

ERETAILER AUTHORIZATION AGREEMENT

This Internet Retailer Agreement ("Agreement") is made and entered into as of _____, 2016 ("Effective Date") by and between SIBU, LLC, an Utah corporation ("Manufacturer"), and _____ (*name of Internet Retailer*), a _____ (*state of organization and type of company*), ("Internet Retailer").

WHEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the terms as set forth below.

I. MANUFACTURER

Manufacturer is the manufacturer of SibU, a line of health and beauty care products which shall be hereafter defined as "Product."

II. INTERNET RETAILER

Internet Retailer is in the business of retail sales of various products to the general public via the internet within the territory of the United States, including those of similar class and description to Product.

III. DISTRIBUTORS

Product is distributed by Manufacturer to approved distributors or directly to Internet Retailer. Internet Retailer is a customer of (write all applicable distributors)

_____ ("Distributor"), a distributor of Product.

IV. DISCLOSURE OF STOREFRONT NAMES

Internet Retailer sells Manufacturer product online under the following storefront name(s), website(s) and channel(s):

- | | |
|-----------|-----------|
| 1.) _____ | 2.) _____ |
| 3.) _____ | 4.) _____ |
| 5.) _____ | 6.) _____ |

Failure to disclose all storefront name(s), website(s) and channel(s) results in a material breach of this agreement.

V. AUTHORIZATION

Manufacturer's authorization to Internet Retailer to resell Product is based on Internet Retailer's agreement to the terms set forth herein. In addition, Internet Retailer acknowledges its receipt of Manufacturer's minimum advertised price policy (the "MAP Policy"), the current form of which is attached hereto as Exhibit A. Manufacturer may update the terms of its MAP Policy from time to time, and will post any updates.

VI. REPRESENTATION

Internet Retailer represents and warrants to Manufacturer that all information provided by Internet Retailer on the Agreement is true and complete. Failure to complete this agreement with true and complete information will cause Internet Retailer to be considered unauthorized and Internet Retailer will be expressly forbidden from engaging in the sale of Manufacturer Product, using any copyrights or trademarks of Manufacturer and will be restricted from purchasing Product. To the extent that Internet Retailer subsequently seeks to sell the Product through a storefront and/or channel not disclosed in the original Agreement, separate approval is required from

Manufacturer. Failure to do so will be considered a violation of this agreement.

VII. COMPLIANCE WITH SELLING POLICIES

By signing below, Internet Retailer acknowledges receipt of the terms and conditions of the MAP Policy, including Manufacturer's right to discontinue doing business with any Internet Retailer that advertises below the prices set forth in the MAP Policy. Furthermore, Internet Retailer acknowledges that it is expressly forbidden from engaging in the international sales of Manufacturer Products. Approved Internet Retailers are only authorized to sell Manufacturer's Products to end consumers within the United States and its territories.

VIII. CONDITIONS FOR USE OF DROP SHIPPERS AND THIRD-PARTY FULFILLMENT CENTERS

"Drop Shippers" are defined as entities appointed by Internet Retailer to distribute Product. "Third-Party Fulfillment Centers" are defined as third party entities that, on behalf of the Internet Retailer, store Product, receive customer Product orders, package Product in response to the customer orders, and ship the ordered Product to the end customer.

a. **Effective October 25, 2016**, Internet Retailer must receive prior written approval from Manufacturer to warehouse, distribute and fulfill Product orders through the services of Drop Shippers or Third-Party Fulfillment Centers. We consider Third-Party Fulfillment Centers to include the use of Fulfillment-By-Amazon (FBA), Fulfillment-By-Sears (FBS) and other such services.

b. **Effective October 30, 2016**, all Internet Retailers who were using the services of Drop Shippers or Third-Party Fulfillment Centers previous to this Agreement are no longer authorized to replenish Drop Shippers or Third-Party Fulfillment Centers with additional Product without prior written approval.

c. **Effective November 10, 2016**, all Internet Retailer who were using the services of Drop Shippers or Third-Party Fulfillment Centers previous to this Agreement can no longer offer for sale, or list any Product on the internet that uses the services of Drop Shippers or Third-Party Fulfillment Centers without prior written approval.

