

VITA-MIX GENERAL SELLER POLICIES

The following are our General Policies (these "Policies") for all Retail Dealers and Affiliates (collectively, "Sellers" or individually, each a "Seller") of Vita-Mix Corporation. These Policies are intended to be a part of, and to be read in conjunction with the terms and conditions of, your Application and Seller Agreement with us. Therefore, prospective Sellers of Vita-Mix products should carefully review the provisions of these Policies and the terms and conditions of the Seller Agreement before submitting an application to become a Retail Dealer or Affiliate of Vita-Mix Corporation.

All capitalized words not otherwise defined herein shall have the meanings given to these words in the Seller Agreement. As used in these Policies, the terms "we," "our" and "Vita-Mix" refer to Vita-Mix Corporation, and the terms "you" and "your" refer to Seller.

Application Process

Please review the terms of the Seller Agreement and these Policies, and indicate your acceptance of each of their terms and conditions by signing and submitting your Application to us. After you submit a complete Seller Application to us, we will evaluate your application and notify you of your acceptance or rejection in a timely manner. We have no obligation to accept you as a Vita-Mix Seller. The Seller Agreement and these Policies will become binding upon our acceptance of your Seller Application. Vita-Mix reserves the right not to sell to any customer and to reject any order.

Relationship of Parties

The parties to the Seller Agreement are independent contractors, and nothing in the Seller Agreement or these Policies will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Sellers are "independent businesses" and are not considered to be employees or agents of Vita-Mix. As an independent business, you are in no way authorized to represent or to make claims for or on behalf of Vita-Mix, directly or indirectly, written or otherwise expressed without prior written permission of Vita-Mix. All advertising, literature, etc. of Vita-Mix products must be pre-approved by Vita-Mix. Vita-Mix is not responsible for any misleading information or claims written or otherwise expressed or implied other than that which is produced by Vita-Mix. You will not make any statement, whether on your website or otherwise, that reasonably would contradict any statements expressed herein. You agree to pay any and all federal, state and municipal taxes and licenses, including sales taxes if any, for which you may be liable in connection with the selling of our products and the operating of your business as an independent business.

Publicity/Use of Vita-Mix Marks

Sellers have the non-exclusive, non-transferable limited right to use the trademarks, service marks, trade names and other identifiers of Vita-Mix (the "Marks"), only to identify products as originating from Vita-Mix. Vita-Mix authorizes Sellers to use the Marks as Vita-Mix identifies and agrees to in writing from time to time at Vita-Mix's sole discretion and any other intellectual property rights in and to products only to the extent reasonably necessary for Seller to perform its duties to advertise Vita-Mix products (the "Products"). All of Seller's uses of the Marks shall be in accordance with Vita-Mix's then-current use policies and procedures, and all goodwill resulting therefrom shall inure solely to the benefit of Vita-Mix. Sellers are prohibited from displaying any marketing or promotional materials in fairs, trade shows or exhibitions or any public forum where Vita-Mix is present or displaying, without prior written permission from Vita-Mix.

Seller shall not alter, obscure or erase the Marks on the Products or the packaging or presentation of the Products or do anything that might deceive or confuse customers or potential customers as to the

source, origin or identity of the Products. Whenever used by Seller, the Marks shall bear the proper designation of claimed right, such as “®” for federally-registered marks, “™” for common law trademarks, or “SM” for common law service marks.

Except as specifically authorized in writing, Seller shall not use the Marks in any other manner, including as part of its business or trade name, whether alone or in combination with other words; use or register any of the Marks or copyrights in its own name; or otherwise impair Vita-Mix’s rights in and to the Marks. Seller shall not sell or offer for sale any of the Products under any name, trade name or trademark other than the Marks.

Seller acknowledges and agrees that Vita-Mix is the sole owner of the Marks and that, by virtue of Seller’s use of the Marks as permitted by the provisions of this policy, it will not acquire any ownership interest or goodwill in the Marks, that its use of the Marks shall inure solely to the benefit of Vita-Mix, and that, upon termination of the relationship for any reason whatsoever, its right to use the Marks shall immediately cease in its entirety.

Vita-Mix makes no representation, warranty or guarantee that Seller’s use of the Marks in connection with the Products will not infringe any trademarks or similar right of any other person or entity, or that any trademarks now or hereafter used or owned by any other person or entity will not infringe the rights and licenses to use the Marks by Vita-Mix hereunder.

