**MANUFACTURING AGREEMENT 2**

This Manufacturing Agreement (“**Agreement**” is made on this (the “**Effective Date**”), by and between , having its principal place of business at (“**Manufacturer**”), and **NewLife** having its principal place of business at 701 International Parkway, Lake Mary, Florida 32746 (“**ABC**”), each referred to separately as a “**Party**” and collectively as the “**Parties**.” 32423

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Consultancy

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WHEREAS, ABC agrees to purchase from Manufacturer, the Products;111111

NOW THEREFORE 3455

1. Production of Products. ABC grants to Manufacturer the nonexclusive right to manufacture the products listed on Exhibit A (the “Products”), attached hereto and incorporated herein by reference, as such may be amended from time to time, in accordance with the terms of this Agreement. Manufacturer agrees to manufacture, produce and package the Products in accordance with purchase orders issued by ABC from time to time, the FDA Guaranty (as defined herein), the specifications for the Products (the "Quality Standards") and packaging as described on Exhibit B, attached hereto and incorporated herein by reference, with Exhibit B to be verified with Manufacturer's current specifications to ensure that Exhibit B is complete and accurate. Manufacturer shall maintain a suitable facility for manufacturing and storing the Products; hire and train an adequate number of competent personnel to perform the services under this Agreement; and, at ABC’s request, provide ABC copies of any and all data compiled in connection with the manufacture and sale of the Products.
2. Price. ABC shall not be billed at prices higher than stated on Exhibit A beside each respective Product unless authorized in writing by ABC’s authorized representative, which price shall include manufacturing, packaging, and crating of the Products and all international, federal, state and local taxes and duties imposed on the manufacture and sale of the Products by Manufacturer to ABC. ABC shall notify Manufacturer in writing of the name, address, and phone number of ABC's authorized representative. Manufacturer represents that the prices for the Products are the lowest prices charged by Manufacturer to other buyers who purchase similar products of like grade or quality. If at any time during the term of this Agreement Manufacturer grants to any other customer more favorable prices, terms of payment or contract provisions, Manufacturer shall immediately and automatically extend such prices, terms of payment or contract provisions to ABC hereunder, effective as of the date said items are offered to Manufacturer's such other customer.
3. Placement of Orders. Orders for Products shall be placed with Manufacturer pursuant to written purchase orders, which shall contain, among other items, the quantity and type of Products ordered and delivery dates and shall reflect the prices set forth on Exhibit "A" unless otherwise agreed to in writing by the parties hereto (the "Purchase Order"). Each Purchase Order shall be incorporated herein by reference.
4. Delivery. Manufacturer shall produce finished Products pursuant to the Purchase Order. Manufacturer shall store the finished Products at Manufacturer's facility until ready to ship. Manufacturer should deliver produce within Facilis eos culpa non magnam doloremque. weeks from Purchase Order issuance. The shipping dates indicated by ABC shall be considered as of equal importance as the price and quality. Failure to meet agreed-upon shipping dates shall be considered a breach of the Agreement. If Manufacturer is not able to supply the quantity of Products listed on a Purchase Order and ABC must obtain an alternative source of supply for such Products, Manufacturer shall reimburse ABC the difference between the price to be charged to ABC by the third party supplier for such products and the price in Exhibit A, in addition to any other remedies to which ABC may be entitled at law or in equity.
5. Inventory Control. Manufacturer shall store and safeguard the inventory of Products to protect it at all times from theft, damage or other loss in accordance with best practices in the industry and in strict compliance with the Quality Standards and terms of this Agreement. ABC shall have the right at any time upon reasonable notice and during regular business hours to inspect and perform a physical count of the inventory of the Products using such personnel of ABC or ABC representatives (including third party auditors) as ABC determines to use in its sole discretion. In addition, Manufacturer shall inventory at no cost to ABC, quantities of raw materials used in the manufacturing and packaging of the Products sufficient to meet ABC’s orders as projected by ABC. All inventory shall be maintained on a rotating basis (first in, first out).
6. Title and Risk of Loss. Title to, and risk of loss on, all Products shipped by Manufacturer to ABC shall pass to ABC on receipt of the Products by ABC, at locations to be specified by ABC.
7. Warranty and Guaranty.
