

## RESELLER AGREEMENT

This RESELLER AGREEMENT (the “**Agreement**”) is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”) by and between High End Confections, a limited liability company, (the “**Company**”), with office at 693 Raymond Avenue, St. Paul, MN 55118 and [INSERT NAME OF RESELLER], a [INSERT BUSINESS ENTITY (LLC, Corporation, LP, etc.)] with offices at INSERT ADDRESS (“**Reseller**”).

### RECITALS

**WHEREAS**, the Company is a producer of hemp-derived edibles industry.

**WHEREAS**, Reseller desires to market, sell and support the Product.

**WHEREAS**, the Company desires to appoint Reseller as an authorized reseller of the Product pursuant to the terms and conditions of this Agreement.

#### 1. Definitions.

The following definitions apply to capitalized terms in this Agreement. All other capitalized terms are defined in the body of the Agreement. The terms “days” and “months” refer to U.S. calendar days and months, rather than business days and business months, unless expressly noted.

1.1. “**Company IP Rights**” means any patent, copyright, trade secret, trademark, or other intellectual property right owned by the Company.

1.2. “**Company Technology**” means any and all of the following used by the Company in providing the Product: (a) the Product name, the Product logo, the Company domain name, the Site, service names associated with the Product, and other trademarks and service marks; (b) certain proprietary and third-party audio and visual information, documents, software, and other works of authorship; and (c) other proprietary and third party technology, hardware, products, processes, algorithms, user interfaces, know-how, trade secrets, and other Confidential Information, techniques, designs, inventions, and other tangible or intangible technical material or information.

1.3. “**Confidential Information**” means all confidential and proprietary information of a party (“**Disclosing Party**”) disclosed to the other party (“**Receiving Party**”), whether orally or in writing, that is either marked or designated as confidential or is identified in writing as confidential or proprietary within fifteen (15) days of disclosure to the Receiving Party; provided that the following shall be deemed to be Confidential Information even if not so marked or identified: the terms and conditions of this Agreement (including pricing and other terms reflected in all schedules hereto), the Disclosing Party’s Business and marketing plans, technology and technical information, product designs, and business processes, any information or materials with the name, sign, trade name, or trademark of the Disclosing Party, and any information that a reasonable person would deem confidential or proprietary given the nature of the information and the circumstances under which it is disclosed. Confidential Information does not include any item of information which (a) is or becomes available in the public domain without the fault of the Receiving Party; (b) is disclosed or made available to the Receiving Party by a third party without restriction and without breach of any relationship of confidentiality; (c)

is independently developed by the Receiving Party without access to the disclosing party's Confidential Information; or (d) is known to the recipient at the time of disclosure.

1.4. **"Documentation"** means any user documentation, on any media, provided by the Company with the Product.

1.5. **"Derivative Works"** means a revision, modification, translation, abridgement, condensation, or expansion of or addition to the Product or Documentation or any work that if prepared in violation of this Agreement or without the consent of the Company, would infringe the Company's IP Rights.

1.6. **"Product"** means any tangible or intangible goods, merchandise, or services offered for sale by the manufacturer or supplier, including but not limited to hemp derived edibles, as specified in Exhibit A. The term 'Product' shall include any related accessories, components, or add-ons reasonably necessary for the operation or use of the primary goods or services.

1.7. **"Price List"** means the Company's then-current price list for the Service (as may be modified by the Company from time to time), less any applicable discount as set forth in Exhibit A.

1.8. **"Purchaser"** means any person or entity that buys the Product solely for its own internal use.

1.9. **"Territory"** means the state of Minnesota, United States.

## 2. Ownership and Retention of Rights

Reseller acknowledges that in providing the Product, the Company may utilize Company Technology. As between Reseller and the Company, the Company owns all right, title, and interest in and to the Services, the Company Technology, and the Company IP Rights. Other than as expressly set forth in this Agreement, no license or other rights in or to the Services, the Company Technology, and the company IP Rights are granted to Reseller, and all such licenses and rights are hereby expressly reserved.

## 3. Appointment; Licenses.

3.1 License to Resell Product. Subject to the terms of this Agreement, the Company hereby grants to Reseller a non-exclusive, non-transferable, non-sublicensable, revocable, limited license, only in the Territory, to market and sell the Product in the Territory.

3.2 Internal Use License. Subject to the terms and conditions of this Agreement, the Company hereby grants to Reseller, a non-exclusive, non-transferable, non-sublicensable, revocable, limited license to use the Product only for internal business purpose on behalf of its Purchasers or potential Purchasers to (a) market Product, (b) demonstrate the Product to potential Purchasers, and (c) service and support Reseller's Purchasers.

3.3 Documentation License. The Company hereby grants Reseller a non-exclusive, non-transferable, non-sublicensable, revocable license to use the Documentation and to make a reasonable number of copies of the Documentation solely for its own business purposes to support Reseller's rights under Sections 3.1 and 3.2, **provided** that Reseller must reproduce and include the copyright notice and any other notices that appear on the original copy of the Documentation on any copies made by Reseller regardless of type of media.

3.4 Territory. The Company may modify the Territory upon not less than thirty (30) days' prior written notice to Reseller.

**4. Restrictions on Use.**

Reseller shall not (a) create or attempt to create by reverse engineering, disassembly, decompilation or otherwise, the Product, (or the underlying ideas, structure, or organization) or any part thereof, or aid or permit others to do so, except and only to the extent expressly permitted by applicable law; (b) remove or alter any trademark, logo, copyright, proprietary notices or markings, or other intellectual property in the Service; or (c) copy, modify, or create any Derivative Work of, the Service of any portion hereof.

**5. Pricing.**

5.1 Reseller Prices. For each Product ordered by Reseller, Reseller shall pay to the Company the Reseller price, which shall be the then suggested retail price set forth on the Price List, less any applicable Reseller discount as detailed in Exhibit A attached hereto.

5.2 Resale Price. Reseller is free to determine its own resale prices for sales of the Product. By way of reference only, the Price List shows the suggested retail price for sales of the Product.

5.3 Price Changes. The Company shall have the exclusive right, at any time upon thirty (30) days' prior written notice to Reseller, to change its prices or discounts or institute support and maintenance fees related to the Product, **provided** that such price changes will not apply to orders that were already accepted by the Company.

**6. Taxes.**

Reseller shall bear and be responsible for the payment of all taxes, including all applicable taxes in the Territory, associated with the purchase, sale, transportation, license or other table activity applicable to any Product (other than taxes based on the Company's net income) fees, duties, or other amounts, however designated, including value added and withholding taxes which are levied or based upon such charges, or upon this Agreement. Reseller shall pay all such Taxes unless Reseller presents the Company with an exemption certificate acceptable to the taxing authorities.

**7. Reseller Responsibilities.**

7.1 Best Efforts. Reseller shall use its best efforts to (a) market, advertise, and otherwise promote and sell the Product in its store (b) perform its obligations under this Agreement in a timely and professional manner, and (c) further and preserve the goodwill and reputation of the Company and the Product.

7.2 No Private Labeling. Reseller shall not private label or brand with Reseller's name or logo or that of a third party but may use Reseller's logo or brand together with the Company's branding and other identification provided that such use is not confusing to Subscribers or other third parties.

7.3 Compliance with Laws. Reseller shall be solely responsible for complying with all applicable laws and regulations in the Territory, or any nation, or political subdivision thereof,

in which it engages in business in performing its responsibilities herein. Reseller shall bear all expenses and costs related to compliance with any such laws and/or regulations.

7.4 Ordering and Forecasting. The Reseller shall provide the Company with accurate and timely product order forecasts to assist in production and inventory planning.

7.5 Problem Resolution. Reseller shall keep the Company informed within five (5) business days as to any problems encountered with the Product and as to any resolutions arrived at for those problems. Reseller shall communicate promptly to the Company any and all modifications, design changes, or improvements to the Product suggested by any person to Reseller. Reseller further agrees that the Company shall acquire any and all right, title, and interest in and to such suggested modifications, design changes, or improvements of the Product without the payment of any additional consideration to Reseller, its employees, its agents, or to any other person or entity.

7.6 Notice of Infringement. Reseller agrees to promptly notify, within a reasonable time, the Company of any known or suspected infringement or misappropriation of the Company's IP Rights that comes to Reseller's attention. All notices must be in writing and either addressed to the relevant party at its address set out in the preamble or sent via electronic mail at the following address: ranelle@highendconfectionsmn.com

7.7 Compliance. Reseller shall provide information as reasonably requested by the Company to ensure compliance by Reseller with the terms of this Agreement.

7.8 Indemnification. Reseller shall indemnify, defend, and hold the Company harmless from against any and all claims, liabilities, losses, damages, or judgments, including all reasonable legal fees and expenses related thereto ("**Claims**") (a) that arise from or are connected with the Reseller's sales of the Product not in strict accordance with this Agreement; (b) any misrepresentation or any breach of this Agreement by Reseller; or (c) from any third-party claim or action against the Company for injuries or damage to persons or property caused or claimed to have been caused by the negligent or intentional acts or omissions of Reseller personnel while in the course of performing work under this Agreement. Reseller's obligations under this Section are contingent upon (i) the Company giving prompt written notice to Reseller of any such claim (provided that later notice shall not relieve Reseller of its liability and obligations under this Section 7.9 except to the extent that Reseller is materially prejudiced by such later notice); (ii) the Company allowing Reseller to control the defense and any related settlement of any such claim, **provided** that Reseller shall obtain the Company's prior written consent before entering into any settlement which admits guilt or culpability on the part of the Company or requires the Company to take any action (such consent not to be unreasonably withheld); and (c) the Company furnishing Reseller with reasonable assistance in the defense of any such claim, so long as Reseller pays the Company's reasonable out-of-pocket expenses. The Company will have the right to participate in such defense at its own expense.

## **8. Orders; Payment; Delivery**

8.1 General Provisions. All orders for Product submitted by Reseller shall be in writing and sent to the Company at the address set forth on the signature page hereof or as the Company otherwise specifies ("**Purchase Orders**"). Purchase Orders may be placed by fax or e-

mail. All Purchase Orders are subject to acceptance by the Company. Purchase Orders shall contain the following: (a) name and address of firm or company; and (b) administrative contact name.

8.2 No Modifications of Terms. Nothing contained in any Purchase Order, acknowledgement, or invoice shall in any way modify the terms or add any additional terms or conditions to this Agreement.

8.3 Payment Terms. Unless otherwise provided herein, all payments will be due upon delivery unless otherwise discussed and outlined and shall be made in U.S. Dollars. Reseller shall pay interest on all amounts not paid when due at the maximum statutory amount per month. The Company reserves the right to change payment terms at any time if, in the Company's opinion, Reseller's financial condition or payment record so warrants.

8.4 Purchase Orders; Acceptance. A Purchase Order shall not bind the Company until the Company accepts the Purchase Order in writing (e-mail being an acceptable form of writing). The Company may accept or reject any Purchase Order in its sole discretion. The Company shall use reasonable efforts to notify Reseller within (5) days of receipt by the Company of a Purchase Order of the acceptance or rejection thereof. The receipt or deposit by the Company of a pre-payment shall not constitute acceptance of a Purchase Order. Any pre-payment received from Reseller shall be returned if the Company does not accept the order.

8.5 Reseller's Acceptance of Orders. Reseller shall not accept orders for Product in the Company's name nor under terms varying from those established hereunder.

## 9. **Term and Termination.**

9.1 Term. This Agreement shall become effective as of the Effective Date and shall remain in effect for one (1) year (the "**Initial Term**") and shall be automatically renewed thereafter on a year-to-year basis (each a "**Renewal Term**", and together with the Initial Term, the "**Term**"), unless either party shall give the other party not less than thirty (30) days' written notice of its intention not to extend this Agreement prior to the expiration of the then-current Term.

9.2 Termination for Cause. If one party defaults in the performance of any material provision of this Agreement (which shall include Sections 9 (Reseller Responsibilities) and 9.3 (Payment Terms)), then the non-defaulting party may give written notice to the defaulting party that this Agreement shall be terminated unless the default is remedied within thirty (30) days (ten (10) days in the case of a payment default). If the non-defaulting party gives such notice and the default is not remedied during such thirty (30) day period (or ten (10) day period in the case of payment default), then this Agreement shall be automatically terminated at the end of that period.

9.3 Termination for Insolvency. Either party shall have the right to terminate this Agreement, without notice, upon (a) the institution by or against the other party of insolvency receivership or bankruptcy proceedings or any other proceedings for the settlement of the other party's debts, (b) the other party's making an assignment for the benefits of creditors, or (c) the other party's dissolution or ceasing to do business.

9.4 Effects of Termination. Upon termination or expiration of this Agreement for any reason whatsoever, Reseller shall immediately (a) cease all use or sales of the Product; (b) discontinue any use of the name, logo, trademarks, service marks, or slogans of the Company

and the Product; (c) discontinue all representations or statements from which it might be inferred that any relationship exists between Reseller and the Company; (d) cease to promote, solicit orders for or procure orders for the Product (but Reseller shall not act in any way to damage the reputation or goodwill of the Company or the Product); and (e) promptly return all Confidential Information and related materials to the Company in accordance with Section 12.3 hereof.

## 10. Relationship of the Parties.

10.1. Independent Contractors. The relationship of the Company to Reseller by this Agreement is that of independent contractor, and nothing contained in this Agreement or in the parties' performance thereof shall be construed to constitute the parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking.

10.2. Non-exclusive Relationship. Nothing in this Agreement shall be construed as limiting the Company's marketing or distribution activities or its appointment of other resellers, distributors, sales representatives, sub-resellers, licensees, or agents of any kind in any place.

## 11. Confidential Information.

11.1 Protection of Confidential Information. Reseller shall protect the Confidential Information of the Company from unauthorized dissemination and use the same degree of care as it uses to protect its own similar information, but not less than a reasonable degree of care. Reseller shall not disclose the Company's Confidential Information to third parties without the prior written consent of the Company. Reseller shall use the Company's Confidential Information solely for the purposes necessary to directly further the objectives of this Agreement and shall execute a document binding any of its employees or agents to the same level of confidentiality specified herein.

11.2 Permitted Disclosure. Notwithstanding any provision in this Agreement to the contrary, Company may disclose portions of Reseller's Confidential Information (a) to its lawyers who have a need to know such information and (b) pursuant to an order of a governmental agency or court of competent jurisdiction compelling disclosure, provided that Reseller shall be given reasonable advance notice of such impending disclosure.

11.3 Disposition Upon Termination. Upon the termination of this Agreement for any reason whatsoever, or upon the request of Company, Reseller shall return to Company or destroy, as specified by Company, all copies of the Confidential Information in Reseller's possession. Within five (5) days thereafter, Reseller shall provide the other party with a certificate, executed by Reseller or by an officer of Reseller, confirming that all copies of the Confidential Information have been returned to the other party or destroyed, as the case may be.

## 12. Trademarks and Service marks.

12.1 Trademark Ownership. Reseller acknowledges and agrees that the Company owns all the Company trademarks, service marks, logos, designs, and tradenames used with respect to the Product of the Company (the "**Marks**"), including the Marks identified in Exhibit B, and that any and all goodwill derived from the use of the Marks by Reseller hereunder inures solely to the benefit of the Company.

**Commented [RS1]:** Include an additional Exhibit (Exhibit B). In the exhibit call it ("Company Marks"), list out all marks (including the standard character and stylized versions of HIGH END CONFECTIONS).

12.2 Authorized Use of Trademarks. During the term, Reseller shall market the Product under the Marks. The Company reserves the right to change its Marks at any time. All advertising and other materials not provided by the Company in which the Marks are used shall be subject to the prior written approval of the Company, which approval will not be unreasonably withheld. Reseller shall not add to the Site any logo, marking, or information that has not been approved in advance by the Company in writing. Whenever the Marks are used, Reseller shall indicate that such Marks are the property of the Company. Reseller shall have the right to indicate to the public that it is an authorized Reseller of the Product and use (within the Territory) the Marks to advertise and identify the Product. The Company shall have the right to audit Reseller's use of the Marks for such purposes and require Reseller to modify such use as may be required by the Company.

12.3 Reseller Marks. Reseller shall use no trademarks, trade names, service marks, or other proprietary indicia in association with the Product other than the Marks, including any trademark or trade name owned by Reseller.

12.4 Defense of Trademarks. Reseller shall not at any time, whether during or after the Term, challenge, or assist others in challenging, the Company's Marks or other proprietary rights, or do, cause to be done, or tolerate any act or thing contesting or in any way impairing or tending to impair any said right, title, and interest of the Company. **Unless** requested to do so by the Company in writing, Reseller shall not register, directly or indirectly, any trademark, service mark, trade name, company name, or other proprietary or commercial name or right that is identical or confusingly similar to the Marks or any other Company IP Rights or that constitute translations thereof into the language(s) spoken within the Territory.

12.5 Right to use Reseller's Name. The Company shall have the right to indicate to the public that Reseller is a reseller of the Service on the Site and in other Company marketing collateral and use Reseller's name and logo to do so, subject to the prior approval of Reseller, which approval will not be unreasonably withheld.

### **13. Warranty and Liability.**

13.1 Warranty. Company warrants that for a period of 6 months from the date of delivery to the Customer in the Territory, the Product will be: (a) be of merchantable quality; and (b) be fit for their intended purpose.

13.2 Disclaimers of Warranties, Liability. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 14.1 HEREOF, THE COMPANY PROVIDES THE PRODUCT "AS IS" AND DOES NOT WARRANT ITS EFFECITVENESS, USEFULNESS, OR RELIABILITY. THE WARRANTY IN SECTION 14.1 IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WIRTTEN, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIEDWARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, PROVIDED, HOWEVER, THAT THE COMPANY DOES NOT WARRANTY THAT THE PRODUCT WILL BE ERROR FREE. IN NO EVENT SHALL THE COMPANY OR ITS AGENTS BE LIABLE TO RESELLER OR OTHER THIRD PARTIES FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, MULTIPLE, OR INCIDENTAL DAMAGES,

INCLUDING LOST PROFITS, BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

13.3 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ELSEWHERE, IN NO EVENT WHATSOEVER SHALL THE CUMULATIVE LIABILITY OF THE COMPANY OR AGENTS HEREUNDER EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO THE COMPANY HEREUNDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

13.4 Disclaimer of Other Representations. Reseller shall be responsible for providing a warranty and remedies (if any) directly to its Purchasers and shall not extend a warranty that exceeds or modified the limited warranty set forth in Section 14.1. All representations made or agreements executed by Reseller pursuant to this Agreement shall be Reseller's sole responsibility. Furthermore, each such agreement shall contain an acknowledgement by any third party that it is not relying on any representation or warranties made by the Company.

#### **14. Compliance with Applicable Laws.**

Reseller shall, at its own expense, comply with all applicable laws and make, obtain, and maintain in force at all times during the term of this Agreement, all filings, registrations, reports, licenses, permits and authorizations required under applicable law, regulation or order required for Reseller to perform its obligations under this Agreement.

