

**PURWELL AUTHORIZED RETAILER AGREEMENT**  
**Effective Date: February 1, 2019**

This Authorized Retailer Agreement (the "Agreement") is effective as of \_\_\_\_\_ (the "Effective Date") and is by and between PurWell, LLC ("PurWell"), a Florida limited liability company with its principal place of business located at 3100 S Congress Avenue, Suite 3, Boynton Beach, Florida 33426, and \_\_\_\_\_ ("Purchaser"), a \_\_\_\_\_ with its principal place of business located at \_\_\_\_\_.

WHEREAS, PurWell is a provider of certain natural hemp oil and CBD products (the "Products");

WHEREAS, Retailer is in the business of selling products similar to the Products and wishes to become an Authorized Retailer for the purpose of purchasing and reselling those Products.

NOW, THEREFORE, in consideration of the premises and the mutual covenants stated herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Authorized Customers.** Retailer is authorized to sell Products to End Users. An "End User" is a purchaser of the Products who is the ultimate consumer of the Products and who does not intend to resell the Products to any third party. Retailer shall not sell or transfer Products to any person or entity Retailer knows or has reason to know intends to resell the Products. Retailer shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Retailer shall not sell, ship, invoice, or promote the Products outside the United States of America.

2. **Online Sales.** Retailer is authorized to advertise and sell Products through Permissible Public Websites in accordance with the terms herein. A "Permissible Public Website" is a website or mobile application that:

- (i) is operated by Retailer in Retailer's legal name or registered fictitious name;
- (ii) conspicuously states Retailer's legal name, mailing address, telephone number, and email address;
- (iii) does not give the appearance that it is operated by PurWell or any third party; and
- (iv) is operated in compliance with the terms and conditions set forth in the Online Sales Guidelines, attached hereto as Exhibit A, as PurWell may amend from time to time.

**Retailer shall not advertise or sell Products on or through any website, online marketplace, mobile application, or other online forum other than a Permissible Public Website without the prior written consent of PurWell.** PurWell reserves the right to terminate, at any time and in its sole discretion, its approval for Retailer to market and sell Products on the Permissible Public Websites, and Retailer must cease all such marketing and sales on the Permissible Public Websites immediately upon notice of such termination. The terms of this Retailer Policy supersede any prior agreement between PurWell and Retailer regarding the sale of the Products online.

**Retailer shall always comply with the PurWell Minimum Advertised Price ("MAP") Policy.**

3. **Sales Practices.** Retailer shall conduct its business in a reasonable and ethical manner at all times and shall not engage in any deceptive, misleading, or unethical practices or advertising at any time. Retailer shall not make any warranties or representations concerning the Products except as expressly authorized by PurWell. Retailer shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products. Retailer shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of PurWell.

4. **Product Care, Customer Service, and Other Quality Controls.**

(a) Retailer shall comply with all instructions provided by PurWell regarding the storage, handling, shipping, disposal, or other aspect of the Products, as may be amended by PurWell from time to time.

(b) Retailer shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted. Retailer shall not remove, translate, or modify the contents of any label or literature on or

accompanying the Products. Retailer shall not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on Products or their packaging. Retailer shall not alter Products in any way.

(c) Retailer shall not represent or advertise any Product as “new” that has been returned open or repackaged.

(d) Promptly upon receipt of the Products, Retailer shall inspect the Products and their packaging for damage, defect, evidence of tampering, or other nonconformance (a “Defect”). If any Defect is identified, Retailer must not offer the Product for sale and must promptly report the Defect to PurWell.

(e) Retailer shall cooperate with PurWell with respect to any Product recall or other consumer safety information dissemination efforts.

(f) Retailer shall report to PurWell any material customer complaint or adverse claim regarding the Products of which it becomes aware. Retailer shall assist PurWell in investigating any such complaints or adverse claims.

(g) Retailer shall cooperate with PurWell in the investigation and resolution of any quality or customer service issues related to Retailer’s sale of the Products, including disclosing information regarding Product sources, shipment, and handling.

(h) Products shall be kept out of direct sunlight and not stored in temperatures below 32° (0°C) or above 75° (24°C) for prolonged periods of time.

(i) Products shall be sold or discarded within 12 months from date of purchase.

5. **Intellectual Property.** Retailer acknowledges and agrees that PurWell owns all proprietary rights in and to the PURWELL brand, name, logo, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the “PURWELL IP”). Retailer is granted a limited, non-exclusive, non-transferable, revocable license to use the PURWELL IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Retailer’s status as an Authorized Retailer. All goodwill arising from Retailer’s use of the PURWELL IP shall inure solely to the benefit of PurWell. Retailer’s use of the PURWELL IP shall be in accordance with any guidelines that may be provided by PurWell from time to time (“Brand Guidelines”) and must be commercially reasonable as to the size, placement, and other manners of use. PurWell reserves the right to review and approve, in its sole discretion, Retailer’s use or intended use of the PURWELL IP at any time, without limitation. Retailer shall not create, register, or use any domain name or any mobile application that contains any PURWELL product name or any trademark owned by PurWell, nor a misspelling or confusingly similar variation of any PurWell product name or any trademark owned by PurWell.