   1. Manufacturer expressly warrants that the Products covered hereunder (i) shall be free from defects in material, design and workmanship and in good and saleable condition, (ii) shall be of the highest quality standards, (iii) shall be free from all liens, claims and encumbrances, (iv) shall be fit for the intended use by ABC, (v) to extent legally required, shall be approved by the Federal Food & Drug Administration (the "FDA"), United States Department of Agriculture and any other international, federal or state government agencies having jurisdiction over the Products, and (vi) shall strictly conform to Quality Standards. Manufacturer expressly warrants that all Products shall be manufactured in accordance and compliance with applicable international, federal, state and local laws, regulations and orders, including, without limitation, all applicable environmental, product liability and safety laws, rules and regulations for year. Should international, federal, state or local regulatory requirements specify defect limits or other specifications or requirements that are more stringent than those, if any, contained in the Quality Standards, the more stringent requirement shall prevail and apply. Furthermore, the Products comprising each shipment or delivery made by Manufacturer to, or on the order of, ABC hereby are guaranteed, as of the date of each such shipment or delivery, to be on such date not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act (the "Act") and not an article which may not, under the provisions of Section 405, 505 or 512 of the Act, be introduced into interstate commerce (the "FDA Guaranty"). The warranties contained in this Section 7(a) and the FDA Guaranty are continuing warranties, shall be binding upon Manufacturer with respect to all Products manufactured and shipped to ABC (including Products in transit) and shall be in addition to all warranties, express or implied, limited or statutory. All warranties and guarantees shall inure to ABC, its affiliates, subsidiaries and distributors and subsequent owners and/or consumers of the Products covered hereunder or the end products of which they are a part.
   2. On request Manufacturer shall furnish ABC with certificates of compliance with all applicable laws, orders and regulations of any international, federal, state, and/or municipal government or agency thereof, which apply to this Agreement and to the written formulations and specifications for the Products.
   3. All Products manufactured by Manufacturer shall be manufactured, packaged and delivered in accordance with the applicable Product formulation and Quality Standards. Manufacturer shall not change any formulations or Quality Standards for the Products without ABC's prior written consent. Manufacturer shall not alter the finished Product packaged by it without obtaining the prior written consent of ABC prior to any alteration.
8. Inspection.
   1. Manufacturer shall send to ABC a sample from each finished batch of each Product prior to shipment in order for ABC to inspect it, to document the batch number and expiration date, and to ensure that Manufacturer has complied with the "visible product specifications" as outlined in Exhibit B. Furthermore, ABC shall have the right to inspect and test the Products at Manufacturer's plant and/or the point of destination. Acceptance of the Products by ABC shall not relieve Manufacturer from any of its obligations and warranties hereunder. In no event shall payment be deemed to constitute acceptance or waiver of a breach of any warranty.
   2. If any of the Products fail to meet the warranties given by Manufacturer, the Quality Standards or the FDA Guaranty and notice of such breach is given by ABC, ABC shall have the option to cancel the applicable Purchase Orders or have Manufacturer immediately correct or replace the same, at Manufacturer's expense. Manufacturer agrees to promptly refund all amounts paid for the rejected Products within thirty (30) days of notice of such rejection from ABC. After notice to Manufacturer, all such Products shall be held at Manufacturer's risk. ABC, at Manufacturer's direction, shall return such Products to Manufacturer at Manufacturer's risk; and all transportation charges, both to and from the original destination, shall be paid by Manufacturer.
   3. Manufacturer agrees that ABC or its appointed agents or representatives may, at any time upon reasonable notice, conduct an inspection of Manufacturers facilities where the Products are being manufactured and stored to determine whether the services provided hereunder are being provided in accordance with applicable law and the terms of this Agreement. Manufacturer agrees to provide ABC and its representatives with physical access to the manufacturing and storage areas as well as to records related to the manufacture of the Products.
9. Payment. Manufacturer shall issue an invoice for Product orders no earlier than the date the Product is shipped by Manufacturer. Payment for the Products will be due and payable in full thirty (30) days from Jeunesse’s receipt of the invoice. Manufacturer agrees that Jeunesse, in Jeunesse’s discretion, may pay any of Manufacturer’s invoices by credit card, check or wire. Nothing in this Section shall apply for Products rejected pursuant to Section 8 of this Agreement.
10. Changes. ABC shall have the right at any time to make changes on the formulations, design specifications, Quality Standards, delivery schedules, methods of shipment, packaging, place of inspection, acceptance and/or point of delivery of any Product. No change shall be effective unless approved in writing by ABC's authorized representative. If such changes result in a material decrease or increase in expense to Manufacturer, Manufacturer shall notify ABC and they shall negotiate an equitable adjustment in pricing; provided, however, that Manufacturer shall in all events proceed diligently to supply Products and to perform the work or service contracted for under this Agreement.
11. Storage Facilities. All stored Products and raw materials comprising the Products shall be held in accordance with this Agreement. To the extent that Manufacturer pledges its inventory or assets in connection with any financing or otherwise, such financing arrangement shall provide that the Products and the raw materials comprising the Products shall be held exclusively for the benefit of ABC pursuant to the terms of this Agreement and shall be held and delivered to ABC in accordance with this Agreement, free of any and all liens and encumbrances.
12. Term. The term of this Agreement shall be for a period beginning on the Effective Date and ending on , unless sooner terminated pursuant to the terms of the Agreement.

