

Thank you for your interest in becoming an Authorized Willowbrook, Inc. Dealer. The following sets forth the expectations, terms and conditions of our Authorized Dealership program:

A. If approved as an Authorized Willowbrook Dealer, you understand and agree:

1. That Willowbrook is the owner of the Willowbrook trademark and has and shall retain all rights in its trademarks and in such designations and that any goodwill that develops as a result of your use of the Willowbrook trademarks and designation inures solely to the benefit of Willowbrook.
2. To respect Willowbrook's intellectual property rights, including its trademarks, copyrights, trade dress, and patents. During and after your appointment as an Authorized Willowbrook Dealer, you agree to refrain from use of any such intellectual property in an unauthorized manner, or in a manner likely to be confused with any marks of Willowbrook.
3. That you are only authorized to sell the Willowbrook brand and products as follows:
 - In the specific "brick and mortar" store location which you own and operate and for which you have been approved as an Authorized Dealer
 - On ecommerce enabled web pages hosted on websites which you own and operate
 - Only within the United States
4. That you are explicitly prohibited from selling, or facilitating the commercialization of, the Willowbrook brand and product:
 - To unauthorized sellers
 - On third party operated websites, including, but not limited to, sites such as Amazon, Etsy, eBay, Alibaba, Buy.com., Walmart.com, Jet.com, Overstock.com, Wayfair, Zulily, and/or Craigslist. Further, you understand and agree that selling the Willowbrook brand and product on such third-party websites is an explicit infringement of Willowbrook's intellectual property rights.
5. That you understand and agree not to make use of any Willowbrook trademarks, other Intellectual Property Rights, or otherwise confusingly similar marks within your company name, any domain name, or other registration of any type then made under your company name or any related company thereof. Should it be determined by Willowbrook that you have made improper use of its rightful Intellectual Property Rights and/or any confusingly similar marks or practices, you expressly agree, if requested by Willowbrook, to assign to Willowbrook any such existing domain name or registration you might own that utilizes and infringes upon Willowbrook's Intellectual Property Rights.
6. To adhere to Willowbrook's Minimum Advertised Pricing (MAP) policy, as follows:
 - All Willowbrook products must, at a minimum, be advertised at a price of 100% markup from the current listed wholesale price.
 - Advertised promotions of up to 15% are allowed, but must be periodic, varied in nature, and for a duration of no more than 7 days.
 - "Tester" products offered to Authorized Dealers are intended for in-store use only and may not be sold or included as part of any promotional offers to customers, including a gift with purchase.
 - "Sample" products offered to Authorized Dealers for the express purpose of consumer giveaways are excluded from this MAP policy.
 - Discontinued products, no longer offered for sale by Willowbrook, are excluded from this MAP policy
7. To cooperate with Willowbrook in its marketing efforts by reviewing and, where appropriate, adopting Willowbrook Marketing recommendations and using Willowbrook marketing materials.
8. To familiarize yourself and comply with the standards, policies, terms and conditions stated by Willowbrook in its product literature and sales materials.
9. To Immediately upon actual termination of this Agreement or of your appointment as an Authorized Willowbrook Dealer for any reason:
 - To cease representing yourself as an Authorized Willowbrook Dealer and to cease using any intellectual property rights of Willowbrook; including that you shall remove from your property or website and immediately discontinue all use, directly or indirectly, of trademarks, designs, and markings owned and controlled by Willowbrook of any word, title, expression, trademark, design or marking that, in the opinion of Willowbrook, is confusingly similar thereto; and
 - That you expressly agree, if requested by Willowbrook, to assign to Willowbrook any existing domain name or registration of any type then in your company name or any related company thereof that makes use of Willowbrook Intellectual Property Rights and/or any confusingly similar marks or practices; and
 - That you agree to the granting of an injunction against you by a South Carolina court if you should continue to infringe Willowbrook intellectual property rights and/or to make sales of Willowbrook products after this Agreement is terminated or after your appointment as an Authorized Willowbrook Dealer is terminated, and you agree to pay any and all legal expenses and costs associated with obtaining any such injunction.
10. When requested by Willowbrook, to confirm and acknowledge to Amazon or other third-party operated sites intellectual property rights held by Willowbrook, and to identify to Willowbrook, when requested based on your knowledge, parties involved with unauthorized internet sales of Willowbrook products, and when requested by Willowbrook to cease and desist making sales to any identified unauthorized sellers (regardless of means, market or distribution channel) of Willowbrook products.

11. Any decision by Willowbrook in a given instance to take corrective action with a Dealer (for example, such as a suspension or other action) rather than formal termination, shall be at Willowbrook's sole discretion, and does not waive any rights of Willowbrook as to any remedies hereunder.

12. Willowbrook does not permit any person to make or receive any payments or investments in connection with the application to become, or appointment as, an Authorized Willowbrook Dealer. You hereby affirm that you have not made or received any such payments or investments.

B. If you are approved as an Authorized Willowbrook Dealer, Willowbrook agrees:

1. That you may utilize the designation Authorized Willowbrook Dealer in advertising of Willowbrook products and at the authorized location, provided that you adhere to Willowbrook's trademark use guidelines.

2. That you may place orders for Willowbrook products, although you understand and agree that acceptance of such orders is at Willowbrook's sole discretion and shall be subject to Willowbrook's then standard Terms and Conditions and Willowbrook's right to obtain updated credit information of the kind set forth in this Application.

3. That it will provide you with such product literature and marketing materials as Willowbrook deems appropriate, provided that you agree that you will use such literature and materials solely in connection with the marketing and sale of Willowbrook products; that you obtain no rights whatsoever in any Willowbrook intellectual property rights by virtue of this Agreement or any authorized activities hereunder; and that you will make legal markings and notices regarding such intellectual property rights, or take other reasonable marketing steps for the preservation thereof, as from time to time may be indicated by Willowbrook.

C. Changes and/or Termination:

1. You agree that the policies of Willowbrook are subject to change at any time, and that Willowbrook reserves the right to terminate or modify the Authorized Dealership Program.

2. You acknowledge that Willowbrook reserves the right to terminate this agreement and your appointment as an Authorized Willowbrook Dealer for any reason and no reason upon five (5) days written notice and for cause immediately.

3. Accounts can be closed at any time at the sole discretion of the corporate office, with or without cause.

4. All accounts will be closed after 18 months of inactivity. Once an account is closed, to re-establish an account all retailers will be required to go through the then current new account approval process, including a minimum opening order

D. This Agreement:

(1) shall not be assigned by either party without prior written consent of the other party; (2) shall be governed exclusively by the laws of South Carolina, with jurisdiction of the parties and the Agreement in pertinent federal or state courts within South Carolina; (3) constitutes the entire Agreement between the parties, superseding any and all prior agreements or any contrary understandings, whether written or oral.

(4) Notices hereunder may be given via mail or certified mail return receipt requested (effective on the day of posting) to the addresses and party names stated herein, **AND/OR** via email per email addresses provided by the Dealer to Willowbrook. (5) this Application and any other information provided by you to Willowbrook may be reviewed by Willowbrook's consultants, including the Independent Sales Representatives representing the product line. (6) **You agree that this Application and any other information provided by you to Willowbrook may be reviewed by Willowbrook's consultants, including the Independent Sales Representatives representing the product line.**

E. I am authorized to execute this Agreement on behalf of the Applicant listed on the application.

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