6. **Termination.** If Retailer violates this Retailer Policy, PurWell reserves the right to terminate Retailer’s status as an Authorized Retailer with written or electronic notice. Upon termination of a Retailer’s status as an Authorized Retailer, Retailer shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Retailer is an Authorized Retailer of Products or has any affiliation whatsoever with PurWell; and (iii) using all PURWELL IP.

7. **Modification.** PurWell reserves the right to update, amend, or modify this Retailer Policy with written or electronic notice. Unless otherwise provided, such amendments will take effect immediately and Retailer’s continued use, advertising, offering for sale, or sale of the Products, use of the PURWELL IP, or use of any other information or materials provided by PurWell to Retailer following notice of the amendments will be deemed Retailer’s acceptance of the amendments.

8. **Confidentiality.** It is expected that the parties may disclose to each other certain information that is identified as confidential information, whether in writing or orally, or that a reasonable person given the circumstances of disclosure would consider to be confidential (“Confidential Information”). For the avoidance of doubt, PurWell’s Confidential Information includes the pricing applicable to any and all Products. The terms of this Agreement constitute both parties’ Confidential Information. Each party recognizes the value and importance of the protection of the other party’s Confidential Information. All Confidential Information of one party (the “Disclosing Party”) disclosed to the other party (“Recipient”) shall remain the sole property of Disclosing Party (or its licensors), and Disclosing Party (or its licensors) will own all rights, title, interest and intellectual property rights therein.

Except as expressly allowed in this Agreement, both parties agree not to: (a) use the other party's Confidential Information for any purpose other than as expressly contemplated by this Agreement; (b) duplicate in any manner the other party's Confidential Information; or (c) disclose the other party's Confidential Information to any third party or to any of their employees not having a need to know the same to implement this Agreement, and then only if such third party or employee is subject to written confidentiality restrictions at least as protective as those herein and provided further that Recipient remain liable for any unauthorized disclosure or use of Disclosing Party's Confidential Information by such third party or employee. Recipient agrees to use the same degree of care in protecting Disclosing Party's Confidential Information as it uses to protect its own information of a like kind, but in no event less than a reasonable degree of care. The foregoing restrictions shall not apply to information that Recipient can prove: (i) is or was a part of the public domain; (ii) was in Recipient's lawful possession prior to the disclosure and had not been subject to limitations on disclosure or use; (iii) is entirely independently developed by Recipient without any knowledge or reference to Disclosing Party's Confidential Information; (iv) is lawfully disclosed hereafter to Recipient, without restriction, by a third party who did not acquire the information from Disclosing Party; or (v) is required to be disclosed by applicable law or pursuant to a court order; provided, however, that Recipient promptly notifies Disclosing Party of such required disclosure, assists Disclosing Party, at Disclosing Party's expense and request, in its efforts to contest or limit such required disclosure, and only discloses the minimum portion of Disclosing Party's Confidential Information necessary to comply with such required disclosure. Recipient agrees to return or destroy (and certify in writing to such destruction), within five (5) business days of the termination or expiration of this Agreement or at Disclosing Party's request and at Disclosing Party's direction, all documents and other materials embodying Confidential Information, and Recipient will retain no copies (written, electronic, or otherwise) thereof.

9. **Limitation of Liability.** To the maximum extent allowable under applicable law, in no event will either PurWell, including its suppliers, or Purchaser be liable for any consequential, indirect, exemplary, punitive, special, or incidental damages, including, without limitation, any lost profits, arising from or relating to this Agreement. In addition, neither party's total cumulative liability in connection with or otherwise relating to this Agreement, whether in contract or tort or otherwise, will exceed the total amounts actually paid by Purchaser to PurWell for the particular Products to which such damages relate. This section shall not apply to or otherwise limit either party's indemnification obligations or its liability for its failure to comply with applicable law or its gross negligence, intentional misconduct, or fraud. Purchaser acknowledges that the amounts to be paid hereunder reflect the allocation of risk set forth in this Agreement and that PurWell would not enter into this Agreement on these terms without these limitations on its liability.

10. EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, PURWELL MAKES NO REPRESENTATIONS OR WARRANTIES TO PURCHASER, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE PRODUCTS, AND PURWELL HEREBY EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. PURWELL ALSO DOES NOT WARRANT OR MAKE ANY GUARANTEE OF ANY SALES, REVENUE, OR PROFIT WITH RESPECT TO PURCHASER'S RE-SALE OF ANY PRODUCTS.