1. Termination. The Agreement may be terminated prior to the end of the Term as follows:
   1. By ABC, at any time upon ninety (90) days prior written notice or telephonic notice or verbal notice confirmed in writing to Manufacturer; or
   2. At any time upon a breach of this Agreement and the failure to cure such breach with twenty (20) days after written notice of such breach by a party; and provided further that a termination for contamination or adulteration of a Product, unless otherwise specified, shall be immediate (i.e., without a cure period).
   3. Either Party may terminate the Agreement effective immediately upon written notice to the other Party if the other Party: (i) files a voluntary petition in bankruptcy or has an involuntary bankruptcy petition filed against it, which is not dismissed within ninety (90) days after its institution; (ii) is adjudged as bankrupt; (iii) becomes insolvent; (iv) has a receiver, trustee, conservator or liquidator appointed for all or a substantial part of its assets, (v) ceases to do business; (vi) commences any dissolution, liquidation or winding up; or (vii) makes an assignment of its assets for the benefit of its creditors.
   4. If terminated for cause by ABC, ABC may, in addition to any other right or remedy provided by this Agreement or by law, terminate all or any part of any outstanding Purchase Order and/or this Agreement by notice to Manufacturer as provided herein without any liability of ABC to Manufacturer on account thereof.
2. Confidential Information. Manufacturer agrees that all of the information disclosed to it by ABC regarding the Products, including, but not limited to, the designs and formulations of the Products, the Quality Standards and the Trade Secrets, is ABC's confidential and proprietary information, regardless of the form of disclosure. Upon execution of this Agreement, Manufacturer agrees to provide ABC with a certified formula for each finished Product to be produced by Manufacturer for ABC pursuant to the terms of this Agreement. Manufacturer agrees that the product formulas provided hereunder will remain exclusive to ABC and will not be disclosed by the Manufacturer to other of its customers or used by Manufacturer for the benefit of any third party other than ABC. Manufacturer further agrees that it will maintain all of ABC's confidential and proprietary information in confidence, will not disclose or disseminate the information to any third party, including, but not limited to, distributors with ABC, without ABC's express, prior written consent, and will use the information only for the purpose of fulfilling its obligations under this Agreement. Manufacturer agrees that it will disclose the information provided by ABC only to employees, officers, directors and consultants who have signed agreements obligating them to keep the information in confidence, have been advised of the confidential and proprietary nature of the information, and have a need to know the information. Without limiting the foregoing, Manufacturer shall take at least those measures Manufacturer takes to protect its own confidential information. Manufacturer shall immediately notify ABC in the event that it becomes aware of any unauthorized use or disclosure of ABC's confidential information. Upon request, and immediately upon termination of this Agreement, Manufacturer will return to ABC all written, tangible or otherwise accessible material in any form (including electronic media such as computer diskettes, CD-ROM, electronic copies or any material resident in the hard or external drive of any computer) containing or reflecting any of ABC's confidential information (including all copies, summaries, excerpts, extracts or other reproductions). Manufacturer confirms that it will not use or utilize ABC's confidential information without first obtaining ABC's written permission. Manufacturer acknowledges that ABC’s confidential information is unique and valuable, and that use or disclosure in breach of this Agreement will result in irreparable injury to ABC for which monetary damages alone would not be an adequate remedy. Therefore, Manufacturer agrees that in the event of a breach or threatened breach of this provision, ABC will be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief will be in addition to and not in lieu of any appropriate relief in the way of monetary damages.
3. Trademarks, Trade Names and Intellectual Property.
   1. ABC hereby grants to Manufacturer the limited nonexclusive right to use the trademarks, service marks and trade names listed on Exhibit A solely in connection with the manufacturing and packaging of the Products, including the logo type used in connection with such marks, but only in the manner specified by ABC and only as long as the Products are manufactured in accordance with Quality Standards and instructions approved by ABC. On termination of this Agreement, Manufacturer shall immediately cease any use of the trademarks, service marks and trade names.
   2. Except as set forth in Section 15(a) above, nothing contained in this Agreement shall give Manufacturer an interest in any trademark, service mark, trade name, logo or other trade designation of ABC; and Manufacturer agrees that it shall not at any time during or after this Agreement assert or claim any interest in, or do anything which may adversely affect the validity or enforceability of, any trade name, trademark, service mark or logo owned by or licensed to ABC or the rights of ABC therein.
   3. Manufacturer acknowledges the value and goodwill ABC has in its proprietary trademarks, service marks, trade names and publications and agrees that, except as expressly permitted herein, it shall not copy or use any copyright, patent, service mark or trademark owned by, or licensed to, ABC without the prior written permission of ABC, which permission may be granted or withheld in the sole discretion of ABC.
   4. Nothing in this Agreement shall be construed as giving to the Manufacturer any ownership interest in the Products, the formulas of the Products, or the technology behind the Products all of which shall remain the exclusive property of ABC subject to the confidentiality and licensing terms set forth herein. Any derivations or developments to any of the Products after the commencement of this Agreement shall likewise be the exclusive property of ABC unless otherwise agreed in writing.
4. Relationship of the Parties. The relationship of Manufacturer to ABC shall be that of an independent contractor and not as an agent of ABC. Nothing in this Agreement shall create an employee/employer relationship, partnership, joint venture or general or special agency between Manufacturer and ABC. Manufacturer shall employ and direct such personnel as it requires to produce the Products and perform the services covered by this Agreement and/or related Purchase Orders and shall exercise full and complete authority over its personnel.
5. Taxes. Manufacturer shall assume exclusive liability under all laws that impose taxes or other exactions on the manufacture or sale of the Products or any component part thereof, or on any process or labor involved therein or on any services to be rendered by Manufacturer; and Manufacturer shall pay any and all such taxes except those ABC specifically agrees or is by law required to pay. Any taxes to be paid by ABC shall be separately stated on the invoice. Prices shall not include any taxes for which Manufacturer can obtain or ABC can furnish an exemption.
6. Legal Compliance.
   1. Manufacturer agrees that it will at all times comply with all applicable international, federal, state, municipal and local law, orders and regulations, including, but not limited to, those affecting or limiting import, export, prices, production, purchase, sale and use of materials. Manufacturer expressly warrants that the items and goods sold Best Buy Global hereunder are sold in compliance with the Fair Labor Standards Act of 1938, as amended, the Occupational Safety and Health Act of 1970, as amended, all federal and state antitrust laws, and any rules and regulation promulgated thereunder.
