

Wondercide Wholesale/Distribution Agreement

This Agreement contains the complete terms and conditions that apply to your participation as a Wholesale Customer/Distributor in the Wholesale/Distributor Program of Wondercide LLC, and the establishment of links from your Wholesale/Distributor website to our web site "Wondercide.com" as well as any participation in reselling Wondercide products regardless of the venue. As used in this Agreement, "we", "us", "our" or Wondercide LLC means Wondercide, LLC, "you" or "your" means the applicant, and "Product" means any and all items offered for sale by us on the Wondercide.com web site.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND WONDERCIDe LLC. BY CLICKING ON THE "Proceed" BUTTON IN THE WHOLESALE/DISTRIBUTOR PROGRAM APPLICATION FORM YOU ARE AFFIRMATIVELY STATING THAT YOU HAVE READ AND UNDERSTAND THE TERMS SET FORTH HEREIN AND ARE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS WHOLESALE/DISTRIBUTOR PROGRAM AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS HEREOF.

1. Enrolling in our Wholesale/Distributor Membership Program

To begin the enrollment process, you will submit a completed Wholesale/Distributor Membership Application via our web site. We will evaluate your application in good faith and will notify you of your acceptance or rejection. We may reject your application if we determine (in our sole discretion) that your site is unsuitable for the Wholesale/Distributor Membership for any reason, including, but not limited to, if your site incorporates images or content that is in any way unlawful, harmful, threatening, defamatory, obscene, harassing or racially, ethically or otherwise objectionable, such as sites that facilitate illegal activity, depict sexually explicit images; promote violence; promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; promote illegal activities or incorporates any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights (collectively "Content Restrictions").

Any Wholesale/Distributor Program applications which have an email address from a free service such as Yahoo, Hotmail, Gmail, etc., will be automatically rejected. You MUST provide an email address from your internet service provider or your own domain.

If a free email address is entered, your application will be automatically rejected. All Wholesale/Distributor applicants MUST provide a working phone number on the application as well as a working website URL if their method of marketing is via the internet. If the method of marketing is via a brick and mortar establishment, a valid street address and phone number are required.

2. Utilizing Our Information on Your Site

As a Wholesale Customer/Distributor ("Wholesale/Distributor "), we will make available to you applicable price lists, data feeds as they become available, product catalogs, shipping information and pricing, and product images. Upon request, we will also provide button links and/or text links to our site, containing Wondercide LLC's logo and words identifying Wondercide.com (these links sometimes being referred to herein collectively as "Links", or individually as a "Link"), which, subject to the terms and conditions hereof, you may display on your site. In utilizing the Links, you agree that you will cooperate fully with us in order to establish and maintain such Link or Links. All Affiliate Sites shall display such graphic images prominently throughout your site as you see fit and with our consent. You shall not alter, modify or expand the links in any way with our written consent. Each Link connecting users of your site to our site will in no way alter the look, feel or functionality of our site. We have the right in our sole discretion to monitor your site at any time to determine if you are in compliance with the terms of this Agreement.

3. Order Processing, Refunds, Product Guarantee, Pricing

The Wholesale Customer/Distributor will be responsible for collecting all information necessary from the end customer and for processing all orders and collecting all monies.

Wondercide will provide products to Wholesale Customers/Distributors upon said Wholesale Customers/Distributors placing an order through the Wondercide Wholesale/Distributor Membership shopping cart.

Wholesale Customers:

- a) Wholesale Customers are responsible for collecting all their own customer information, billing information and monies for any Wondercide products sold to a customer.
- b) Wholesale Customers are responsible for keeping all marketed products in stock by placing wholesale orders via their account as a Wondercide Wholesale Customer.
- c) Wholesale Customers are responsible for shipping at the Wholesale Customer's cost
- d) Wholesale Customers are responsible for refunding any/all monies for products returned by customer if you offer a refund policy; in addition, all products should be returned to the Wholesale Customer, not Wondercide.
- e) A minimum order of \$250 must be met per Wholesale order or the order WILL be cancelled and refunded without notice prior to cancellation. Orders can be replaced if meeting the minimum or replaced at regular retail prices if not meeting minimum.
- f) Wholesale Customers can set their own pricing levels to charge customers, but the price set cannot be lower than the prices posted on Wondercide.com at anytime or the Wholesale/Distributor Membership will be cancelled at our sole discretion.

