasonable attorneys' fees) arising out of related to or in connection with (a) Reseller's breach of this Agreement, (b) the operation of Reseller's business, (c) Reseller's importation, storage, marketing, sale, or distribution of the Products, and (d) Reseller's failure to comply with any applicable law, regulation, or order. If requested by The Kami Pad ("Indemnified Party"), Reseller ("Indemnifying Party") shall assume the defense of any such indemnifiable claim through counsel of the Indemnifying Party's choice and at the Indemnifying Party's sole expense. The Indemnified Party shall have the option to participate in such defense through counsel of the Indemnified Party's choice and at the Indemnified Party's expense. The Indemnifying Party may not settle any indemnified claim in a manner that adversely affects the Indemnified Party without the Indemnified Party's consent (not to be unreasonably withheld or delayed). The provision of this Section 4 shall survive any expiration or termination of this Agreement.

5. Term and Termination.

5.1. Term. This Agreement commences on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in effect for a term of one (1) year thereafter, at which point this Agreement shall expire (the "Term")

5.2. **Termination for Cause.** The Kami Pad may terminate this Agreement immediately for cause upon written notice to Reseller. In this Agreement, “for cause” includes but is not limited to the event that:

5.2.1. Reseller breaches this Agreement or fails to perform any of its obligations hereunder (including without limitation payment for the Products when due);

5.2.2. Reseller takes any action or fails to take action which materially damages the good name, reputation, or goodwill of The Kami Pad, the Trademarks, or the Products; or

5.2.3. Reseller assigns this Agreement without The Kami Pad’s consent or undergoes a change in control. For the purposes of this Agreement, “control” shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interest, by contract or otherwise).

5.3. **Termination for Convenience.** Either party may terminate this Agreement without cause upon thirty (30) days’ prior written notice.

5.4. **Effect of Termination.** Upon the termination or expiration of this Agreement:

5.4.1. **Repurchase Right.** The Kami Pad may, at its option, repurchase any or all the Products then in Reseller’s possession. The Kami Pad at prices (A) equal to the prices paid by Reseller, provided the Products are in new conditions without signs of wear and tear, and (b) for Products not in new condition, at a fair market value price determined by The Kami Pad in its reasonable discretion. In the event that The Kami Pad repurchases some or all of the Products, The Kami Pad shall provide notice to Reseller within fourteen (14) calendar days of termination, and Reseller will deliver such Products to The Kami Pad within thirty (30) days of receiving such notice.

The Kami Pad shall pay Reseller the applicable amounts within thirty (30) days after delivery, provided that the Products match their reported condition. Reseller shall be responsible for costs of packaging, insurance and shipment of such Products;

5.4.2. **Liquidation Option.** if The Kami Pad does not exercise its right to purchase the Products as set forth above, Reseller shall have the right to sell remaining inventories of the Products within six (6) months after the termination date, subject to the terms of this Agreement;

5.4.3. **Accelerated invoices.** the due dates of all outstanding invoices to Reseller for the Products will automatically be accelerated so they become due and payable on the date of termination or expiration, even if longer terms had been provided previously;

5.4.4. **Cancelled Orders.** all purchase orders or portions thereof remaining undelivered on the date of termination or expiration will automatically be canceled;

5.4.5. **Customer Transfer and Transition.** Reseller shall, provide to The Kami Pad all customer information to whom it has sold Products, including warranty information, The Kami Pad Product information and contact details, and shall contact its end user customers to whom it has sold Products, inform them of the end of Reseller’s relationship, and provide replacement Reseller information supplied by The Kami Pad;

5.4.6. **Return of Confidential Information.** each party will promptly destroy all Confidential Information of the other party in its possession The Kami Pad or control, and will provide the other party with a certification, signed by one of its officers, certifying the destruction of all such Confidential Information; and

5.4.7. **Cease Use of Marks.** Reseller will cease using the Trademarks and promoting and advertising the Products.

