

**Miramix Brand Program**  
**Including Terms and Conditions**

## **Brand PROGRAM POLICY STATEMENT**

I would like to congratulate you for being chosen to participate in our brand program. We have put this package together to try and maximise the business relationship of both parties through enhanced customer satisfaction, and ultimately profit.

Miramix, Inc. is committed to continuous product and process improvements because we believe in simplifying all the procedures related to doing business. Our aim is to find the most profitable route for conducting business with our brands and we want this program to be to our mutual benefit.

We are keen to develop relationships with brands that provide the opportunity to drive additional volume on our existing product range.

Our commitment will start with a custom store portal on our site that will allow you to create new formulations, order products wholesale, and edit your storefront that is displayed publically. We also provide you the tools to sell on other platforms which can include: your own website, other third party marketplaces, and physical retail stores.

A constant pressure upon us from the manufacturing side is providing the highest quality products to our brands. We carry very little inventory of finished goods to ensure the freshest products reach our end customer. Our raw ingredients are sourced from farmers, distributors, and manufacturers who manufacturer under the FDA's cGMP and when at all possible are based in North America. At times we will have to source ingredients from manufacturers in tropical climates especially, for ingredients that are not native to North American Climate.

From the marketplace side, we are constantly developing and re-evaluating features to better improve retention rate, page views, and navigability on the marketplace. Over the coming months we have plans to relaunch a website that will allow us to scale to 1,000,000 website users simultaneously, mobile applications, and machine learning algorithms to allow us to properly get better insights into customers' needs.

We will share market research and algorithm data with you on our customer base and buying habits to help you with your R&D and we can arrange focus groups for new model introductions.

Our business is in a growth phase and we have a target to acquire 100 brands from across the world by the end of 2016. In order to sustain this growth profitably we need the support of our brands to ensure full efforts are devoted into promoting their unique products. We will do our best to draw traffic to your storefront but at the end of the day it is your product, your vision, and your efforts to build a consumer base for your products. We need your support to ensure that we can continue to grow whilst improving our product and marketplace features to ensure financial success for both you and our company.

As our business evolves our standard store format is getting larger and we will need to decide on the most effective ranges to prominently display in these new stores. A proven product range with a reliable and forward thinking brand will take preference in our marketing efforts.

I thank you for your help and support so far and look forward to your continued commitment to our business. I want to enjoy a long and fruitful relationship with you through this program and look forward to your inclusion within it.

Thank you.

Duane Dennis  
CEO  
Miramix, Inc.

## **Miramix and how we do business**

### **Miramix's Market Position - What we are about**

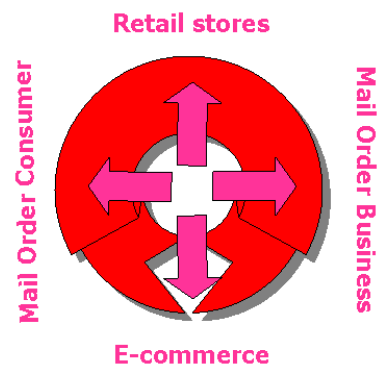
1. We provide contract manufacturing operations to both our brands and consumers.
2. We provide our customers with a selection of brand and own brand products.
3. We are a high service level, multi channel distributor of a wide range of nutritional products and information to certified health professionals and the average consumer.
4. We provide our customers with the benefits of customization and matching of their needs with as little data inputs as possible.
5. This is a distribution business with the value added of rapid customization of custom goods for our clients.

### **Miramix's Performance**

1. The business has consistently grown over the past year, now positioned as one of the leading up and coming small scale contract manufacturing in the US due to innovative microdosing technology and supply chain prediction algorithms.
2. The company has increased its number of raw ingredients to over 150 currently in constant stock.
3. We have successfully developed capsules and drink mixes. Tablet, gummy, tea, and keruig form factors will be launched over the next year.
4. The company has managed to push down its wholesale costs 10% over the year with plan to reduce further to compete with large scale multinational corporations within the next 2 years.
5. 80% of our brands have increased revenue month over month since they have been on the platform.

