

## WHOLESALE DISTRIBUTION AGREEMENT

This WHOLESALE DISTRIBUTION AGREEMENT (this “**Agreement**”) is entered into, effective as the date this Agreement is signed by both parties (the “**Effective Date**”), between eSupplements, LLC dba Primaforce, a Utah company (“**Company**”), and the entity listed aside Company in the signature block below (“**Distributor**”). Company and Distributor may be referred to herein individually as a “Party” and collectively as the “Parties”.

### RECITALS

WHEREAS, Company is in the business of manufacturing and selling dietary and nutritional supplements as well as related products and Distributor desires to distribute certain of Company’s products (the “**Products**”) in limited markets as identified herein; and

WHEREAS, as a condition of Company’s agreement to allow Distributor to distribute the Products on a non-exclusive basis in the Authorized Territory (as defined herein after), Distributor has agreed to the distribution limitations and other requirements described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bounds, the Parties agree as follows:

1. Scope of Distribution.

a. The Parties Agree that Distributor will purchase the Products solely from Company in accordance with the terms of this Agreement, and shall market, distribute, and sell the Products solely as permitted herein, subject to the limitations set forth in this Agreement.

b. Distributor is hereby authorized to distribute the Products solely in the United States (the “**Authorized Territory**”) and only to brick-and-mortar retailers engaged in sale of sports nutrition products to end use customers or directly to end use customers unless expressly authorized by Company in writing.

c. Notwithstanding anything else in this Agreement, Distributor specifically agrees that it will not, directly or indirectly, market, sell, solicit orders, or distribute the Products:

(1) Outside the Authorized Territory or to any person who exports goods or intends to market or sell the Products outside the Authorized Territory;

(2) To online customers located outside of the Authorized Territory;

(3) To any person or entity which Distributor knows, should know, or has any reason to believe that such person or entity will resell the Products, directly or indirectly, to online outside of the Authorized Territory; and

(4) To any retailers, purchasers, e-retailers or e-commerce retailers that Company has indicated are unauthorized, without the express written consent of Company.

d. Company reserves the rights at any time to notify Distributor in writing or email to cease future distributions to any specific customers or outlets in its sole discretion.

e. Distributor acknowledges and agrees that such distribution rights granted hereunder are being granted on a non-exclusive basis and that Company may sell or authorize other(s) to sell the Products in the Authorized Territory in its sole discretion.

2. Purchase of Products. All prices provided by Company to Distributor shall not include shipping costs. Customer shall be responsible for delivery of completed product from Company to destination. Title will pass to Distributor upon completion of the products and packaged on pallets or otherwise in preparation for transfer. Distributor hereby agrees to pay 100% of the purchase price for the Products requested at the time Distributor submits a purchase order to Company, or soon thereafter, plus any accompanying shipping costs. Distributor understands that Company shall not begin to fulfill the submitted purchase order until Company receives the entire purchase price of the Products requested in the purchase order plus shipping costs. Company shall supply and sell the Products to Distributor in its sole discretion and may refuse to supply and sell the Products to Distributor for any or no reason. In no event shall Distributor be permitted to set-off, withhold, or otherwise deduct any amounts alleged or claimed to be due from amounts due Company without Company's express written approval.

3. Warranty. Company makes no representation or warranty to Distributor with respect to the products, either express or implied, including without limitation, the implied warranties of merchantability or fitness for a particular purpose. Furthermore, Company makes not representation or warranty to Distributor with respect to Distributor's ability to successfully bring the Products into the Authorized Territory. While Company will assist Distributor in any reasonable manner to help the Products enter the Authorized Territory, Company lacks the expertise to represent and warrant that the Products will successfully be allowed to enter the Authorized Territory.

4. Intellectual Property Rights. Distributor agrees and acknowledges that Company retains all right and title to, and remains the sole and exclusive owner of, the trademarks of the Products, including all goodwill associated therewith, and any other trademarks of Company, and nothing contained in this Agreement will be construed as granting any rights to Distributor, by license or otherwise, to Company's intellectual property, except as expressly specified herein. Distributor additionally agrees that it shall never challenge or encourage anyone to challenge Company's rights in its trademarks or other intellectually property associate with the Products or attempt to file or register the same or similar trademarks as Company's trademarks, and will assist Company in the protection of Company's intellectual property rights in the Authorized Territory with respect to the Products, including endeavoring to notify Company in writing of any infringements or imitations by others.

5. Relationship of the Parties. The relationship of Company and Distributor is that of vendor and vendee. Under no circumstances shall Distributor and its agents and employees be deemed employees, agents or representatives of Company. Neither Party shall have any right to enter into any contract or commitment in the name of, or on behalf of, the other, or to bind the other in any respect whatsoever.

6. Term. This Agreement shall remain in effect for a period of one (1) year from the Effective Date (the "**Initial Term**"). Thereafter, this Agreement shall automatically renew for consecutive one (1) year terms (each, a "**Renewal Term**") unless written notice is provided at least thirty (30) days prior to the expiration of the then current Initial or Renewal Term by either Party.

7. Indemnification. Distributor hereby agrees to indemnify, defend and hold harmless Company and its affiliates (including its parent, any subsidiaries and any other subsidiaries of its parent) and their officers, directors, agents and employees from and against any and all claims, losses, demands, actions, judgments, liabilities, expenses and damages, including reasonable attorneys' fees arising out of or relating to a breach of this Agreement.

8. Governing Law. Any dispute arising out of, or in connection with, this Agreement, shall be governed by, interpreted and construed in accordance with the law of the State of Utah, United States of America, without giving effect to any conflict of laws or choice of law rules or the United Nations Convention on Contracts for the International Sale of Goods. The Parties hereby consent and agree to the sole and exclusive jurisdiction and venue of the State or Federal courts located in Utah County, Utah in connection with any claim, action or dispute related to this Agreement. The Parties further hereby waive any and all defense related to inconvenient forum.

9. Amendment. This Agreement may be amended only by a written amendment executed by both Parties.

10. Assignment. Neither Party may assign this Agreement, or any right or interest in or to this Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, Company may assign this Agreement to a parent, subsidiary or other party purchasing all or substantially all of Company's assets.

11. Waiver. The waiver of a breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any further breach or such term or condition or the waiver of any other term or condition of this Agreement.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxes or PDF copies of manually or electronically executed signature pages will be fully binding and enforceable without the need for delivery of the original signature page(s).

IN WITNESS WHEREOF, this Agreement has been duly executed to be effective as of the Effective Date.

Primaforce

CUSTOMER: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Yoon Kim

Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

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Email: [insert email]