5.5. **No Expectation of Damages.** RESELLER WAIVES ANY RIGHTS IT MAY HAVE TO RECEIVE ANY COMPENSATION OR INDEMNITY UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT, OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT. Reseller acknowledges that it has no expectation and has received no assurances that any investment by Reseller in the promotion of the Products will be recovered or recouped or that Reseller will obtain any anticipated amount of profits by virtue of this Agreement.

6. **Confidentiality.**

6.1. **Confidential Information.** As used herein, the term “Confidential Information” shall mean all information disclosed to Reseller or otherwise acquired by Reseller in connection with its performance of its obligations under this Agreement, concerning or relating in any way to the markets, customers, Products, procedures, plans, operating experience, marketing strategies, organization, employees, financial conditions, wholesale prices or plans or business of The Kami Pad, its subsidiaries or Affiliates, except for such knowledge or information which: (i) is or later becomes publicly known under circumstances involving no breach of this Agreement by Reseller; (ii) was already known to Reseller at the time it received the information or knowledge; or (iii) is made available to Reseller by a third party without secrecy obligation and without breach of its obligations to The Kami Pad.

6.2. **Protection.** During the Term hereof and for a period of three (3) years thereafter, Reseller agrees to keep secret all Confidential Information and will take all steps and institute any internal procedures which may be necessary to maintain the secrecy of the Confidential Information and further agrees that it shall not use or disclose the Confidential Information except in connection with the performance of its obligations under this Agreement. Notwithstanding the foregoing, Reseller may disclose Confidential Information required to be disclosed by any administrative or judicial action (provided that Reseller attempts to maintain the confidentiality of the Confidential Information by asserting in such action any applicable privileges and immediately notifies The Kami Pad of such action to give The Kami Pad the opportunity to seek legal remedies to maintain such confidentiality, which may include without limitation seeking a protective order).

7. **Trademarks.**

7.1. During the Term of this Agreement, Reseller shall have the limited, non-exclusive, non-assignable, royalty-free, revocable right to use the Trademarks solely in connection with an as necessary for the promotion, marketing and sale of Products. As used herein, “Trademarks” means each of the trademarks, service marks, trade

names, logos or other identifying indicia of The Kami Pad for the Products as specified to Reseller.

7.2. Use of the Trademarks shall conform to the following requirements:

7.2.1. Reseller shall not use the Trademarks in any manner other than as set forth in Section 7.1 above without the prior written approval of The Kami Pad;

7.2.2. Reseller shall not use the Trademarks in Reseller's own name or any business name (including in any of Reseller's website URLs);

7.2.3. Reseller shall not use the Trademarks in any manner which suggests an affiliation with The Kami Pad other than that of Reseller of the Products;

7.2.4. Reseller shall not add to, or use with, the Trademarks, any other trade name, trademark, symbol or device without the prior written approval of The Kami Pad;

7.2.5. Reseller shall employ any symbol or notice with the Trademarks, which The Kami Pad advises is necessary, from time to time, to identify and protect the interest of The Kami Pad in the Trademarks.

7.3. Reseller shall not apply any other trade name or trade mark, nor any labels, signs or markings of any kind to the Products without the prior written consent of The Kami Pad.

7.4. Reseller shall not modify the Products without the consent of The Kami Pad or distribute the Products in packaging other than The Kami Pad's original packaging or with marks other than the Trademarks without the consent of The Kami Pad.

7.5. Reseller hereby acknowledges that The Kami Pad (or licensors of The Kami Pad) are the sole owners of the Trademarks and the goodwill pertaining thereto and that nothing contained herein shall constitute an assignment of the Trademarks or grant to Reseller any right, title or interest therein, except the right to use it as set forth in this Section 7. Reseller agrees that it will not contest The Kami Pad's (or The Kami Pad's licensors') ownership of the Trademarks, either during or after the Term.

7.6. Reseller hereby irrevocably assigns to The Kami Pad any and all ownership, beneficial and other rights or interests, which Reseller has, or may have at any point in time, in any of the Trademarks (and in any translation or transliteration thereof) or in any confusingly similar mark or brand.