### **Miramix's Routes to Market**

1. Miramix is unique in as much as we have a number of routes to market
2. Retail Stores, E-Commerce, Mail Order (consumer) and Mail Order (business)
3. We are in a strong position for the business to launch a wide variety of products



### **Miramix's Retail Positioning**

Our basic retail positioning is based on our product portfolio and pricing. We always try to maintain the highest possible value for a brand's product, meaning our goal is to maximize your revenue. Price x quantity bought. We will do our best to recommend the highest possible price that will allow the most products bought. However we respect that it is your brand you reserve the right to set the price at whatever value above the wholesale costs that deem appropriate.

## Brands & Blends

The Miramix platform is an API. As such, anyone may become a developer on the Miramix platform. You are responsible for supplying all materials (see Appendix A) and being in compliance with standards (detailed in Appendix B) to begin selling on the platform. We only used supplements on our platform that may provide health benefits. You are restricted to use supplements offered by Miramix, Inc. in your blends or you may bring your own finished products on our platform for resale. All additional supplements may be submitted as requests. We will answer your request within 48 hours. For an updated list of supplements, please contact your representative.

## Compliance & Liability

- Supplements must be consistent with FDA standards. Therefore, brands will supply or commission an FDA-compliant supplement label(s).
- Miramix, Inc. will maintain FDA compliance, GMP (good manufacturing practices), and will maintain liability insurance, covering all brands and developers for Miramix manufactured products. Our Insurance covers anything product related EXCEPT for marketing or health claims made by brand without Miramix prior approval.
- If you wish to see any COAs (certificates of analysis) of any supplement, at any time, please contact your customer service representative.
- We must maintain compliance with US and international law. We will not ship supplements to countries that do not allow the import of those supplements (e.g.: We will not ship melatonin to Canada).
- We will ship to any country in the world. Our policy is such: we will refund costs (minus shipping) on returned orders. We will not be responsible for intercepted orders. We will not be responsible for destroyed orders. For a more detailed shipping policy, please email your Miramix representative and/or visit our "About Us" section at miramix.com.

## Launch & Payment Terms

- When you are ready to begin selling, you will receive an email from your account representative, who will arrange a final walkthrough and launch date with you.
- You will be given a backend login to view your revenue (sales). This is what we calculate your commission check on.
- Commission checks issued and mailed at the end of every week on a rolling basis, NET30 terms (e.g. February's commission will be calculated on March 1<sup>st</sup>; the check will be mailed on or before April 1<sup>st</sup>)

- Payment will be issued as either a check or direct deposit once a week. If neither of these options work for you, please contact your Miramix representative.

## **Storefront & Website**

- We will host your storefront on our website: miramix.com. The stores are standard format. If you would like an embedded widget (i.e. a "buy button" to place on another site) or short code URL, we provide these for free.
- We will not create a separate website for you free of charge. If you want us to do order fulfillment and dropshipping for your separate website, and you use a service like Square Space or Shopify, the cost will be a flat \$15 / month to pull order fulfillment through your website to ours. You will be responsible for paying any fees to the web services; we will not be responsible for your monthly subscription cost. For custom sites /other software development work, please contact your account rep for a quote.
- If you would like your own website or mobile app on Shopify / Square Space / or any custom language, developed by us, please contact your customer service rep.

## **Samples & Marketing**

- You are responsible for marketing your brand of supplements. Miramix will not be responsible for promoting, marketing, co-promoting or co-marketing your brand. Miramix will obviously do its best to promote your brand as it is in our best interest as well but you will be the lead while Miramix will supplement your efforts.
- As a brand, you may need samples to promote your product. Samples will be considered as full size products not meant for resale. We will provide samples of each of your products once/month at no charge. If you require more sample products you can purchase at the wholesale costs
- Any sample, wholesale costs, shipping costs will be deducted from your weekly commission check first then we will charge your card on file for any other fees.

## **Cancellation & Fees**

- You may cancel your store at any time, given 30 days written notice. There are no fees associated with cancellation.

## **Miramix Marketing**

### **Monthly Promotions**

We produce a promotional campaign every 4 - 8 weeks which is supported by direct mail, E-mailed newsletters, and National Press advertising

These promotions are driven through all of our sales channels within the business. Your brand will not be able to opt out of site - wide promotions as we deem this necessary in ensuring a repeat consumer base.

