

WELLNESS RESELLER AGREEMENT

This **WELLNESS RESELLER AGREEMENT** (“Agreement”), executed in San Francisco, California, is effective as of ____
____, 201_ (“Effective Date”) by and between **STRIIV**, a California corporation with offices at 570 El Camino Real,
Redwood City, CA 94063 USA and _____, a _____ corporation, with offices at
_____ (“Reseller”).

This Agreement, including any Exhibits and documents referred to in this Agreement or attached hereto, constitutes the entire and exclusive statement of agreement between the parties with respect to the subject matter and it replaces any prior or contemporaneous oral or written communications between the parties. In the event of conflict between the terms of this Agreement and the terms of an Exhibit hereto, the terms of the Exhibit shall govern. There are no conditions, understandings, agreements, representations or warranties, express or implied, which are not specified herein. This Agreement may only be modified by a written document executed by the parties hereto.

1. Relationship. Subject to the terms and conditions of this Agreement, Striiv hereby appoints Wellness as its non-exclusive distributor for the marketing, distribution, and sale of the Striiv family of products identified on **Exhibit A** (collectively, “Products”) within the geographical territory set forth on Exhibit A (“Territory”). Striiv may, at its sole discretion, and without incurring any liability to Reseller: (a) change the features, or discontinue the manufacture or sale, of any of the Products; (b) add additional Striiv products and pricing to this Agreement (“Additional Products”); and (c) appoint other distributors for Products or sell Products directly within the Territory.

2. Reseller Sales Organization and Activities.

2.1 Reseller Requirements. In connection with the performance of its obligations in this Agreement Reseller represents and warrants that:

- a. it shall employ professional and ethical sales and support personnel to sell and support the products;
- b. it shall provide prompt and reliable assistance to Reseller’s end user customers (“Customers”) with respect to the Products;
- c. it shall stay current with respect to information concerning the Products and, where appropriate, attend training with respect to the Products;
- d. it shall maintain, for demonstration purposes adequate equipment and other resources to properly demonstrate the Products;
- e. it shall not market the Products as, or make any representations regarding the Products being, medical devices or certified as such nor make any representations, warranties, or guarantees with respect to the Products that are inconsistent with the documentation accompanying the Products, including any disclaimers of warranties; and
- f. it shall not to distribute, sell, offer for sale, or promote any product that is substantially similar to and competes with the Products (each a “Competing Product”) in any way that prefers a Competing Product over the Products or distribute, sell, offer for sale, or promote any Competing Product to any person or entity that has indicated an interest in the Products or that was introduced to Reseller by Striiv.

2.2 Marketing. Striiv will provide certain content, collateral, and sales materials, in its sole discretion, to assist Reseller in the promotion and sales of the Products upon request of Reseller. Prior to publishing, mailing or distributing any advertising, promotional, product packaging or online materials relating to the Products or the related Striiv services (other than those materials provided by Striiv), Reseller shall submit such materials to

Striiv for its review and comment at least 7 days prior to the date of proposed publication, mailing or distribution, and shall not publish, mail or distribute, or allow publication, mailing or distribution of, such materials without prior written approval from Striiv. If not rejected by Striiv within such 7 day period, the material will be deemed approved.

3. Performance Obligations. During the Initial Term, Reseller shall employ its best commercial efforts to sell _____ Products and include the Products in its preferred commercial product offerings (the “Sales Goal”). Thereafter, the parties shall mutually agree upon Sales Goals for any subsequent Renewal Terms no less than thirty (30) days prior to the end of the then current Term. In the event that the parties do not agree upon a Sales Goal for any Renewal Term, then the Sales Goal for the prior year shall remain in effect for such Renewal Term.

4. Orders.

4.1 Order Process. Reseller shall purchase Products and Services by issuing Purchase Orders (“POs”) via email to the address specified in **Exhibit B** or as otherwise specified in writing by Striiv. The PO shall be signed or emailed by Reseller’s authorized representative. The PO shall specify ordered Products, quantity, unit price, total price of order per Product, complete shipping address and instructions, requested delivery date, PO number, Reseller point of contact information, and any other special instructions. Minimum order quantities and order sizes in full pallets and master cartons are specified in Exhibit A.