- g) Returns
 - 1. We will accept product returns of unused merchandise in original state for up to 30 days from date of purchase.
 - 2. Refunds will be subject to a 25% restocking fee.
 - 3. Shipping costs are not refundable and return shipping with proper insurance is your sole responsibility.
 - 4. Refunds will be made using the same payment method as the original order.

- h) Wholesale customers are responsible for notifying Wondercide of any and all changes or additions to website URLs where Wondercide products are listed and/or promoted. You can notify us via email at warehouse@Wondercide.com.

4. Sales Methods and Venues

Wholesale Customers/Distributors may sell Wondercide products via websites, newsgroups, discussion boards, retail outlets, word of mouth, mail order, Pay Per Click (PPC) advertising, internet special interest groups, and/or as a part of a service offered in a brick and mortar establishment.

Wholesale Customers/Distributors:

- a) Must not use Wondercide, LLC, trademarked names, or any variation of said names, as part of their website name or domain name
- b) Must not use any of our product names, or any variation of said names, as part of their website name or domain name.
- c) Must not represent themselves, their business, their site or their service as Wondercide.
- d) Must not use Wondercide images in promotion of any product that is not found on the Wondercide website.
- e) May use some of our website content such as FAQ's or articles but cannot create duplicate looking site or copy our site exactly. Wondercide needs to be credited and this information can ONLY be used to promote Wondercide products and include subtext of article courtesy of Wondercide.com
- f) May utilize auction sites such as eBay/Amazon –provided such auction listings do not include the name Wondercide or any variations of trademarked registered names and product names in store names themselves.

Any violations of above terms will result in immediate suspension of Wholesale Customer/Distributor Membership and account.

5. Policies and Pricing

Customers who buy Product through the Wholesale/Distributor Membership will be deemed to be customers of Wondercide, LLC. Accordingly, all Wondercide LLC rules, policies, and operating procedures concerning customer orders, customer service, and sales will apply to those customers. We may change our policies and operating procedures at any time. For example, we will determine the prices to be charged for product sold under the Wholesale/Distributor Program in accordance with our own pricing policies. Product prices and availability may vary from time to time. Because price changes may affect items that you already have listed on your site, you may not include price information in your descriptions. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular product. You cannot sell Wondercide products for prices lesser than the MSRP or the sale price on Wondercide.com at anytime.

6. Non-Exclusive Limited License and Use of Wondercide LLC Logos & Trademarks.

We grant you a non-exclusive, non-transferable, revocable right to (i) access our site through links solely in accordance with the terms of this Agreement, and (ii) solely in connection with such links, to use our logos, trade names, trademarks and similar identifying material (collectively "Wondercide LLC Marks"), solely for the purpose of selling Product on your site for Wondercide LLC. You may not alter, modify or change the Wondercide LLC Marks in any way. You are only entitled to use the Wondercide LLC Marks to the extent you are a member, in good standing, of the Wholesale/Distributor Membership. You shall not make any specific use of any Wondercide LLC Marks for purposes other than selling Product for Wondercide LLC without first submitting a sample of such use to us and obtaining our prior written consent. You agree not to use the Wondercide LLC Marks in any manner that is disparaging or that otherwise portrays Wondercide LLC in a negative light. We reserve all of our rights in the Wondercide LLC Marks, and all other intellectual property rights. We may revoke the rights granted to you pursuant to this section at any time by giving you written notice. You shall obtain no rights in and to the Wondercide LLC Marks.

The rights granted to you pursuant to this section shall terminate upon the effective date of the expiration or termination of this Agreement.

