



SELINA NATURALLY®
home of CELTIC SEA SALT® BRAND

CONTRACT

This agreement is made effective as of _____ (date) between Celtic Ocean International, Inc., D.B.A. Selina Naturally®, a North Carolina corporation ("Seller") and _____ (your business name) ("Distributor), a _____ Corporation _____ LLC _____ Sole Proprietorship _____ Other _____, at the company address of _____ (your business address).

AGREEMENT

In consideration of their mutual covenants, the parties agree as follows:

1. We hereby grant to you the non-exclusive right, upon the terms and conditions contained in this agreement, to purchase, inventory, promote, use, and resell our products. **You agree not to alter, cover up, remove or change in any way our labeling, informational, and/or promotional material. You agree not to reprocess, re-label or repackage any of our products.** You may, however, incorporate any of our products as an ingredient into your own products, provided you obtain our prior written consent for each of your products that contain our products.
2. In the event that any of our products is defective at time of receipt, we will arrange to replace the product or issue a credit on your account. It is your responsibility to notify us within 30 days of delivery. We are not responsible for products that a customer damages prior to purchase or thereafter.
3. We agree to protect you and hold you harmless from any loss of claim arising out of defects in any of our products existing at the time our products are sold by us to you, provided that you give us prompt notice of any such loss or claim and cooperate fully with us in the handling of such loss or claim. You agree to protect us and hold us harmless from any loss or claim arising out of the negligence of you, your agents, employees, or representatives in connection with our products.
4. We will employ our best efforts to fill your orders promptly upon acceptance but reserve the right to allot available inventories, as we deem best. We shall not be liable for failure to ship our products specified in any accepted order because of strikes, differences with workers, inability to secure transportation facilities, or other circumstances beyond our control.
5. You agree not to use, authorize, or permit the use of, the name "Selina Naturally®", "Celtic Sea Salt®" Brand and combinations of these names, any of our logos, or any other trademark ("our marks") owned by us as part of your firm, corporate, or business name in any way, except in connection with the distribution or use of our products under this agreement and to designate products sold, used, and distributed under the terms of this agreement.
6. During the term of the agreement the relation between you and us is that of vendor and vendee. You, your agents, and your employees shall, under no circumstances, be deemed agents or representatives of us.
7. Either party may terminate this agreement for any reason on thirty (30) days written notice to the other, and the termination will be effective at the expiration of the thirty (30) day period. We may terminate this agreement immediately if you misrepresent any of our products.
8. Upon termination of this agreement, you will remove and not thereafter use any sign containing any of our marks, or any other trademarks owned by us and immediately destroy all stationery, advertising matter, and other printed matter in your possession or under your control containing any of our marks.



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You agree not to, at any time after such termination, use or permit any of our marks to be used in any manner in connection with any business conducted by you or in which you may have an interest, or otherwise as description of, or referring to, anything other than our products.

9. You may not assign this agreement or any right under or interest in this agreement without our prior written consent. Subject to the foregoing, this agreement shall be binding on and inure to the benefit of the successors, assigns and other personal representatives of the parties, except to the extent of any contrary provision in this agreement.
10. All online vendors must have a signed MAP policy on file.
11. This agreement shall be construed in accordance with and governed by the laws of the State of North Carolina, which laws shall prevail in the event of any conflict of law. The parties specifically intend that the provisions of the North Carolina Uniform Commercial Code will control as to all aspects of this agreement and its interpretation, and that all definitions contained therein will be applicable to this agreement except where this agreement may expressly provide otherwise.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

COMPANY NAME
REPRESENTATIVE'S SIGNATURE
DATE