



HONEYBEE GARDENS

MAP & ERETAILER AUTHORIZATION AGREEMENT

This Internet Retailer Agreement ("Agreement") is made and entered into as of _____, 2021 ("Effective Date") by and between Honeybee Gardens, Inc. a Pennsylvania corporation ("Honeybee Gardens"), and _____ (*name of Internet Retailer*), a _____ (type of company), ("Internet Retailer"), with regard to the following:

I. MANUFACTURER

Honeybee Gardens is the manufacturer of a line of natural cosmetics and body care products which shall be hereafter defined as "Product."

II. 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 Honeybee Gardens 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 Honeybee Gardens' product online under the following storefront name(s) and channels

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

Failure to disclose all storefront names and channels results in a breach of this agreement.

V. AUTHORIZATION

Honeybee Gardens' authorization to Internet Retailer to resell Product is based on Internet Retailer's agreement to the terms set forth herein, including the terms and conditions contained in Schedule A. WHEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as set forth below.

VI. REPRESENTATION

Internet Retailer represents and warrants to Honeybee Gardens that all information provided by Internet Retailer on the Application is true and complete. Internet Retailer agrees to refrain from sales of Product until Honeybee Gardens transmits to Internet Retailer written approval of the Application.

VII. COMPLIANCE WITH SELLING POLICIES

By signing below, Internet Retailer acknowledges receipt of, and agrees to conform to the terms and conditions of the MAP Policy, including, but not limited to, Internet Retailer's acknowledgement that Internet Retailers are expressly forbidden from

engaging in the international sales of Honeybee Gardens Products. Approved Internet Retailers are only authorized to sell Honeybee Gardens' 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 a Distributor to distribute Product. "Third-Party Fulfillment Centers" are defined as third party entities that, on behalf of the Internet Retailer, stores Product, receives customer Product orders, packages Product in response to the customer orders, and ships the ordered Product to the end customer.

a. **Effective April 20, 2015**, Internet Retailer must receive prior written approval from Honeybee Gardens 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), Walmart, eBay, and other such services.

b. **Effective April 30, 2015**, all Internet Retailers who were using the services of Drop Shippers or Third-Party Fulfillment Centers before this Agreement are no longer authorized to replenish Drop Shippers or Third-Party Fulfillment Centers with additional Product without prior written approval.

c. **Effective May 31, 2015**, all Internet Retailers 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 Schedule A, Honeybee Gardens will offer the following to Retailers:

- a. Authorization for use of Honeybee Gardens' trademarks, images and copy;
- b. Authorization for use of Honeybee Gardens' trademarks on Internet Search Engines (ie. Google, Yahoo!, Bing) (please send your company Google Account ID to sales@honeybeegardens.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 Honeybee Gardens 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 Superior Court of the State of Pennsylvania 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 Pennsylvania.

XIII. INJUNCTION

The parties acknowledge that breach of this Agreement will result in injury to Honeybee Gardens, 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 Honeybee Gardens. Therefore, Honeybee Gardens 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 Pennsylvania.

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

SCHEDULE A
MINIMUM ADVERTISED PRICE AND POLICIES

Honeybee Gardens, Inc. MAP policy states that all retailers selling on the Internet maintain an advertised pricing structure. The Honeybee Gardens MAPs take effect on and retailers must comply on the date this agreement is signed. The Minimum Advertised Price for Products are:

MINIMUM ADVERTISED PRICE (MAP)

PRODUCT	UPC	MAP
Truly Natural Lipstick		
Bermuda	665013771110	\$15.99
Bombshell	665013711888	\$15.99
Burlesque	665013760459	\$15.99
Cherokee	665013760701	\$15.99
Desire	665013728237	\$15.99
Dream	665013772230	\$15.99
Goddess	665013760527	\$15.99
Heirloom	665013761234	\$15.99
Masquerade	665013712274	\$15.99
Paradise	665013771233	\$15.99
Queen Bee	665013757558	\$15.99
Risqué	665013727957	\$15.99
Romance	665013727841	\$15.99
San Francisco	665013757060	\$15.99
Seduction	665013710171	\$15.99
South Beach	665013751273	\$15.99
Thoroughbred	665013731275	\$15.99
Tuscany	665013760237	\$15.99
Valentine	665013728008	\$15.99
Vintage Merlot	665013728015	\$15.99
Calliope	665013752133	\$15.99
Darla	665013752140	\$15.99
Sweet Pea	665013752119	\$15.99
Swizzle	665013752126	\$15.99
WaterColors Nail Enamel		
Abyss, DISCONTINUED	665013571154	\$12.99
Burlesque, DISCONTINUED	665013560455	\$12.99
Camelot, DISCONTINUED	665013557028	\$12.99
Cherokee, DISCONTINUED	665013560707	\$12.99

