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Retailer Agreement

This Retailer Agreement (this "Agreement") is made effective as of _____, between The Vitamin Patch LLC, a Wyoming limited liability company, of 6800 Weiskopf Avenue, Ste 150, McKinney, Texas 75070 ("Seller"), and

_____ ("Retailer").

1. ITEMS PURCHASED. Seller agrees to offer to Retailer for sale the following products (the "Goods") in accordance with the terms and conditions of this non-exclusive Agreement:

<u>Description</u>	<u>Wholesale Unit Price</u>	<u>Quantity</u>
Extreme Hangover Defense	\$ 209.70	12 Units / 30 Patches per Unit
Extreme Energy	\$ 209.70	12 Units / 30 Patches per Unit
Sound Sleep	\$ 209.70	12 Units / 30 Patches per Unit
Adult Multi + Omega 3	\$ 209.70	12 Units / 30 Patches per Unit
CBD 50mg per patch	\$ 594.00	12 Units / 30 Patches per Unit

2. PRICING AND ORDERS. Goods will be ordered at prices and quantities as agreed to by the parties and subject to the terms and conditions of sale and shipment established by the Seller from time to time and in effect at the time Seller accepts the order. The Seller reserves the right to change prices upon reasonable notice to Retailer for subsequent purchases. The Seller agrees to exercise commercially reasonable best efforts to supply Goods to the Retailer in a timely fashion.

3. SALE OF PRODUCTS. The Seller agrees to sell Goods at the prices indicated herein in accordance with order procedures as may be reasonably communicated by the Seller from time to time. The Seller may amend prices upon notice to Retailer, provided any such amendment shall reflect similar prices applicable to the Goods and contemporaneously offered to other retailers similarly situated. Retailer agrees to offer Seller's products to the end user customer, for no less than Seventy-Five percent (80%) of the then currently published retail price, without prior written consent. The current retail price is \$39.95 per unit for a 30-day patch supply (30 patches), except for the HEMP EXTRACT CBD patch retail price of \$99.00 for a 30-day patch supply (30 patches). Seller is authorized to offer the Goods only in retail store settings or online. Seller agrees to strictly adhere to brand guidelines and marketing restrictions as directed and established by Seller. Retailer also agrees to make no medical claims for the Goods not expressly authorized by Seller in writing.

4. TAXES. The parties agree that payment of any taxes levied on the Goods (other than taxes based on income) shall be the Retailer's responsibility (including, without limitation, federal, state, local, use or similar taxes), and the Retailer shall report and pay such taxes to the appropriate taxing authority as required by law.

5. TITLE/RISK OF LOSS. All Goods shall be sent in accordance with the Seller's then current shipping policies, including, without limitation, the use of cartons bearing external art work or labels as designated



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by the Seller. Retailer shall pay reasonable shipping costs in accordance with its shipping instructions, but the Seller shall be responsible for packaging, shipping and safe delivery and shall bear all risk of damage or loss until the goods are delivered to the retailer's address.

6. RETAIL STORE FACILITIES. Retailer will offer Goods from its retail store locations or through its distribution partners as mutually agreed to by the parties in accordance with terms set forth in the Agreement. Retailer will provide the Seller with an updated list of all retail Facilities selling Goods, as applicable.

7. PAYMENT. Payment shall be made to The Vitamin Patch LLC, via Wire or ACH transfer, in the amount and the terms specified in the invoice. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at eighteen percent (18%) per year, or the maximum percentage allowed under applicable laws, whichever is less. Retailer shall pay all costs of collection including without limitation reasonable attorney fees.

8. DELIVERY. Time is of the essence in the performance of this Agreement. Seller will arrange for delivery by carrier chosen by Seller. Mutually agreed delivery shall be completed within a reasonable time frame.

9. WARRANTIES. (a) Retailer shall be entitled to any manufacturer warranties generally offered in connection with the products, subject to their terms and enforceability. The Seller warrants that the Goods shall be free of substantive defects in material and workmanship.

(b) THE VITAMIN PATCH LLC, SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR LOST PROFITS ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, RETAILER'S USE OF THE PRODUCTS, EVEN IF THE VITAMIN PATCH LLC, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. INSPECTION. The Retailer, upon receiving possession of the Goods, shall have a reasonable opportunity to inspect the Goods to determine if the Goods conform to the requirements of this Agreement. If the Retailer, in good faith, determines that all or a portion of the Goods are non-conforming, the Retailer may return the Goods to the Seller at the Seller's expense. The Retailer must provide written notice to the Seller of the reason for rejecting the Goods. The Seller will have thirty (30) days from the return of the Goods to remedy such defects under the terms of this Agreement.

