

KEMMI LEE SKIN SCIENCE PRIVATE LABEL PURCHASE AGREEMENT

This Private Label Purchase Agreement (the "Agreement") is by and between

_____, with an address of

_____ and Kemmi Lee Skin Science, a Missouri company with an address of undisclosed address in, Springfield, MO 65804 may sometimes be referred to herein as KLSS the "Parties" or individually as a "Party". The effective date of this Agreement is the date last signed by a party.

Whereas KLSS is engaged in the formulation and manufacture of skin care products; and Whereas COMPANY wishes to purchase KLSS skin care products for distribution under COMPANY'S label.

NOW, THEREFORE, for good and valuable consideration receipt of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) The term "Products" or "Product" includes the products provided by KLSS. KLSS reserves the right to modify the Products it provides.

(b) The term "Price" means KLSS's unit price for each of Product. KLSS will provide the Price in a separate communication. KLSS reserves the right to modify the Price at any time.

(c) The term "Specifications" means the compounds, other ingredients, and formulations used to manufacture the Products.

(d) The term "Confidential Information" means information not generally known or available to others, including without limitation: Product ingredients, Product Specifications, formulas, processes, techniques, inventions, developments, discoveries, drawings, designs, photographs, technical data, trade secrets, know-how, research, product ideas, service ideas, and/or techniques that refer or relate to the Products. There is no requirement that any Confidential Information be designated or identified as "confidential".

2. Non-Disclosure and Confidentiality. COMPANY is required to abide by the confidentiality provisions set forth in this Agreement.

(a) Name of KLSS is Confidential Information. The name of KLSS and/or Kemmi Lee are included in the definition of Confidential Information. COMPANY must not disclose the name of KLSS or

-1-

Kemmi Lee on COMPANY's website, or in any electric, written, or verbal communication to any third party. In particular, and without limitation, COMPANY must not disclose the name of KLSS and/or Kemmi Lee as the source of the Products.

(b) Non-Disclosure of Confidential Information. COMPANY agrees not to use any Confidential Information for any purpose other than to purchase KLSS's Products. COMPANY must not disclose or permit disclosure of any Confidential Information to third parties, or to employees, agents, contractors, directors, or officers of COMPANY other than those who are required to have the Confidential Information in order to carry out the terms of this Agreement. COMPANY agrees to take reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. COMPANY agrees to notify KLSS of any misuse, misappropriation, or unauthorized disclosure of Confidential Information that may come to COMPANY'S attention.

3. Obligations of KLSS. DuringthetermofthisAgreement,KLSS agrees to the following:

(a) KLSS will provide a reasonable number of samples of each Product as requested by COMPANY. KLSS has sole discretion to determine what is a "reasonable number" of samples.

(b) KLSS will manufacture the Products and will maintain quality control data for each batch of Products manufactured. These documents will accompany the original shipment.

(c) KLSS will imprint and track "lot numbers" and maintain proper records of all Products it manufactures in order to provide tracking of the Products, especially in the event of a recall or similar requirement.

(d) KLSS may provide Products in the following manner:

- i. KLSS may fill empty Product tubes or containers with the appropriate amount and type of Product OR
- ii. KLSS may provide bulk containers of the appropriate amount and type of Product.

(e) KLSS may set-up, administer, and run a private Facebook page. COMPANY may be permitted to be a member of this Facebook page provided that COMPANY abides by the terms of this Agreement. KLSS

-2-

has sole discretion to decide whether COMPANY may be a member of the Facebook page.

(f) KLSS will notify COMPANY immediately in writing if KLSS becomes aware of any information indicating:

- i. that the Products, or any Product ingredients, are potentially or actually unsafe, toxic, spoiled, or otherwise unfit for the use set forth on the labels; or
- ii. any problems, delays, FDA demands or inquiries or other information regarding the manufacture, shipment, production, warehousing or other fact that may affect COMPANY's ability to timely receive, distribute or sell the Products.

In the event, there is an FDA decision on any existing approved ingredients, all current purchase orders that have not been manufactured will be automatically cancelled. COMPANY will be responsible for paying any pending invoices and for any manufactured purchase orders.

