

RETAILER PURCHASE AGREEMENT

THIS RETAILER PURCHASE AGREEMENT (“Agreement”) sets forth the terms and conditions under which Marpé, LLC (“Marpé”), having its principal place of business in McKinney, Texas 75070, agrees to sell its Products identified in the “Product Listing” portion of its Website, www.marpewellness.com, (the “Website”) of this Agreement to any Retailer registering with Marpé through the Website and accepting this Agreement as a “Retailer” hereunder.

For and in consideration of the premises, mutual promises, agreements made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Retailer and Marpé agree as follows:

1. Product; Purchase Orders.

1.1. Purchase Orders and Shipment. Marpé shall sell the Products as required by Retailer pursuant to Purchase Orders (hereinafter so-called) delivered to Marpé specifically identifying the type and quantity of Products, for shipment to Retailer pursuant to the Purchase Order. All Purchase Orders shall be made with the form provided for Retailers on the Website, subject to acceptance and final approval by Marpé.

1.2. Minimum Orders; Extraordinary Orders. Purchase Orders shall be for a minimum of [1 units] of Products. Purchase Orders for more than 200 units of Products shall be submitted to Marpé at least sixty (60) days prior to the desired shipping date.

2. Price, Payments and Shipping; Credit; MASP.

2.1. Price. The prices payable by Retailer for Products purchased under this Agreement are set forth in the Website under “Product Prices”. The Product Prices may be updated from time to time by Marpé with electronic notification to Retailer, and such updated Product Prices shall supersede all prior versions thereof. The Product Prices do not include shipping charges, which will be billed to Retailer on invoices pursuant to Section 2.2 hereof.

2.2. Payment. Marpé shall issue to Retailer invoices specifying the total charges owed to Marpé for Products ordered by Retailer and applicable shipping costs. Retailer agrees that payments by credit or debit card for Products purchased from Marpé and shipping costs shall be due upon receipt of invoice.

2.3. Minimum Pricing to Retailers. Retailer shall not publish any pricing of Products below Marpé’s Minimum Advertised Selling Prices (“MASP”) for such Products, as are established by Marpé from time to time and set forth under “MASP” on the Website. Notwithstanding the foregoing, Retailer may offer percentage discounts from the published MASP if reasonably necessary for Retailer to remain competitive in the market place and to secure both reasonable margins for its Sales Reps and a profit for Retailer.

3. Term.

3.1. Term. This Agreement shall be effective as of the date first written above (the “Effective Date”) and remain in force for twelve (12) months (“Initial Term”), and shall thereafter automatically renew on each anniversary of the Effective Date for

successive twelve (12) month terms unless terminated by either party for any reason with sixty (60) days prior notice to the other party through the Website.

3.2. Immediate Termination. This Agreement may be terminated immediately if:

- a. Retailer fails to pay when due any amount owed for Products;
- b. Either party materially breaches any terms of this Agreement other than those relating to payment;
- c. Either party dissolves or becomes bankrupt or insolvent; or
- d. Retailer publishes prices for Products in violation of **Section 2.3** hereof.

The non-breaching party must send written notice of its intention to terminate this Agreement to the breaching party. The termination shall be effective as of the date of the notice is sent by the non-breaching party; however, for purposes of **Section 3.2b** only, this Agreement shall be terminated only after the breaching party fails to cure the breach within fifteen (15) days from the date of the receipt of a termination notice given pursuant to this **Section 3.2**.

3.3. Continuing Obligations. The obligations of the parties under any Purchase Order accepted by Marpé at the time of the termination of this Agreement shall survive the termination of this Agreement for all purposes.

