

Retailer Agreement

We only offer our retailer services with your acceptance of our Retailer Digital Agreement. Please use the form below the agreement to acknowledge your acceptance.

ANTHOLOGY BRANDS, INC. dba PURE HEMP BOTANICALS RETAILER DIGITAL AGREEMENT

Please review the following items carefully. By offering the Pure Hemp Botanicals brand you are agreeing to the following terms and conditions.

This retailer Program Agreement (hereinafter the “Agreement”) is made by and between Pure Hemp Botanicals (hereinafter the “Company”, “We”, or “Our”), and you, as a retailer (hereinafter “You”, “Your”, “retailer”) joining the Pure Hemp Botanicals Retailer Program (hereinafter the “Retailer Program”). The parties, in consideration of the promises and acts of each other as set forth in this Agreement, agree as follows:

Pure Hemp Botanicals Retailer Program Terms are expressed below:

NOT ALLOWED: Your site or other related sites cannot promote or contain racism, hate speech, violence, terrorism, or any other offensive acts or language. ANY VIOLATION OF THIS PARAGRAPH WILL RESULT IN RETAILER PRIVILEGES BEING TERMINATED..

NOT ALLOWED: Fraud is a very serious offense, and will be treated as such. Fraud is defined as any action that intentionally attempts to create sales, leads, or click throughs by the use of robots, frames, iFrames, scripts, or manually “refreshing” of pages, for the sole purpose of creating commissions. Additionally, all Cookie stuffing methods are not allowed. ANY ATTEMPTED FRAUD OR FRAUD WILL RESULT IN RETAILER TERMINATION.

NOT ALLOWED: You may not make any health claims or stop smoking claims, specific or implied. ANY VIOLATION OF THIS PARAGRAPH WILL RESULT IN RETAILER TERMINATION.

The Company requires its retailers to comply with the Federal Trade Commission (FTC) and Federal Drug Administration (FDA) guidelines on testimonials and endorsements. All endorsements, reviews, testimonials of the Company’s products, as well as relationships between other types of content \Web sites (forums, blogs, microblogs and other Social Media channels) and the Company must be clearly disclosed in a separate policy on Your site(s). The FTC states in its guide that when there exists a connection between the endorser and the seller of the advertised product it is imperative that the connection is “fully disclosed” (see full text here: http://ftc.gov/os/2009/10/09_1005endorsementguidesfnnotice.pdf). An example of consumer notice: This is a retailer ad supported Web site.

Failure to abide by any of these rules could result in retailer termination.

The Company reserves the right to change, alter, modify, and/or amend this agreement, from time to time, at its sole discretion without serving any notice to You. You will be bound by all such amended terms and conditions. You can review the most current version of this Agreement at any time at our Web site. All amended versions of this Agreement will go into effect not earlier than thirty (30) days from the date any such amended version is displayed on Our Web site.

SECTION 1 – DEFINITIONS

1.1 “retailer” or “reseller” means an individual or business that is receiving discounted pricing from the Company for the purpose of reselling the Pure Hemp Botanicals Brand.

1.2 “Link” means a hyperlink placed on a retailer's site that, when clicked on, sends a visitor through to the Company’s Web site. Links take many forms including text, a product image, buttons, banners, videos, or any other format acceptable to the Company.

SECTION 2 – Retailer WARRANTIES/REGISTRATION

2.1 You warrant that you are of the legal age in Your state, either eighteen (18) or twenty-one (21) years of age, and are able to supply a valid tax ID, which will be Your social security number for individuals or a federal tax ID for corporations or entities.

