

## RESELLER STANDARD TERMS AND CONDITIONS

PLEASE READ THESE RESELLER STANDARD TERMS AND CONDITIONS CAREFULLY AND MAINTAIN A COPY FOR YOUR RECORDS.

**1. Applicability.** The sale of products ("Products") by High Ridge Brands LLC. and its direct and indirect subsidiaries ("Seller") are governed by and subject to (i) Seller's quotation, purchase order or order acknowledgment, as applicable, and (ii) these reseller standard terms and conditions, whether or not they are specifically referenced in Seller's quotation, purchase order or order acknowledgment. These reseller standard terms and conditions, together with Seller's quotation, purchase order or order acknowledgment, as applicable, are referred to herein as this "Agreement." This Agreement is between the Seller that accepts the order for the applicable Product and the individual or entity that submits the order ("Reseller", "you" or "your"). Reseller's submission of (a) an order, (b) a prospective order or (c) any similar business opportunity or offer to Seller for any Product shall be deemed to constitute acceptance of these reseller standard terms and conditions by Reseller.

TERMS AND CONDITIONS ADDITIONAL TO, OR DIFFERENT FROM, THESE RESELLER STANDARD TERMS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, TERMS CONTAINED IN RESELLER'S PURCHASE ORDER OR RESELLER'S STANDARD TERMS AND CONDITIONS OF PURCHASE, ARE DEEMED MATERIAL AND ARE HEREBY REJECTED AND TO WHICH NOTICE OF OBJECTION IS HEREBY GIVEN.

Notwithstanding anything herein to the contrary, if a written contract signed by both Seller and Reseller is in existence covering the sale of Products covered hereby, the terms and conditions of such contract shall prevail to the extent they are inconsistent with these reseller standard terms and conditions.

### **2. Late Payments.**

Reseller shall pay interest on all late payments at the lesser of the rate of 5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Reseller shall reimburse Seller for all costs, including, but not limited to, attorney's fees, incurred by Seller in collecting any late payments.

**3. Reseller Obligations.** Subject to the terms of this Agreement, Reseller shall be a non-exclusive reseller of the Products for resale to, and use by, its direct end-user customers (collectively, "End Users"). Seller may appoint other resellers and may use its own sales personnel to market, promote and sell the Products and nothing contained herein shall prohibit or otherwise restrict Seller from soliciting or doing business with End Users or marketing, promoting or referring leads to third parties engaged in a business similar to or competitive with Reseller. Furthermore, Seller may, at any time and in its sole discretion, refuse to approve the resale of the Products to any End User for any reason or no reason without liability or payment obligation of any kind. Within 15 days after the end of each fiscal quarter of Reseller, Reseller shall deliver to Seller an updated list of all End Users to which Reseller has sold the Products.

Unless approved in writing by Seller, Reseller shall not permit other entities to directly or indirectly resell or otherwise redistribute the Products and shall make commercially reasonable efforts to prevent such direct or indirect resale or redistribution.

Except through Reseller's own branded website, Reseller is prohibited from promoting or selling any Products on the internet without the prior written consent of Seller. Without limiting the foregoing, the direct or

indirect selling or marketing of Products is PROHIBITED on any third-party websites, marketplace sites, online auction sites, community sites or flash sale sites (including, but not limited to, amazon.com, ebay.com, jet.com or walmart.com). Reseller agrees not to engage in any paid search marketing, search engine marketing or advertising, cost-per-click, cost-per-impression, sponsored listing, paid for placement or any other marketplace or site specific paid search vehicle, including, but not limited to, Google Adwords, Yahoo Bing Network or Amazon Marketing Services, using the Seller's brands or marketing or advertising the Products. If the Reseller engages in any of these prohibited online activities, Seller may recover costs, including, but not limited to, reasonable attorney's fees from Reseller in connection with Seller's efforts to stop or prevent such activities.

Subject to the terms of this Agreement, with respect to End Users, Reseller shall be solely and exclusively responsible for all contracting, price setting, charging, invoicing and collecting payment for the Products.