   2. Manufacturer agrees to immediately notify ABC of any inquiry or investigation by any regulatory agency including, but not limited to, the Federal Trade Commission or a state Attorney General, or any civil litigation filed against the Manufacturer, related to the Products. Manufacturer shall not disclose any Confidential Information of ABC to any regulatory authority, or in private litigation, without prior consent of ABC unless legal counsel for Manufacturer reasonably believes that such disclosure is required without notice to ABC in which case ABC shall be notified of the disclosure as soon as reasonably possible thereafter.
   3. Manufacturer agrees to immediately contact ABC upon notice of any pending visit or upon the actual appearance of any official of the FDA and/or any other health official. ABC shall have the right to be present at any such visits when advance notice of the visit allows. Manufacturer shall provide ABC with copies of all reports, correspondence and/or citations received by a Manufacturer from the FDA or any other governmental entity immediately upon receipt by Manufacturer. Manufacturer shall not disclose any Confidential Information of ABC to the FDA or any other regulatory authority without prior consent of ABC unless legal counsel for Manufacturer reasonably believes that such disclosure is required without notice to ABC in which case ABC shall be notified of the disclosure as soon as reasonably possible thereafter.
7. Assignment. This Agreement, any Purchase Order, and any rights or obligations herein may not be assigned by Manufacturer, and Manufacturer shall not delegate the performance of any of its duties hereunder without, in either case, ABC’s prior written consent. The terms and conditions of this Agreement shall bind any permitted successors and assigns of Manufacturer. Any consent by ABC to assignment shall not be deemed to waive ABC’s right to recoupment and/or setoff of claims arising out of this or any other transaction with Manufacturer, its affiliates, or subsidiaries, or to settle or adjust matters with Manufacturer without notice to permitted successors and assigns.
8. Force Majeure. Either party to this Agreement shall be free from liability for failing to perform hereunder if such failure is caused due to acts of God, labor difficulties, fires, or other causes beyond the reasonable control of the affected party. In the event that Manufacturer is unable to perform for such reason beyond its control, ABC, at its option, shall have the right to either continue the delivery dates until Manufacturer is able to perform or terminate this Agreement or any applicable Purchase Order without further liability.
9. Indemnity. Manufacturer agrees to indemnify and hold ABC, its affiliates, subsidiaries, shareholders, directors, officers, agents and employees harmless from any and all claims, losses, or damages of any kind whatsoever, whether sounding in tort, contract, warranty or otherwise, including consequential damages, along with all costs, including reasonable attorneys' fees, in connection therewith, brought by or on behalf of any person or entity, including any governmental agency, arising out of, directly or indirectly, or resulting from, (i) the breach by Manufacturer of any provision of this Agreement; (ii) any misrepresentation by Manufacturer; (iii) any injury, illness and/or death of any person or any damage to property resulting from or arising out of Manufacturer's acts or omissions in violation of this Agreement, including, without limitation, defects in the Best Buy Global manufacturing of the Products; and (iv) the actual withdrawal and recall of any Product due to any breach by Manufacturer of this Agreement, including defects in Manufacturer's manufacturing of the Products or a recall of defectively manufactured Products.
10. Insurance.
    1. Manufacturer shall maintain in full force and effect products liability insurance coverage with a policy limit of One Million Dollars ($1,000,000.00) per occurrence and Five Million Dollars ($5,000,000.00) in the aggregate consisting of at least Five Million Dollars ($5,000,000.00) in primary coverage.
    2. Manufacturer shall carry and maintain comprehensive general public liability insurance, including comprehensive general liability, bodily injury and property damage, worker's compensation, employer's liability and occupational disease insurance with general coverage in a form satisfactory to ABC with minimum policy limit of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) in the aggregate.
    3. Manufacturer shall carry and maintain in full force and effect product recall insurance with a minimum policy limit of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate.
    4. Manufacturer shall deliver to ABC satisfactory evidence that ABC has been named as an additional insured on each of the insurance policies (other than worker's compensation) required by the terms hereof. Upon ABC's request, Manufacturer shall deliver to ABC certificates of such insurance, which stipulate that no less than thirty (30) days written notice will be given ABC prior to termination or reduction of the limits of coverage.
11. Entire Contract and Acceptance of Terms by Manufacturer. This Agreement, all Purchase Orders and all exhibits or attachments hereto constitute the entire agreement between ABC and Manufacturer and may not be amended unless in writing signed by the authorized representative of ABC and Manufacturer. ABC shall not be bound by any provision or alteration that may appear on Manufacturer's sales order, acknowledgement, or shipping documents, whether printed or otherwise, which is at variance with this Agreement, unless accepted in writing by ABC's authorized representative.
12. Disputes, Governing Law and Venue. This Agreement and all exhibits or attachments hereto, except where expressly herein provided otherwise, shall be interpreted and construed in accordance with the Uniform Commercial Code and the laws of the State of Florida without regard to conflicts of law principles. The parties irrevocably submit to the jurisdiction and venue of the state and federal courts located in the State of Florida.
13. Remedies. No remedy herein provided shall be deemed exclusive of any other remedy allowed by law.
14. Injunctive Relief. Manufacturer hereby agrees that the remedy at law for any breach by Manufacturer of any provision of this Agreement shall be inadequate and that, in addition to any other remedies it might have, ABC Best Buy Global shall be entitled to temporary and permanent injunctive relief to prevent the breach of any provision of this Agreement. In addition, ABC shall be entitled to its costs and expenses, including court costs and reasonable attorneys' fees, incurred in the enforcement of its rights under this Agreement.
15. Non-waiver. No failure of ABC to exercise any power or right under this Agreement or any Purchase Order or to insist upon strict compliance by Manufacturer with any obligation or provision and no custom or practice of the parties at variance with this Agreement or any Purchase Order shall constitute a waiver of ABC's rights to demand exact compliance therewith. A waiver by ABC can be effective only if such wavier is in writing by an authorized representative of ABC. The waiver by ABC of any particular default by Manufacturer shall not affect or impair ABC's right with respect to any subsequent default, nor shall it affect any way the rights or obligations of Manufacturer. Nor shall any delay or omission by ABC to exercise any right arising from any default affect or impair ABC's right as to that or any subsequent default.
16. Notices. Notice shall be deemed given when delivered in person or when deposited in the United States mail or with an overnight delivery service to either party at the following address:

