

Waiver of Restriction to Establish an E-commerce Website and to Distribute Online

This Ecommerce Authorization Agreement (this “Agreement”) is made as of today’s date of consent (the “Effective Date”), by and between **You, Your Company, and its Affiliates** (the “Company”) and Love Brands, a wholly owned subsidiary of SAJE Holdings, LLC (“Love Brands”).

RECITALS

The Company is requesting to represent Love Brands and establish an e-commerce retail operation.

Love Brands wishes to enter into an agreement with the Company and assist the Company in being successful in selling products online.

In consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

1. Grant of Rights. During the Term of this Agreement, Love Brands shall grant to Company a revocable, royalty-free, non-exclusive license and right to use, reproduce, copy, display, exhibit, print, advertise, publish, publicly or otherwise, whether alone or in combination with other materials (including but not limited to text, data, images, photographs, illustrations, and graphics) in any advertising, promotion, publicity or merchandising, in any and all languages, formats, and media, including internet and digital media, now known and later devised. This Section 1 does not survive termination of the Agreement.

2. Minimum Advertised Pricing Policy (MAP)

Love Brands has established a Minimum Advertised Price (“MAP”) Policy in order to protect the investment of our resellers and to protect Love Brands brand reputation for quality products.

It is recognized that Company invests time and resources to deliver an extraordinary customer experience through knowledgeable staff, product education and compelling product representation.

Love Brands has established this MAP Policy to allow Company to earn fair and reasonable profits necessary to maintain the high level of customer excellence which end users expect from Love Brands resellers.

The MAP Policy applies only to advertised prices and does not apply to the prices at which the products are actually sold by Company. Company remains free at all times to set their own resale prices.

Love Brands will regularly review all Company ecommerce sites and conduct web searches on internet websites to ensure consistent compliance to this MAP Policy.

Love Brands intends to cease business with Companies who compromise the perceived value of Love Brands products. If Company chooses to NOT follow the MAP Policy, Love Brands may unilaterally impose sanctions at Love Brands sole discretion. Love Brands intent is to unilaterally refuse to sell products to the Company, if Company intentionally or repeatedly fails to abide by the MAP Policy as described below.

Love Brands MAP Policy is defined as follows:

- a. Love Brands reserves the right, in its unilateral discretion, to take action with respect to Company violating the following MAP Policy.
- b. Company must not advertise Love Brands products below the MAP Retail Price. The MAP Retail price is defined as two (2) times the wholesale price listed in the Love Brands Wholesale Order Form. Listing or displaying a price lower than the MAP Retail Price next to the featured product in any advertising will be viewed as a violation of MAP Policy. The MAP Policy applies to all advertisement of products in any and all media, including, without limitation: flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media including websites, forums, email newsletters, email solicitations, television, radio, and public signage. Such website features as "Click for price", automated "bounce-back" pricing e-mails, pre-formatted e-mail responses, forms, automatic price display for any items prior to being placed in an end-user's electronic shopping cart, and other similar features are considered to be advertisements by the Company under this MAP Policy. The MAP Policy also applies to any activity which Love Brands determines, in its sole discretion, is designed or intended to circumvent the intent of the MAP Policy, such as, but not limited to, solicitations for 'group purchases' and similar activities. The MAP policy is not applicable to any in-store advertising that is not distributed to the customer. Pricing listed on an internet site is considered an "advertised price" and must adhere to the MAP policy.

- c. It shall not be a violation of this MAP Policy to advertise in general that the Company has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; as long as Company does not include any advertised price below the MAP Retail Price and Company otherwise complies with this MAP Policy.
- d. Where Company creates a bundle or package that includes Love Brands products, Company must not sell or advertise the bundle (or package) at a price that: (i) reduces the advertised price of the bundle (or package) to more than 25% below the total MAP Retail Price of the individual products in the bundle (or package) or (ii) violates the letter or spirit of the MAP Policy.
- e. The value of any Additional Incentives must not (i) reduce the total advertised value of the Love Brands products (including the Additional Incentives) to more than 25% below the total MAP Retail Price of the individual product (where an “Additional Incentive” is defined as any additional discount, coupon, gift card, or incentive in the form of a special event or promotions) or (ii) violate the letter or spirit of the MAP Policy.
- f. It shall not be a violation of this MAP Policy to advertise that an end-user may “call for price” or “email for price”, or to use similar language, specifically with respect to products, so long as no price is listed.
- g. Company may offer products on promotion at a lower advertised discount only with written permission from Love Brands CEO.
- h. If Company has multiple ecommerce sites or store locations and violates this MAP Policy at any particular location, then Love Brands will consider this to be a violation by all of Company’s locations.
- i. Although Company remains free to establish its own resale prices, Love Brands reserves the unilateral right to cancel all orders and indefinitely refuse to accept any new orders from Company if Love Brands verifies that Company has advertised any products at a price less than the applicable MAP Retail Price, or if Company has violated this policy in any other way.
- j. From time to time, Love Brands may discontinue specific products or engage in promotions with respect to certain specified products, or engage in the sale of “close out” products. In such events, Love Brands reserves the right to modify or suspend the MAP policy with respect to the affected products by notifying the Company of such change. Love Brands

further reserves the right to unilaterally adjust the MAP with respect to all or certain products at its sole discretion upon ten (10) business days advance notice.

3. Third Party Ecommerce Retailing

Love Brands does **NOT** permit Company to sell on third party ecommerce sites, i.e. Amazon, Walmart, Target, Costco or eBay under any circumstances.