Reseller shall keep accurate records in the normal course of business relating to this Agreement, including, but not limited to, amounts charged to End Users. Reseller shall promptly provide true and accurate copies of any such records to Seller upon request and grants Seller and its representatives, including, but not limited to, its independent public accountants, the right to examine Reseller's books, records and accounts during Reseller's normal business hours to verify compliance with this Agreement. In the event such audit discloses non-compliance with this Agreement, without limiting any other remedy hereunder, Reseller shall promptly pay to Seller the appropriate fees, plus the reasonable cost of conducting such audit.

**4. Independent Contractor.** Reseller is an independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint venturers, co-owners, agents, franchisee or franchisor or otherwise, or (iii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. Reseller is not an employee of Seller and is not entitled to any employee benefits. All financial and other obligations associated with each party's business are the sole responsibility of such party. Reseller represents and warrants that it: (a) will not make any representations, warranties, or guarantees on behalf of Seller, and (b) will not disparage Seller in any manner or otherwise harm Seller's business or reputation.

**5. Confidential Information.** As used herein, "Confidential Information" shall mean any and all business information about or related to Seller, in whatever form or medium and whether or not marked, designated or otherwise identified as confidential, including, but not limited to, existing and proposed products, existing and proposed packaging designs, product volumes, existing and proposed technical specifications, trade secrets, specifications, designs, plans, drawings, data, customer lists, customer information, and other proprietary, confidential and/or competitively sensitive information about the assets, products, cost of goods, supplier relationships, business strategies and objectives, manufacturing processes, distribution system and/or about the business in general of the Seller. Reseller agrees that all Confidential Information is, and shall be considered, confidential and proprietary to Seller. Reseller agrees that it shall: (i) protect and

preserve the confidential and proprietary nature of all Confidential Information; (ii) solely use the Confidential Information in performance of this Agreement; and (iii) not copy, disclose or otherwise make available, directly or indirectly, any Confidential Information to any third party (including Reseller's agents and contractors) for any purpose, unless expressly permitted in advance in writing by Seller. Confidential Information shall not include any information that is: (a) in the public domain; (b) known to Reseller at the time of disclosure; or (c) rightfully obtained by Reseller on a non-confidential basis from a third party.

**6. Intellectual Property.** Nothing in this Agreement is to be construed as a grant or assignment of any license or other right by Seller to Reseller of any of Seller's intellectual property rights, whether patent, trademark, trade secret, copyright or otherwise. Seller shall retain all right, title and interest, including all intellectual property rights, relating to, or embodied in, the Products.

**7. LIMITED WARRANTY; LIMITATION OF LIABILITY.** EXCEPT AS EXPRESSLY SET FORTH IN SELLER'S QUOTATION, PURCHASE ORDER OR ORDER ACKNOWLEDGMENT, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. AT SELLER'S DISCRETION, RESELLER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE CONFORMANCE OF ANY PRODUCTS FURNISHED BY SELLER UNDER THIS AGREEMENT SHALL BE LIMITED TO EITHER: (1) REPLACEMENT OF SUCH PRODUCTS AT THE POINT OF SHIPMENT FROM SELLER'S FACILITY; OR (2) REPAYMENT OF, OR CREDIT AGAINST, THE PURCHASE PRICE OF SUCH PRODUCTS UPON AUTHORIZED RETURN THEREOF.

SELLER'S LIABILITY AND RESELLER'S EXCLUSIVE REMEDY FOR ANY REASON AND UPON ANY CAUSE OF ACTION OR CLAIM, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, ARISING OUT OF, OR RELATED TO, THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY RESELLER TO SELLER FOR THE PRODUCTS UNDER THIS AGREEMENT. IN ANY CASE, EXCEPT FOR DAMAGES THAT ARE REQUIRED BY LAW TO BE PAID AND CANNOT BE LIMITED BY CONTRACT, RESELLER AGREES THAT ALL DAMAGES ARE EXCLUDED, EXCEPT FOR DIRECT DAMAGES, AND SELLER SHALL NOT BE LIABLE TO RESELLER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, COST OF COVER, LOST PROFITS, LOST GOODWILL, LOST USE OR PERFORMANCE OF ANY PRODUCTS OR OTHERWISE.