2.2 You must identify Your Web site(s) in your application. You warrant that Your Web site(s) is suitable to the standards of the Company. Unsuitable sites include, but are not limited to those that:

- (a) promote or contain sexually explicit materials;
- (b) promote violence or contain violent materials;
- (c) promote or contain libelous or defamatory materials;
- (d) promote discrimination, or employ discriminatory practices, based on race, sex, religion, nationality, disability, sexual orientation, or age;
- (e) promote or undertake illegal activities; including but not limited to WAREZ, CRACKING, and HACKING SITES;
- (f) include any trademark of the Company, or a brand owned by the Company, or a variant or misspelling of a trademark of Pure Hemp Botanicals in any domain name — for example, a domain name such as: purhempbotanicals.com, or purehempbotanical.com or purhempbotanical.com ;
- (g) include any trademark of the Company or brands owned by the Company in any username, group name, or other identifier on any social networking website — for example, hashtags or

usernames such as “PureHempBotanicals,” “BuyPureHempBotanicals,” “phblife” “#phblife” or “PHB” registered on a social networking site such as Twitter or Facebook; or

(h) contain any other violation of intellectual property rights of either the Company or a third party; or

(i) use Keywords, Pay Per Click advertising, and domain names involving the Company’s trademarks “Pure Hemp Botanicals” “PHB” “Hemptealicious” and variations thereof. You shall not purchase search engine keywords or domain names that use the Company’s trademark “Pure Hemp Botanicals” “PHB” and/or certain variations and misspellings thereof, or(k) are not owned and operated by You. You may not place the company's products for sale on any 3rd party online marketplace platform such as “Amazon.com”, “WalMart.com”, “CBDMarketplace.com.” or any other online platform not owned and operated by You.

2.3 You shall notify Us with all relevant details in the event that You create a new Web site or close one that You have previously informed Us of. Additionally, You shall ensure that the information in Your application and otherwise associated with Your account, including Your email address and other contact information and identification of Your site, is at all times complete, accurate, and up-to-date. We may send notifications and/or other communications relating to the retailer Program and this Agreement to the email address then-currently associated with Your account. You shall be deemed to have received all notifications, approvals, and other communications sent to that email address, even if the email address associated with your account is no longer current.

2.4 You shall provide the Company with accurate, complete, and updated registration information. You may not select the name of another person with the intent to impersonate that person or deceive members or other users as to Your true identity. You understand and acknowledge that the Company may rely on any data, notice, instruction, or request furnished to the Company by You which is reasonably believed by the Company to be genuine and to have been sent or presented by a person reasonably believed by the Company to be authorized to act on Your behalf. You shall notify the Company by e-mail at customerservice@purehempbotanicals.com of any known or suspected unauthorized uses of Your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of Your username and password. You shall be responsible for maintaining the confidentiality of Your username and password and You are responsible for all usage and activity on Your account, including use of the account by a third party authorized by You to use Your account. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination by the Company and referral to the appropriate law enforcement agencies.

2.5 You warrant and agree that You understand that this retailer Program Agreement is an at-will agreement, meaning the Company can terminate this Agreement for any or no reason by serving You with a thirty (30) day notice of termination in accordance with Section 19 of this retailer Program Agreement. Such termination at-will by the Company shall not entitle You to any type of payment or compensation whatsoever.

2.6 The Company shall not be liable for any special, incidental, or consequential damages arising out of or related to this Agreement, or the Company's performance or failure to perform any of its obligations hereunder.

2.7 In no event shall the Company be liable, in connection with this Agreement, for damages in excess of the aggregate amount of Sales Commissions for the previous three (3) months prior to the incident giving rise to the relevant claim. This limitation applies to all causes of actions in the aggregate that arise out of this Agreement including, but not limited to, breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and any and all other theories of tort or contractual liability.

SECTION 3 – UNACCEPTABLE ACTIVITIES

3.1 You shall not purchase or register keywords, Pay Per Click advertising, AdWords, search terms, domain names, or other identifying terms that include the word "PureHempBotanicals" or certain variations and misspellings thereof for use in any search engine, portal, sponsored advertising service or other search or referral service.

