

NINAKURU SALE AGREEMENT

The parties signing below agree to the specified terms and conditions for goods, products and services provided to the indicated Buyer for Ninakuru, LLC. All orders are deemed to be finally accepted at Santa Barbara, California, and are subject to this Agreement ("Terms").

This Sale Agreement shall govern all sales of products by Seller to Buyer. Seller's acceptance of Buyer's order and agreement to deliver the ordered Products is expressly made conditional on Buyer's acceptance of Seller's terms and conditions set forth below. These Terms shall apply to all current and future business relations and transactions between Seller and Buyer, even if they are not explicitly agreed upon, and are deemed accepted by Buyer upon Buyer's placing a Purchase Order or accepting Seller's Confirmation of an order.

1. Definitions. The following terms shall have the meanings set forth below:

1.1. "Buyer" refers to the party who submits a Purchase Order, which is confirmed by and subject to these Terms.

1.2. "Seller" is Ninakuru LLC, a California limited liability company, its directors, members, employees, agents, subsidiaries, successors and/or assigns.

1.3. "Products" means any goods, products, and/or services purchased by Buyer from Seller.

1.4. "Purchase Order" means the purchase order, electronic order or any other order for Products submitted by Buyer to Seller.

1.5. "Seller's Confirmation" means written acceptance signed by Seller's designated representative or delivery to Buyer of the Products described in the Purchase Order.

1.6. "In-Stock Inventory" means raw materials currently available not requiring Pre-Order or manufacture.

1.7. "Pre-Order Inventory" means raw materials requiring manufacture to fulfill a Purchase Order.

2. Buyer's Agreement. Seller's commencement of the delivery of the Products ordered by Buyer pursuant to a Purchase Order and Buyer's acceptance of the delivery of such Products shall constitute a firm contract and mutual agreement on the terms stated in Seller's Confirmation and these Terms. Seller's Confirmation of Buyer's Purchase Order is not subject to any other terms and conditions except as expressly contained herein. In the event Buyer's Purchase Order includes terms and conditions that differ from or are in addition to these Terms, such terms and conditions are expressly rejected by Seller and are null and void, even if they are not explicitly objected to or rejected by Seller, unless expressly agreed to by both Seller and Buyer in a writing that references and specifically amends these Terms.

3. Samples. Buyer agrees and acknowledges that a sample of any Product shown to and inspected by Buyer is merely representative and the actual Product delivered may differ as a result of the manufacturing process.

4. Changes, Cancellations and Returns. Buyer shall have forty-eight (48) hours from the date of the Purchase Order to make any changes or modifications. Upon expiration of this period, no order may be modified or deferred without the written consent of Seller, at Seller's sole discretion. Any cancellation of a Purchase Order, in whole or in part, for any reason, shall incur a thirty percent (30%) cancellation fee of the amount of the Purchase Order. Seller will not take back or refund any Products not required or sold by Buyer. Proof of any damages, shortages, over deliveries and duplicated orders should be reported to Seller within forty-eight (48) hours upon receipt of Products. If such report is timely made, the parties shall mutually agree on a refund or replacement. If such report is not timely made, Seller will not accept any returns or offer any refunds for the Products.

5. Minimum Purchase. Buyer agrees initial Purchase Orders shall meet or exceed twelve (12) Products, with subsequent Purchase Orders meeting or exceeding six (6) Products. Parties shall mutually agree on the delivery and scheduling of Products.

6. Retail Price. Buyer acknowledges and agrees that Buyer shall at no time sell Products at a multiple below two (2) times wholesale price per the Purchase Order.

7. Payment. Prices shall be as set forth in the Purchase Order as mutually agreed by Buyer and Seller and shall remain in effect unless agreed upon in writing by both Buyer and Seller. Seller's Purchase Order for a first-time, initial order of In-Stock Inventory shall require payment in full and is due and payable within seventy-two (72) hours of receipt of invoice from Seller to Buyer. Subsequent orders of In-Stock Inventory shall require a non-refundable deposit of fifty percent (50%) of the Purchase Order, due and payable within seventy-two (72) hours upon receipt of Invoice by the Buyer. The balance of the Purchase Order is due and payable within seventy-two (72) hours of receipt of invoice from Seller to Buyer. In-Stock Inventory shall not be shipped to the Buyer until one hundred-percent (100%) of the invoice is received by Seller. Seller's Purchase Order for Pre-Order Inventory shall require a non-refundable deposit of thirty-percent (30%) of the Purchase Order, due and payable within seventy-two (72) hours upon receipt of Invoice by the Buyer. The balance of the Purchase Order is due and payable within seventy-two (72) hours of receipt of invoice from Seller to Buyer. Pre-Order Inventory shall not begin production until the thirty-percent (30%) deposit is received by Seller, and shall not be shipped until one hundred-percent (100%) of the invoice is received by Seller. Seller may, in its sole discretion, extend credit to Buyer subject to Seller's approval of Buyer's

creditworthiness. Payments via credit card shall incur a processing fee of 3.5% of the Purchase Order. Seller may, at its option, impose a late payment charge on any past due invoice equal to the lesser of (i) 1.0% per month, or 12% per annum or (ii) the maximum rate allowed by law on the entire outstanding balance until it is paid in full. In the absence of any written objection within three (3) days of the date of the invoice, Buyer shall be deemed to have accepted and acknowledged the invoice as true and correct.