Brands can also initiate coupons at their discretion for whatever discount that they deem appropriate as long as the final consumer price is greater than the wholesale price.

### **E-Commerce**

The Miramix Website <http://www.miramix.com>.

It features a number of unique features that enhances the customer's experience. On-line stock availability, quick ordering, order online: customer service phone number, live online chat, with many other features being continually developed.

Our website carries the complete range of Miramix manufactured and distributed products. The major difference from our competitors is the amount of product data which we make available. This includes scientific research on ingredients, brand reports on sales data, custom software development features, and abilities to create and purchase products on the fly.

### **National Press**

We purchase in excess of \$1,500 worth of National Press activity each calendar month.

Suppliers can participate in these promotions. Please see our rate card for details

### **Specialist Press**

Our suppliers often have the opportunity to drive sales through press activity in specialist magazines and online mediums. Often there are lost sales opportunities due to a lack of awareness by the customer on where to buy the products that of superb quality. Often tagging is the solution. Miramix can support this type of activity

Please speak to your Product Manager for full details and rate cards.

## **Software Development**

Miramix is supported on the backend by a software development firm that was cofounded by CEO Duane Dennis. This firm has an exclusive agreement with all Miramix brands to provide any software work at deeply discounted costs including but not limited to: Website development, graphic design, mobile app development and SEO work to promote our brands private image.

This deal on software development does not have to be related to the Miramix platform at all, rather we believe in holistic approach of increasing the brand's entire revenue generation outlets and name recognition. Our model depends on strong brands driving sales of their product so we want financially healthy brands on our platform.

## **Miramix New Product Instructions**

For reference: The only person whom has the authority to make final decision on product introductions is your Miramix account representative. We have to ensure that the product is safe and has some merit and ability to do good for the customers you attempt to serve.

### **New Products**

For any new product that Miramix wishes to distribute or manufacturer.

### **Distributed Products**

1. You must supply five samples of all potential new products free of charge. This should be sent in a separate retail package, (not with a stock delivery) to the relevant Product Manager at the Miramix, Inc. Facility.
2. Sample products cannot be returned
3. During the evaluation/quality control process, any problems found with the product will be directed to the brand within a reasonable amount of time
4. Along with the product the supplier/manufacturer must also provide details on Certificate of Analysis, Manufacturing plant details, and authorize Miramix to inspect the manufacturing plant at its discretion.
5. Suggested retail price must be provided by the supplier
6. Specific product ingredients must be uploaded in the Miramix brand profile to be able to generate custom labels on the site and relevant search categorizations.
7. All product specification details and a brief overview of the products 5 key selling points/benefits and any PDF Videos that would of use to sell the product to our customers must be provided by the supplier
8. A high resolution image at a minimum of 15cm x 10cm at 240dpi (web images are not suitable for print) of the front of the product taken from three angles plus a box shot must be provided by the supplier

### **Distributed Products Pricing**

1. Products Fulfilled by Miramix hosted on our website.

Miramix will receive 40% of net revenue received from products fulfilled by Miramix. The company will do all customer service, handle returns, and all shipping and stocking.

2. Product Fulfilled by your Company hosted on our website.

Miramix will receive 20% of net revenue of products fulfilled by your company.

### **Miramix Manufactured Products**

1. If you want Miramix to manufacturer a product for you to either be sold on the Miramix platform or bought wholesale you must first use the product builder to start the product creation process.
2. You will also be required to input product name and the three panel product description when you submit product for approval.



3. A Miramix rep will review product and begin the creation of samples given the ingredient list and stock packaging.
4. For any unique packaging, unique ingredients, intensive formulation work, new form factor requests, and any supplementary software features (website creation, graphic design, mobile app development, etc) above the stock Miramix storefront you will be given a quote to work with necessary supplementary business units.