Specifically, this prohibits You from:

(a) Bidding on the Company's trademark, "Pure Hemp Botanicals", and any keyword string that includes this term; for example: "Pure Hemp Botanicals gadgets", "PHB CBD", "Pure Hemp Botanicals products";

(b) Bidding on variations of the Company's trademarks: for example "Pure Hemp Botanicals", "purehempbotanicals.com", "www.purehempbotanicals.com", "www.purehempbotanicals.com", "www.phb.com", etc.;

(c) Purchasing domain names based on the Company's trademarks or variations of the Company's trademark; for example: "Pure Hemp Botanicals", "purehempbotanicals.com", "www.purehempbotanicals.com", "www.purehempbotanicals.com", "www.phb.com", etc.;

(d) Purchasing Pay Per Click advertising containing the Company's trademarks or variations of the Company's trademark; for example: "Pure Hemp Botanicals", "purehempbotanicals.com", "www.purehempbotanicals.com", "www.purehempbotanicals.com", "www.phb.com", etc.;

(e) Rebranding products is strictly prohibited. Tampering with any of the packaging on the products will result your removal from the retail program.

3.2 If the Company determines that You have purchased or attempted to purchase "Pure Hemp Botanicals" keywords or domain names, or one of the four cited examples above, then the Company may in its sole discretion (without limitation to any other recourse and remedies available to it) pursue any or all of the following actions:

(a) Withhold all compensation otherwise payable to You beginning with the date on which You purchased the prohibited trademarked terms;

(b) Remove You from the retailer Program permanently;

(c) and/or contact the search engine in which your ad was found to ask that these ads be removed immediately and permanently.

3.3 In addition, You may not:

(a) Intercept searches to redirect traffic through an installed software, thereby causing pop-ups, commission tracking cookies to be put in place or other commission tracking cookies to be overwritten where a user would under normal circumstances have arrived at the same destination through the results given by the search;

(b) Set commission tracking cookies through loading of merchant site in iFrames, hidden links and automatic pop-ups that open merchant.com's site;

(c) Target text on web sites, other than those web sites 100% owned by the application owner, for the purpose of contextual marketing; or

(d) Remove, replace or block the visibility of retailer banners with any other banners, other than those that are on websites 100% owned by the owner of the application.

(e) Publish any of the written content and images that appear on PureHempBotanicals.com without written permission.

SECTION 4 – ACCEPTED USES

4.1 You represent to the Company that all content You use on your site(s) is solely owned by You or provided by You with the express authority of the company You represent, does not infringe upon any other individual's or organization's rights (including, without limitation, intellectual property rights) and is not defamatory, libelous, unlawful or otherwise objectionable. As previously stated, you shall not provide, promote, distribute, place, or otherwise publish as a Retailer any content, or Web site that includes content, which is libelous, defamatory, obscene, pornographic, abusive, fraudulent, or violates any law. As the Company may not review all information provided by You, You shall remain solely responsible for Your content and Web site.

4.2 Links may not be placed in newsgroups, unsolicited e-mail, ICQ, banner networks, counters, chat rooms or guestbooks. Any Link placed must be done in such a way that it is not misleading to any Visitor and done with the intention of delivering valid sales to the Company.

4.3 YOU MAY NOT ADVERTISE THE COMPANY OR ITS PRODUCTS BY WAY OF ANY THERAPEUTIC CLAIMS, ANY CLAIMS THAT THE COMPANY'S PRODUCT IS A SMOKING CESSATION DEVICE, OR ANY UNSUBSTANTIATED HEALTH CLAIMS. YOU SHALL COMPLY WITH ANY GUIDELINES NOTIFIED TO YOU FROM TIME TO TIME CONCERNING THE COMPANY'S STANDARDS (INCLUDING THE AVOIDANCE OF UNAUTHORIZED CLAIMS).

4.4 ANY VIOLATION OF THIS ACCEPTED USE SECTION MAY RESULT IN POTENTIAL LOSS OF COMMISSIONS.

4.5 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN THE EVENT THAT YOU ARE IN BREACH OF ANY PROVISION OF THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO ANY PROHIBITION AND/OR WARRANTY) THE COMPANY MAY (1) TERMINATE THIS AGREEMENT BY GIVING YOU TEN (10) DAYS WRITTEN NOTICE; AND/OR (2) DISABLE YOUR ACCOUNT WITH IMMEDIATE EFFECT WITHOUT NOTICE.