4.2 PO Acceptance: All POs from Reseller are subject to acceptance by written confirmation by Striiv (email will suffice). Striiv is under no obligation to accept any PO. Striiv shall, in writing within five business days of receipt, accept a PO or offer a proposed modification to the PO terms. If Striiv does not respond to a PO within said time period, the PO shall be deemed accepted. If Striiv offers modified terms, Reseller shall, in writing within three business days of receipt, accept or reject the modified terms. If Reseller does not respond to Striiv’s offer within said time period, the PO shall be deemed accepted with Striiv’s modified terms. Except as otherwise agreed in writing by the Parties, accepted POs are non-cancellable and cannot be rescheduled. The delivery date in the accepted PO shall be the Accepted Delivery Date.

4.3 PO Terms. This Agreement applies to all quotations made and POs accepted by Striiv and is an integral part of the sales contract between Striiv and Reseller. Whenever this Agreement conflicts with or is expanded or added to by any terms and conditions of Reseller’s purchase order, this Agreement shall govern and supersede the terms and conditions of Reseller’s PO and any conflicting, additional or other terms on Reseller’s PO shall be ineffective and non-binding unless otherwise agreed by the Parties in writing. The obligations expressed in this clause may not be waived except by express writing.

3 Prices and Payment Terms. Prices are defined in Exhibit A. Reseller may not issue debit memos to Striiv or otherwise deduct from or offset against any amounts due from Reseller to Striiv, without the prior written consent of Striiv which written consent may be given by electronic mail.

3.1 MAP. Pricing to end consumer is subject to Striiv Minimum Advertised Price requirements, as provided by Striiv from time to time to Reseller. In no event shall Reseller offer any purchase incentives, discounts or other purchase rewards or promotional pricing of Products in violation of MAP policy.

3.2 Payment Terms. Striiv shall send an invoice to Reseller for each accepted and fulfilled PO to the address set forth in **Exhibit B** or as otherwise updated by Reseller in writing (email will suffice). This Agreement does not obligate Striiv to provide credit to the customer. The credit limit is subject to Striiv’s review of customer and can be subject to periodic review and revision. An invoice for a given PO shall not be issued before Products ordered under that PO are delivered. Invoiced amounts are due for payment within thirty (30) days after the date of each invoice (“the Due Date”). A late payment charge of 1.5% per month may be applied to any invoice unpaid by the Due Date. If Reseller does not pay the amount past due within

fifteen (15) days after the Due Date, then Striiv may immediately require up front payment for all POs then in process and may likewise require that subsequent POs shall require payment prior to delivery. All payments shall be made in U.S. dollars.

3.3 Security Interest. Striiv hereby reserves, and Reseller hereby grants to Striiv, a purchase money security interest in the goods sold hereunder and all the proceeds thereof, including but not limited to insurance proceeds, to secure performance of Reseller's payment obligations under this Agreement. Reseller's failure to pay any amount when due shall give Striiv the right to repossess and remove the Products. Reseller agrees, without further consideration, at any time to do or cause to be done, executed and delivered, all such further acts and instruments as Striiv may reasonably request in order to perfect Striiv's security interest in the goods. Reseller agrees that Striiv shall have the authority to file any documents necessary, including but not limited to, any UCC-1 financing statement or continuation statement, to perfect and maintain the perfection of Striiv's security interest granted hereunder. Reseller further ratifies the filing of any UCC-1 financing statement covering the goods hereunder that Striiv may have filed prior to the date hereof.

4 Taxes. Reseller shall be responsible for and shall indemnify and hold Striiv harmless from payment of all taxes (other than taxes based on Striiv's income), fees, duties (including import and customs duties), and other governmental charges, and any related penalties and interest, arising from the payment of the Product price to Striiv or delivery of Product to Reseller. Reseller shall make all payments to Striiv free and clear of, and without reduction for, any withholding taxes; any such taxes shall be Reseller's sole responsibility, and Reseller shall provide Striiv with official receipts issued by the appropriate taxing authority, or such other evidence as Striiv may reasonably request, to establish that such taxes have been paid.

