



Authorized Reseller Agreement:

Safe Harbour Wellness, LLC., (hereinafter, the "Company") an Alabama limited liability company, with its principal place of business in Birmingham, AL, is engaged in the business of manufacturing, marketing and distributing a full line of multi-purpose wellness products. As such, _____ (hereinafter "Authorized Reseller"), desires to become a Reseller of the Company's products (hereinafter "Unit" or "Product").

1. Price; Price Revision and Payment. Reseller must reference our company website for current pricing, which is subject to change. All payments for product shall be made in advance. Company does not offer credit terms and does not keep credit card information on file.

2. Intellectual Property. As a Reseller of Company's products, Reseller is hereby granted a limited and revocable license to use Company's trademarks and copyrights for the sole and exclusive purpose of marketing and re-selling Company's products, subject however to the terms of this Agreement.

a. Reseller shall be required to immediately update and modify its marketing materials for Company's products upon the Company's request and shall not utilize Safe Harbour Wellness's® trademark in Reseller's URL. A failure to make such required modifications shall be grounds for immediate termination of this Agreement.

b. Reseller shall not develop or circulate its own images, text or logos relating to or describing Company's products, nor prepare derivative works based on any of Company's printed material or other documents without the express prior written consent of Company. Company may provide, upon request, product images for use as outlined in this agreement.

c. This revocable license to use Company's trademarks and copyrights for the sole and exclusive purpose of marketing and re-selling Company's products shall be automatically terminated and revoked upon the earlier of the termination of this Agreement or when Reseller has failed to purchase any product from the company for a period of one (1) year.

3. Marketing.

a. Unless approved in writing by an authorized representative of the Company, the Reseller shall not sell, market, promote or advertise Company Product(s) as a combination offer with any non-Company products (commonly referred to a "tagging"). By way of example, Reseller shall not promote an offer which provides, "Buy two bottles of Safe Harbour Wellness's Entourage CBD Oil and receive a Chapstick free." Since Chapstick is not a Company product, Reseller is not permitted to sell, promote or advertise it in combination with (tag it to) Safe Harbour Wellness's Entourage CBD Oil. However, Reseller is permitted to make a combination offer with multiple Company products, such as, "Buy two jars of Safe Harbour's Intensive Healing Rub and receive a bottle of Safe Harbour Wellness's Awaken Gummies for free."

b. Reseller acknowledges that it has received a copy of Company's Minimum Advertised Price Policy (MAPP). Reseller must maintain the minimum inventory levels to meet customer demands and maintain customer loyalty. Minimum inventory levels is defined as sufficient product to resell to consumers as advertised. Reseller is required to carry **a minimum \$500** of their Safe Harbour Wellness products to be listed as a preferred Reseller on the Safe Harbour Wellness website.

4. Ethical Obligations of Reseller. In addition to other obligations of "Reseller" contained in this Agreement, Reseller hereby agrees to conduct business in a businesslike manner, maintaining high ethical standards, and complying with all state and Federal laws; and refraining from making any misrepresentation of Company's products or of its relationship with Company. Furthermore, Reseller is hereby prohibited from purchasing any of Company' s products from any individual or entity other than Company during the term of this Agreement.

5. Term and Termination. This Agreement shall become effective upon execution and shall continue until terminate by either party for any reason at any time.

6. Limited Warranty and Limitation of Liability.

a. Reseller agrees to defend and hold Company harmless from and against all damages, losses, demands, costs and expenses, including interest, penalties, and reasonable attorneys' fees, suffered by Company which relate solely to (i) any claim by any third party or any other liability for any act, event or occurrence relating to or arising out of or resulting from Reseller's actions in performing this Agreement and (ii) any breach of, or failure by Reseller to perform any of the representations, warranties, covenants or agreements contained in this Agreement.

b. Reseller's exclusive remedy and Company' s total liability for any and all losses and damages arising out of any cause shall be the replacement of such product and in no event shall Company be liable for incidental, consequential or punitive damages resulting from any such cause. Each of the parties reserves any rights that it may have with regard to this contract and business relationship, pursuant to the laws of Alabama, U.S.A.

7. Independent Contractor. Nothing contained in this Agreement shall constitute or be deemed to make the parties partners or joint ventures. Neither party has the right or authority to act as agent for the other or to act on behalf of or in the name of the other party without the express written approval of the other party.

8. Company does not provide specific sales territories nor does it maintain exclusivity with any one authorized Reseller.

9. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be sufficiently given if sent by facsimile or if delivered by prepaid certified mail, return receipt requested and addressed as follows:

a. If "to Reseller", to the address and fax number listed in the Reseller Information which forms part of Section I of this Agreement; or

b. If "to Company", to **Safe Harbour Wellness, LLC, 2328 Ridge Trail Birmingham, AL 35242**

10. Entire Agreement and General.

a. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and there are no understandings, representations or warranties of any kind between the parties except as expressly set forth herein. No amendment, modification, termination or waiver of any provision of this Agreement, nor consent to any departure from terms hereof by Reseller, shall in any event be effective unless it is in writing and signed by Company and Reseller.

b. This agreement shall be binding upon the parties; their heirs, successors, and assigns as may be permitted under this Agreement.

c. If any provision of this Agreement is held to be void or unenforceable in whole or in part, the other provisions of this Agreement and the remainder of the provisions shall continue to be valid.

d. This Agreement shall be governed and enforced in accordance with the substantive laws of the State of Alabama, without reference to its conflict of laws and all disputes arising out of this Agreement shall be finally settled in state or federal courts located in Shelby County, Alabama.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by themselves or through their authorized representatives on this _____ day of 20__.

RESELLER

By: _____

Printed Name / Title: _____

Its: _____

SAFE HARBOUR WELLNESS, LLC.

By: *Robert Mitchell*
Founder, Safe Harbour Wellness, LLC.,