ABC:

ABC, LLC

701 International Parkway

Lake Mary, Florida 32746

Attn: General Counsel

Manufacturer:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

MANUFACTURER

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

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

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

**Products, Prices, Intellectual Property**

**MANUFACTURING AGREEMENT**

This Manufacturing Agreement (“**Agreement**” is made on this (the “**Effective Date**”), by and between , having its principal place of business at (“**Manufacturer**”), and **NewLife** having its principal place of business at 701 International Parkway, Lake Mary, Florida 32746 (“**ABC**”), each referred to separately as a “**Party**” and collectively as the “**Parties**.”

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WHEREAS, Manufacturer agrees to manufacture, package, store and deliver to ABC the Products (as defined herein); and  
  
WHEREAS, Manufacturer agrees to manufacture, package, store and deliver to ABC the Products (as defined herein); and2

WHEREAS, ABC agrees to purchase from Manufacturer, the Products;111111

NOW THEREFORE

1. Production of Products. ABC grants to Manufacturer the nonexclusive right to manufacture the products listed on Exhibit A (the “Products”), attached hereto and incorporated herein by reference, as such may be amended from time to time, in accordance with the terms of this Agreement. Manufacturer agrees to manufacture, produce and package the Products in accordance with purchase orders issued by ABC from time to time, the FDA Guaranty (as defined herein), the specifications for the Products (the "Quality Standards") and packaging as described on Exhibit B, attached hereto and incorporated herein by reference, with Exhibit B to be verified with Manufacturer's current specifications to ensure that Exhibit B is complete and accurate. Manufacturer shall maintain a suitable facility for manufacturing and storing the Products; hire and train an adequate number of competent personnel to perform the services under this Agreement; and, at ABC’s request, provide ABC copies of any and all data compiled in connection with the manufacture and sale of the Products.
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12. Term. The term of this Agreement shall be for a period beginning on the Effective Date and ending on , unless sooner terminated pursuant to the terms of the Agreement.