5 Shipping. Striiv shall ship Products to Reseller FCA (Incoterms 2010) Striiv's shipping point designated by Striiv (the "Striiv FCA Point"). Title to the hardware passes to Reseller upon delivery by Striiv to Reseller's carrier at the Striiv FCA Point, and upon such delivery Reseller shall be responsible for and bear the entire risk of loss and damage to any Product (including insurance charges). As between Reseller and Striiv, title to any software incorporated in the products remains with Striiv. Striiv shall use commercially reasonable efforts to deliver the Products within the delivery date specified on the applicable accepted Purchase Order. All delivery dates are estimates only. Reseller agrees that Products shall be deemed irrevocably accepted upon delivery.

6 Return Rights.

6.1 Reseller shall have thirty (30) days following Reseller's sale of products to a Customer at to return Products that are Defective ("Defective Products").

6.2 "Defective" shall mean that the Product experiences on of the following out-of-box failures at the time the Customer opened the Product:

- a. Unresponsive Touch Screen (if applicable);
- b. Cracked Glass;
- c. Broken clasp mechanisms;
- d. Failed Motion Sensors (no activity is being tracked);
- e. Failed Bluetooth Wireless Connection (Bluetooth subsystem is non responsive);
- f. USB Charging Cradle Failure (Device is not powered);
- g. Any battery failure under normal use;
- h. Failure of waterproof up to published testing specifications;

- i. Defective Display where the display does not turn on or displays “garbage”; or
- j. Defective LED lights (if applicable) where the LEDs do not turn on.

6.3 Defective Products will be returned to Striiv for replacement to the applicable Customer. Reseller shall obtain new shipping instructions from Customer and Striiv shall use commercially reasonable efforts to ship replacement Products to Customer within ten (10) business days. If replacement units are not available within ten (10) business days, Vendor will ship replacement units as soon as they become available. Striiv may replace a Defective Product, in its sole discretion, with new Product or a Refurbished Product of equal quality and functionality. “Refurbished Products” means used Products that have been repaired, reconditioned, and tested to Striiv quality standards to function as like new Products.

6.4 Except for Defective Products, Striiv does not grant Reseller any rights of return, including stock balancing or stock rotation rights, nor return of unsold inventory of Product. Striiv offers a limited warranty to end-user purchasers of its Products as further described in the user manual and website www.Striiv.com (the “Consumer Warranty”). All returns other than for Defective products shall be subject to the Consumer Warranty and Reseller shall direct all Customers to Striiv for resolution of any warranty claims other than for Defective Products.

7 Reporting. On a quarterly basis, Reseller shall provide (1) a rolling two (2) quarter forecast of its Product orders to Striiv on a quarterly basis (see **Exhibit B** for address to which to send forecasts). (2) sell through reports including total Product units sold by sku and customer zip code electronically (via email) (see **Exhibit B** for address) by the end of the first full week of the new quarter. In such quarterly reports, Reseller shall provide updated customer targets as well as updates regarding Reseller’s marketing programs relating to the Products.

8 Intellectual Property.

8.1 License. Subject to the terms and conditions of the Agreement and during the term of the Agreement, Striiv grants Reseller a non-exclusive license in the Territory to use all trade names, trademarks, and service marks associated with the Product(s) (“Striiv Marks”) to promote and sell the Product(s) in the Territory in accordance with the terms of any branding or Striiv Mark usage guidelines provided by Striiv.

8.2 Restrictions. All use of the Striiv Marks hereunder inures to the benefit of Striiv and its subsidiaries, and Striiv retains exclusive ownership of the Striiv Marks. Reseller must not contest, challenge or do anything inconsistent with Striiv’s and its subsidiaries’ exclusive ownership of the Striiv Marks. Without limiting the generality of the foregoing, Reseller may not affix, append or place any of its trademarks, tradenames, or logos to, or in close proximity to, the Striiv Marks in a manner that results or could result in the creation of a unitary composite mark. Reseller shall not modify the packing of the products without Striiv’s prior written consent, which may be denied in Striiv’s sole discretion. Reseller agrees that Reseller is purchasing only the hardware components of the Products. Any software components of the Products are solely provided under limited license to the end user for use solely as necessary for the end user to use the Product in accordance with the user manual.