## **Miramix Manufactured Goods Pricing**

1. Your brand representative will contact you with cost of goods of your blend--based on what you created—and a suggested MSRP (~ 4x the wholesale price). You may charge a higher price than the suggested, but not lower than the wholesale price.
2. You will be responsible for paying a \$4 / month fee for each product/variation/product change that is created in the monthly billing cycle on the platform that Miramix manufacturers. This covers our server cost, FDA upkeep requirements, and customer service to your products.

### **3. Sales on Miramix Website that Miramix Fulfills:**

Brands will receive 1/3 (33.3x%) of net revenue from the resultant of retail price minus Miramix wholesale price.

Eg: Miramix wholesales product for \$10. The Retail Price is set at \$40. The result is \$30. The Brand will receive \$10 and Miramix will receive \$20.

### **4. Sales on your own Website/Storefront that Miramix fulfills :**

Brands will receive 2/3 (66.6x%) of net revenue from the resultant of retail price minus Miramix wholesale price.

Eg: Miramix wholesales product for \$10. The Retail Price is set at \$40. The result is \$30. The Brand will receive \$20 and Miramix will receive \$10.

### **5. Wholesale:**

Brands will simply pay Miramix wholesale costs for each unit it wishes to purchase (minimum \$500 order) plus any shipping fees.

The Brand can distribute product as it see fit (brick and mortar, its own website, other third party websites, etc)

### **6. Customer Service**

We will perform customer service duties for your customers via email, phone call, and online chat. Any issues with orders or shipping can be sent to us by contacting your account representative.

## **Packaging**

1. All packaging must comply with FDA labeling requirements found in the CFR 21 text. If a package will be allowed to be sold internationally separately

approved packaging for each country will need to be submitted for review along with product samples.

## Changes to Product or Pricing

1. Brands will be charged a per product fee for goods sold on the Miramix platform. This amount will be \$4/product per month for Miramix manufactured products and \$50/product per month for Miramix distributed products.
2. Price changes: - any price changes must be notified in writing to the relevant Product Manager giving Miramix a minimum of 28 days notice. Products appearing in full colour brochures will require 90 days notice
3. Changes to products: - for any product that changes version, revision, or model number, a new Miramix product code will be created. It is therefore vital that Miramix receives written notice of any version change at least 28 days prior to the change commencing. Under no circumstances can product be accepted if the version number differs from that held on our system unless the Product Manager is informed in advance
4. If a product changes in any way, the relevant Product Manager must be advised 28 days prior to the change, this is to ensure that all images, technical information, selling features and benefits are correct
5. Any packaging changes must be advised to the relevant Product Manager 28 days prior to the change commencing. If the packaging has changed to an unacceptable degree then this may lead to the product being delisted
6. Special offers/flash packs/rebate coupons/extra contents can be initiated at any time by the brand using their backend portal as long as the final retail price does not fall below wholesale price if manufactured by Miramix and minimum price if just distributed by Miramix.

## Price Protection

1. In the event that the market retail price\* of a product falls at any time while the product remains in stock at Miramix, or is on order from you, price protection must be available to enable Miramix to discount the product to the same degree. The Product Manager will discuss a price protection rebate to maintain Miramix's margin across all stock held, or on order, and to allow a reduction in the retail price to compete within the market. This will apply unless specifically agreed otherwise for any particular product

\*Price available at a minimum of 3 major retailers

## Promotional Spend / Marketing Support

1. Although we operate a "Best-Best" pricing model, there are certain circumstances when both parties can benefit from additional marketing, for example, promotion end caps, promotion advertising, e-shots etc. This will be

agreed on an individual basis between both parties and priced based on the Miramix Rate Card.

### **Product Naming and Intellectual Property**

1. You maintain the rights to your blend and brand name. The brand name is your intellectual property. It is your choice and/or responsibility to copyright or trademark your brand name. Miramix will not be responsible for protecting your intellectual property rights.
2. In addition it is your responsibility to check to ensure that brand name, images, and graphics you create are not previously trademarked or copyrighted with the USPTO or other relevant property office.

## **Miramix Return Procedures**

### **Returns**

1. The Miramix return process is meant to be extremely consumer friendly creating a vibrant ecosystem of trust. We allow customers to return any product used or unused within 30 days of purchase for a 100% refund, no questions asked
2. We believe that allowing customers these protections promotes trying different products and ending up becoming a lifelong customer which will be financially beneficial to both you as the brand and Miramix in the long run.
3. Both Miramix and you brand will split refunds proportionally in same fashion as funds were distributed.

