
TANTUS RESELLER AGREEMENT FOR THE SALE OF FEELDOE® & REALDOE™ *(continued)*

This Agreement (“**Agreement**”), is entered into by and between Tantus, Inc. (“**Tantus**”), and [Name of Business] _____, a [State of Business]_____ [Type of Business]_____ (“**Company**”, and together with Tantus, the “**Parties**”, and each, a “**Party**”).

Tantus is the manufacturer and main distributor of the Feeldoe and Realdoe. The Feeldoe and Realdoe are offered in four sizes, specifically Slim, Classic, More, and Stout. These items are collectively referred to as the “**Product**”. Buyer desires to purchase from Tantus, and Tantus desires to sell to Buyer the Product(s) for resale subject to and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree:

1. Sale of Products. Tantus shall sell to Buyer and Buyer shall purchase from Tantus the Products in the quantities and at the prices set forth in a mutually-agreed purchase order (the “**Order**”).

2. Purchase Orders. Buyer may send purchase orders by mail, email, facsimile, or over the telephone. Purchase orders must include the Buyer’s name, billing address, the address to which the Products are to be shipped, and item number, the units being ordered and a full, complete and accurate list of the URL’s where Products purchased pursuant to such purchase order will be offered by Buyer for sale. Buyer agrees not to offer to sell the Product on any URL, Internet or mobile site other than as clearly identified on the proposed purchase orders. Tantus may reject any proposed purchase order for any reason or no reason. Any pre-printed terms and conditions on a purchase order that are inconsistent with the express terms provided herein shall be void and of no effect.

3. Delivery. The Products will be delivered within a reasonable time after the date of this Agreement, subject to availability of finished Products. Tantus shall not be liable for any delays, loss or damage in transit. Tantus may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of the quantity purchased under this Agreement. The quantity of any installment of Products as recorded by Tantus on dispatch from Tantus’s place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Tantus shall not be liable for any non-delivery of Products (even if caused by Tantus’s negligence) unless Buyer gives written notice to Tantus of the non-delivery within 10 days of the date when the Products would in the ordinary course of events have been received. Any liability of Tantus for non-delivery of the Products shall be limited to delivering the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered.

4. Third Party Resellers. Buyer shall not promote, market, advertise, offer to sell, or sell the Product(s) on or through any online marketplace or to any auction service (e.g. Ebay, Amazon Marketplace, or like websites).

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Buyer shall not knowingly sell the Product to third parties that are known to the Buyer that sell through an online marketplace or auction service.

5. Minimum Advertised Price. All of your dealings with Tantus are subject to the policies adopted from time-to-time by Tantus, including Tantus' Minimum Advertised Pricing policy ("MAP Policy") which Tantus has unilaterally adopted to protect the integrity of the Product and Tantus' retailer network. A copy of the current MAP Policy is hereby attached to this Agreement. **Any resale or offer for sale of Products by distributors or retailers of Buyer may be viewed in accordance with Tantus's policies as if such Products are sold and offered for sale directly by Buyer itself.**

6. Price and Taxes. Buyer shall purchase the Products from Tantus at the price (the "Prices") set forth in the Purchase Order. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Tantus' income, revenues, gross receipts, personnel or real or personal property or other assets.

7. No Set-off. Buyer shall not, and acknowledges that it will have no right, under this Agreement, any other agreement, document or law, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Tantus, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Tantus.

8. Warranties.

(a) Tantus warrants to Buyer that for a period of 30 days from the date of shipment of the Products ("**Warranty Period**"), such Products will be free from material defects in material and workmanship.

(b) **[EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 10(A),] TANTUS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

(c) Tantus shall not be liable for a breach of the warranty set forth in Section 7(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Tantus within 10 days of the time when Buyer discovers or ought to have discovered the defect; (ii) Tantus is given a reasonable opportunity after receiving the notice to examine such Products and Buyer (if requested to do so by Tantus) returns such Products to Tantus' place of business at Tantus' cost for the examination to take place there; and (iii) Tantus reasonably verifies

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Buyer's claim that the Products are defective.

(d) Subject to Section 7(c), with respect to any defective Products identified during the Warranty Period, Tantus shall, in its sole discretion, either: (i) repair or replace such Products (or the defective part) or (ii) credit or refund the Price of such Products *provided that*, if Tantus so requests, Buyer shall, at Tantus' expense, return such Products to Tantus.

(e) **THE REMEDIES SET FORTH IN SECTION 7(e) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND TANTUS' ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 7(e).**

9. Limitation of Liability.

(a) **IN NO EVENT SHALL TANTUS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT TANTUS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL TANTUS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO TANTUS FOR THE PRODUCTS SOLD HEREUNDER or \$10,000, WHICHEVER IS LESS.**

10. Compliance with Law. Buyer is in compliance with and shall comply with all applicable laws, regulations and ordinances. Buyer has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

11. Termination. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause by giving the other party five days written notice of termination. In the event that there is a termination, this Agreement shall remain applicable to any purchase order made by Buyer and accepted by Tantus prior to the date notice of termination was given. Upon termination of the agreement for any reason, all monies owed by Buyer to Tantus shall be due and payable immediately. Any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

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12. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

13. Choice of Law and Forum. This Agreement, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Nevada, United States of America, without regard to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Nevada. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded from application to this Agreement. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the U.S. District Court, District of Nevada, or, if such court does not have subject matter jurisdiction, the courts of the State of Nevada sitting in Reno, Nevada, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts.

14. Force Majeure. Any delay or failure of Tantus to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond Tatus' control.

15. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, 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. No relationship of exclusivity shall be construed from this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

TANTUS, INC.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____