

Bunion Bootie and BunionETTE Bootie RESALE AGREEMENT

This resale agreement (the “**Agreement**”) is made and entered into on the date last signed (the “**Effective Date**”) by and between SLO Living LLC (the “**Seller**”), and _____ (the “**Reseller**”).

WHEREAS:

- a) The Seller sells certain foot care products (the “**Products**”) as defined in Exhibit 2, Exhibit 3 and Exhibit 5.
- b) The Reseller wishes to promote and sell the Products under the terms and conditions of this Agreement.
- c) The Reseller wishes to purchase Products from Sellers at wholesale prices.
- d) the Reseller agrees to sell the Products only from their listed Brick and Mortar Offices, (the “**Territory**”).

NOW, THEREFORE, In consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. APPOINTMENT OF RESELLER

Subject to all of the terms and conditions of this Agreement, The Seller hereby appoints the Reseller, and the Reseller hereby accepts appointment, as an independent, non-exclusive Reseller of the Products. The Reseller shall not appoint or use any sub-Resellers, dealers, or other representatives to sell the Products without the prior written consent of the Seller.

2. DELIVERY PLAN AND ORDER

2.1 During the term of this Agreement, the Seller shall supply the Reseller with Products as ordered by the Reseller pursuant to this Agreement.

2.2 Upon the Reseller’s receipt of each shipment of the Products, the Reseller shall have fourteen (14) days to inspect such shipment. If the Reseller does not notify the Seller of its rejection of a shipment within such period, such Products shall be deemed accepted. Rejected Products shall be held for the Seller’s instruction at the Reseller’s risk and may only be returned with the express consent of the Seller and at the Reseller’s expense. The Seller reserves the right to issue refunds or credits at its sole discretion for any returned Products.

2.3 In order to make the selling of product productive and lucrative for the Reseller, Seller has provided a Best Practices Policy attached to this Agreement as Exhibit 1 and Exhibit 4. Reseller is responsible for ensuring that these Best Practices are followed.

3. PRICES, CURRENCY AND TERMS OF PAYMENT

3.1 The prices for the Products charged by the Seller to the Reseller during this Agreement shall be as set forth in Exhibit 2, Exhibit 3 and Exhibit 5 and shall be Ex Works. The Reseller shall provide payment to the Seller for each respective order of the Products in full and in advance of the agreed upon shipping date.

4. RELATIONSHIP OF THE PARTIES

4.1 The Reseller shall be considered to be an independent contractor. The relationship between the Seller and the Reseller shall not be construed to be that of employer and employee, nor to constitute a partnership, joint venture or agency of any kind.

5. MARKETING AND ADVERTISING; TRADEMARK

5.1 The Reseller shall not market or promote the Products, or solicit orders from any prospective purchaser using any on-line marketplace i.e., Amazon, Ebay, etc. or physical marketplace located outside the Territory.

5.2 The Seller hereby grants to the Reseller a non-exclusive, non-assignable license to use the trademark “Bunion Bootie” and “BunionETTE Bootie” or other marks subsequently designated by the Seller and appended to this agreement (the “Marks”) in the promotion, advertisement and sale of the Products within the Territory and in accordance with the terms of and for the duration of this Agreement. The Distributor acknowledges the goodwill, ownership and validity of the Marks and shall not do or omit to do anything in its use of the Seller’s trademarks that may or would adversely affect their validity. Further, the Distributor shall not apply for, or aid or abet others to apply for, trademark registrations in the Territory on any mark or design which includes the Marks (or any variations of them), alone or in combination, except with the Seller’s express prior written consent, nor shall the Distributor contest the Seller’s rights in and to the Marks. Distributor shall, in good faith cooperate fully with Seller for the purpose of securing and preserving Seller’s rights in and to the Marks.

5.3 The Distributor acknowledges the quality and high standards of the Products provided by Seller under the Mark. Distributor shall maintain the high standards of the Marks and the Products in all advertising, packaging and promotion to maintain the goodwill of the Marks and the Products. Upon request from Distributor, Seller will supply sample Products for Distributor to verify the quality of the Products under the Marks. Distributor shall take no actions which alter or reduce the quality of the Products under the Marks.

5.4 The Distributor shall market the Products in such a manner as to show that manufacture and sale is under license from the Seller, in accordance with the Territory law and practice. Distributor agrees that the Products shall be promoted and sold only under the Seller’s trademark. The Distributor shall not, without the Seller’s prior written consent, alter or make any addition to the labeling or packaging of the Products. The Distributor shall obtain the Seller’s written approval of any promotional material that is developed by the Distributor and contains references to the Seller or the Products, before this material enters the marketplace.