### **Unsafe, Non-compliant or Supplier Recall Returns**

1. In the case of a product which has arrived in our warehouse that does not fulfill all its legal requirements for sale in the US or country that it was intended to be shipped. The product manager will communicate with the brand to arrange immediate return at the brand's expense. The goods will be destroyed if the brand does not wish to pay for return shipping or if there is no communication within a 60 day period after the third attempt at communication from a Miramix representative.
2. In the case of a product which is deemed unsafe by the Miramix Quality Assurance Manager and the product has been distributed to the store network, the brand will be informed by the Product Manager, it will then be recalled from stores, consolidated with the warehouse stock and returned to the supplier at their expense. The goods will be destroyed if the brand does not wish to pay for return shipping or if there is no communication within a 60 day period after the third attempt at communication from a Miramix representative.

## **Miramix Fee Schedule**

### **Logistics: Creating Your Supplement Line**

To create a supplement brand, we need each of the following pieces detailed below—either you supply them or you can pay us (or another developer/designer/professional) to create them. We offer reduced priced development and design work, because we mutually benefit from you having a profitable and FDA-compliant supplement brand.

If you want to purchase a service through us, please let your account representative know, and they will send a Paypal invoice, wire transfer instructions, or invoice through our storefront.. If you would like a private site created for you, please contact your representative for a details and a price quote.

\*Asterisked services are only necessary for those wishing to create an online store at [www.miramix.com](http://www.miramix.com). All other services are necessary for in-store private labeling and online store creation.

<b>Service</b>	<b>Cost of Traditional Private Labeler</b>	<b>Miramix Developer Cost</b>	<b>Do it yourself option</b>
Blend Creation	\$5,000 / per blend	\$1,000 / per blend (full creation)  \$250 / blend (supervision only)	\$0
Blend Write-up	\$500 / per blend	\$100 / per blend	\$0
Brand logo	\$1000	\$250	\$0
Storefront logo*	\$500	\$250	\$0
Brand blurb*	\$200	\$50	\$0
Subscription service set-up fee*	\$60	\$0	\$0
FDA compliant labeling (AI, PNG)	\$1,000 per blend	\$0 / per blend	\$0
Supplement facts label (AI, PNG)	\$100 / per blend	\$0 / per blend	\$0
Website development – storefront*	\$5,000	\$4 / product / month	\$4 / product / month
Embed code, short code*	\$250	\$0	\$0
Customer Software Development	Not Available	Contact for Quote	Contact for Quote

## **Miramix General Terms and Conditions of Use (Distributed Goods ONLY)**

### 1. General

These Conditions shall be incorporated into each Contract made with the person, firm or company to whom the Buyer's Order is addressed (the "Seller") for the purchase of Goods or Services and shall override all conditions in any document submitted by the Seller. No variation to the Order or these Conditions shall be binding unless agreed in writing between the authorised representatives of Miramix (the "Buyer") and the Seller.

### 2. Instructions

#### 2.1. Supply of goods

(a) Goods and services shall be supplied in accordance with Miramix's Delivery specification. A copy of which can be obtained from Miramix.

(b) The Buyer reserves the right to refuse the delivery of any Goods should the Seller breach any of the Shipping Instructions

#### 2.2 Invoices

(a) Invoices shall not be included with the delivery of Goods.

(b) On the date of despatch of each shipment of Goods or the date of provision of the service (but not before) the Seller shall send by first class post the original invoice (which must not be dated with a date which precedes the date of despatch or provision) to the following address: - Purchase Ledger Department, Miramix

(c) The Seller's invoices shall show the Buyer's purchase Order number, the quantity, cash or other discounts and the net total. Failure to comply with this Condition may result in the return of the invoice to the Seller. Invoices, which vary from, purchase Order terms or with goods received, will not be paid until such time as the discrepancies are resolved.

### General Conditions of Purchase

#### Clause 1 - Price

(a) The price for the Goods or services shall be the price specified in the Order. The Buyer must be notified in writing before the goods are despatched or service provided, where purchase price and Order price do not agree.