**8. Indemnification.** Reseller agrees to indemnify, defend and hold harmless Seller, its affiliates, directors, officers, employees, agents, successors and assigns (each a "Seller Indemnified Party") from and against any and all claims, suits, actions, causes of action, proceedings, judgments, damages, losses, expenses, costs (including, but not limited to, reasonable attorney's fees) or other liability asserted against or incurred by a Seller Indemnified Party arising out of, relating to, or resulting from, Reseller's or its affiliates', or their respective owners', officers', directors', employees', agents' or representatives' (i) breach of this Agreement, (ii) violation of applicable law, rule or regulation, (iii) negligence or misconduct or (iv) misuse or misapplication of the Products.

**9. Compliance with Law.** Reseller shall comply with all applicable laws, rules, regulations and ordinances and Reseller shall maintain in

effect all required licenses, permits, permissions, authorizations and consents. Reseller shall comply with all export and import laws of all countries involved in the sale of the Products under this Agreement or any resale of the Products by Reseller. Reseller assumes all responsibility for shipments of Products requiring any government import or export clearance.

**10. Entire Agreement.** The terms and conditions set forth herein, together with Seller's quotation, purchase order and order acknowledgment, as applicable, shall constitute the entire agreement between Seller and Reseller with regard to the subject matter hereof and supersedes completely any prior oral or written communications with respect to the subject matter hereof.

**11. Governing Law; Forum Selection.** This Agreement shall be governed by the laws of the State of New York, without regard to the conflict of laws principles of such state. Reseller hereby expressly and irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in the County of New York, State of New York with respect to any dispute, controversy, claim or action arising out of, or relating to, this Agreement or the purchase or use of the Products. Reseller hereby waives any objection based upon forum non-conveniens or any other objection to venue of any such action.

**12. Force Majeure.** Seller shall not be liable or responsible for cancellations, delays or defaults in its performance under this Agreement resulting, in whole or in part, from causes beyond its reasonable control, including, but not limited to: acts of God; acts of public enemy; fire or explosion; actions of the elements, floods and natural disasters; epidemics; telecommunication system failure; war; acts of terrorism; sabotage; riots; embargoes; quarantine; viruses; strikes, lockouts, disputes with workmen or other labor disturbances regardless of whether or not Seller is capable of settling such strike or disturbance; total or partial failure of transportation, delivery facilities, or supplies; acts or requests of any governmental authority; any other cause beyond its reasonable control, whether or not similar to the foregoing, or other contingency the non-occurrence of which was a basic assumption on which this Agreement was made.

**13. Severability.** Should any part, term or provision of this Agreement be declared invalid, void or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with all terms and provisions remaining in full force and effect.

**14. Assignment or Delegation.** Reseller shall not assign this Agreement, or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of Seller.

**15. Modification.** No modification of this Agreement shall be binding upon Seller unless clearly expressed in writing and signed by Seller. This paragraph prohibits, among other things, purported modifications by oral agreement, course of performance and usage of trade. Seller and Reseller expressly agree that Seller may modify these reseller standard terms and conditions from time to time, and such modifications shall be binding upon Reseller.

**16. No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns. Except as specifically set forth herein, no provision of this Agreement shall in any way inure to the benefit of any third person so as to constitute any such person a third-party beneficiary of this Agreement or otherwise give rise to any cause of action in any person not a party hereto.

**17. No Waiver.** The failure of Seller to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance, shall not constitute the permanent waiver of any term or condition of this Agreement by Seller. Seller reserves the right to enforce the terms and conditions of this Agreement at any time and none shall be deemed waived unless such waiver is in writing signed by Seller. Seller's rights and remedies set forth in this Agreement are in addition to all legal and equitable rights and remedies available to Seller.