4.6 In addition, you hereby consent to the Company monitoring, recording, using, and disclosing information about Your site and visitors to Your site that We obtain in connection with Your links to our site and from monitoring, crawling, and otherwise investigating Your site to verify compliance with this Agreement.

SECTION 5 – RESPONSIBILITY FOR YOUR SITE

5.1 You will be solely responsible for Your site, including its development, operation, and maintenance and all materials that appear on or within it.

5.2 For example, You will be solely responsible for the technical operation of Your site and all related equipment; displaying special links and content on Your site in compliance with this Agreement and any agreement between You and any other person or entity (including any restrictions or requirements placed on You by any person or entity that hosts Your site); creating and posting, and ensuring the accuracy, completeness, and appropriateness of materials posted on your site (including all product descriptions and other product-related materials and any information You include within or associate with special links); using Your site and the materials on or within Your site in a manner that does not infringe, violate, or misappropriate any of the Company's rights or those of any other person or entity (including copyrights, trademarks, privacy, publicity, or other intellectual property or proprietary rights); disclosing on Your site accurately and adequately, either through a privacy policy or otherwise, how You collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including the Company and other advertisers) may serve content and advertisements, collect information directly from visitors, and place or recognize cookies on visitors' browsers; and any permitted use that You make of the Company's intellectual property.

5.3 The Company shall have no liability for the aforementioned matters or for any of Your end users' claims relating to these matters, and You hereby agree to defend, indemnify, and hold Us, Our retailers and licensors, and Our and their respective employees, officers, directors, and representatives, harmless from and against all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) relating to: (a) Your site or any materials that appear on Your site, including the combination of Your site or those materials with other applications, content, or processes; (b) the use, development, design, manufacture, production, advertising, promotion, or marketing of Your site or any materials that appear on or within Your site, and all other matters described in this section; (c) Your use of any Content, whether or not such use is authorized by or violates this Agreement or violates applicable law; (d) Your

violation of any term or condition of this Agreement; or (e) Your or Your employees' negligence or willful misconduct.

SECTION 6 – SPAM, TELEMARKETING AND FTC REQUIREMENTS

6.1 Under no circumstances shall You send commercial electronic mail messages as defined in the new Federal spam law, the CAN-SPAM Act of 2003, 15 U.S.C. 7701. et seq (the "Act"), (see also, Telephone Consumer Protection Act of 1991 and the Federal Trade Commission's Telemarketing Sales Rule) with respect to the Company's retailer Program. For clarification, this does not prohibit You from sending transactional or relationship messages as defined in the Act. The Company shall have the right to collect, withhold, or cancel any and all compensation related to the content You send via commercial electronic mail messages.

6.2 In addition to SPAM, the Company expressly prohibits the scraping of email addresses from the Company's Web site(s) and expressly opts out of receiving commercial electronic mail messages to the Company's domain email addresses that were obtained in violation of the foregoing or by use of automatic address-generation software.

6.3 You shall fully comply with the federal Telephone Consumer Protection Act of 1991 and the Federal Trade Commission's Telemarketing Sales Rule.

6.4 You shall give notice to the Company of any contact by, inquiry from, inspection or investigation by any governmental entity in which the Company or the Company's products are mentioned, directly or indirectly. Said notice shall be given within seventy-two (72) hours of Your becoming aware of such information.

6.5 You acknowledge that the Company places great emphasis upon ethical marketing. Consequently You shall ensure that Your marketing in respect of the retailer Program is honest and transparent. In particular, You shall comply with all relevant rules, regulations and guidelines of the Federal Trade Commission.

SECTION 7 – MINIMUM ADVERTISING ADVERTISER PRICE POLICY

Pure Hemp Botanicals has determined that in order to better compete against existing competitors it must exercise a greater degree of control over the distribution of its products. Therefore, all sales of Pure Hemp Botanicals products will be subject to this Policy. This Policy has been unilaterally adopted and will be enforced strictly and uniformly.

