

## **Liquid Therapy Innovations WHOLESALE AGREEMENT**

This Liquid Therapy Innovations Wholesale Agreement (“Agreement”) is between Liquid Therapy Innovations and the entity that has checked the “Register” box (“Customer”). This Agreement describes the terms under which you may use this website (“Website”). By checking the “Register” box you are agreeing to comply with and be bound by all the terms of this Agreement.

You represent that you are a natural person over eighteen (18) years of age and are authorized to enter this agreement with binding effect on behalf of the business on behalf of which you created an account.

Liquid therapy innovations may change this agreement and Liquid Therapy Innovations' privacy policy from time to time, and post those changes here. Liquid therapy innovations shall post such changes at least thirty (30) days before such changes become effective, unless such changes are in response to a change in law, judicial order, or an urgent change in Liquid Therapy Innovations' business, in which a shorter period may apply. Customer must agree to any such changes as a condition of this agreement.

### **Products and Sales**

**Products.** Liquid Therapy Innovations shall offer to you from time to time certain products offered under the Liquid Therapy Innovations or other brands (collectively, “Products”). Products are offered in different strengths and in different packages, and at various prices (“Prices”) as stated on the Website. Liquid Therapy Innovations may change Products and Prices from time to time, and post those changes on the Website.

Custom products requests, made through “Make-Your-Own CBD Strips” will be reviewed by the Liquid Therapy Innovations team. After this initial review, the project will be outlined in a custom project contract and a quote will be provided. If Liquid Therapy Innovations and the Customer decide to move forward with the project, the customer will be charged a one-time research fee, all applicable R&D expenditure, and an hourly fee for product testing in our lab. If the requested changes cannot be reasonably achieved within five (5) test runs, Liquid Therapy Innovations retains the sole right to abandon the project. Price to Customer and MSRP will be determined at the end of the project based on various factors including costs of production, product features, and dose; and subject to customer approval.

**Registration and Accounts.** In order to purchase Products, you must first register with Liquid Therapy Innovations. You may register with Liquid Therapy Innovations and create an account on behalf of the business you lawfully represent (“Account”) by fully and accurately completing the sign up page, and providing to Liquid Therapy Innovations such fully accurate information as Liquid Therapy Innovations may reasonably require, including without limitation Customer’s business tax ID number and/or wholesale tax certificate demonstrating that Wholesales is a legitimate business entity (collectively, “Wholesaler Information”); Customer agrees to keep all Wholesaler Information updated and correct. Customer’s Account is personal to Customer, and Customer is solely responsible to ensure that Customer’s Account is used only by Customer and in a manner consistent with this Agreement. Customer agrees to keep Customer’s user name and password confidential, and not allow any third party to use such user name or password. Customer agrees to indemnify and defend Liquid Therapy Innovations from and against any losses or liabilities arising from any disclosure or misuse of Customer’s user name or password.

**Purchases.** Customer may purchase Products from the Website by completing the order form present on the Website, and providing a valid credit card number, unless other terms have been agreed by Liquid Therapy Innovations in writing. Liquid Therapy Innovations will use its commercially reasonable efforts to fill each order (“Order”) promptly, but makes no representation that any Order will be filled, or filled

by any particular date. Prices will not include shipping and handling, and Customer's payment of Prices and all shipping and handling costs and fees is a condition to filling any Order. Liquid Therapy Innovations has no minimum volume order requirement for boxes of standard products with standard foil. For product orders featuring foil designs and/or unique flavors, colors and/or formulas unique to the Customer, the order quantity of each such unique product variation is fixed at 60 boxes. Customer are able to place multiple orders of product variations with these unique features, however each must be done so in quantities of 60 boxes per product variation. Customers may be able to place orders with these features for more or less than this amount in the future; or upon request.

**Shipment.** Liquid Therapy Innovations will ship Products via a commercially reasonable method selected by Liquid Therapy Innovations. Delivery of Products will be made to the address specified in the corresponding Order. All shipments of Products are made DDP (Incoterms, 2010), are deemed accepted by Customer upon delivery to Customer's facility, and Customer hereby waives all right of rejection.