8. General Provisions

8.1. Governing Law; Arbitration. This Agreement shall be governed and construed in accordance with the laws of the United States and the state of New York (except as otherwise stated herein). Any and all disputes, controversies and claims arising out of or relating to this Agreement or concerning the respective rights or obligations of the parties hereto may upon timely notice, settled and determined by arbitration in City of New York before a panel of three (3) arbitrators pursuant to the International Rules then obtaining of the American Arbitration Association. The parties agree that the arbitrators shall have the power to award damages, injunctive relief and reasonable attorneys' fees and expenses to any party in such arbitration. The arbitration award shall be final and binding upon the

parties and judgment thereon may be entered in any court having competent jurisdiction.

8.2. Force Majeure. Neither party hereto shall be liable to the other for delay in any performance or for the failure to render any performance under this Agreement when such delay or failure is a direct result of any present or future statute, law, ordinance, regulation, order, failure to deliver on the part of its suppliers, judgment or decree, act of God, earthquake, epidemic, explosion, lockout, boycott, strike, labor unrest, riot, war, or similar catastrophic occurrence (each, a "Force Majeure"). In the event of any Force Majeure, the affected party shall send written notice of the delay or failure and the reason thereof to the other party within fourteen (14) calendar days from the time the affected party knew or should have known of the Force Majeure in question. The provisions of this Section 8.2 shall not be applicable to any obligation involving the payment of money.

8.3. Notices. Any notice, request, demand, waiver, consent, approval or other communication required to be given pursuant to this Agreement (each, a "Notice") shall be in writing (which may include electronic mail) and shall be deemed given: (i) upon delivery, if by hand or by electronic mail; (ii) after two (2) business days, if sent by express mail or air courier; or (iii) upon transmission, if sent by facsimile (confirmed by letter sent by overnight delivery service or registered or certified mail). All Notices are to be given or made to the parties at the addresses appearing on the first page of this Agreement, or to such other address as any party may designate by a Notice given in accordance with the provision of this Section 9.2. In the event Reseller intends to utilize other warehouse facilities, change its business address or in any other way to transfer the Products, or any records relating to such Products, including accounts receivable, to any location other than the address set forth above, Reseller shall notify The Kami Pad in writing at least thirty (30) days prior to such change or transfer.

8.4. Entire Agreement; Amendment. This Agreement, together with Exhibits hereto, contains the entire Agreement and understanding of the parties hereto with respect to the matters herein set forth, and all prior negotiations and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement. This Agreement may not be modified except in writing, signed by both of the parties hereto.

8.5. Waiver. The failure by The Kami Pad to require the performance of any term of this Agreement or the waiver by The Kami Pad of any breach under this Agreement shall not operate or be construed as a waiver of any subsequent breach by Reseller hereto.

8.6. Assignment. Reseller may not assign its rights nor delegate the performance of its duties or other obligations under this Agreement, including any claims arising out of or connected with this Agreement, without the prior written consent of The Kami Pad. The Kami Pad may assign this Agreement or any of its rights or obligations to a third party.

8.7. Severability. In case any one or more provision contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provision contained herein and other

applications thereof shall not in any way be affected or impaired thereby.

8.8. Nonexclusive Remedy. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

8.9. Relationship of the Parties. The parties are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties. Neither party will have the power to bind the other party or to incur any obligations on its behalf, without the other party's prior consent.

8.10. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provision of this Agreement will remain in full force and effect.

8.11. Equitable Relief. Reseller acknowledges that any breach of its obligations under this Agreement with respect to the proprietary rights or Confidential Information of The Kami Pad will cause The Kami Pad irreparable injury and significant injury for which there are inadequate remedies at law. Accordingly, The Kami Pad will be entitled to seek immediate equitable relief to enjoin any such breach, in addition to all other rights and remedies that it may have under this Agreement, at law or otherwise.

8.12. Survival. Sections 2, 3.2, 3.4, 4, 5.4, 5.5, 6, 8.1, 8.2, 8.4 and this Section 8.12. shall survive any expiration or earlier termination of this Agreement.

8.13. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.