HALE&HUSH

ONLINE ONLY SALES AGREEMENT

NON-EXCLUSIVE ONLINE SALES ONLY DISTRIBUTION AGREEMENT.

Hale & Hush/ Eclectic Solutions LLC ("**Manufacturer"**) is the maker of **Hale & Hush** ("**Products**"). **Authorized Retailer** desires to sell **Hale & Hush Products** via the Internet "online" and marketed under the brand name **Hale & Hush**. **Manufacturer** grants to **Authorized Retailer** a non-exclusive right to sell **Products** to end users through **Authorized Retailer's website** ("**Website**") indicated below.

Authorized Retailer's offering of Products via Website is subject to the following provisions:

- Prior to **Authorized Retailer**'s display, sale or advertising of **Products** on **Website**, **Manufacturer** must provide written approval for both the internet address listed below and the content of the actual **Website** location.
- The **Website** presentation, quality, trademark usage, images, customer service and all other aspects of **Authorized Retailer**'s **Website** and related service are subject to **Manufacturer**'s continued review and approval, which may be withheld for any reason. **Authorized Retailer** shall not indicate or create an impression that it is in any way related to **Manufacturer**.
- The sale of expired, used, discontinued, damaged, stolen or counterfeit **Products** is strictly prohibited.
- **Authorized Retailer** will sell retail **Products** only to end users in quantities typical of purchases for individual use.
- **Authorized Retailer** agrees to complete an APPROVED Product Training.
- **Authorized Retailer** agrees to offer and RETAIL all **Hale & Hush Products** at their location.
- **Authorized Retailer** agrees to offer and provide **Hale & Hush** Professional treatments *(BeeDazzle and/or Incredible Enzymes)* at their location.
- All customer service, inventory, returns, quality, credit and collection issues with respect to **Products** purchased from **Authorized Retailer** shall be handled solely by **Authorized Retailer**.
- All **Products** must be listed at or above the recommended retail price. UNDER NO CIRCUMSTANCES ARE **Products** PERMITTED TO BE SOLD ON THE INTERNET AT A DISCOUNT.
- All **Products** are to be sold in the U. S. only. No International shipping unless approved for sale in a specific country, in writing by **Manufacturer**.
- All **Products** presented by the **Website** for sale must be approved by **Manufacturer** in advance to ensure accuracy of all information listed. (i.e. availability, accuracy of picture, specifications, options, etc.)
- This agreement applies only to **Website** described below; any future **Website**, catalog, internet, mail or other e-commerce requires a separate approval.
- **Authorized Retailer** acknowledges **Manufacturer**'s ownership of all trademarks, service marks, tradenames, tradedress and other intellectual property in association with **Products**.
- This agreement does not give **Authorized Retailer** any right or interest in any **Manufacturer**'s intellectual property or **Manufacturer**'s trademark. No **Manufacturer**'s trademark, tradenames, trade dress or other intellectual property names shall be used or registered by **Authorized Retailer** or used as part of **Authorized Retailer**'s internet domain names, email addresses, meta tags or key words.
- **Manufacturer** or **Authorized Retailer** may cancel this agreement for any or no reason upon fourteen days written notice. In the event of such cancellation, **Authorized Retailer**'s internet advertising, sale or display of **Manufacturer**'s trademark, or other Internet use with respect to **Products** shall cease immediately. Cancellation of this agreement shall not affect **Authorized Retailer**'s relationship with **Manufacturer** with respect to other non-Internet related activities.

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- Freight is the responsibility of the purchaser. All sales are considered final. **Manufacturer** is not liable for any damage to shipped **Products**. **Manufacturer** will not drop-ship to **Authorized Retailer**'s customers.
- **Authorized Retailer** agrees to comply with all **Hale & Hush**'s current published policies, including the terms and conditions posted on its **Website**, and contained in this contract.
- **Authorized Retailer** must purchase $500 per quarter in retail and backbar products.
- This agreement shall have a term of twelve months, and will automatically renew unless either party provides notice of non-renewal fourteen days prior to the renewal date or if the **Authorized Retailer** discontinues the distribution of **Products**.
- This agreement shall be considered to have been made in the State of Arizona and shall be governed by and interpreted according to Arizona law. Any action arising out of or relating to the Agreement may be brought only in any federal or state court in Chandler, Arizona having jurisdiction of the subject matter and **Authorized Retailer** irrevocably consents that such court shall have personal jurisdiction over **Authorized Retailer** and waives any objection that the court is an inconvenient forum. In addition, **Manufacturer** may seek to obtain or enforce an injunction against **Authorized Retailer** in any state or federal court having jurisdiction of the subject matter.
- **Manufacturer** may terminate this agreement at any time if the **Authorized Retailer** breaches the terms and conditions of this agreement.

The parties have entered into this agreement as of this day of _____ (day) of _____ (month) in _____ (year).

I have read and understand the internet sales distribution agreement of **Hale & Hush /Eclectic Solutions LLC** as presented above. I accept these policies and agree to adhere to them if accepted as an Internet Distributor of **Hale & Hush** products. I am an authorized representative of my company and have the legal authority to bind my company to this agreement with my signature below.

Business Name ("Authorized Retailer")

Street Address

Website Phone

Eclectic Solutions LLC

X _____
Signature

X _____
Print Name & Title

X _____

Authorized Retailer

X _____
Signature

X _____
Print Name & Title

X _____

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