**Payment Terms.** The Customer shall make payments to Liquid Therapy Innovations through a deposit equal to 50% of the total order price. At such time Liquid Therapy Innovations will begin processing the order. The Customer shall pay the remaining balance within twenty-one (21) calendar days of order fulfillment with correct shipment tracking number input into Customer's online portal. Interest will be charged on all overdue accounts at 2% monthly (24% annually).

Payment is due in full pre order production for all custom orders featuring a custom foil design, unique color, flavor or formula. Any outstanding balance on past orders must be paid before Liquid Therapy Innovations processes any such custom orders.

**Guarantee.** Liquid Therapy Innovations is committed to providing excellent products and services. We stand behind the products we manufacture and guarantee that they are brand new, authentic, consistent with all labeling and in original packaging.

**Returns, Refunds and Exchanges.** See our return policy.

**End User Sales Only.** Customer hereby represents and warrants that Customer shall sell Products from Customer's "brick and mortar" retail physical locations or an e-commerce site approved by Liquid Therapy Innovations (and not via any marketplace website such as Amazon, e-bay, Groupon or Jet or other similar sites) and that you will sell Products solely to third parties for their own use in the United States, and in no event to any other reseller, including any other retailers or wholesalers, or to any party who may transport Products outside the United States. Customer agrees that Customer will offer the Products for sale only where it is lawful to do so. Customer agrees that it will not offer Product for less than Liquid Therapy Innovations Minimum Advertised Pricing of \$2.25 per strip. Customer understands and agrees that the foregoing obligations are material terms of this Agreement, and where Liquid Therapy Innovations has determined that Customer has breached any such obligation, Liquid Therapy Innovations may immediately terminate this Agreement and refuse to fill Customer's Orders.

**Intellectual Property/Use of Liquid Therapy Innovations' Name.** Customer understands that "Liquid Therapy Innovations" and any variations thereof and all of our products are proprietary to Liquid Therapy Innovations and Customer agrees that it will not engage in any act or omission that violates Liquid Therapy Innovations intellectual property rights, including using "Liquid Therapy Innovations" as part of Customer's company name or using any parts of the Liquid Therapy Innovations website. Customer may identify itself to the public as a seller of Products, and may not disclose the nature of its relationship with Liquid Therapy Innovations without written consent from the Liquid Therapy Innovations board. Liquid Therapy Innovations may also provide Customer with access to our product canonical descriptions and links for use on its website, if any, upon Customer's request and in Liquid Therapy Innovations' sole

discretion.

**Warning.** Liquid Therapy Innovations Products are not intended for use by persons under 18 years of age. End users should be advised to consult a physician before using any of our products if they are pregnant, have any medical condition including, but not limited to, strokes, high blood pressure, heart, liver, kidney or thyroid disease, diabetes, anemia, depression, anxiety, other psychiatric conditions, a family history of these or other medical conditions, or if taking any prescription, over the counter and/or any other medications.

**Disclaimer.** Product. Customer is advised, and should advise all end users, that any statements regarding the Products have not been evaluated by the Food and Drug Administration and that the Products are not intended to diagnose, treat, cure or prevent any disease in humans or pets. Customer should not use, and should advise end users not to use, any information obtained from Liquid Therapy Innovations to diagnose or treat any health problems or illnesses in humans or pets without consulting a doctor. Customer also understands that the Products listed on this website are not intended or to be used to treat any type of medical condition in humans or pets. Liquid Therapy Innovations will not be responsible for any claims Customer makes that are contrary to the foregoing.

**No Warranties.** Liquid therapy innovations provides the website, the products and all goods and services on an “as is” basis, without any warranty. Liquid therapy innovations hereby disclaims all warranties, express, implied, statutory, arising from course of deal, usage or trade, and including without limitation any implied warranties of merchantability, fitness for a particular purpose or non-infringement of third party rights or title. Liquid therapy innovations does not warrant that end users of its products will not test positive on drug tests, given that many such tests are not specific enough to differentiate between THC and CBD. Customer agrees that it shall not directly or indirectly pass along any warranty to any third party on behalf of liquid therapy innovations.