7. Non-Exclusive Limited License and Use of Logos and Trademarks.

You grant us a non-exclusive license to utilize your names, titles, logos, and trademarks (collectively the "Affiliate Marks"), and to advertise, market, promote and publicize in any manner our rights hereunder. Notwithstanding anything herein to the contrary, we shall not be required to so advertise, market, promote or publicize. You hereby represent and warrant that you are the sole and exclusive owner of the Affiliate Trademarks and have the right and power to grant to us the license to use same in the manner contemplated herein, and such grant does not or will not (i) breach, conflict with or constitute a default under any agreement or other instrument applicable to you or

binding upon you, or (ii) infringe upon any trademark, trade name, service mark, copyright, or other proprietary right of any other person or entity. This license shall terminate upon the effective date of the expiration or termination of this Agreement. Additionally, we reserve the right to secure the highest position in pay-per-click and pay-per-position search engines and advertising sites by submitting a bid for URLs, or other search terms considered as trademarks, sales marks, service marks, registered trademarks, or registered URLs (or any variations or abbreviations of same) of Wondercide.com and Wondercide, LLC. At no time shall you submit bids or use other methods that would cause listings for your site to rank higher than Wondercide LLC rankings for trademarks, sales marks, service marks, registered trademarks or registered URLs (or any variations or abbreviations of same) of Wondercide LLC.

8. Publicity

You shall not create, publish, distribute or permit any written material that makes reference to us, without first submitting such material to us and receiving our written consent.

9. Responsibility for Your Site

You will be solely responsible for the development, operation and maintenance of your site and for all materials that appear on your site. We shall have no responsibility for the development, operation and maintenance of your site and for all materials that appear on your site. You hereby represent and warrant to us that materials posted on your site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights), and that materials posted on your site are not libelous or otherwise illegal. You must have express permission to use another party's copyrighted or other proprietary material. We will not be responsible if you use another party's copyrighted or other proprietary material in violation of the law. You agree to indemnify and hold Wondercide, LLC, its affiliates and partners harmless from any and all claims or causes of action arising from your improper use of any materials posted on your website.

10. Term of the Agreements

The term of this Agreement will begin upon our acceptance of your wholesale/Distributor Membership Application and will end when terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by giving the other party notice of termination. Notice by e-mail or written correspondence sent via First Class U.S. Mail, postage prepaid to your address on our records shall be sufficient notice for us to terminate this Agreement. Upon such notice, you agree to promptly destroy or return to Wondercide LLC all artwork pertaining to Wondercide LLC in your possession or control and you shall immediately remove from your site any or all Wondercide LLC Marks, links to the Wondercide.com site, and all references to Wondercide LLC and the Wondercide.com site.

11. Modification

We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion. Notice of any change by e-mail or written correspondence sent via First Class U.S. Mail, postage prepaid to your address on our records, or the posting on our site of a change notice or a new agreement, is considered sufficient notice for notifying you of a modification to the terms and conditions of this Agreement. Modifications may include, but are not limited to, changes in the scope of available commission fees, commission schedules, payment procedures, and a Wholesale/Distributor Membership rules. All such modifications shall take effect 48 hours after we serve notice as provided above, unless we indicate otherwise. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the Wholesale/Distributor Membership, following our posting of a change notice or new agreement on our site, will constitute binding acceptance of the change.

12. Relationship of Parties

You and Wondercide LLC are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section.

13. Limitation of Liability

We will not be liable for indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, the Wholesale/Distributor Membership, or Wondercide LLC's performance of services or of any other obligations relating to the Agreement, even if we have been advised of the possibility of such damages. The foregoing limitation of liability shall apply regardless of the cause of action under which such damages are sought.

14. Disclaimers

We make no express or implied warranties or representations with respect to the Wholesale/Distributor Membership or any Product or other items sold through the Wholesale/Distributor Program (including, without limitation, warranties of fitness for a particular purpose, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

15. Representations and Warranties

You hereby represent and warrant to us that this Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid and binding obligation, enforceable against you in accordance with its terms; and that the execution, delivery and performance by you of this Agreement are within your legal capacity and power; have been duly authorized by all requisite action on your part; require the approval or consent of no other persons; and neither violate nor constitute a default under the (i) provision of any law, rule, regulation, order, judgment or decree to which you are subject or which is binding upon you, or (ii) the terms of any other agreement, document or instrument applicable to you or binding upon you.