Clear (Base/Top)		665013590001		\$12.99
Desire		665013528233		\$12.99
Destiny		665013570126		\$12.99
Fairy Dust		665013560745		\$12.99
Goddess		665013560523		\$12.99
Hippie Chick		665013526260		\$12.99
Manhattan, DISCONTINUED		665013570133		\$12.99
Manicure White		665013505227		\$12.99
Mocha Latte, DISCONTINUED		665013523054		\$12.99
Nude Beach, DISCONTINUED		665013570140		\$12.99
Oasis		665013571147		\$12.99
Renaissance, DISCONTINUED		665013571123		\$12.99
Risque, DISCONTINUED		665013527953		\$12.99
Romance, DISCONTINUED		665013527847		\$12.99
San Francisco, DISCONTINUED		665013557066		\$12.99
Serenity, DISCONTINUED		665013570119		\$12.99
Shiny Penny, DISCONTINUED		665013557905		\$12.99
Tease, DISCONTINUED		665013571130		\$12.99
Tuscany		665013560233		\$12.99
Valentine		665013528004		\$12.99
Vintage Merlot		665013528011		\$12.99
Whisper		665013570102		\$12.99
Wildfire		665013571116		\$12.99
Boysenberry		665013575145		\$12.99
Forget Me Not		665013576111		\$12.99
Glowing Ember		665013575152		\$12.99
Hibiscus		665013572120		\$12.99
Island Orchid		665013572137		\$12.99
Legacy		665013575114		\$12.99
Raspberry Sorbet		665013572144		\$12.99
She Said Yes		665013576128		\$12.99
Surfs Up		665013572113		\$12.99
Sweater Weather		665013575121		\$12.99
Victorian Lace		665013575138		\$12.99
Wisteria		665013576135		\$12.99
Nail Polish Remover Gel 2 fl oz		665013530014		\$12.99
Endure Primer/Sealer		665013575916		\$13.99
Nail Polish Remover 4 fl. oz.		665013530007		\$12.99

PowderColors Eye Shadow				
Angelic		665013440108		\$8.99
Castaway		665013440184		\$8.99
Celtic		665013440214		\$8.99
Chai		665013440221		\$8.99
Cloud Nine		665013440191		\$8.99
Flirtatious		665013440139		\$8.99
Gypsy		665013440153		\$8.99
Martini		665013440207		\$8.99
Moon Dust		665013440115		\$8.99
Passage to India		665013440252		\$8.99
Princess		665013440122		\$8.99
Satin Sheets		665013440238		\$8.99
Sedona		665013440245		\$8.99
Spellbound		665013440146		\$8.99
Sunset Strip		665013440177		\$8.99
Tempress		665013440160		\$8.99
Wanderlust		665013440276		\$8.99
Wicked		665013440283		\$8.99
Pressed Powder Eye Shadow Singles				
Adonis		665013847129		\$9.99
Antique		665013844302		\$9.99
Ballet		665013847167		\$9.99
Chateau		665013847150		\$9.99
Fresco		665013847136		\$9.99
Galileo		665013847174		\$9.99
Juliet		665013847112		\$9.99
Venus		665013847143		\$9.99
Utopia		665013847181		\$9.99
Porcelain		665013844104		\$9.99
Ninja Kitty		665013844203		\$9.99
Cameo		665013843206		\$9.99
Canterbury		665013843305		\$9.99
Mojave		665013843008		\$9.99
Cairo		665013845408		\$9.99
Coco Loco		665013843404		\$9.99
Tippy Taupe		665013843107		\$9.99
Daredevil		665013845200		\$9.99
Dragonfly		665013845309		\$9.99

Drama Bomb		665013845101		\$9.99
Pacific		665013841004		\$9.99
Nirvana		665013844401		\$9.99
Conspiracy		665013842001		\$9.99
Eye Compact		665013849994		\$13.99
Effortless Eye Liner				
Jet Set		665013850082		\$8.99
Belgian Chocolate		665013850099		\$8.99
Brown Sugar		665013850105		\$8.99
Blue Jeans		665013850136		\$8.99
Smoking Gun		665013850075		\$8.99
Envy		665013850143		\$8.99
Passion		665013850150		\$8.99
Mascaras				
Truly Natural Mascara, Black Magic		665013470105		\$13.99
Truly Natural Mascara, Choc. Truffle		665013470112		\$13.99
Truly Natural Mascara, Espresso		665013470129		\$13.99
Bellissima Volumizing Mascara, Black Lace		665013470204		\$14.99
Bellissima Volumizing Mascara, Coffee Bean		665013470303		\$14.99
Eye Shadow Palettes				
Cosmopolitan palette		665013491117		\$29.99
Party Girl palette		665013492220		\$29.99
Smokey Eye palette		665013493333		\$29.99
Nude Renaissance Palette		665013848119		\$39.99
Luscious Lip Gloss				
Innocence		665013770106		\$13.99
Viper		665013770113		\$13.99
Glam I am		665013770120		\$13.99
Hollywood		665013770137		\$13.99
Eternity - DISCONTINUED		665013770144		\$13.99
Irresistible Lip Liner				
Charisma		665013780129		\$8.99
Fantasy		665013780136		\$8.99
Perfection		665013780143		\$8.99
Island Spice		665013780150		\$8.99