8. Shipping and Delivery. Buyer shall be responsible for shipping costs and make all arrangements necessary to receive delivery of the Products. Seller will provide Buyer estimated shipping costs prior to shipment. If Buyer prefers to use a shipping method which differs from the shipping method provided by Seller, Seller and Buyer will mutually agree in writing as to the shipping method. Products must require a signature from Buyer for release. Unless otherwise agreed in writing, delivery of the Products shall take place at the address specified by Buyer on, or as soon thereafter as is commercially reasonable, the date provided in Seller's Confirmation. All delivery dates are approximate and Seller shall not be responsible for any damage of any kind resulting from any delay. Buyer agrees to accept partial or pro rata deliveries as full performance in the event Seller cannot fulfill an entire Purchase Order. If Seller is unable to deliver the Products because of Buyer's actions or circumstances under Buyer's control, Seller shall be entitled to store the Products until such times as delivery may be accomplished. Buyer shall be liable for any costs associated with such storage. Purchase Orders below Seller's minimum requirement, which minimum may be adjusted from time to time in Seller's sole discretion, may be subject to additional shipping and handling charges.

9. Force Majeure. Seller shall not be liable for any default or delay in performance if caused directly or indirectly, by acts of God; war; terrorism; pandemic, force of arms; fire; flood; the elements; riot; picketing or other labor disputes; sabotage; civil commotion; accidents; any governmental action, prohibition or regulation; delay in transportation facilities; shortage or breakdown of or inability to obtain or non-arrival of any labor, material or equipment used in the Products' manufacture or delivery; failure of any party to perform a contract with Seller; or any cause beyond Seller's control.

10. Buyer's Default. Seller is relying upon Buyer's representation of solvency. If Seller at any time reasonably believes that Buyer is insolvent, that Buyer is unable to pay any invoice, or that Buyer's credit is impaired, or if Buyer fails to make any payment when due, Buyer shall be in material breach hereof and Seller may, at its option and without liability whatsoever to Buyer, (i) require advance payment for any delivery, (ii) refuse or withhold Seller's performance hereunder, (iii) change the payment terms, (iv) impose or revise Buyer's credit limits, if any, and/or (v) repossess Products previously delivered to Buyer.

11. Limitation of Liabilities. SELLER'S LIABILITY TO BUYER ON ANY CLAIM OF ANY KIND, INCLUDING NEGLIGENCE, WITH

RESPECT TO THE PRODCUTS DELIVERED HEREUNDER, SHALL IN NO CASE EXCEED THE PURCHASE PRICE INVOICED TO BUYER OF THE PRODUCTS OR PART THEREOF WHICH GIVES RISE TO THE CLAIM. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER, OR ANY THIRD PARTY, FOR ANY ADDITIONAL DAMAGES INCLUDING BUT NOT LIMITED TO ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS IN LITIGATION, LOST PROFITS, BUSINESS INTERRUPTION, OR OTHER INDIRECT LOSS, ARISING OUT OF OR AS A RESULT OF THE PURCHASE ORDER, SALE, DELIVERY, NON-DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED, EVEN THOUGH SELLER MAY HAVE BEEN NEGLIGENT, AND BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL SUCH CLAIMS OF DAMAGE BY BUYER OR ITS AGENTS, SUBSIDIARIES, EMPLOYEES, CUSTOMERS, INDEPENDENT CONTRACTORS, OR AFFILIATES, OR ANY OTHER THIRD PARTY.

12. Seller's Intellectual Property. Buyer agrees and acknowledges that any and all Products, goods, services, documentation, marketing materials, photographs, audio or video recordings, prototypes, logos, service marks, features, or any other inventions produced or provided by Seller to Buyer are Seller's protected property ("Protected Property"). Buyer hereby agrees and acknowledges that it will not copy, nor permit anyone else to copy, any Protected Property or parts thereof, without written approval of Seller, and that Buyer will not knowingly, directly or indirectly, violate or infringe upon or contest the validity of any patent, copyright, trademark, license or other right of Seller regarding any Protected Property.