(b) Unless otherwise stated in the Order, the price for the Goods or services shall include the cost of product packaging, wrapping, packing cartons, boxing, crating and carriage to the place of delivery specified in the Order.

(c) No price increases for goods for resale will be accepted by the Buyer without written prior notice.

#### Clause 2 - Payment

(a) The Buyer shall pay the price for the Goods or services which are the subject of the Order 60 days after at the end of the month of invoice date subject to an entitlement to set off against the price for the Goods or services any sums owed to the Buyer by the Seller.

(b) The Buyer will ordinarily make payments by means of BACS credit transfer. The Seller shall provide a monthly statement.

## Clause 3 - Acknowledgment

(a) The Seller must acknowledge Orders in writing via Email with confirmation of delivery dates.

(b) Neither the Buyer nor the Seller shall be bound by any variation, waiver of, or addition to these Conditions except as agreed by the parties in writing and signed on their behalf by authorised persons. Acceptance of this Order includes acceptance of these Conditions.

(c) The Buyer shall not be liable in respect of any Orders not confirmed on an Order sent by a duly authorised representative of the Buyer.

## Clause 4 - Inspection

Before despatching Goods the Seller shall carefully inspect and test them for compliance with the Order. If as a result of any subsequent inspection or test the Buyer is of the reasonable opinion that the Goods do not comply with the Order they shall inform the Seller accordingly in writing and the Seller shall take such steps as may be necessary to ensure such compliance.

## Clause 5 - Rejection

(a) The Buyer may by notice in writing to the Seller reject all or any part of the Goods or services, if the Seller fails to comply with its obligations. The Buyer shall return the goods or reject the services at the Seller's risk and expense, and recover from the Seller any loss or damage suffered by the Buyer and any additional expenditure incurred in obtaining replacement goods or services.

(b) The decision by the Buyer to reject any part of the Goods or services shall not relieve the Seller of its obligation to comply with the Conditions or prejudice any right of the Buyer to terminate the Contract thereafter.

## Clause 6 - Property and Risk

The property and risk in the Goods shall pass to the Buyer at the time and place of delivery. Acceptance of the Goods by the Buyer shall not constitute a waiver of any of the Buyer's rights under these Conditions or the Contract.

## Clause 7 - Delivery

(a) The Seller shall supply the Goods to the location, as and when required by the Order and in accordance with delivery schedules contained therein and agreed and confirmed between the Buyer and the Seller.

(b) The Buyer reserves the right to cancel the Order or any part thereof if the Seller fails to deliver the Goods or services specified in the Order in accordance with the agreed schedule. The Buyer may obtain the Goods or services from another Seller and charge the Seller with any additional costs thereof and the loss including consequential loss suffered thereby.

(c) The deliveries must comply to all current Health & Safety legislation, please refer to the buyers current delivery specification documentation.

## Clause 8 - Quality, Quantity and Description

The Seller warrants to the Buyer that the Goods or services shall: -

- 1) conform as to the quantity, quality, description and performance standards stated in the Order;
- 2) be free from defects in design, material and workmanship;
- 3) be of reasonable quality and fit for any purpose held out by the Seller;
- 4) correspond with any relevant specification or sample provided;
- 5) comply with all statutory requirements and regulations;

## Clause 9 - Warranty and Indemnity

(a) The Seller warrants that the Goods or services or their use will not infringe any patent, registered design, copyright, trade mark or any other intellectual or industrial property rights of a third party.

(b) The Seller shall indemnify the Buyer in full against all liabilities, losses, claims, damages, costs and expenses which the Buyer suffers or incurs as a result of or in connection with the breach of any warranty given by the Seller.

(c) Without prejudice to any other remedy, if any Goods or services are not supplied in accordance with the Contract in breach of Clause 8, the Buyer shall be entitled at its sole option to require the Seller to repair the Goods or to supply replacement Goods or re-perform the services in accordance with the Contract or return the Goods to the Seller at the Seller's expense and to require the Seller to credit the Buyer the price of the Goods.