1. Termination. The Agreement may be terminated prior to the end of the Term as follows:
   1. By ABC, at any time upon ninety (90) days prior written notice or telephonic notice or verbal notice confirmed in writing to Manufacturer; or
   2. At any time upon a breach of this Agreement and the failure to cure such breach with twenty (20) days after written notice of such breach by a party; and provided further that a termination for contamination or adulteration of a Product, unless otherwise specified, shall be immediate (i.e., without a cure period).
   3. Either Party may terminate the Agreement effective immediately upon written notice to the other Party if the other Party: (i) files a voluntary petition in bankruptcy or has an involuntary bankruptcy petition filed against it, which is not dismissed within ninety (90) days after its institution; (ii) is adjudged as bankrupt; (iii) becomes insolvent; (iv) has a receiver, trustee, conservator or liquidator appointed for all or a substantial part of its assets, (v) ceases to do business; (vi) commences any dissolution, liquidation or winding up; or (vii) makes an assignment of its assets for the benefit of its creditors.
   4. If terminated for cause by ABC, ABC may, in addition to any other right or remedy provided by this Agreement or by law, terminate all or any part of any outstanding Purchase Order and/or this Agreement by notice to Manufacturer as provided herein without any liability of ABC to Manufacturer on account thereof.
2. Confidential Information. Manufacturer agrees that all of the information disclosed to it by ABC regarding the Products, including, but not limited to, the designs and formulations of the Products, the Quality Standards and the Trade Secrets, is ABC's confidential and proprietary information, regardless of the form of disclosure. Upon execution of this Agreement, Manufacturer agrees to provide ABC with a certified formula for each finished Product to be produced by Manufacturer for ABC pursuant to the terms of this Agreement. Manufacturer agrees that the product formulas provided hereunder will remain exclusive to ABC and will not be disclosed by the Manufacturer to other of its customers or used by Manufacturer for the benefit of any third party other than ABC. Manufacturer further agrees that it will maintain all of ABC's confidential and proprietary information in confidence, will not disclose or disseminate the information to any third party, including, but not limited to, distributors with ABC, without ABC's express, prior written consent, and will use the information only for the purpose of fulfilling its obligations under this Agreement. Manufacturer agrees that it will disclose the information provided by ABC only to employees, officers, directors and consultants who have signed agreements obligating them to keep the information in confidence, have been advised of the confidential and proprietary nature of the information, and have a need to know the information. Without limiting the foregoing, Manufacturer shall take at least those measures Manufacturer takes to protect its own confidential information. Manufacturer shall immediately notify ABC in the event that it becomes aware of any unauthorized use or disclosure of ABC's confidential information. Upon request, and immediately upon termination of this Agreement, Manufacturer will return to ABC all written, tangible or otherwise accessible material in any form (including electronic media such as computer diskettes, CD-ROM, electronic copies or any material resident in the hard or external drive of any computer) containing or reflecting any of ABC's confidential information (including all copies, summaries, excerpts, extracts or other reproductions). Manufacturer confirms that it will not use or utilize ABC's confidential information without first obtaining ABC's written permission. Manufacturer acknowledges that ABC’s confidential information is unique and valuable, and that use or disclosure in breach of this Agreement will result in irreparable injury to ABC for which monetary damages alone would not be an adequate remedy. Therefore, Manufacturer agrees that in the event of a breach or threatened breach of this provision, ABC will be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief will be in addition to and not in lieu of any appropriate relief in the way of monetary damages.
3. Trademarks, Trade Names and Intellectual Property.
   1. ABC hereby grants to Manufacturer the limited nonexclusive right to use the trademarks, service marks and trade names listed on Exhibit A solely in connection with the manufacturing and packaging of the Products, including the logo type used in connection with such marks, but only in the manner specified by ABC and only as long as the Products are manufactured in accordance with Quality Standards and instructions approved by ABC. On termination of this Agreement, Manufacturer shall immediately cease any use of the trademarks, service marks and trade names.
   2. Except as set forth in Section 15(a) above, nothing contained in this Agreement shall give Manufacturer an interest in any trademark, service mark, trade name, logo or other trade designation of ABC; and Manufacturer agrees that it shall not at any time during or after this Agreement assert or claim any interest in, or do anything which may adversely affect the validity or enforceability of, any trade name, trademark, service mark or logo owned by or licensed to ABC or the rights of ABC therein.