Advertisements and offers to sell that do not include a particular price, but require further action that implies a price that is lower than the Minimum Advertised Price violate the MAP Policy. Examples of such unauthorized advertisements include "drop in cart" pricing, "add to cart" pricing, "click to see" pricing, and discount coupon pricing. Also prohibited are advertisements that indicate that discounts may be available when a customer takes specific action that goes beyond buying the product, such as "special price option" or "name your price."

Advertisements and product listings on your site must be of equal or higher value (price) than what the current price of the congruent product is on Pure Hemp Botanicals.

To assure fair business practices, we will strictly enforce this policy. Violations of this MAP Policy will include termination of our business relationship with a customer. On the first offense there will be a written notice counseling any customer that disregards this policy. Any customer who violates the policy a second time, within one year of receiving a written notice of a first violation, will be terminated.

Pure Hemp Botanicals will not discuss any conditions of acceptance related to this Policy, as it is non-negotiable and will not be altered for any dealer. In addition, Pure Hemp Botanicals neither solicits, nor will it accept, any assurance of compliance with this Policy. Nothing in this Policy shall constitute an agreement between Pure Hemp Botanicals and any reseller that the reseller will comply with this Policy.

SECTION 8 – DISCLOSURE OF RELATIONSHIP WITH THE COMPANY

Identifying Yourself as a retailer or reseller of Pure Hemp Botanicals products. You will not misrepresent or embellish the relationship between the Company and You (including by expressing or implying that We support, sponsor, endorse, or contribute to any charity or other cause), or express or imply any relationship or affiliation between the Company and You or any other person or entity except as expressly permitted by this Agreement. You must, however, clearly state the following statement, or one similar in form and substance, on your site: This is a retailer or reseller supported Web site.

SECTION 9 – INDEMNIFICATION

You agree that the Company, although the provider of the retailer Program, has no responsibility or liability as a result of Your placement of authorized Links from Your Web site, and You, expressly agree to indemnify, defend, and hold harmless the Company and its retailers, officers, directors, employees, and agents from and against any and all liability, claims, losses, damages, injuries, or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to any Your misrepresentations, violations of any applicable and governing laws and regulations, the breach of any representation, warranty, or covenant made by retailer herein, or any claim related to retailer's site.

SECTION 10 – OWNERSHIP AND LICENSES

11.1 You, the retailer, are granted a non-exclusive, limited, revocable right to use the Company provided trademarks and banners in accordance with the terms and conditions of this Agreement. All images, technology and content provided for Your use is and shall remain the sole property of the Company, and no part thereof shall be deemed assigned or licensed to You except as explicitly provided for herein. All intellectual property rights, including trademarks, copyrights, patent rights, or applications, trade names, and service marks related to the foregoing shall remain the Company's sole property, including rights in and to any derivatives thereof. You may not modify the trademarks, banners, the content or any of the images provided to You in any

way. You must remove any Company trademarks, and banners from Your site that the Company deems obsolete for any reason, at our request.

11.2 The Company may immediately terminate Your license to use the marks if the Company reasonably believes that such use dilutes, tarnishes, or blurs the value of its marks. You shall not make or create any environmental associations with the Company's trademarks. Additionally, you shall not use the Company's trademarks as a noun (except for the normal use as a proper noun) or a verb. You acknowledge that Your use of the marks will not create in You, nor will You represent that You have, any right, title, or interest in or to the marks other than the license granted by the Company set forth above. You will not challenge the validity of or attempt to register any of the marks or Your interest therein as a licensee, nor will You adopt any derivative or confusingly similar names, brands, or marks or create any combination marks with the marks. You acknowledge the Company's ownership and exclusive right to use the marks and agree that all goodwill arising as a result of the use of the marks shall inure to the benefit of the Company.