4. Term and Termination

- a. Term. The term of this Agreement shall begin on the Effective Date and continue for a period of one (1) year (the “Term”), unless extended or terminated in accordance with this Section 4b.
- b. Termination. After the initial term, the Company may terminate this Agreement at any time upon thirty (30) days prior written notice. Each party shall have the right to terminate this Agreement at any time for a material breach by the other party, upon written notice to the breaching party, specifying the alleged breach, provided that the breaching party shall have ten (10) business days after receipt of such notice to cure the breach, if capable of being cured.
- c. Effect of Termination. Upon expiration or termination of this Agreement by either party, Company shall cease using the other party’s Trademarks and cease promoting itself as a partner of Love Brands.

5. Indemnification

- a. Love Brands shall indemnify and hold the Company and its affiliates, directors, officers, agents and employees (“Indemnified Parties”) harmless from and against any and all liabilities, losses, claims, suits, damages, judgments, costs and expenses, including reasonable attorneys’ fees (“Claims”) arising out of or in connection with (i) activities relating to this Agreement, including any product liability claims against products; (ii) any

negligence or willful misconduct of Love Brands, its officers, directors, representatives, agents or employees at the Company's locations or in connection with this Agreement..

- b. By Company. Company shall indemnify and hold Love Brands and its directors, officers, agents and employees harmless from and against any and all Claims arising out of or in connection with (i) Company engaging in the sales of Love Brands products online; (ii) any negligence or willful misconduct of Company's officers, directors, representatives, agents or employees in connection with this Agreement; and (iii) any advertising or promotional materials prepared by Company and not based on materials furnished by or on behalf of Love Brands

6. Trademark Use; Advertising Approvals.

- a. Trademark Use. During the term of this Agreement, Company shall have a limited, nonexclusive, revocable right to use Love Brands name, logos and trademarks (collectively, "Trademarks") solely in the manner and for the purposes specifically described in this Agreement. Company represents and warrants to Love Brands that such use by the Company shall not violate any law or any third party's rights. Company acknowledges that it does not have any right, title or interest, and agrees that it will not claim any, in or to any Trademarks of Love Brands. All Trademarks will appear exactly as set forth in any written specifications provided by either party to the other party. Either party may terminate this Agreement, in accordance with Section 4, if any Love Brands Trademarks are used or distributed by the Company without an Love Brands officer's prior written approval as provided for herein.
- b. Advertising. Company may use or distribute any emails, advertising, flyers, signs, or other promotional pieces, whether in print or electronic form which utilize the Trademarks of the other party (collectively "Promotional Materials") per the terms of this Agreement. Love Brands periodically monitors websites and distributes Promotional Materials for compliance, and will advise Company of any breaches to the Agreement which must be cured within 10 business days. Failure to cure non-compliant use of Trademarks or Advertising within 10 business day will results in immediate termination of this Agreement.
- c. Ownership of Content. All content provided by or created for Company pursuant to this Agreement, including without limitation all Company Trademarks and Company Promotional Materials (collectively "Company Content"), will as between the parties, be, become and remain the sole and exclusive property of Love Brands for all purposes, and Company shall have no right, title or interest of any kind or nature in or to the Company Content, except

the non-exclusive right to post such Love Brands Content on the Company website or social media sites as specifically provided herein. Love Brands retains the right to use the Content for any purpose whatsoever.

7. Confidentiality. Each party and its principals, employees, agents, and representatives shall maintain in strict confidence all confidential or proprietary information of the other party to which such party has access in connection with this Agreement. Neither party shall, either during the term of this Agreement or at any time after the expiration or the earlier termination of this Agreement, disclose such confidential or proprietary information to any third party and shall use such information only to discharge such party's obligations under this Agreement. Any confidential information delivered by one party to the other party, and all copies thereof, shall at all times be and remain the property of the disclosing party and shall be returned to such party upon demand at any time. The parties acknowledge that a breach of their obligations under Section 6 will result in immediate and irreparable damage to such party. Each party acknowledges that there is no adequate remedy at law for such any such breach, and agrees that in the event of such breach, the non-breaching shall be entitled to equitable relief by way of injunction and such other and further relief including the recovery of all actual costs and attorney's fees.
8. Injunctive Relief. The parties acknowledge that a breach of their respective obligations under Section 6 will result in immediate and irreparable damage to such party. Each party acknowledges that there is no adequate remedy at law for such any such breach, and agrees that in the event of such breach, the non-breaching shall be entitled to equitable relief by way of injunction and such other and further relief including the recovery of all actual costs and attorney's fees.
9. Force Majeure. Neither party shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, public disorders, sabotage, acts of terrorism, acts of war, labor shortages, riots, government order or decree, or acts of God.
10. No Joint Venture. It is mutually understood and agreed that an independent contractor relationship is hereby established and that nothing in this Agreement will be construed to create a joint venture or agency relationship between Company and Love Brands. Neither party shall have any right to obligate or bind the other party in any manner whatsoever.
11. Notices. All notices or other communication to be given under this Agreement shall be given in writing and shall be deemed given if delivered to the addressee in person or if mailed, by registered

or certified mail, or nationally recognized overnight courier, or by facsimile, with an original sent thereafter by first class U.S. mail, as follows.

If to: Love Brands
PO Box 121
Wisconsin Dells, WI 53965

If to Company:

Any party may change its address for purposes of this Agreement by giving the other party written notice of the new address in the manner set forth above.

12. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of Wisconsin without regard to conflicts of law principles. In the event any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall in no way affect the validity or enforceability of any other provision herein. This Agreement may not be assigned by Company without the express prior written consent of Love Brands. This Agreement contains the entire understanding of the parties relating to the subject matter herein and supersedes all prior oral or written agreements between them. No waiver, amendment, modification or addition to this Agreement shall be valid unless in writing and signed by the parties hereto. In the event of any dispute between the parties hereto with respect to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and other costs and expenses incurred in resolving such dispute in addition to such other relief as such party may be entitled to in law or equity. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument.