

JINX AUTHORIZED WHOLESALER AGREEMENT

JINX, Inc. (JINX) and Retailer hereby agree to the following terms, pursuant to which Retailer will purchase and sell products from JINX.

1. Retailer shall have the right to purchase products from JINX. JINX agrees to use reasonable efforts to provide such products, but has absolute discretion to refuse to fill any order at any time for any reasonable commercial reason.
2. The minimum amount for any opening order shipping to North America is \$2000 USD in shipped goods, shipping to all other destinations is \$2500 in shipped goods. The minimum amount for any reorders shipping to North America is \$1000 in shipped goods, shipping to all other destinations is \$2500 in shipped goods. Additional finishing beyond standard shelf product will incur additional costs. Additional finishing costs can be determined with a wholesale operations representative during account creation. In addition, a restocking fee of up to 15% may be applied for all cancelled orders or returned shipments.
3. JINX reserves the right to back-order/split-ship a purchase order if necessary. The HNX team strives to ship out orders within 2-3 business days but requests a 21 day ship window to fulfill all orders.
4. JINX's responsibility is limited to proof of delivery to carrier, at which time goods are the property of Retailer unless superseded by an alternate agreement. Proof of Delivery must be requested within 30 days of the invoice date.
5. Payment terms will be established upon new account application approval. Amounts past due are subject to a late payment fee of up to 1.5% percent per month.
6. Claims can be addressed to wholesale@HNX.com, and must be made within 10 days of Retailer's receipt of goods. HNX will issue credit only when discrepancies are supported by documentation (including photographs) that verifies such claims.
7. Returns will not be accepted without HNX's written consent; a Return Authorization (RA) number must be given by a HNX wholesale operations representative. Supporting documentation must accompany claims for style/color/size substitutions, overages, etc. Returned merchandise received without an RA number will be refused and returned to Retailer at Retailer's expense. Merchandise may not be returned more than two months from delivery.
8. Retailer shall be authorized to display and sell HNX products and related marketing materials provided by HNX throughout the term of this agreement. Retailer may also use marketing materials featuring JINX trademarks, designs, and/or logos created by Retailer provided that any such marketing materials are approved by JINX in writing prior to use. Any materials bearing HNX's trademarks, designs, logos, or copyrights shall be the sole and exclusive property of HNX.
9. This agreement shall begin on the date executed by Retailer, and terminate upon 15 days written notice by either party, or automatically upon the bankruptcy or insolvency of Retailer.

10. Retailer agrees to maintain the quality of the JINX brand through providing the highest quality customer service, ensuring that the display of HNX products is maintained at the highest level, and complying with all applicable laws and regulations. If HNX determines that any JINX Products sold to Retailer at any time have been resold or otherwise transferred by Retailer to any other dealer, wholesaler, intermediary, or agent of any other person or entity, foreign or domestic, without HNX's written consent, it may unilaterally terminate its relationship with Retailer. For the same reason, sales or advertising of the HNX Products online, including a Retailer who fails to comply, HNX will have the right to terminate this contract immediately.
11. Any HNX product ordered by Retailer shall be deemed in the possession of Retailer, and Retailer shall be responsible for any loss thereof, as soon as said product is placed in transport from JINX's loading dock unless superseded by an alternate agreement.
12. Except as stated in paragraphs 13 and 14, neither party shall be liable for any consequential, indirect, or punitive damages pursuant to this agreement, including but not limited to lost profits, business good will, or other monetary losses. Under no circumstances shall JINX be liable for any damages arising out of JINX's failure to fill any order in whole or in part.
13. Retailer agrees to defend and indemnify JINX, JINX's licensors, manufacturers, partners, officers, employees, and affiliates in the event of any claim, suit, demand, liability, loss, or other expense arising out of Retailer's performance of this contract, any actual or alleged act or omission by Retailer, or any material breach of the terms of this agreement by Retailer.
14. JINX agrees to defend and indemnify Retailer against any claim, suit, demand, liability, loss or other expense arising out of an actual or alleged product defect, or any material breach of this agreement by JINX.
15. Nothing in this Agreement is intended to create a partnership, joint venture, employment relationship, agency, or any other relationship between the Parties; nor shall either Party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor responsible for its own actions. Neither Party assumes the ultimate obligation with respect to excise or other taxes which may be imposed upon the other in connection with the transactions covered by this Agreement.
16. No account is permitted to sell JINX products via online marketplaces, such as Amazon, eBay, Newegg, Jet.com, Walma1t Marketplace, etc. without expressed written consent from JINX. Any Retailer who utilizes online marketplaces must disclose the channel and their storefront names to JINX. Retailers agree, represent, and warrant that they shall comply with the policies and procedures of such marketplace accounts and further agree to indemnify JINX for any and all violations of the same. In addition, JINX may from time to time provide Standard Retail Price and/or Minimum Advertised Pricing for products, or updates to the same. JINX reserves the right, in its sole discretion and without liability, to suspend and/or discontinue any retailer account not in conformity with such pricing or selling on said marketplaces without expressed written consent. Retailers selling via online marketplaces may purchase and promote JINX merchandise using its own retailer space, physical storefront, or online store.

17. Retailer hereby acknowledges that the Intellectual Property is the sole and exclusive property of JINX, Inc. and/or its licensors, and that JINX and JINX's licensors have the exclusive right to the use thereof on and in connection with the Products. (For purposes of this agreement, the term "Intellectual Property" shall mean and refer to any and all trademarks, copyrights, trade secrets, confidential information, signs, and/or packaging associated with or relating to the Products.) Retailer agrees that Retailer will not use the Intellectual Property for any reason except as allowed under this agreement. Such use shall not create any interest in the Intellectual Property by retailer, and said Intellectual Property shall remain the sole and exclusive property of JINX and/or JINX's licensors at all times.
18. his agreement cannot be assigned by Retailer for any reason. This agreement shall be binding on any successor to Retailer to the extent any authorized transfer does take place.
19. All disputes arising out of this agreement or the parties' relationship shall be filed in the County of San Diego, State of California, United States of America. Both Parties consent to venue in said court. Retailer hereby consents to said court exercising personal jurisdiction over it for the purposes of such litigation.
20. This law governing this Agreement shall be the laws of the State of California and of the United States of America.
21. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

Company Name (Please Print)

Authorized Signature

Date