11. RETURNS. All returns of Goods by Retailer shall only be allowed for those Goods determined to be defective. Goods suspected of being defective by Retailer shall be submitted to Seller for inspection and final determination of defective status. If Goods are determined by Seller to be defective, Seller shall make a full refund to Retailer no later than thirty (30) days after determination is made.

12. INTELLECTUAL PROPERTY. Retailer shall obtain no right, title or interest in or to any of the proprietary rights of the Seller, Goods manufacturers, or their licensors, including without limitation, rights in or to the trademarks, trade names, slogans, logos, copyrights and patents owned, registered, pending registration or used by any of them. Any such use of such intellectual property shall be by prior written consent and according to policies and guidelines communicated by the Seller.

13. NON-CIRCUMVENTION (CONTACTS). For terms of this Agreement, Recipient Party shall be defined as that party receiving confidential information from the other party, herein defined as the



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Recipient Party. During the term of this Agreement, the Recipient Party agrees not to contact, initiate contact, or attempt to do business with, at any time for any purpose, either directly or indirectly, any officers, directors, shareholders, consultants, attorneys, employees, agents or other affiliates of the business opportunity, or otherwise referred by the Disclosing Party to the Recipient Party for the purpose of circumventing, the result of which shall be to prevent the Disclosing Party from realizing a profit, fees, or otherwise, without the specific written approval of the Disclosing Party; such approval will be specifically granted in written form by the Disclosing Party on a case-by-case basis. If such circumvention shall occur, the Disclosing Party shall be entitled to any commissions due pursuant to this Agreement or relating to such transaction.

14. TERMINATION. This Agreement is perpetual but may be terminated by either party, for or without cause, upon ninety (90) days written notice to the other party. The obligations of non-circumvention shall survive indefinitely.

15. DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Goods in the time and manner provided for in this Agreement.

16. REMEDIES ON DEFAULT. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may elect to cancel this Agreement if the default is not cured within thirty (30) days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default.

17. INDEMNITY. Each party will defend, indemnify, save and hold harmless the other party, its officers, directors, agents, and employees from any and all third-party claims, demands, liabilities, judgments, damages, costs or expenses, including reasonable attorney's fees ("Liabilities"), resulting from the indemnifying party's breach of any material duty, representation, or warranty contained in this Agreement, except there shall be no obligation to indemnify, defend, save and hold harmless where Liabilities result from the gross negligence or knowing and willful misconduct of the other party.

18. INSURANCE. Retailer shall maintain insurance policies covering the risks for which it is obligated to provide indemnification under the immediately preceding paragraph in amounts which are reasonably acceptable to Seller. If requested by Seller, Retailer shall provide Seller with certificates of insurance evidencing that the insurance coverage required to be continually maintained in force is in force.

19. ARBITRATION. (a) Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator



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knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

(b) All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than thirty (30) days after the notice of arbitration is served.

(c) The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

20. CONFIDENTIAL INFORMATION. The Vitamin Patch LLC and _____ shall keep confidential the names and other personal information of any contracts introduced or disclosed to the other party, and that their corporations, partnerships, divisions, associates, firm, employees, contractors, agents, joint ventures, assigns, consultants, or designed will not contact, participate or negotiate in any transactions with any of the contacts without first signing a written agreement with the party who provided such contact, unless that party gives prior written consent.

21. TRADE SECRETS. All information that is exchanged or becomes known through the course of the business transaction between the Disclosing Party and Recipient Party shall be deemed trade secrets. Trade secrets can include, but are not limited to, prepared information packages, financials, related documents, names of potential acquisitions, intermediaries, contacts and deal sources; deal structures and financial considerations. _____ and The Vitamin Patch LLC agree to preserve and protect the confidentiality of such information and shall not disclose this information without written permission from the other.

22. DUTY TO COOPERATE. The Retailer will cooperate with any requests from the Seller regarding governmental inquiries or investigation requests.

23. NOTICES. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

24. RELATIONSHIP OF THE PARTIES. The parties do not intend to enter into a joint venture, and the parties agree that Retailer is not an agent or affiliate of Seller.

25. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.



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26. FORCE MAJEURE. If either party fails to fulfill its obligations hereunder (other than an obligation for the payment of money), when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this Agreement, provided however, that in no event shall such time extend for a period of more than one hundred eighty (180) days.

27. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

28. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

29. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

30. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Texas.

31. SIGNATURES. This Agreement shall be signed on behalf of _____, its _____, and on behalf of The Vitamin Patch LLC, by Jim Campbell, its CEO.

Retailer:

By: _____
Name: _____

Seller:
The Vitamin Patch LLC

By: _____
Jim Campbell
CEO