#### **15. Miscellaneous.**

15.1. Entire Agreement. The provisions of this Agreement, including any Exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof, and this Agreement supersedes all prior agreements or representations, oral or written, regarding such subject matter. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.

15.2. Governing Law; Legal Actions. This Agreement shall be governed by the laws of Minnesota, as applied to agreement entered into and to be performed entirely within Minnesota without regard to the principles of conflict of laws Unless otherwise elected by the Company in a writing for a particular instance (which the Company may do at its sole option), the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and United States federal courts having within their jurisdiction the location of the Company's principal place of business. Both parties consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by Minnesota state or United States federal law. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

15.3. Notices. All notices under this Agreement shall be in writing and shall be delivered to the addresses set forth on the signature page of this Agreement. Notice shall be deemed to have been given upon: (a) personal delivery; (b) the first business day after sending notice via nationally recognized overnight courier; (c) three (3) business days after depositing

notice in the United States mail, sent certified mail return receipt requested; or (d) by e-mail that is return receipt requested. Notices to the Company shall be addressed to the attention of Ranelle Kirchner. Notices to [INSERT PARTY] shall be addressed to the attention of [INSERT PARTY]. Either party may change its address for notice by giving notice of such address change in the manner provided herein.

15.4. Assignment. Except pursuant to a merger or acquisition resulting in the acquisition of all or substantially all of the Company's assets or capital stock (in which case the Company may assign this Agreement without Reseller's consent), neither party may assign, delegate, sub-contract or otherwise transfer this Agreement or any of its rights and obligations hereunder, whether voluntarily, by operation of law or otherwise, without the other party's prior written approval.

15.5. No Waiver; Severability. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. The exercise by either party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. If for any reason a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

15.6. Injunctive Relief. The parties agree that any breach of this Agreement would cause irreparable injury to the injured party for which monetary damages would not be an adequate remedy and the injured party shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law.

15.7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

15.8. Force Majeure. Except for the obligation to make payments, nonperformance of either party shall be excused to the extent performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, pandemic, epidemic, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the non-performing party. In the event of a threatened default or default as a result of any of the above causes, the defaulting party shall exercise its best efforts to avoid and cure such default. In the event such an event prevents performance thereunder for a period in excess of ninety (90) days, then the non-defaulting party may elect to terminate this Agreement and/or cancel or suspend any Purchase Orders thereunder by a written notice to the defaulting party.

15.9. Construction. The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement requires other: (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to one gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and (e) references to "hereunder," "herein," or "hereof" relate to

this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation, or agreement, including this Agreement, shall be deemed to include such statute, rule regulation, or agreement as it may be modified, varied, amended, or supplemented from time to time,. The parties agree that this Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor or against either party and that ambiguities shall not be interpreted against the drafting party.

15.10. No Other Rights Conferred. Nothing contained in this Agreement shall be construed as conferring by implication, estoppel, or otherwise upon either party hereunder any license or other right except the licenses, rights, and uses expressly granted hereunder to a party hereto.

*[The remainder of this page has been intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

High End Confections, LLC

[RESELLER NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attn: \_\_\_\_\_

Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attn: \_\_\_\_\_

**EXHIBIT A**

PRODUCT, FEES, AND DISCOUNTS

Valid From: **INSERT DATE**

To: **INSERT DATE**

High End Confections                      Phone: (320) 250-5314  
693 Raymond Ave                         Fax:        DELETE IF NONE  
St. Paul, MN 55114                        Website: highendconfectionsmn.com

Product Name	Product Number	Description/Quantity	Unit Price	Suggested Retail Price

## **EXHIBIT B**

### COMPANY MARKS

**High End**  
CONFECTIONS

HIGH END CONFECTIONS

EDIBLES MADE HIGH END FOR YOU

EDIBLES MADE SIMPLE FOR YOU

EDIBLES MADE PURE FOR YOU