IX. USE OF IMAGES AND COPYRIGHTS

In exchange for compliance with the policies outlined herein and in Exhibit A, Manufacturer will offer the following to Internet Retailers:

- a. Authorization for use of Manufacturer' trademarks, images and copy, in compliance with the trademark and brand policies of Manufacturer;
- b. Authorization for use of Manufacturer' trademarks on Internet Search Engines (ie. Google, Yahoo!, Bing) (please send your company Google Account ID to map@sibu.com)

X. COMPLIANCE WITH LAW

Internet Retailer agrees to comply with all requirements applicable to sales of Products now in force, or which may hereafter be in force, of all municipal, county, state and federal authorities. Without limiting the foregoing, Internet Retailer shall file sales and use tax returns in all jurisdictions where such filing is required and shall timely pay any taxes due.

XI. INDEMNITY

Internet Retailer shall indemnify, defend and hold Manufacturer harmless from any loss or liability arising from Internet Retailer's breach of this Agreement.

XII. JURISDICTION

Each party hereby consents to the exclusive jurisdiction of the state and federal courts located in the State of Utah, county of Salt Lake, in any action on a claim arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement. Each party further agrees that personal jurisdiction over him or her may be effected by service of process by registered or certified mail addressed as provided in this Agreement or the Internet Retailer Application, and that when so made shall be as if served upon him or her personally within the State of Utah.

XIII. INJUNCTION

The parties acknowledge that breach of this Agreement will result in injury to Manufacturer, its reputation and brand which cannot be adequately compensated by monetary damages, will be difficult or impossible to calculate and will thus cause irreparable harm to Manufacturer. Therefore, Manufacturer will be entitled to immediate injunctive relief if it must go to court to enforce the provisions of this Agreement. Attorneys' fees shall be awarded to the prevailing or most prevailing party.

XIV. COUNTERPARTS

This Agreement may be signed in multiple counterparts with the same force and effect as if all original signatures appeared on one copy; and in the event this Agreement is signed in counterparts, each counterpart shall be deemed an original and all of the counterparts shall be deemed to be one agreement. Each party agrees that facsimile or electronic signatures shall be effective as original signatures.

XV. APPLICABLE LAW

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Sibu, LLC.

Internet Retailer

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
MINIMUM ADVERTISED PRICE AND POLICIES

Sibu, LLC (“Manufacturer”) is hereby adopting the following Minimum Advertised Price Policy (the “MAP Policy”) designed to protect the long term strength and integrity of its brand, and retailers’ investment in Manufacturer and its products (“Products”), by helping retailers engage in advertising that best conveys to customers the value of Manufacturer’s Products.

The MAP Policy applies to all retailers, resellers, and distributors of Manufacturer’s Products (“Retailers”) to maintain an advertised pricing structure. The MAP Policy applies to advertised prices, not the prices at which Products are actually sold, and each Retailer is free to set its actual resale price for any Product independently. The MAP Policy takes effect on retailers, and retailers must be in compliance no later than March 5, 2016. The Minimum Advertised Prices for Products are:

MINIMUM ADVERTISED PRICE (MAP)

UPC	Title	MAP
858180002037	SEA BUCKTHORN OMEGA-7, 60 SGEL	\$27.96
858180002082	SEA BUCKTHORN SEED OIL, 10 ML	\$15.96
858180002617	SEA BUCKTHORN OMEGA 7, 180 SGEL	\$63.96
858180002075	SEABUCKTHORN FACE CREAM, 1 OZ	\$19.96
858180002013	SEA BUCKTHORN CLEANSER, 4 FZ	\$15.96
858180002624	SEA BUCKTHORN SD OIL,OG2, 30 ML	\$31.96
858180002020	SEA BUCKTHORN SERUM, 1 FZ	\$35.96
858180002068	SEA BUCKTHORN BODY CREAM, 6 FZ	\$15.96
858180002099	SEA BUCKTHORN EYE CREAM, 15 ML	\$23.96
858180002051	SEA BUCKTHORN BAR SOAP, 3.5 OZ	\$6.36
858180002419	OMEGA 7 PURE, 750 ML	\$31.96
858180002044	SEA BUCKTHORN LIQ SUPPLM, 25.35 FZ	\$27.96
858180002273	SEA BUCKTHORN FACE TONER, 3 FZ	\$23.96
858180002259	SEA BUCKTHORN SCRUB, 3.3 OZ	\$19.96
858180002006	NIGHT CREAM,REPLENISHING, 1 OZ	\$31.96
858180002266	SEA BUCKTHORN MASK, 2 OZ	\$27.96
858180002396	OMEGA 7,OG1,FRUIT OIL, 50 ML	\$27.96
NA	Moisturizing Body Cream 6 oz, Exfoliating Scrub 3.3 oz, Seed Oil 10 ml, Sea Buckthorn Face and Body Bar	\$58.52
NA	Omega 7 Support 60 softgels, Seed Oil 10 ml, Sea Buckthorn Face and Body Bar	\$49.56
NA	Sibu Face Cream 1 oz, Seed Oil 10 ml, Sea Buckthorn Face and Body Bar	\$41.56