8.3 Products. Reseller acknowledges and agrees that Striiv is, and shall remain, the sole and exclusive owner of all right, title and interest in all intellectual property rights in and to the Products (“Striiv IP”), including without limitation any patents, trademarks, registrations, trade dress, trade secrets, design patents, copyrights and logos related thereto. Except as expressly provided herein, no rights in or to the Striiv IP, including any use thereof, shall be transferred to Reseller.

9 Confidentiality. The Parties recognize and agree that in connection with the relationships described in this Agreement, each Party and its employees may have access to highly sensitive, confidential business, financial, and other proprietary information of the other Party which, if used without the other Party’s consent, would cause severe and irreparable harm to such other Party, including, without limitation: (a) know-how, trade secrets, formulas, programs, processes, techniques, methodologies, inventions and research; (b) business information, including, but not limited to, strategies,

projections, markets, sales, profits, costs, customer lists and business plans; (c) plans for future development; and (d) other information of a similar sensitive nature and not generally known by third parties (“Confidential Information”). Consequently, each party, for itself and its employees, agrees to keep all such Confidential Information confidential; to not use the Confidential Information for any purpose other than as permitted under this Agreement; and not to use or disclose such Confidential Information to any third party without the prior written consent of the other Party. .

10 Representations and Warranties.

10.1 Reseller represents, warrants, and covenants to Striiv that: (a) it has the authority to enter into the Agreement, and that the persons signing the Agreement on behalf of Reseller are authorized to sign; (b) it shall comply with its obligations under the Agreement; and (c) it shall not make false or misleading representations about Striiv or the Product(s).

10.2 Striiv represents and warrants to Reseller that it has the authority to enter into the Agreement, and that the persons signing the Agreement on behalf of Striiv are authorized to sign.

10.3 THERE ARE NO CONDITIONS, UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFIED HEREIN AND STRIIV EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

11. Term and Termination. This Agreement will commence on the Effective Date and continue for an initial 1 year term (the “Initial Term”). The term of this Agreement will automatically renew for 1 year terms (each a “Renewal Term” and together with the Initial Term, the “Term”) unless a party notifies the other party in writing of its intent not to renew at least 90 days in advance of the end of the Initial Term or then current Renewal Terms. In the event a party is in material breach of the Agreement, the Agreement may be terminated immediately by the non-breaching party, provided that notice describing the breach has been provided to the breaching party and the breaching party has failed to cure such breach within 30 days of its receipt thereof. Upon any termination, Reseller acknowledges and agrees that (a) Striiv has no obligation to continue the Agreement; and (b) Reseller has no basis for expecting, and has received no assurance, that its business relationship with Striiv shall continue beyond the 30 day notice period set forth herein.

11.1 Events On Termination. Subject to Striiv’s purchase right (below), upon expiration or termination of the Agreement, Reseller shall have six months to complete sell-through of the remaining Product inventory. During any such sell-through period, Reseller’s payment and reporting obligations survive any termination or expiration of the Agreement. Striiv shall fulfill any Purchase Orders accepted prior to the expiration or termination of the Agreement. Striiv shall have the right (but not the obligation) to purchase some or all of Reseller’s remaining Product inventory at the same price Reseller paid for the Products. If Striiv exercises such right, within 30 days of such exercise, Reseller shall deliver all Products Incoterms 2000 Shipping Term DDP to a location to be specified by Striiv.

11.2 Survival. Upon any termination or expiration of this Agreement, Sections 5, 6, 8, 11, 12, 13, 14, and 16 through 23 shall survive.

12. Assignment. The Agreement may not be assigned by Reseller without first obtaining Striiv’s express written consent. Any attempted assignment in violation of the foregoing shall be void. Striiv may freely assign this Agreement.

13. Indemnity.

13.1. Reseller Indemnity. Reseller shall defend and indemnify Striiv from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) resulting from or relating to: (a) breach by Reseller of this Agreement; (b) any representations, warranties, or guarantees made by Reseller, or either of their employees, servants or agents, that exceed the scope of the limited warranty to end-user purchasers of the Products as described in Striiv’s Product user manual; and (c) any third party claims (including without limitation any claims made by any end-user purchaser) arising

from any breach of this Agreement by Reseller. Striiv agrees to give Reseller prompt written notice of any claims described in this Section 15.1, to tender the defense of such claims to Reseller, and to grant Reseller the right to control settlement and resolution of such claims; provided however, that (i) Striiv may be represented by counsel of its own choice and participate in the defense at its own expense, and (ii) Reseller shall not, without Striiv's prior written consent, settle any claim that imposes any affirmative obligation on Striiv.