5.5 If stylizations are provided by Seller, the Distributor agrees to only make use of the Marks in the authorized stylizations provided by Seller. Further, the Distributor will use a prominent notice and acknowledgement of the Marks as owned and licensed by the Seller in conjunction with all use of the Marks. Prior to dissemination by the Distributor of any packaging, labeling, advertising or promotional materials bearing or containing the Marks, the Distributor shall submit a specimen to the Seller for approval and the Distributor shall not release any such material without the Seller’s advanced written approval, where such approval shall not be unreasonably withheld.

5.6 The Distributor shall not adopt or use any mark, logo, insignia or design that is, or is likely to be, confusingly similar to or could cause deception or mistake with respect to any of the Marks. Any stylization, logo, insignia or design related to the Marks and used by the Distributor with the Marks shall be property of and assigned to the Seller.

5.7 The Distributor shall promptly notify the Seller of any infringement, unfair competition or palming off of the Marks or the Products in the Territory. The Seller shall have sole control to bring, not bring, pursue and settle any action against third parties infringing the Marks. The Distributor shall cooperate in any action brought by Seller under this section.

5.8 MAP Policy – Reseller agrees to abide by the Minimum Advertised Price set forth in Exhibit 2, Exhibit 3 and Exhibit 5 of this agreement. At no time can a price lower than the MAP price be published by the Reseller and violation of this policy will automatically terminate the contract per section 10 of this agreement.

5.9 Reseller agrees that the Products shall be promoted and sold only under the Seller’s trademark. The Reseller shall not, without the Seller’s prior written consent, alter or make any addition to the labeling or packaging of the Products. The Reseller shall obtain the Seller’s written approval of any promotional material that is developed by the Reseller and contains references to the Seller or the Products, before this material enters the marketplace.

6. LIMITATION OF LIABILITY

6.1 IN NO EVENT SHALL THE SELLER BE LIABLE TO RESELLER OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES) ARISING OUT OF OR

RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE DAMAGES WERE FORESEEABLE.

6.2 To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the Seller's total liability, in the aggregate, to the Reseller and anyone claiming by or through the Reseller, for any and all claims, losses, costs or damages resulting from or in any way related to the Products or the Agreement from any cause (whether based upon warranty, contract, tort or otherwise), shall not exceed the actual purchase price paid by the Reseller to the Seller for the Products under this Agreement.

7. INDEMNIFICATIONS

The Reseller agrees to indemnify, defend and hold harmless the Seller, its affiliates, officers, directors, employees and agents from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions arising out of or related to its activities to be carried out pursuant to this Agreement.

8. ASSIGNMENT

The Reseller shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Seller, and any attempted unpermitted assignment shall be null and void and without further effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

9. NON-WAIVER

The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision.

10. TERM AND TERMINATION

12.1 This Agreement shall come into effect on the Effective Date and shall continue in force for a period of one (1) year unless otherwise terminated as provided herein.

12.2 This Agreement will automatically extend as needed at the option of both parties.

12.2 Both parties shall have the right to terminate this Agreement with immediate effect by giving the other party written notice if the other party commits any material breach of any of the terms of this Agreement and (if such breach is remediable) fails to remedy that breach within 30 days of that party being notified of the breach.

12.3 Notwithstanding anything contained in this Agreement to the contrary, the Seller is entitled to terminate this Agreement and cancel any existing Product orders with immediate effect upon giving written notice to the Reseller if the Reseller sells or sold the Products for below the minimum Retail Prices as agreed upon in this Agreement.

12.4 Termination of this Agreement shall not release either party from any obligation or liability incurred prior to the effective date of such termination.

12.5 After termination of this Agreement, the Reseller shall immediately cease all use of the Seller's name or any of the Seller's trademarks in any manner whatsoever, and shall at its cost and expense, promptly return to the Seller all advertising materials (if any), Seller's confidential information and all other property or equipment of the Seller in possession of the Reseller.

12.6 This section 12 and sections 6, 7, 8, 11, and 12, of this Agreement shall survive any termination of this Agreement.

11. APPLICABLE LAW

The laws of the State of Nevada and the laws of the United States of America applicable therein shall govern the interpretation, validity and enforcement of this Agreement, notwithstanding any conflict of laws doctrines or the parties' domicile. If any provision of this Agreement is held invalid or unenforceable, then such provision shall be modified to reflect the parties' intention. All remaining provisions of the Agreement shall not be affected thereby and shall remain in full force and effect. Each party irrevocably and unconditionally consents and submits to the exclusive jurisdiction of the federal and state courts in Clark County, Nevada in any action or proceeding arising out of or relating to this Agreement and agrees not to commence any such action or proceeding except in Clark County, Nevada.