(d) The Seller shall indemnify the Buyer against all claims whether pursuant to the Consumer Protection Act 1987 or otherwise in respect of damage or injury to property or persons (including claims by an employee of the Buyer) in consequence of a defect in the Goods or services.

## Clause 10 - Insurance

The Seller shall be adequately insured against the consequences of any act or default of the Seller, its servants or agents whilst on the Buyer's premises.

## Clause 11 - Bankruptcy or Liquidation

The Seller shall immediately notify the Buyer in writing if the Seller becomes insolvent, is unable to pay its debts as they fall due, makes a general assignment for the benefit of creditors, or suffers or permits the appointment of an administrative receiver, or if any notice of a resolution to wind up the Seller has been given, or if the other party becomes subject to any proceedings under the bankruptcy or insolvency law whether domestic or foreign. In any such event the Buyer shall be at liberty to: -

- 1) cancel the Order summarily by notice in writing without compensation to the Seller; or
- 2) give any such receiver, administrator or liquidator or other person the option of fulfilling the Contract

## Clause 12 - Confidentiality

Any and all information emanating from the Buyer is confidential and proprietary and the Seller agrees that it shall not at any time permit the duplication or disclosure of any such confidential information to any person nor use the same in any way other than in connection with the performance of the Contract.

## Clause 13 - Customer Returns

(a) The Seller will be notified by the Buyer, of faulty goods returned by the Buyer's customer. The Seller will issue to the Buyer, for a period of up to twelve months after the customer purchase either a credit note to the full value of the returned goods or a new replacement item(s). The Seller's account may be debited pending receipt of a credit note or replacement goods. If replacement items are not received within 30 days of the request, the Buyer will process the matter on the basis of receiving a credit note.

(b) The Seller will arrange with the Buyer, at the Seller's cost, for the collection of faulty goods. The Buyer will hold faulty goods for 60 days, after which time, if the Seller has failed to arrange collection, the goods will be scrapped.



(c) The seller shall provide protection to the buyer in relation to the current Sale of Goods Act.

#### Clause 14 - Advertising, Subcontracting and Assigning

(a) The Seller shall not without prior written consent of the Buyer, in any manner advertise or publish the fact that the Seller has contracted to furnish the Buyer with Goods or services.

(b) The Seller shall not sub-contract or assign the Order or any part thereof without the prior written consent of the Buyer.

#### Clause 16 - Force Majeure

If delivery of the Goods or services by the Seller or the ability of the Buyer to accept such delivery is delayed, hindered or prevented by circumstances beyond the reasonable control of the party concerned including (but not limited to) strike, lock-out, fire, explosion or any form of government intervention, such delivery may be suspended and if it cannot be effected within a reasonable time after the due date, being a period of not less than 14 days, may be cancelled by the Buyer giving notice in writing to the Seller and the Buyer shall not be liable for any loss, injury, delay or damage suffered or incurred by the Seller as a result of the Buyer exercising its rights under this Clause 16.

#### Clause 17 - Penalty clauses

The buyer has the right to impose penalty clauses as stipulated in the contract in relation to the agreed key performance indicators for the Seller. These will be based on current performance and will be enforced if the Seller does not meet the agreed standard following every assessment period. A seller will move the penalty bands levels according to their consistency in performance.

#### Clause 18 - Law of the Contract

The Contract shall be governed by the laws of Delaware, USA and the parties agree to submit to the non-exclusive jurisdiction of the Delaware Courts.

#### Clause 19 - Precedence over any other Terms and Conditions

These Terms and Conditions shall have precedence over any printed conditions appearing in acknowledgments, acceptance forms, delivery notes etc. issued by the Seller.

## **Signatures and Contract Edits**

**Reseller**  
Developer/Brand

**Company/ Individual Name:** \_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Name (printed):**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Miramix, Inc.**  
API / Private Labeler & Compounder

**Signature:**

\_\_\_\_\_

**Name (printed):**

\_\_\_\_\_ Duane Dennis \_\_\_\_\_

**Title:**

\_\_\_\_\_ CEO \_\_\_\_\_

**Date:**

\_\_\_\_\_

**Edits mentioned below take precedent over pre-stated contract terms:**