11. **Dispute Resolution.** This Agreement and all claims arising out of or relating to its subject matter shall be exclusively governed by and construed under the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party irrevocably consents to the exclusive jurisdiction of the state courts located in Palm Beach County, Florida and the federal courts of the Southern District of Florida in any action arising out of or relating to this Agreement or its subject matter, and each party irrevocably waives any other venue to which it might be entitled by domicile or otherwise. In the event of any proceeding arising out of or relating to this Agreement, the prevailing party is entitled to recover from the non-prevailing party all of its costs and expenses incurred in connection with such proceeding, including court costs and reasonable attorneys' fees.

12. **General.**

a. **Force Majeure.** Neither Party will be liable for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including, without limitation, acts or omissions of government or military authority, acts of God, shortages of materials, transportation delays, acts of terrorism, power shortages or outages, earthquakes, fires, floods, labor disturbances, riots, or wars.

b. Independent Contractors. The parties intend that the relationship between them pursuant to this Agreement is that of independent contractors, and nothing contained herein is intended to create any other relationship between the parties. Purchaser is not to be considered an affiliate, subsidiary, employee, agent, joint venture, or partner of PurWell for any purpose whatsoever. Neither party is granted any right or authority to assume or create any obligation or responsibility for, or on behalf of, the other party or to otherwise bind the other party in any way.

c. Amendments. Subject to Section 1(b) above, his Agreement may be amended only by a written instrument executed by both parties.

d. Notices. Any notices or other communications required to be given in writing under this Agreement will be deemed received either upon personal delivery, the day after deposit with a nationally recognized overnight courier with overnight service purchased, or three (3) business days after deposit into the U.S. mail (certified mail, return receipt requested), properly addressed to the other party. Notices to Purchaser shall be sent to its address included in the preamble to this Agreement. Notices to PurWell shall be sent to 3100 S Congress Avenue, Suite 3, Boynton Beach, Florida 33426, Attn: Nick DiFrancesco.

e. Assignment. Purchaser may not assign this Agreement to any third party without PurWell’s prior written approval, which may be withheld in its discretion. Any assignment or purported assignment in violation of this Agreement shall be void. This Agreement shall inure to the benefit of the parties and their respective successors and assigns.

f. No Third-Party Beneficiaries. Except as expressly stated herein, each party intends that this Agreement will not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the parties hereto and their successors and permitted assigns.

g. Severability. If any provision hereof is held to be illegal or unenforceable, then that provision is deemed to be restated to reflect as nearly as possible the original intentions of the parties in a manner that complies with applicable law and the remainder of this Agreement will remain in full force and effect.

h. Interpretation. The parties have entered into this Agreement in an arms-length transaction and it is presumed that both parties drafted this Agreement. No word, term, or provision of this Agreement will be construed against a party on the basis that such party drafted this Agreement.

i. Entire Agreement. This Agreement, including its Exhibits, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter hereof.

j. Counterparts. This Agreement may be executed in counterparts, which taken together shall form one legal instrument. Delivery of an executed counterpart signature page of this Agreement by email or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, PurWell and Purchaser have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**PurWell:**

**Retailer:**

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**PURWELL ONLINE SALES GUIDELINES**

Retailer's approval to sell Products on Permissible Public Websites is conditioned on adherence to the following terms and conditions:

1. The Permissible Public Websites must not give the appearance that they are operated by PurWell or any third party.
2. Anonymous sales are prohibited. Retailer's full legal name, mailing address, email address, and telephone contact must be stated conspicuously on the Permissible Public Websites and must be included with any shipment of Products from the Permissible Public Websites.
3. At PurWell's request, Retailer will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Permissible Public Websites.
4. The Permissible Public Websites shall have a mechanism for receiving customer feedback and Retailer shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Retailer agrees to provide copies of any information related to customer feedback (including any responses to customers) to PurWell for review upon request. Retailer agrees to cooperate with PurWell in the investigation of any negative online review associated with Retailer's sale of the Products and to use reasonable efforts to resolve any such reviews.
5. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
6. Retailer shall be responsible for all fulfillment to its customers who order Products through Permissible Public Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.
7. Unless separately authorized by PurWell in writing, Retailer shall not use any third-party fulfillment service to store inventory or fulfill orders for the Products. Under no circumstances shall Retailer fulfill orders in any way that results in the shipped Product coming from stock other than Retailer's.
8. In marketing the Products on the Permissible Public Websites, Retailer shall only use images of Products either supplied by or authorized by PurWell and shall keep all Product images and descriptions up to date. Retailer shall not advertise Products not carried in inventory.