   3. Manufacturer acknowledges the value and goodwill ABC has in its proprietary trademarks, service marks, trade names and publications and agrees that, except as expressly permitted herein, it shall not copy or use any copyright, patent, service mark or trademark owned by, or licensed to, ABC without the prior written permission of ABC, which permission may be granted or withheld in the sole discretion of ABC.
   4. Nothing in this Agreement shall be construed as giving to the Manufacturer any ownership interest in the Products, the formulas of the Products, or the technology behind the Products all of which shall remain the exclusive property of ABC subject to the confidentiality and licensing terms set forth herein. Any derivations or developments to any of the Products after the commencement of this Agreement shall likewise be the exclusive property of ABC unless otherwise agreed in writing.
4. Relationship of the Parties. The relationship of Manufacturer to ABC shall be that of an independent contractor and not as an agent of ABC. Nothing in this Agreement shall create an employee/employer relationship, partnership, joint venture or general or special agency between Manufacturer and ABC. Manufacturer shall employ and direct such personnel as it requires to produce the Products and perform the services covered by this Agreement and/or related Purchase Orders and shall exercise full and complete authority over its personnel.
5. Taxes. Manufacturer shall assume exclusive liability under all laws that impose taxes or other exactions on the manufacture or sale of the Products or any component part thereof, or on any process or labor involved therein or on any services to be rendered by Manufacturer; and Manufacturer shall pay any and all such taxes except those ABC specifically agrees or is by law required to pay. Any taxes to be paid by ABC shall be separately stated on the invoice. Prices shall not include any taxes for which Manufacturer can obtain or ABC can furnish an exemption.
6. Legal Compliance.
   1. Manufacturer agrees that it will at all times comply with all applicable international, federal, state, municipal and local law, orders and regulations, including, but not limited to, those affecting or limiting import, export, prices, production, purchase, sale and use of materials. Manufacturer expressly warrants that the items and goods sold Best Buy Global hereunder are sold in compliance with the Fair Labor Standards Act of 1938, as amended, the Occupational Safety and Health Act of 1970, as amended, all federal and state antitrust laws, and any rules and regulation promulgated thereunder.
   2. Manufacturer agrees to immediately notify ABC of any inquiry or investigation by any regulatory agency including, but not limited to, the Federal Trade Commission or a state Attorney General, or any civil litigation filed against the Manufacturer, related to the Products. Manufacturer shall not disclose any Confidential Information of ABC to any regulatory authority, or in private litigation, without prior consent of ABC unless legal counsel for Manufacturer reasonably believes that such disclosure is required without notice to ABC in which case ABC shall be notified of the disclosure as soon as reasonably possible thereafter.
   3. Manufacturer agrees to immediately contact ABC upon notice of any pending visit or upon the actual appearance of any official of the FDA and/or any other health official. ABC shall have the right to be present at any such visits when advance notice of the visit allows. Manufacturer shall provide ABC with copies of all reports, correspondence and/or citations received by a Manufacturer from the FDA or any other governmental entity immediately upon receipt by Manufacturer. Manufacturer shall not disclose any Confidential Information of ABC to the FDA or any other regulatory authority without prior consent of ABC unless legal counsel for Manufacturer reasonably believes that such disclosure is required without notice to ABC in which case ABC shall be notified of the disclosure as soon as reasonably possible thereafter.
7. Assignment. This Agreement, any Purchase Order, and any rights or obligations herein may not be assigned by Manufacturer, and Manufacturer shall not delegate the performance of any of its duties hereunder without, in either case, ABC’s prior written consent. The terms and conditions of this Agreement shall bind any permitted successors and assigns of Manufacturer. Any consent by ABC to assignment shall not be deemed to waive ABC’s right to recoupment and/or setoff of claims arising out of this or any other transaction with Manufacturer, its affiliates, or subsidiaries, or to settle or adjust matters with Manufacturer without notice to permitted successors and assigns.
8. Force Majeure. Either party to this Agreement shall be free from liability for failing to perform hereunder if such failure is caused due to acts of God, labor difficulties, fires, or other causes beyond the reasonable control of the affected party. In the event that Manufacturer is unable to perform for such reason beyond its control, ABC, at its option, shall have the right to either continue the delivery dates until Manufacturer is able to perform or terminate this Agreement or any applicable Purchase Order without further liability.