13.2. Indemnity by Striiv. Striiv shall: (a) defend, or at its option settle, any third party claims against Reseller filed in a court of competent jurisdiction that the Product(s) (i) when used in accordance with the user manual, caused personal injury, death or personal property damage, or (ii) infringe a third party's U.S. patent or copyright rights where such rights are enforceable as of the Effective Date; and (b) pay those damages and costs (including reasonable attorneys' fees) finally awarded by a court of component jurisdiction against Reseller or agreed on in a settlement of any such claim. The foregoing obligations are conditioned upon Reseller giving Striiv prompt written notice of such claims, tendering the sole control of the defense and any settlement thereof to Striiv, and Reseller cooperating and, at Striiv's request and expense, assisting in such defense. Reseller may be represented by counsel of its own choice and participate in the defense at its own expense. If any Product becomes, or in Striiv's opinion is likely to become, the subject of an infringement claim, Striiv may, at its option and expense, either (1) procure for Reseller the right to continue exercising the rights licensed to Reseller in this Agreement, (2) replace or modify the Product, so that it becomes non-infringing, or (3) accept return of fully-packaged, undamaged and fully-operational Product in exchange for a refund to Reseller of the effective net purchase price paid by Reseller for the affected Product and terminate this Agreement by written notice to Reseller.

Notwithstanding the foregoing, Striiv shall have no obligation under this Section or otherwise with respect to any infringement claim based upon (w) any unauthorized use or distribution of the Product by Reseller, or any end user-purchaser, (x) any use of the Product in combination with other products, equipment, software, or data not supplied by Striiv, (y) any use or distribution of the Product with other than the most current release of the applicable software made available to Reseller, or (z) any modification of the Product by any person other than Striiv. The foregoing states Striiv's entire liability and Reseller's sole and exclusive remedy for intellectual property infringement claims and actions.

14. Limitation of Liability. IN NO EVENT SHALL STRIIV OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, OTHER COMMERCIAL LOSS, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS), EVEN IF STRIIV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR DAMAGES. IN NO EVENT SHALL STRIIV'S CUMULATIVE LIABILITY UNDER OR IN CONNECTION WITH THE AGREEMENT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE AMOUNT OF ALL FEES PAID BY RESELLER TO STRIIV HEREUNDER IN THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE WHEN THE FIRST CLAIM GIVING RISE TO THE LIABILITY AROSE. THIS LIMITATION OF LIABILITY IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS IN CONNECTION WITH THE AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS SHALL NOT ENLARGE THE LIMIT. RESELLER ACKNOWLEDGES THAT THE PRICE CHARGED TO RESELLER HEREUNDER FOR THE PRODUCTS REFLECTS THE ALLOCATION OF RISK SET FORTH IN THE AGREEMENT AND THAT STRIIV WOULD NOT ENTER INTO THE AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN ADDITION, STRIIV DISCLAIMS ALL LIABILITY OF ANY KIND ON BEHALF OF STRIIV'S SUPPLIERS AND LICENSORS.

15. Force Majeure. In no event shall either party be responsible for any breach of the Agreement (except the payment of money owed) due to the occurrence of any events beyond its reasonable control, including, but not limited to, the actions of third parties, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

16. No Relationship. Nothing set forth in this Agreement creates or shall be deemed to create a partnership, joint venture, or agency relationship between Reseller and Striiv. Reseller's relationship to Striiv is that of an independent contractor, neither party is an agent or partner of the other, and nothing contained in the Agreement shall be construed to give either party the power to direct or control the day-to-day activities of the other. Reseller shall not have, and shall not represent to any third party that it has, any authority to act on behalf of Striiv. All financial obligations associated with Reseller's business are the responsibility of Reseller.

17. Waiver; Severability. The failure of a party to require performance by the other party of any provision of the Agreement does not affect the full right to require such performance at any time thereafter; nor does a waiver by either party of a breach of any provision thereof a waiver of the provision itself. The invalidity or unenforceability of any provision set forth herein do not in any way affect the validity or enforceability of any other provision.

