

AUNT LYN'S WELLNESS WHOLESALE AGREEMENT

This Reseller Agreement (the "Agreement") is made as of the Effective Date between Aunt Lyn's, a New Jersey Company and the Reseller. Effective Date and Reseller are identified on the reverse of this form. Company and Reseller hereby agree, for and in consideration of the mutual covenants in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, as follows:

1. **Definitions.** The following definitions apply to capitalized terms in this Agreement. All other capitalized terms are defined in the body of the Agreement.
 - a. "Confidential Information" means all proprietary information disclosed by one party to the other party including (without limitation), the terms of this Agreement and any item marked as confidential by the disclosing party.
 - b. "Confidential Information" shall not include information that the receiving party can show is or becomes generally known or publicly available through no fault of the receiving party.
 - c. "Consumer" means any person or entity that purchases a Product or Products solely for its own use.
 - d. "Product" means the products made available for sale by Aunt Lyn's.
 - e. "Products" means more than Product (either several different types of Product or more than one of the same type of Product, or both).
 - f. "Territory" means anywhere the Reseller wishes to sell the Products.
2. **Appointment of Reseller**
 - a. **Authorization and Appointment.** Company hereby authorizes and appoints Reseller and Reseller accepts the appointment, as a non-exclusive reseller to purchase Products from Company and to market, sell, or incorporate for resale Company Products to Consumers in the Territory.
 - b. **Revision of Authorization.** Company reserves the right to revise the list of Products at any time during the term of this Agreement. Company will notify Reseller of such revisions.
3. **ONLINE MARKETPLACES AND/OR AUCTION SERVICES.** RESELLER SHALL NOT PROMOTE, MARKET, ADVERTISE, OFFER TO SELL OR SELL ANY PRODUCT ON OR THROUGH ANY ONLINE MARKETPLACE OR AUCTION SERVICE (E.G., EBAY, AMAZON MARKETPLACE OR LIKE WEBSITES), EXCEPT AS MAY BE EXPRESSLY CONSENTED TO BY COMPANY IN WRITING AND IN ADVANCE, AND IT BEING UNDERSTOOD THAT COMPANY MAY WITHDRAW ITS CONSENT AT ANY TIME.
4. **Price and Payment**
 - a. **Prices to Reseller.** The price payable by Reseller for each Product shall be the Retailer's Cost specified on the reverse for such Product at the time of order.
 - b. **Revision of Prices.** Company may, upon prior written notice to Reseller, change the Retailer's Cost for any or all Products not yet ordered.
 - c. **Taxes.** Reseller shall bear and be responsible for the payment of all taxes on sales made by the Reseller.
5. **Minimum Advertised Price ("MAP") Policy**
 - a. **Minimum Advertised Price ("MAP").** MAP pricing for each product is identified on the front of this form. All advertised prices must be at or above MAP for all Products with a Company established MAP price. Reseller is not required to list prices in advertising. Statements in advertisements such as "call for price" or "call for quote" are acceptable and permitted.
 - b. **Advertising Placement.** Reseller is responsible for ensuring that prices are at or above MAP on internet search engines and all advertising placements, including but not limited to: print ads (inserts, magazines, newspapers, catalogs, mail order catalogs, etc.), broadcast (radio and TV), direct mail, faxes, internet placement with third parties (banner ads, broadcast emails, destination pages, third-party sites), internet placements on reseller's own website, and any flyers, posters or coupons.
 - c. **Modifications to MAP.** Company reserves the right to modify or suspend the MAP price with respect to a Product for a specified period of time by providing advance notice to all resellers of such changes.
 - d. **Free Offers.** Free shipping and/or handling, 0% sales tax, or free financing promotions do not violate MAP.
 - e. **Product Price Matching Policies.** Price matching policies are acceptable, providing that price matching cannot be used as a valid reason for violations of MAP.
 - f. **Failure to Comply with MAP.** Company may terminate this Agreement if, in its sole discretion, it decides that Reseller has failed to comply with its MAP policies.
6. **Confidential Information.** Each party shall protect the other's Confidential Information from unauthorized dissemination and use the same degree of care that such party uses to protect its own like information. Neither party shall disclose to third parties the other's Confidential Information without the prior written consent of the other party. Neither party shall use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement.
7. **Trademark.** Reseller may, whether in connection with its own trademarks, use the then current Product names, logos and other marks ("Marks") on the Product and all marketing and promotional material therefore as authorized by Company for all proper purposes in the performance of Reseller's duties hereunder. Reseller's use of such Marks shall be in accordance with Company's policies in effect at the time, including, but not limited to, trademark usage and advertising policies. Reseller shall have no claim or right in such Marks and Reseller shall not make any claim or contest the use of any such Mark authorized by Company. Except as expressly authorized in writing by Company, Reseller shall not file or attempt to register any Mark or any mark confusingly similar thereto.
8. **Term and Termination**
 - a. **Term.** This Agreement commences on the Effective Date and shall remain in force for a period of twelve (12) months ("Initial Term"), at which time the Agreement will automatically renew for successive twelve (12) months ("Initial