12. **FORCE MAJEURE**

13.1 If either party is prevented from performing any of its obligations hereunder due to any cause which is beyond the non-performing party's reasonable control, including but not limited to fire, explosion, flood or other acts of God; acts, regulations, or laws of any government; strike, lock-out or labor disturbances; or unavailability or shortage of power, labor or transportation; war, rebellion or civil disorder (collectively, "Force Majeure Event"), such non-performing party shall not be liable for breach of this Agreement with respect to such non-performance to the extent any such nonperformance is due to a Force Majeure Event.

13. **NOTICES**

All notices and other communications hereunder shall be in writing and delivered personally, mailed by an internationally recognized courier service, or transmitted by facsimile or other electronic means, to the parties at the following or to such other place either party may designate by written notice to the other:

If to Seller:

SLO LIVING LLC
DBA BunionBootie.com
1630 30Th Street
Suite A-231
Boulder, CO 80301
877-208-4540
Sales@BunionBootie.com

If to Reseller:

Reseller's Address – **Territory 1**

Reseller's Fax No.

Reseller's Email Address

14. **Additional Territories**

If Reseller wishes to sell the Products in multiple Territories (Reseller Brick and Mortar Offices), those Territories shall be listed below.

a. Territory 2:

b. Territory 3:

c. Territory 4:

d. Territory 5:

14. **NO OTHER AGREEMENT**

This Agreement and the exhibit(s) attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date signed.

x _____
SELLER
By: Lisa Grotstein
Title: Manager
Date:

x _____
RESELLER
By:
Title:
Date:

Exhibit 1
Bunion Bootie – Best Practices

We are delighted to offer you the ability to sell Bunion Booties in your business. We have sold over 200,000 Booties over the past several years and have amassed a large amount of Customer Data on product use, sizing, wear, and care.

In order to ensure that your customers have a great experience with their Bunion Booties, we strongly recommend the following Best Practices:

- Sizing – Measurement of the foot, (as opposed to shoe size), is much more accurate to determine the correct size Bunion Bootie, especially since many bunion sufferers tend to buy/wear shoes that are ½ - 1 size larger than their true size.
- Measuring – The morning is the best time of day to measure and size the customer's feet. Be sure to measure your patient's feet **individually** (as people's feet may require different sizes), and take those measurements while they are standing. Personally fitting the Bunion Booties before the patients take them home is ideal, especially if the patient is diabetic, in which case, constant and close monitoring is advised.
- Suggested wear time is 2-6 hours initially, gradually increasing the wear over time.
- The material will relax slightly after a few uses, so if in doubt or between sizes, most people prefer to go with the smaller size. Exceptions to this rule are diabetics, those with advanced bunion deformity, those that have had prior surgeries or complications, and those that plan on wearing it while sleeping.
- Night/Sleep Use – since the Bunion Bootie only relaxes slightly and the foot tends to be its most swollen at the end of the day, some people prefer to wear one size larger (or the larger of the two if in between sizes) to bed.
- Bunion Booties are not returnable for a refund, however we will gladly replace any defective Bunion Booties if necessary. If Customer seeks a replacement from Seller, receipt is required and must be provided to Seller within 30 days of the sale. If Reseller is seeking a replacement, receipt of sale to end user must be provided and must be submitted to Seller within 90 days of the sale to the end user.
- Bunion Booties are expected to last anywhere from 3-8 weeks depending on wear and care.
- Proper care of the Bunion Booties:
 - Hand wash in cold water (less than 30 degrees)
 - Do not bleach. Use a neutral detergent that does not contain whitening or bleaching ingredients
 - Lay flat to dry
 - Do not iron
 - Do not dry clean
 - Do not expose the product to direct sunlight, high temperatures, or other conditions that might cause damage or degradation of the material.
 - Store in a cool, dry place
- Bunion Booties should not be worn by someone who has a history or reoccurring ingrown toenails.
- To aid you in purchasing the most efficient inventory possible, here is our percentages of sales by SKU (Common product mix is as follows);

LEFT FOOT					RIGHT FOOT				
XS	S	M	L	XL	XS	S	M	L	XL
2%	14%	20%	10%	2%	2%	15%	22%	11%	2%

Exhibit 2

Bunion Bootie - Package Order Form

Product Name: Bunion Bootie
Product Specification: FDA Listing No. 3009560916
Reseller's Minimum Advertised Price (in U.S. \$): \$33.95 USD