4. Obligations of COMPANY. During the term of this Agreement, COMPANY agrees to the following:

(a) COMPANY must maintain a valid professional license, insurance, and reseller's license.

(b) In each calendar year, COMPANY must purchase a minimum of \$1,000 of bulk Product at the Price.

(c) COMPANY will abide by the confidentiality provisions set forth above.

(d) COMPANY must not post, publish, or display any full product ingredients on COMPANY's website. We ask that you limit it to 4-5 key ingredients of your choosing, from the approved list of ingredients provided by KLSS.

(e) COMPANY may directly sell products only through COMPANY's website or at COMPANY's physical location. COMPANY must not sell Product on any third-party website (as non-limiting examples: Amazon, Esty, eBay, etc...).

(f) COMPANY may wholesale its products. It is the responsibility of the COMPANY to enforce that their wholesale clients abide by this agreement made with KLSS.

Any violation of Section 4(c), 4(d), and/or 4(e) will be considered a material breach of this Agreement and will result in immediate termination of this Agreement. KLSS reserves the right to seek all remedies, whether in law or

-3-

equity and including all remedies set forth in Section 8, for any breach of any of these Sections.

5. No Rights Granted. Nothing in this Agreement shall be construed as (i) granting any rights to COMPANY under any patent, trademark, copyright, or other intellectual property right; or (ii) granting any rights to COMPANY in or to KLSS's Confidential Information other than as set forth in this Agreement. COMPANY acknowledges and agrees that KLSS shall retain all right, title, and interest in the Confidential Information.

6. Relationship Between COMPANY and KLSS. Nothing in this Agreement shall be construed to constitute or create a partnership between, or a joint venture by, the Parties hereto. Neither Party is the agent of the other. Neither Party shall exercise any control over the activities or operations of the other Party.

7. Termination. Either Party may terminate this Agreement by giving 15 days written notice to the other Party. In addition, KLSS may immediately terminate this Agreement if there is a breach of a material provision of the Agreement.

8. Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of MISSOURI, without giving effect to principles of conflicts of law.

9. Remedies. Each Party's obligations set forth in this Agreement are necessary and reasonable in order to protect KLSS and its Confidential Information. Due to the unique nature of KLSS's business model and Confidential Information, monetary damages would be inadequate to compensate for any breach by COMPANY of the Confidential Information, publication, or re-sale provisions set forth in this Agreement. Accordingly, the Parties each agree and acknowledge that any such violation or threatened violation may cause irreparable injury to KLSS and, in addition to any other remedies that may be available in law, in equity, or otherwise, KLSS shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by COMPANY.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter herein, and supersedes all prior negotiations and drafts of the parties. Any and all other written or oral agreements existing between the parties regarding the subject matter of this Agreement are expressly canceled.

11. Amendment. Except as described herein with respect to KLSS's sole right to modify Schedule A, no supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. Failure to enforce any

-4-

provision of this Agreement by a Party shall not constitute a waiver of any term hereof by such Party.

12. Assigns and Successors. Neither this Agreement, nor any of the rights or obligations hereunder, shall be assignable by either Party without the written consent of the other first obtained. Any attempted assignment without such written consent shall be void and confer no rights upon any third party. Subject to the foregoing this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assignees.

13. Signatures. Pursuant to California Civil Code §§ 1633.1-1633-17 (the Uniform Electronic Transactions Act) an electronic signature of this Agreement is sufficient to create a legally enforceable contract. In addition, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

14. Force Majeure. Neither party shall be liable for failures to perform any of its obligations hereunder due to causes beyond its reasonable control, such as acts of God, acts of other party, acts of civil or military authorities, fires, strikes, floods, wars, riots and other causes of a similar nature.

15. Subject Headings. The subject headings in this Agreement are included solely for the purpose of convenience only, and do not affect the construction or interpretation of any of the provisions of this Agreement.

By:

Date: _____
KEMMI LEE SKIN SCIENCE

By: Kemmi Lee

Date: _____

-5-