

## LIVE BOX AGREEMENT

This is a Purchase Agreement (the “Agreement”) dated as of \_\_\_\_\_ (the “Effective Date”) by and between True Vine Beauty LLC (“Company”) and \_\_\_\_\_ (“Client”), each a “Party” and together the “Parties.” The Parties agree to the following terms.

1. THE COMPANY’S RESPONSIBILITIES. Company will perform the following services for Client as part of its Subscription Box program (the “Program”):
  - a. Provide Live Sale Boxes to Client (“Box” or “Boxes”)
  - b. Each Box will have a mixture of different brands
  
2. THE CLIENT’S RESPONSIBILITIES
  - a. Keep all information confidential;
  - b. Report any damaged items from the Boxes to the Company within 24 hours of receipt;
  - c. If an item is damaged by Client, Client agrees to pay for the damaged product plus a 15% restocking fee;
  - d. If renting a box, Client agrees to return Box within three (3) days of receipt;
  - e. If Box is not returned on time, late fees will be incurred as follows:
    - i. \$15 per day up to 15 days;
    - ii. After 15 days, the price for the full box will be charged plus the late fees.
  
3. PAYMENT.
  - a. The monthly fee for the Box subscription is \$29.99.
  - b. The cost to buy the full box will be dependent on each individual box.
  - c. Client will be required to provide account information for at least one valid credit card through the Company’s payment page (“Credit Card Information”). We will use this Credit Card Information to process agreed upon payment in accordance with this Agreement.
  - d. Company is not liable for any payments that are not completed because: (1) your credit card account does not contain sufficient funds to complete the transactions or the transactions would exceed the credit limit or overdraft protection of the credit card account; (2) You have not provided us with correct payment account information; (3) your credit card has expired; or (4) of circumstances beyond our control (such as but not limited to, power outages, interruptions of cellular service, overzealous fraud protection rules applied by your payment card brand or acquirer bank, or any other interface from an outside force).
  - e. All payment is exclusive of any taxes or duties imposed by jurisdiction tax law. The Company will not be responsible for any taxes or duties owed by you.
  - f. Client agrees to pay all fees incurred by Company in order to collect payment from Client, including reasonable attorney fees.
  
4. REFUND POLICY. All sales are final and no refunds will be afforded and Client waives any rights to charge-back your purchase with your credit card processor. Subscriptions will not be prorated if cancellation occurs during a billing cycle.

## 5. TERMINATION.

- a. Company may terminate this agreement if:
  - i. Client becomes disruptive or difficult to work with;
  - ii. Client fails to follow the terms of this agreement; or
  - iii. Any other reasons Company sees fit.
- b. Client may terminate this agreement at any time for any reason it sees fit.
- c. Upon termination of this Agreement, Company will immediately revoke Client's right to use the Subscription Box Program and block all access to its account, and may anonymize or delete all data and information associated with Client's account thirty (30) days after such termination. Upon termination of this relationship, Client will remain obligated to pay any accrued charges and amounts which become due for payment prior to or following termination.

## 6. CONFIDENTIALITY.

- a. "Confidential Information" means any information that is treated as confidential by a party, including but not limited to all non-public information about its business affairs, products or services, Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential." Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.
- b. The Receiving Party agrees:
  - i. Not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its [and its Affiliates, and their] officers, employees, consultants, and legal advisors who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section.
  - ii. To use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services and Deliverables; and
  - iii. To immediately notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

- c. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide:
  - i. Prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and
  - ii. Reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.
- d. Survival: This section shall survive the termination of this Agreement until the Confidential Information becomes well known industry practice or disclosed at large by the Disclosing Party. Whether or the Confidential Information has been disclosed at large is at the discretion of the Disclosing Party.
- e. Return of Confidential Information: Upon termination of this agreement the Receiving Party must immediately return all Confidential Information, copies thereof, or anything related to Confidential Information to the Disclosing Party.

## 7. INTELLECTUAL PROPERTY/NON-COMPETE

- a. Client agrees that all intellectual property related to the Subscription Box Program is the sole property of the Company. Client agrees not to infringe on the Company's intellectual property rights or use Company's intellectual property in a manner that exceeds the scope of this Agreement. Client agrees they will not run a similar business or subscription box program for the duration of this Agreement.

## 8. NON SOLICITATION

- a. Client agrees for the duration of this Agreement and for a period of two (2) years after the date of termination not to solicit business from the Company's vendor for items in the subscription box. Client must purchase items from the subscription box directly through Company.

## 9. REPRESENTATION AND WARRANTIES.

- a. Each party represents and warrants to the other party that:
  - i. It is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization;
  - ii. It has the full right, power, and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under this Agreement;
  - iii. The execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and
  - iv. When executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
  - v. Developer represents, warrants, and covenants to Customer that Developer will perform the Services using personnel of required skill, experience, and

qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

- b. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION MUTUAL REPRESENTATION SECTION, ALL THE SERVICES/PRODUCT ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.
10. **LIMITATION ON LIABILITY.** UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL COMPANY, OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, INCLUDING OUR MESSAGING, BLOGS, COMMENTS OF OTHERS, BOOKS, EMAILS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THE SITE OR BY US IN ANY WAY, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.) CLIENT SPECIFICALLY ACKNOWLEDGES AND AGREE THAT THE COMPANY IS NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF CLIENT IS DISSATISFIED WITH THE SITE, ANY MATERIALS, PRODUCTS, OR SERVICES ON THE SITE, OR WITH ANY OF THE SITE'S TERMS AND CONDITIONS, CLIENT'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE PRODUCTS, SERVICES AND/OR MATERIALS.
11. **DISPUTE RESOLUTION.** If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in the city Toms River, New Jersey. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in the city of Toms River, New Jersey Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator. At no point shall Company be liable to Client for more than the amount Client paid Company over the previous 12-month period.
12. **CHOICE OF LAW.** This Agreement and the interpretation of its terms shall be governed by the state of New Jersey and construed in accordance with the laws of the state of New Jersey and

subject to the exclusive jurisdiction of the federal and state courts located in the state of New Jersey.

13. ASSIGNMENT AND DELEGATION. The Parties may not assign or subcontract any rights or delegate any of its duties under this Agreement without Contractor's prior written approval. Further Assurances. On a party's reasonable request, the other party shall, at such other party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.
14. RELATIONSHIP OF THE PARTIES. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
15. MODIFICATION. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.
16. ENFORCEABILITY. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.
17. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.

**[SIGNATURES ON NEXT PAGE]**

True Vine Beauty LLC  
COMPANY

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Signature

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By [REPRESENTATIVE]

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Date

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CLIENT

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Signature

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By

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Date