Check box

☐ Dip My Toe Package Quantity 25 Cost/Bootie \$15 USD

LEFT FOOT	
Size	Qty
X-Small	1
Small	3
Medium	5
Large	2
X-Large	1
Total	12

RIGHT FOOT	
Size	Qty
X-Small	1
Small	3
Medium	5
Large	3
X-Large	1
Total	13

Grand Total Booties 25
Cost/Bootie \$15 USD
Total Cost of Booties \$375 USD

☐ Mid Foot Strike Package Quantity 50 Cost/Bootie \$14 USD

LEFT FOOT	
Size	Qty
X-Small	1
Small	7
Medium	10
Large	5
X-Large	1
Total	24

RIGHT FOOT	
Size	Qty
X-Small	1
Small	7
Medium	11
Large	6
X-Large	1
Total	26

Grand Total Booties 50
Cost/Bootie \$14 USD
Total Cost of Booties \$700 USD

☐ Head Over Heels Package Quantity 70 Cost/Bootie \$13 USD

LEFT FOOT	
Size	Qty
X-Small	2
Small	10
Medium	14
Large	7
X-Large	2
Total	35

RIGHT FOOT	
Size	Qty
X-Small	2
Small	10
Medium	14
Large	7
X-Large	2
Total	35

Grand Total Booties 70
Cost/Bootie \$13 USD
Total Cost of Booties \$910 USD

Reseller Name (printed)

Reseller Signature

Date

Exhibit 3
Bunion Bootie - Custom Order Form

Product Name: Bunion Bootie
Product Specification: FDA Listing No. 3009560916
Reseller's Minimum Advertised Price (in U.S. \$): \$33.95 USD

Reseller's Purchase Prices (in U.S. \$)
(Per Order Pricing)

1 - 49 Booties = \$15.00 USD/Each
50 - 69 Booties = \$14.00 USD/Each
70 + Booties = \$13.00 USD/Each

Purchase Quantity _____

Reseller's Name: _____
Business Name: _____
Reseller Shipping Address _____

LEFT FOOT	
Size	Qty.
X-Small	
Small	
Medium	
Large	
X-Large	
Total	
Grand Total	

RIGHT FOOT	
Size	Qty.
X-Small	
Small	
Medium	
Large	
X-Large	
Total	

*Orders exceeding 200 Booties could be subjected to delivery delays. Please contact your sales representative to confirm your ship date at the time of order.

Reseller Signature

Date

Exhibit 4
BunionETTE Bootie – Best Practices

We are delighted to offer you the ability to sell BunionETTE Booties in your business.

In order to ensure that your customers have a great experience with their BunionETTE Booties, we strongly recommend the following Best Practices:

- Sizing – Measurement of the foot, (as opposed to shoe size), is much more accurate to determine the correct size BunionETTE Bootie, especially since many bunion sufferers tend to buy/wear shoes that are ½ - 1 size larger than their true size.
- Measuring – The morning is the best time of day to measure and size the customer's feet. Be sure to measure your patient's feet **individually** (as people's feet may require different sizes), and take those measurements while they are standing. Personally fitting the BunionETTE Booties before the patients take them home is ideal, especially if the patient is diabetic, in which case, constant and close monitoring is advised.
- Suggested wear time is 2-6 hours initially, gradually increasing the wear over time.
- Night/Sleep Use – since the BunionETTE Bootie only relaxes slightly and the foot tends to be its most swollen at the end of the day, some people prefer to wear one size larger (or the larger of the two if in between sizes) to bed.
- BunionETTE Booties are not returnable for a refund, however we will gladly replace any defective BunionETTE Booties if necessary. If Customer seeks a replacement from Seller, receipt is required and must be provided to Seller within 30 days of the sale. If Reseller is seeking a replacement, receipt of sale to end user must be provided and must be submitted to Seller within 90 days of the sale to the end user.
- BunionETTE Booties are expected to last anywhere from 3-8 weeks depending on wear and care.
- Proper care of the BunionETTE Booties:
 - Hand wash in cold water (less than 30 degrees)
 - Do not bleach. Use a neutral detergent that does not contain whitening or bleaching ingredients
 - Lay flat to dry
 - Do not iron
 - Do not dry clean
 - Do not expose the product to direct sunlight, high temperatures, or other conditions that might cause damage or degradation of the material.
 - Store in a cool, dry place
- BunionETTE Booties should not be worn by someone who has a history or reoccurring ingrown toenails.

Exhibit 5
BunionETTE Bootie – Custom Order Form

Product Name: BunionETTE Bootie
Reseller's Minimum Advertised Price (in U.S. \$): \$39.95 USD
Reseller's Purchase Prices (in U.S. \$) \$17.00 USD/Each

Purchase Quantity _____

Reseller's Name: _____

Business Name: _____

Reseller Shipping Address _____

LEFT FOOT				RIGHT FOOT	
Size	Qty.			Size	Qty.
Small				Small	
Medium				Medium	
Large				Large	
Total				Total	
Grand Total					

*Orders exceeding 100 Booties could be subjected to delivery delays. Please contact your sales representative to confirm your ship date at the time of order.

Reseller Signature

Date