SECTION 11 – INFORMATION AND PRESS RELEASES

The Company's Site may contain interviews, discussions, press releases, and other information (collectively the "Information") about the Company, Our business and Our services, including links to third-party Web sites that contain such Information, which are being provided as a convenience to visitors of the Web site. While all Information prepared by the Company was believed to be accurate as of the date prepared, We disclaim any duty or obligation to update any Information. Statements concerning companies other than the Company that are contained in any such Information should not be relied upon as being provided or endorsed by Us. The opinions expressed in any Information, including by employees and agents of the Company, are solely those of the author(s) and do not necessarily reflect those of the Company.

SECTION 12 – OUR RELATIONSHIP

This Agreement does not create any relationship of principal and agent, partners, joint venturers, employer and employee, fiduciary, or similar relationship between the parties. You are not authorized to make any promise, warranty, or representation on behalf of the Company or obligate or attempt to obligate The Company in any manner whatsoever. You shall not represent to any person that You are the agent of the Company, nor fail to correct any misunderstanding as to such status.

SECTION 13 – DISCLAIMER

The Company makes no warranties, representations or conditions with regard to the retailer Program or any services provided hereunder, whether express or implied, arising by law or otherwise, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

SECTION 14 – PUBLICITY

You shall not issue or make any publicity release (including press releases and advertising or solicitation materials) or other public statement: (i) relating to this Agreement; (ii) using the Company's name or referencing the Company's products; or (iii) suggesting or implying any endorsement by the Company of You without the prior written approval of the Company, which the Company may withhold at its sole discretion.

SECTION 15 – CONFIDENTIALITY & NON-DISCLOSURE OBLIGATIONS

16.1 In connection with this Agreement, the Company may disclose to You and/or You may otherwise receive or have access to sensitive, confidential, and/or proprietary information of the Company and/or its owners, parent companies, subsidiaries and/or retailers (collectively the "Group Companies"), including, but not limited to (a) the identities of other retailers or vendors of the Company and/or its Group Companies (collectively, the "Company Clients"); (b) physical and data security information; (c) technical data; (d) The Company's and/or its Group Companies' marketplace statistics and sales data; and/or (e) know-how or business information relating to business processes, methods, or marketing strategies (collectively, "Confidential Information"). Except as required to perform Your obligations under and in accordance with the terms of this Agreement, You shall not (i) disclose the Confidential Information to any person or entity, or (ii) use the Confidential Information (whether for Your own benefit or the benefit of any other person or entity), without the express prior written consent of the Company. You shall not use any Confidential Information for the purpose of soliciting, or to permit any others to solicit, the Company's Clients to subscribe to any other services or promote the sale of any product which competes, either directly or indirectly, with the Company.

16.2 The Company does not invite and cannot accept any ideas or information You consider to be confidential and/or proprietary. Except with respect to Your personally identifiable information, any suggestions, submissions, comments, ideas, concepts, know-how, techniques material or feedback conveyed, offered, or transmitted by You to the Company, or otherwise in connection with the Company's products (collectively, the "Submissions"), shall be deemed to be non-confidential and non-proprietary and the Company shall have no obligation of any kind with respect to such Submissions, unless otherwise expressly agreed to in a writing executed and delivered by You and a duly authorized officer of the Company. The Company also reserves the right to disclose Your personal information where it is required to do so as a result of unlawful activity on Your part (for example an infringement of a third party's intellectual property rights). You hereby grant to the Company and its licensees a worldwide, perpetual, non-exclusive, fully-paid, royalty-free, transferable right and license, with right to sublicense, to reproduce, publicly display, distribute, and perform, transmit, edit, modify, create derivatives works of, publish, sell, commercially exploit, use, and disclose the Submissions for any purpose and in all forms and all media whether now known or to become known in the future. The Company shall have no obligation to compensate You for any such Submissions in any manner. Your Submissions shall not contain any unlawful, threatening, abusive, false, libelous, defamatory, obscene, pornographic, profane, or otherwise infringing or objectionable content or material of any kind. You are and shall remain solely responsible for the content of any Submissions You

make and acknowledge that the Company is under no obligation to respond to or use any Submission You may provide.