- Term"), at which time the Agreement will automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Original Term, the "Term"), unless otherwise terminated.
- b. **Termination without Cause.** Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party.
- c. **Effects of Termination.** Upon any termination or expiration of this Agreement:
 - i. Reseller shall cease to be an authorized reseller of Product and all rights and licenses granted to Reseller hereunder shall cease;
 - ii. Reseller shall immediately: cease all use and distribution of the Product; discontinue any use of the Marks; and cease to promote, solicit or procure orders for the Product.
- d. **Continuing Obligations.** The termination of this Agreement shall not release Reseller from the obligation to pay any sum that Reseller may then owe to Company, or from the obligation to perform any other duty or to discharge any other liability incurred by Reseller prior thereto. The termination of this Agreement shall not release Company from the warranties in this Agreement.
9. **Indemnification.** Reseller shall indemnify and hold Company harmless from and against any and all damages, liabilities, costs and expenses (including reasonable attorney's fees) which Company incurs as a result of any claim based on any breach of any representation or warranty, covenant or agreement by Reseller under this Agreement or any breach of this Agreement by Reseller.
10. **LIMITATION OF LIABILITY.** COMPANY WILL NOT BE LIABLE UNDER ANY SECTION OF THIS AGREEMENT OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REPUTATIONS), WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS IN ADVANCE. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD PARTY CLAIMS AGAINST THE OTHER PARTY. IN NO EVENT WILL COMPANY BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY RESELLER. IN ADDITION, IN NO EVENT WHATSOEVER SHALL COMPANY'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT ACTUALLY RECEIVED BY COMPANY FROM RESELLER DURING THE THIRTY SIX (36) MONTHS PRECEDING THE EVENT WHICH GAVE RISE TO SUCH COMPANY LIABILITY.
11. **General Provision**
 - a. **Notice.** Any notices required or permitted shall be given to the appropriate party at the address specified on the reverse, or at such other address as the party shall specify in writing, and shall be effective upon actual receipt.
 - b. **Assignment.** The parties may not assign this Agreement or any right or obligation of this agreement, by operation of law or otherwise without prior written consent of the party, which shall not be unreasonably withheld.
 - c. **Independent Contractors.** The parties are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is created by this Agreement.
 - d. **Severability.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
 - e. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
 - f. **Interpretation.** In construing or interpreting this Agreement, the word "or" shall not be construed as exclusive, and the word "including" shall not be limiting. The parties agree that this Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party and that ambiguities shall not be interpreted against the drafting party.
 - g. **Amendments.** No change or modification of this Agreement will be valid unless it is in writing and signed by each party to this Agreement.
 - h. **No Waiver.** A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.
 - i. **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of New Jersey, without regard to its conflict of laws rules.
 - j. **Jurisdiction.** The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Bergen County, New Jersey.
 - k. **Compliance of Law.** The parties shall comply with any and all applicable laws, rules and regulations of the governmental authorities concerned.
 - l. **Force Majeure.** A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event. In the event of a threatened default or default as a result of any of the above causes, the defaulting party shall exercise its best efforts to avoid and cure such default. In the event such an event prevents performance thereunder for a period in excess of ninety (90) days, then the non-defaulting party may elect to terminate this Agreement and/or cancel or suspend any Phone Orders thereunder by a written notice to the defaulting party.
 - m. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
 - n. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

I, (print name) _____ agree to the terms of this Wholesale Business Agreement.

Signature: _____ Date: _____