#### **Marketing and Indemnity.**

**Marketing.** Customer understands and agrees that Products are designed for human and, where indicated, pet, consumption, and Customer therefore agrees that in marketing of Products it shall provide complete and truthful information regarding Products, and shall sell Products solely to customers who may legally purchase Products under local law. Customer further agree: (a) not to adulterate or modify Products; (b) to sell Products only in their original containers and packaging; (c) to handle and store Products safely; (d) not to provide any Product that is unsafe or unfit for human consumption; and (e) not to make any claims with regard to Products that are not in full accordance with all applicable laws.

**Indemnity.** Customer hereby agrees to indemnify and hold Liquid Therapy Innovations (and Liquid Therapy Innovations’ officers, directors, agents, subsidiaries, joint ventures, licensees and employees), harmless from any liability, claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of any unlawful or false or misleading statements or actions by Customer, Customer’s breach of this Agreement, or Customer’s violation of any law or regulation, or the rights of any third party.

**Terms.** The term of this Agreement will continue until terminated by Customer or Liquid Therapy Innovations. Customer or Liquid Therapy Innovations may suspend access to Customer’s Account or terminate this Agreement at any time with or without notice and with or without cause. If Customer makes no purchases for a consecutive 90 day period, Customer’s account may be deactivated and Customer will need to contact a Liquid Therapy Innovations for approval to reactivate the account. The terms of this Agreement will remain in full force and effect after termination with respect to Orders and actions or omissions occurring before termination.

**Privacy Policy.** Liquid Therapy Innovations' privacy policy is hereby incorporated by reference into this Agreement. Customer should read the privacy policy and stay familiar with its terms.

**Limitation of Liability.** In no event shall Liquid Therapy Innovations be liable to customer or any party for any indirect, special, incidental, consequential or punitive damages, however and wherever arising. In no event shall the total liability of Liquid Therapy Innovations under this agreement or regarding the website exceed the greater of the amount customer paid for the corresponding products or one hundred dollars (\$100).

**Jurisdiction and Venue.** This Agreement shall be subject to the laws of the State of Delaware as apply to contracts entered into and performed in Delaware between Delaware residents and without regard to conflicts of laws principles. The State and Federal courts located in Kent County, Delaware, shall have sole jurisdiction over any dispute arising hereunder, and the parties hereby consent to the personal jurisdiction of such courts. You agree that: (i) the Website shall be deemed solely located in Delaware; and (ii) the Website is and shall be deemed a passive website that does not give rise to personal jurisdiction over Liquid Therapy Innovations, either specific or general, in jurisdictions other than Delaware. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed. In the event of litigation, the prevailing party shall be entitled to recover its attorneys' fees from the non-prevailing party. Any disputes will be resolved in the EU.

**General.** Neither this Agreement, nor any rights hereunder, may be assigned by operation of law or otherwise, in whole or in part, by Customer without the prior, written permission of Liquid Therapy Innovations. Any purported assignment without such permission shall be void. This Agreement may be assigned by Liquid Therapy Innovations in whole or in part without notice. Any waiver of any rights of Liquid Therapy Innovations under this Agreement must be in writing, signed by Liquid Therapy Innovations, and any such waiver shall not operate as a waiver of any future breach of this Agreement. In the event any portion of this Agreement is found to be illegal or unenforceable, such portion shall be severed from this Agreement, and the remaining terms shall be separately enforced. Customer's use of the Website shall at all times comply with all applicable laws, rules and regulations. This Agreement is the entire agreement between the parties with respect to this subject matter, and supersedes any and all prior or contemporaneous or additional communications, negotiations or agreements with respect thereto. Customer and Liquid Therapy Innovations agree that any cause of action by customer arising out of or related to this agreement must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

If you have any questions or comments about Liquid Therapy Innovations or this Agreement, you may contact

Liquid Therapy Innovations

Email: [info@liquidtherapyinnovations.com](mailto:info@liquidtherapyinnovations.com)