SECTION 16 – WAIVER

The waiver or failure by the Company to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. The rights and remedies of the Company set-forth in this Agreement are cumulative and are in addition to any rights or remedies the Company may otherwise have at law or equity, except with respect to any sole and exclusive remedies expressly provided for herein.

SECTION 17 – ASSIGNMENT

The Company may freely assign or transfer any or all of the rights and obligations described under this Agreement without Your consent and without notice to You. You may not assign this Agreement or any of Your rights and duties hereunder without the prior written consent of the Company. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 18 – NOTICES

Except as otherwise expressly provided herein, any notice, request, approval, authorization, consent, demand, or other communication required or permitted to be given or made pursuant to this Agreement shall be in writing and shall be deemed given on the earliest of: (i) actual receipt, irrespective of the method of delivery; (ii) the time of transmission if sent by facsimile, as evidenced by facsimile transmission report, (iii) the time of transmission if sent via email, as date stamped by the sending Party's systems; (iii) on the delivery day following dispatch if sent by express mail (or similar next day air courier service); or (iv) on the sixth (6th) day after mailing by registered or certified United States mail, postage prepaid and addressed to the last address provided by a party.

SECTION 19 – SEVERABILITY

If any provision of this Agreement is declared or determined by any court to be unenforceable or invalid: (i) the validity of the remaining parts, terms, or provisions shall not be affected by that determination; (ii) the unenforceable or invalid part, term, or provision shall not be deemed to be part of this Agreement; and (iii) such court may substitute a provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision.

SECTION 20 – GOVERNING LANGUAGE

This Agreement is in English and any and all disputes between the parties shall be resolved in English. You understand and acknowledge that any foreign language services provided by the Company are for informational purposes only and it is your obligation to obtain independent legal advice at Your own expense to ensure You understand the terms of this Agreement.

SECTION 21 – GOVERNING LAW

This Agreement is governed and construed in accordance with the laws of the State of Colorado without giving effect to conflict of law. The application of the United Nations Convention on the International Sale of Goods is expressly excluded. YOU HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, CLAIM, OR COUNTERCLAIM ARISING UNDER OR IN RELATION TO THIS AGREEMENT.

SECTION 22 – ARBITRATION

In the event any controversy or claim arises out of this Agreement and cannot be settled by the Parties, such dispute shall be resolved by arbitration only in accordance with the then current rules of the American Arbitration Association or the International Chamber of Commerce, in Miami, Florida, and judgment upon the award shall be entered into any court having jurisdiction thereof.

SECTION 23 – EQUITABLE ACTIONS

You acknowledge and agree that any breach or threatened breach of Section 16.1 of this Agreement may cause immediate and irreparable harm to the Company which would not be adequately and fully compensated by money damages and that the Company may seek injunctive relief, specific performance, and/or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond or other security. Notwithstanding any other provision of this Agreement, any such relief may be sought in the state or federal courts of the State of Colorado or any other court of competent jurisdiction anywhere in the world (at the Company's sole discretion), and, You hereby consent to the jurisdiction of any such court and waive any objection to venue laid therein. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

SECTION 24 – ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive agreement between the parties relating to the subject matter hereof. It supersedes all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this subject matter. The Company reserves the right to change, alter, modify and/or amend this Agreement at its discretion and at any time upon thirty (30) days notice. When the Company amends this Agreement, the Company shall make reasonable efforts to provide You with general, not specific, notice of such changes via email, newsletter, or posting a conspicuous announcement on the Company's Web site of such changes or amendments.

SECTION 25 – OPPORTUNITY TO CONSULT WITH LEGAL ADVISORS

You represent that You have had full opportunity (i) to read this Agreement, (ii) to obtain guidance or advice of Your own legal counsel, and (iii) to communicate with the Company concerning any comments or questions about Your understanding of this Agreement.