Zen		665013780167		\$8.99
Pressed Mineral Powder Foundation				
Geisha		665013631001		\$11.99
Supernatural		665013632008		\$11.99
Luminous		665013633005		\$11.99
Malibu		665013634002		\$11.99
Montego		665013635009		\$11.99
Avignon		665013636006		\$11.99
Sultana		665013638000		\$11.99
Sundance		665013637003		\$11.99
Fiji		665013639007		\$11.99
Foundation Compact w/ Puff		665013631117		\$12.99
Complexion Perfecting Blush				
Breathless		665013671014		\$16.99
Euphoria		665013671045		\$16.99
Rendezvous		665013671038		\$16.99
Tea Rose		665013671052		\$16.99
Tryst		665013671021		\$16.99
Cosmetic Tools				
Mini Kabuki Brush / Bronzer		665013411009		\$12.99
Eco Friendly Brush Set		665013122226		\$24.99
Pencil Sharpeners - pink		665013413119		\$5.99
Pencil Sharpeners - purple		665013413126		\$5.99
4-Sided Nail File/Buffer		665013415038		\$6.99
Bath & Body Care Products				
Hydrating Facial Toner		665013140015		\$15.99
Herbal Mint Alcohol Free Hair Spray		665013320035		\$13.99
Tropical Lip Balm		665013351893		\$2.99
Vanilla Pie Lip Balm		665013353293		\$2.99
Orange Mimosa Lip Balm		665013355693		\$2.99
Strawberry Champagne Lip Balm		665013354993		\$2.99
Deodorant Powder		665013132027		\$8.99
Herbal Aftershave Unfragranced		665013260010		\$11.99
Herbal Aftershave Bay Rum		665013261024		\$11.99
Herbal Aftershave Florida		665013263035		\$11.99
Herbal Aftershave Key Lime		665013264049		\$11.99
Herbal Aftershave Sandalwood		665013266067		\$11.99

Herbal Aftershave Vermont		665013267071		\$11.99
HBG for Men Unscented Deo Powder		665013132034		\$8.99
HBG for Men Bay Rum Deodorant Powder		665013132041		\$8.99
Tinted Lip Balms				
Pomegranate Pop		665013350117		\$7.99
Cherry Crush		665013350124		\$7.99
Watermelon Mist		665013350131		\$7.99
Nudie Patootie		665013350148		\$7.99
Strawberry Sunrise		665013350155		\$7.99
Body Oils				
Amethyst		665013371150		\$14.99
Clear Quartz		665013371129		\$14.99
Garnet		665013371143		\$14.99
Peridot		665013371136		\$14.99
Rose Quartz		665013371112		\$14.99
Cleansing Grains				
Normal/Dry		665013241118		\$14.99
Oily		665013241125		\$14.99
Anti-Aging		665013241132		\$14.99

- A. The MAP Policy shall apply to Internet Retailers and any Drop Shippers or Third-Party Fulfillment Centers used by Internet Retailers approved by Honeybee Gardens. The minimum prices for all Honeybee Gardens Products (“Minimum Advertised Price”) shall be listed on each Honeybee Gardens Price List. Minimum Advertised Prices may be adjusted by Honeybee Gardens from time to time, at its sole discretion.
- B. The MAP Policy applies to all advertisements of Honeybee Gardens Products over the Internet or similar electronic media including websites, email newsletters, and email solicitations. No such advertisement will represent or imply that any Product may be sold by an Internet 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 Honeybee Gardens or another manufacturer) with a Honeybee Gardens Product would violate this MAP Policy and is not permitted.
- D. For multipack offers the MAP of the multipack is the quantity of SKU(s) in the multipack multiplied by the respective MAP 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 Internet Retailers, Drop Shippers or Third-Party Fulfillment Centers may offer Honeybee Gardens 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 Internet 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, Honeybee Gardens may permit resellers to advertise one or more of the Honeybee Gardens products covered by this MAP Policy at prices lower than the MAP for a specified period. In such case, Honeybee Gardens will notify its resellers in advance of the details of the 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 reduce the advertised price of the Honeybee Gardens product below the MAP then in effect for such product will constitute a violation of this MAP Policy.
- J. Internet auctions may not display or have reserved bid or other acceptable prices that violate MAP pricing.
- K. This agreement strictly prohibits the sale of our merchandise on Amazon.com, Walmart.com, Target.com, eBay or any big box store website or re-sale site, without written approval from Honeybee Gardens Inc.
- L. A reseller with multiple store locations that violates this MAP Policy at any store location will be considered to have violated this MAP Policy at all its store locations.
- M. Honeybee’s sales representatives are not permitted to make any agreement with any reseller with respect to the advertising or pricing of Honeybee Gardens products, including without limitation, modifications to this MAP Policy.

N. In the case of a violation of MAPs or a violation of the Conditions for Use of Drop Shippers and Third-party Fulfillment Centers the following actions will be taken by Honeybee Gardens against the Internet 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 their online catalogs. Failure to remove such listings will result in Honeybee Gardens taking legal recourse to resolve the matter.

PLEASE SEND SIGNED MAP AGREEMENT TO: sales@honeybeegardens.com or Fax: 610.396.9226

Honeybee Gardens, Inc.

Internet Retailer

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