9. Indemnity. Manufacturer agrees to indemnify and hold ABC, its affiliates, subsidiaries, shareholders, directors, officers, agents and employees harmless from any and all claims, losses, or damages of any kind whatsoever, whether sounding in tort, contract, warranty or otherwise, including consequential damages, along with all costs, including reasonable attorneys' fees, in connection therewith, brought by or on behalf of any person or entity, including any governmental agency, arising out of, directly or indirectly, or resulting from, (i) the breach by Manufacturer of any provision of this Agreement; (ii) any misrepresentation by Manufacturer; (iii) any injury, illness and/or death of any person or any damage to property resulting from or arising out of Manufacturer's acts or omissions in violation of this Agreement, including, without limitation, defects in the Best Buy Global manufacturing of the Products; and (iv) the actual withdrawal and recall of any Product due to any breach by Manufacturer of this Agreement, including defects in Manufacturer's manufacturing of the Products or a recall of defectively manufactured Products.
10. Insurance.
    1. Manufacturer shall maintain in full force and effect products liability insurance coverage with a policy limit of One Million Dollars ($1,000,000.00) per occurrence and Five Million Dollars ($5,000,000.00) in the aggregate consisting of at least Five Million Dollars ($5,000,000.00) in primary coverage.
    2. Manufacturer shall carry and maintain comprehensive general public liability insurance, including comprehensive general liability, bodily injury and property damage, worker's compensation, employer's liability and occupational disease insurance with general coverage in a form satisfactory to ABC with minimum policy limit of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) in the aggregate.
    3. Manufacturer shall carry and maintain in full force and effect product recall insurance with a minimum policy limit of One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate.
    4. Manufacturer shall deliver to ABC satisfactory evidence that ABC has been named as an additional insured on each of the insurance policies (other than worker's compensation) required by the terms hereof. Upon ABC's request, Manufacturer shall deliver to ABC certificates of such insurance, which stipulate that no less than thirty (30) days written notice will be given ABC prior to termination or reduction of the limits of coverage.
11. Entire Contract and Acceptance of Terms by Manufacturer. This Agreement, all Purchase Orders and all exhibits or attachments hereto constitute the entire agreement between ABC and Manufacturer and may not be amended unless in writing signed by the authorized representative of ABC and Manufacturer. ABC shall not be bound by any provision or alteration that may appear on Manufacturer's sales order, acknowledgement, or shipping documents, whether printed or otherwise, which is at variance with this Agreement, unless accepted in writing by ABC's authorized representative.
12. Disputes, Governing Law and Venue. This Agreement and all exhibits or attachments hereto, except where expressly herein provided otherwise, shall be interpreted and construed in accordance with the Uniform Commercial Code and the laws of the State of Florida without regard to conflicts of law principles. The parties irrevocably submit to the jurisdiction and venue of the state and federal courts located in the State of Florida.
13. Remedies. No remedy herein provided shall be deemed exclusive of any other remedy allowed by law.
14. Injunctive Relief. Manufacturer hereby agrees that the remedy at law for any breach by Manufacturer of any provision of this Agreement shall be inadequate and that, in addition to any other remedies it might have, ABC Best Buy Global shall be entitled to temporary and permanent injunctive relief to prevent the breach of any provision of this Agreement. In addition, ABC shall be entitled to its costs and expenses, including court costs and reasonable attorneys' fees, incurred in the enforcement of its rights under this Agreement.
15. Non-waiver. No failure of ABC to exercise any power or right under this Agreement or any Purchase Order or to insist upon strict compliance by Manufacturer with any obligation or provision and no custom or practice of the parties at variance with this Agreement or any Purchase Order shall constitute a waiver of ABC's rights to demand exact compliance therewith. A waiver by ABC can be effective only if such wavier is in writing by an authorized representative of ABC. The waiver by ABC of any particular default by Manufacturer shall not affect or impair ABC's right with respect to any subsequent default, nor shall it affect any way the rights or obligations of Manufacturer. Nor shall any delay or omission by ABC to exercise any right arising from any default affect or impair ABC's right as to that or any subsequent default.
16. Notices. Notice shall be deemed given when delivered in person or when deposited in the United States mail or with an overnight delivery service to either party at the following address:

ABC:

ABC, LLC

701 International Parkway

Lake Mary, Florida 32746

Attn: General Counsel

Manufacturer:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

MANUFACTURER

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

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

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

**EXHIBIT A**

**Products, Prices, Intellectual Property**

**EXHIBIT B**

**Quality Standards**