A. The MAP Policy shall apply to all Retailers, and any Drop Shippers or Third-Party Fulfillment Centers used by Retailers approved by Manufacturer. The minimum advertised prices for all Manufacturer Products (“Minimum Advertised Price”) shall be listed on each Manufacturer Price List. Minimum Advertised Prices may be adjusted by Manufacturer from time to time, at its sole discretion.

B. The MAP Policy applies to all advertisements of Manufacturer Products over the Internet or similar electronic media including websites, email newsletters, and email solicitations, and in any and all other media, including, but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio and public signage. No such advertisement will represent or imply that any Product may be sold by a Retailer, Sub Distributor or Fulfillment Center for less than the full Minimum Advertised Prices.

C. “Bundling” or including a free or discounted product (whether made by Manufacturer or another manufacturer) with a Manufacturer Product would violate this MAP Policy and is not permitted.

D. For multipack offers the Minimum Advertised Price of the multipack is the quantity of SKU(s) in the multipack multiplied by the respective Minimum Advertised Price of the SKU(s) that comprise said multipack.

E. Any strike-through or other alteration of the Minimum Advertised Price is prohibited.

F. The MAP Policy does not establish maximum advertised prices. All Retailers, Drop Shippers or Third-Party Fulfillment Centers may offer Manufacturer Products at any price in excess of the Minimum Advertised Price. Internet auctions may not display or have reserved bid, "buy it now" or other acceptable prices below the Minimum Advertised Price.

G. The MAP Policy does not in any way limit the ability of any Retailer, Drop Shippers or Third-Party Fulfillment Centers to advertise that "they have the lowest prices" or, they "will meet or beat any competitor's price," that consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for Products is not less than Minimum Advertised Price.

H. From time to time, Manufacturer may permit Retailers to advertise one or more of the Manufacturer Products covered by this MAP Policy at prices lower than the MAP for a specified period. In such case, Manufacturer will notify its resellers in advance of the details of the limited suspension or modification of this MAP Policy.

I. Including in any advertising for a Product covered by this MAP Policy a gift card, coupon or any other type of discount that would effectively immediately reduce the advertised price of the Manufacturer Product below the Minimum Advertised Price then in effect for such Product will constitute a violation of this MAP Policy. Advertising that includes a gift card, coupon or any other type of discount on future purchases (regarding of whether or not for Products) shall be evaluated under the same guidelines as describes in Section C regarding Bundling.

J. This MAP Policy strictly prohibits the sale of our Products on Walmart.com, Target.com or any big box store website, without written approval from Manufacturer.

K. A Retailer with multiple store locations that violates this MAP Policy at any particular store location will be considered to have violated this MAP Policy at all its store locations.

L. Manufacturer's sales representatives are not permitted to make any agreement with any Retailer with respect to the advertising or pricing of Manufacturer Products, including without limitation, modifications to this MAP Policy.

M. In the case of a violation of the MAP Policy or a violation of the Conditions For Use of Drop Shippers and Third-party Fulfillment Centers the following actions will be taken by Manufacturer against the Retailer:

1st Violation: Send warning. Request to abide by MAPs within 24 hours. No hard action taken.

2nd Violation: Send warning. Request to abide by MAPs within 24 hours. Remove purchasing privileges until prices are adjusted.

3rd Violation: Send warning. Request to abide by MAPs within 24 hours. Remove purchasing privileges for 30 days.

4th Violation: Send warning. Remove purchasing abilities permanently. Internet Retailer has 48 hours to remove all listings of Product within all of their online catalogs. Failure to remove such listings will result in Siby taking legal recourse to resolve the matter.