4. Mutual Understandings.

4.1. The parties hereto mutually agree and understand that:

a. MARPÉ MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ITS PRODUCTS. ANY ADDITIONAL WARRANTIES OR REPRESENTATIONS MADE BY RETAILER SHALL BE ITS SOLE RESPONSIBILITY AND RETAILER SHALL INDEMNIFY AND HOLD US HARMLESS FROM ANY CLAIMS, CAUSES OF ACTION OR LIABILITY ARISING FROM SUCH ADDITIONAL WARRANTIES AND REPRESENTATIONS.

b. Marpé shall be excused from the performance of its obligations under this Agreement when and to the extent that performance is delayed or prevented by any cause reasonably beyond Marpé's control. If at any time for any reason beyond its control Marpé's supply of any Products is insufficient for Marpé to fill all orders from Retailer that normally would be filled, Marpé may discontinue deliveries of the Products or a portion thereof until such time as Marpé can remedy such problem.

5. Trademarks. Retailer shall not infringe or permit the infringement of any of Marpé's trademarks or service marks, or permit their use in false advertising. Retailer agrees to not create, publish, distribute, advertise, or print any material that makes reference to Marpé or use any of its trademarks, for any marketing or promotional materials, whether print, broadcast or electronic, without first submitting such material to Marpé and receiving its written consent. Notwithstanding the foregoing, Marpé hereby consents to, and grants a revocable, non-exclusive license to Retailer for the use of, Marpé's trademarks that appear solely as images of Products in Retailer's advertising of Products at or above MASP.

Nothing contained in this Agreement shall be construed to transfer or assign to Retailer any rights in Marpé's trademarks, service marks or other intellectual property, all of which shall remain Marpé's sole and exclusive property.

6. **Confidentiality.** Subject to the Marpé **Privacy Notice**, Retailer and Marpé each agree that the proprietary information of the other party and the terms of this Agreement will be kept confidential and will be disclosed only to those representatives who need to know the Proprietary Information for the purpose of performing under this Agreement.

7. **Miscellaneous.**

7.1. Successors and Assigns. All of the parties' respective rights under this Agreement shall inure to the benefit of their respective successors, heirs and assigns.

7.2. Invalid or Unenforceable Provisions. If any provision of this Agreement, or its application to any person or circumstance, is invalid or unenforceable, then the remainder of this Agreement or the application of those provisions to other persons or circumstances shall not be affected thereby.

7.3. Relationship Between Parties. Nothing herein shall be construed as creating a partnership, joint venture, or relationship of principal and agent.

7.4. Waiver. No failure by either party to exercise any power given to it hereunder, or to insist on strict compliance by the other party with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of such party's right to demand exact compliance with the terms hereof. Waiver by either party of any particular default by the other party shall not affect or impair such party's rights with respect to any subsequent default of the same or of a different nature.

7.5. Notices. Any notices required to be given under this Agreement by either party hereto to the other party may be effected by electronic communication through the Website or otherwise in writing by (i) personal delivery; (ii) certified mail, return receipt requested, or (iii) Federal Express or other comparable international delivery service. Notices shall be addressed to the party's address set forth above, unless such party notifies, in writing, the other parties of a different address for purposes of this **Section 7.5.**

7.6. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Texas, and Venue for any dispute arising or relating to this Agreement shall be in the Courts of Dallas County, Texas.

7.7. Dispute Resolution. Retailer's and Marpé's obligations shall be performable in Dallas, Dallas County, Texas. Retailer and Marpé agree that in the event a dispute of any kind or nature arises under this Agreement, including, but not limited to a breach of this Agreement and same cannot be resolved by the parties acting and negotiating in good faith prior to the commencement of litigation, it shall be submitted to mediation. In the event the parties are unable to agree on the selection of a mediator, a mediator selected by Judicial Arbitration & Mediation Services (JAMS) in Dallas, Texas, or its successor shall serve as mediator. In the event litigation ensues notwithstanding such mediation, the costs and expenses of said mediation (including without limitation attorneys' fees) shall be awarded to the prevailing party in the litigation.

7.8. Retailer Acceptance. Retailer accepts this Agreement and agrees to all of the terms and conditions contained herein by **clicking "Accept" below.**