13. Limited Licenses; Use Restrictions. Seller hereby grants to Buyer a limited, revocable, non-transferable, and non-exclusive license to use Protected Property solely for the use or resale of the goods and/or services, subject to Seller's written approval. Buyer shall not resell or promote Seller's Protected Property with any third-party including but not limited to online or offline marketplaces without Seller's written approval. Seller may at any time request that Buyer remove or cease any use of the Protected Property, which request Buyer agrees and acknowledges shall be complied with immediately.

14. Social Media. Buyer agrees it shall promote Seller on social media a minimum of one (1) published post per month. Buyer agrees to tag Seller's product(s) with "@ninakuru" on each post. Method, choice, venue and type of social media shall be mutually agreed by Buyer and Seller. Parties shall mutually agree on the Protected Property, content, messaging, hashtags and related tools necessary for social media promotion. Seller may at any time request Buyer remove or cease any use of the Protected Property from social media, which request Buyer agrees and acknowledges shall be complied with immediately.

15. Product Displays. Buyer agrees it shall display Seller's Products in a method, type and manner mutually agreed by

Buyer and Seller. Parties shall mutually agree on style and materials used, including but not limited to display stands, plaques, and in-store promotional material.

16. Confidential Information. Buyer shall not use or disclose any of Seller's trade secrets or confidential information, including, but not limited to, customer information, business and financial information, pricing information, merchant, manufacturer and contractor information, electronic information, and any other data or information in Buyer's possession that is competitively sensitive and not generally known to the public, whether or not designated as such, except as required in connection with the use or resale of the Products or as required by applicable law.

17. Governing Law. All rights and obligations and all actions contemplated by the Purchase Order, Seller's Confirmation, and these Terms shall be governed by the laws of the State of California, with venue in Santa Barbara, County of Santa Barbara, State of California, for any and all purposes, to which jurisdiction the parties submit.

18. Dispute Resolution. If any dispute arises in connection with the Purchase Order, Seller's Confirmation, Buyer payment obligations and/or these Terms, the parties agree that such dispute shall be resolved by binding arbitration by an arbitrator mutually agreed upon by the parties. If the parties cannot agree upon an arbitrator or if Buyer does not cooperate in such arbitration, Seller shall have the option to proceed with litigation before the Superior Court of Santa Barbara County, California, to gain judgment.

19. Notice. Notices to the parties shall be given by U.S. mail or personal delivery to the party at the addresses specified below, which notification address may be changed by notice to the other party.

20. Termination. Seller may cease trade with Buyer and terminate the Purchase Order, Seller's Confirmation, and/or these Terms for any reason effectively immediately upon written notice to Buyer.

21. Waiver and Severability. Any waiver or delay by Seller in asserting or exercising any right shall not constitute a waiver of any further or other rights of Seller. If any provision or term of the Purchase Order, Seller's Confirmation or these Terms is held by any recognized, competent authority to be

invalid or unenforceable in whole or in part, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity of the other provisions and the remainder of the provision in question shall not be affected.

22. Attorneys' Fees. In the event Buyer is determined, in connection with a final and binding arbitration or final judicial determination, to have breached these Terms or be obligated to Seller, then Seller shall be entitled to recover expenses incurred in enforcing these Terms, including reasonable attorneys' fees and costs.

23. Third Party Rights. These Terms are solely for the benefit of the parties hereto and nothing herein, express or implied, shall be deemed to be for the benefit of any third party or create any third party rights or standing to sue.

24. Relationship of Parties. Nothing contained in these Terms shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms shall be deemed to construe either of the parties as the agent of the other.

25. Assignment. These Terms shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. Notwithstanding the foregoing sentence, these Terms may not be assigned by Buyer without the prior written consent of Seller and any such assignment shall be deemed null and void.

26. Error Correction. Any typographical, clerical or other error omission in any sales literature, quotation, price list, order confirmation, invoice or other document of information issued by Seller shall be subject to correction without any liability to Seller.

27. Entire Agreement. Seller's Confirmation and these Terms constitute the entire agreement between Buyer and Seller relating to the Products. Any other document, including but not limited to catalogues, advertisements and other marketing brochures, shall only be informative and indicative, and shall not constitute any obligation on behalf of Seller. No modifications shall be binding upon Seller unless in writing signed by Seller's duly authorized representative. The Buyer's signature below is represented as an authorized representative/agent of Buyer, failing which such individual shall be personally liable for the obligations of Buyer.

IN WITNESS WHEREOF, the parties hereto have executed these Terms and Conditions as of _____ at Santa Barbara, California.

Seller: Ninakuru LLC

By: _____
Name: Jennifer Spackey
Title: Owner

Address: _____

City, State: _____

Phone: _____

Email: _____

Buyer: _____

By: _____
Authorized Representative/Agent

Name (Print): _____

Title: _____

Address: _____

City, State: _____

Phone: _____

Email: _____