16. Confidentiality

We may disclose to you certain information as a result of your participation as part of the Wholesale/Distributor Membership, which information we consider to be confidential (herein referred to as "Confidential Information"). For purposes of this Agreement, the term "Confidential Information" shall include, but not be limited to, any modifications to the terms and provisions of this Wholesale/Distributor Membership Agreement made specifically for your site and not generally available to other members of the Wholesale/Distributor Membership, website, business and financial information relating to Wondercide LLC, customer and vendor lists relating to Wondercide LLC, and pricing and sales information for Wondercide LLC and any members of the Wholesale/Distributor Membership, other than you. Confidential Information shall also include any information that we designate as confidential during the term of this Agreement. You agree not to disclose any Confidential Information and that such Confidential Information shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by you for your own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public or if same is required by law or legal process. We make no warranty, expressed or implied, with respect to any information delivered hereunder, including implied warranties of merchantability, fitness for a particular purpose or freedom from patent, trademark or copyright infringements, whether arising by law, custom or conduct, or as to the accuracy or completeness of the information and we shall not have any liability to you or to any other person resulting from your or such third person's use of the information.

17. Indemnification

You hereby agree to indemnify, defend and hold harmless Wondercide LLC, its Members, Managers, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, demands, losses, liabilities, damages or expenses (including attorneys' fees and costs) of any nature whatsoever incurred or suffered by us (collectively the "Losses"), in so far as such Losses (or actions in respect thereof) arise out of, are related to, or are based on (i) any claim or threatened claim

that our use of the Trademarks infringes on the rights of any third party; (ii) the breach of any representation or warranty made by you herein; or (iii) or any claim related to your site.

18. Independent Investigation

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETITIVE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE WHOLESALE/DISTRIBUTOR MEMBERSHIP AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

19. Miscellaneous

This Agreement will be governed by the laws of the United States and the State of Texas, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Houston, Texas and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

20. Spyware and other Parasites

Any Wholesale Customer/Distributor suspected of a relationship, formal or informal, with any provider of spyware or parasitic software (as judged by any interference with the operation by design of Wondercide LLC and/or its partner sites) is subject to punitive actions by Wondercide LLC, without notice, including but not limited to: suspension of Wholesale/Distributor account; termination of Wholesale/Distributor account; and public notification of Wholesale Customer/Distributor's suspected malfeasance. Wondercide LLC encourages Wholesale Customers/Distributors to report suspicions of such relationships.

21. PPC (Pay Per Click) Bidding Rules

While we do not mind our reseller partners bidding on keywords to get to our products and site, we do have conditions which must be met in order to bid on our trademarked company or product names.

Bidding on our product names is not permitted except under the following conditions:

1. You must advertise the specific product on which you are bidding on your website.
2. All Pay Per Click clicks/traffic must take the end user to your website.
3. You may not use any product name in the ad title or description.
4. You may not advertise pricing lower than ours.
5. You must follow all pricing policies.
6. You may not bid on any keywords for positions 1 through 3.
7. You may not use any marketing or promotional language, such as "On Sale Now", "Save X%", "free shipping" or anything that puts the ad in direct competition with us.
8. You cannot claim to be the "Official Site" or similar designation.

Bidding on our company names is not permitted except under the following conditions:

1. You may not bid on the terms "Wondercide" or "Wondercide.com" at all.
2. You can bid on more descriptive terms such as "Wondercide Coupons", "Wondercide Available", etc., but nothing which specifically promotes savings.
3. All Pay Per Click clicks/traffic must take the end user to your website or page
4. You may not use our company names name in the ad title or description with the exception of "Wondercide Coupons", "Wondercide Available", etc., but nothing which specifically promotes savings. You cannot say "Wondercide Official Outlet" or any like terms within your advertisement.
5. You may not advertise pricing lower than ours.
6. You must follow all pricing policies.
7. You may not bid on any keywords for positions 1 through 3.
8. You may not use any marketing or promotional language, such as "On Sale Now", "Save X%", "free shipping" or anything that puts the ad in direct competition with us.
9. You cannot claim to be the "Official Site" or similar designation.

All reseller partners must abide by these conditions in order to promote our products via PPC campaigns.

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