18. Notices. Notices to Reseller and Striiv hereunder must be given by personal delivery, US mail, or overnight courier to Reseller at _____; and to Striiv at 570 El Camino Real #200 Redwood City, CA USA, Attn: Office of the Chief Financial Officer.

19. Licenses and Export. To the extent Striiv agrees to add international markets to the Territory, Reseller shall obtain any required non-U.S. governmental authorizations, including without limitation any import licenses and foreign exchange permits, from the appropriate authorities. Reseller shall provide proof of compliance with required non-U.S. governmental authorization to Striiv upon request.

20. Ethical Business; No Disparagement. Reseller shall conduct its business in such manner as will reflect favorably on Striiv, the Product, and not engage in any deceptive, misleading, illegal or unethical business practice. Reseller acknowledges that the Product and technical data delivered under the Agreement are subject to U.S. export control laws, including the U.S. Bureau of Industry and Security regulations, as may be amended, and Reseller hereby agrees to comply strictly with all such laws and regulations. Reseller shall take all reasonable and appropriate steps to prevent Products from being diverted outside the Territory in breach of the Agreement or in a manner that is contrary to the laws and regulations of any country having jurisdiction including the United States. In addition, Reseller shall comply with the U.S. Foreign Corrupt Practices Act and all applicable international anti-corruption laws and shall not make any payments to third parties that would cause Striiv or Reseller to violate any such law. Reseller shall indemnify and hold harmless Striiv from any and all fines, damages, losses, costs and expenses (including reasonable attorneys' fees) incurred by Striiv as a result of any breach of this Section.

21. Miscellaneous. The parties agree this Agreement constitutes a binding agreement, contains the entire understanding of the parties with respect to the transactions and matters contemplated hereby, supersedes all previous agreements among the parties concerning the subject matter, cannot be amended except by a writing signed by the party to be charged, and are construed in accordance with the laws of the State of California applicable to agreements executed and fully performed therein and without regard to its principles of conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement. Each party irrevocably submits to the exclusive jurisdiction of the courts of the State of California and the courts of the United States in the Northern District of California for the purpose of any suit, action or other proceeding arising out of the Agreement or any transaction contemplated hereby; provided, however, that Striiv may take action in any court having jurisdiction to protect its Confidential Information and intellectual property rights. The official text of the Agreement (and any Exhibits thereto or notice submitted hereunder) shall be in English. In the event of any dispute concerning the construction or meaning of the Agreement, reference shall be made only to the Agreement as written in English and not to any translation into another language.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Reseller

Striiv, Inc.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Striiv Volume Pricing :

			
	MSRP		
	\$59.99	\$79.99	\$99.99
1-500	\$50	\$55	\$70
500-2,000	\$47	\$52	\$67
2,000-5K	\$42	\$47	\$62
5K-10K	\$40	\$45	\$60
10K-20K	\$37	\$42	\$57
20K-30K	\$35	\$40	\$55

Tiered pricing is based on cumulative annual purchases. Purchase commitments beyond 30k will be negotiated as off-sheet pricing.

The Business of Motivation — CONFIDENTIAL



Notes:

Pricing is for OEM white box packaging (not retail), and is for Pickup at our Dallas warehouse or FOB LAX dependent on inventory availability.

Sales Targets/Customer List (provided by Reseller)

Marketing programs (provided by Reseller)

Territory: USA (International available by request and with approved business plan)

Payment Instructions:

Payment shall be by check or wire as follows:

Pay To:

Routing and Transit #:

For Credit Of: Striiv

Credit Account #:

By Order Of: _____

EXHIBIT B

ADDRESSES AND PAYMENT INSTRUCTIONS

Reseller Addresses	Striiv Addresses
<p>Send invoices to:</p> <p>Reseller Name:</p> <p>Reseller Address:</p>	<p>Reseller Forecasts:</p> <p>grurup@Striiv.com or as otherwise directed by Striiv in email</p>
<p>Send Proposed POs to:</p> <p>Reseller Name:</p> <p>Reseller Address:</p>	<p>Reseller Purchase Orders</p> <p>gary@Striiv.com or as otherwise directed by Striiv in email</p>
	