Product Standards/ Disclaimers

All Vita-Mix appliances are certified and manufactured in compliance with UL or CUL standards. Both require that all components, enclosures, warranties and instructions remain with the Products. None of these may be tampered with or altered in any way. Alteration or modification of the Products in any way is prohibited, and may result in bodily injury. If you find that we have omitted anything, please contact us immediately.

We make no express or implied warranties or representations with respect to Sellers or any Products sold through Sellers (except our standard product warranty and our 30-day money-back guarantee), including without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of course of performance, dealing, or trade usage. In addition, we make no representation that the operation of our website will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors. You understand that we may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in the Seller Agreement and these Policies, or operate websites that are similar to or compete with your website.

Website Eligibility

We may reject your Application and/or terminate your Seller Agreement at any time if we determine in our sole discretion that your website (if applicable) is unsuitable for the applicable Seller Program for any reason. This includes websites that contain material that is harmful, threatening, defamatory, obscene, explicit, harassing, or racially, ethically, or otherwise objectionable. This includes websites that promote explicit materials, including, but without limitation, violence, discrimination based on sex, religion, nationality, disability, sexual orientation, or age, or illegal activities, including, but without limitation, infringement or other violations of any copyright, trademark, or other intellectual property rights or are unsuitable for linking to our website, if required.

Website Links

We will make available to you graphic and/or textual links to the Vita-Mix website (each of these links shall hereinafter be referred to as “Links” or, individually, as a “Link”) which, subject to the terms and conditions of the Seller Agreement and these Policies, you may display on relevant areas of your website. The Links will serve to identify your website as a Seller and will establish a link from your website to ours. We are responsible for providing all information necessary to allow you to make appropriate Links from your website to our website; however, all Links must be approved in writing and in advance by us. You are responsible for ensuring that the Links between our website and your website are properly formatted. No Link used by you shall affect or alter the look, feel or functionality of the Vita-Mix website.

Representations and Warranties

You hereby represent and warrant to Vita-Mix as follows:

- A. You will use any Links provided to you only as authorized in the Seller Agreement and the Policies.
- B. The Seller Agreement and these Policies have been duly and validly executed and delivered by you and upon our acceptance of your Seller Application constitutes your legal, valid, and binding obligation, enforceable against you in accordance with their terms.
- C. Your execution, delivery, and performance of the Seller Agreement and these Policies, and your consummation of the transactions contemplated thereby and hereby will not, with or without notice, lapse of time, or both, conflict with or violate any provision of law, rule, or regulation to which you are subject, any provision of your governing documents, or any agreement or other instrument applicable to you or binding upon your assets or properties.
- D. You are the sole and exclusive owner of your names, titles, trademarks or logos (the “Seller Marks”), and have the right and power to grant us the license to use the Seller Marks in the manner contemplated in this Seller Agreement and these Policies, and such grant does not and will not breach, conflict with, or constitute a default under any agreement or other instrument applicable to you or binding upon your assets or properties, or infringe upon any trademark, trade name, service mark, copyright, or other proprietary right of any other person or entity.
- E. No consent, approval, or authorization of, exemption by, or filing with any governmental authority or third party is required in connection with the execution, delivery, and performance of the Seller Agreement, these Policies or any other action to be taken by you under the Seller Agreement or these Policies.
- F. To the best of your knowledge there is no pending or threatened claim, action, or proceeding against you, or any affiliate of yours with respect to the execution, delivery or performance of this Seller Agreement and these Policies, or the Seller Marks. To the best of your knowledge there is no basis for any such claim, action, or proceeding.

Obligations Regarding Seller's Website

YOUR WEBSITE WILL NOT, IN ANY WAY, COPY OR RESEMBLE THE LOOK AND FEEL OF OUR WEBSITE NOR WILL YOU DO ANYTHING TO CREATE THE IMPRESSION THAT YOUR WEBSITE IS OUR WEBSITE OR A PART OF OUR WEBSITE, INCLUDING WITHOUT LIMITATION, FRAMING OUR WEBSITE IN ANY MANNER, INCLUDING CAUSING YOUR TOOLBAR TO APPEAR ON OUR WEBSITE. YOU ALSO HEREBY AGREE THAT YOUR WEBSITE WILL NOT CONTAIN ANY CONTENT OF OUR WEBSITE OR ANY MATERIALS WHICH ARE PROPRIETARY TO VITA-MIX, EXCEPT (A) WITH OUR PRIOR PERMISSION, OR (B) IF THE MATERIALS WERE OBTAINED BY YOU VIA THE VITA-MIX ON-LINE RESOURCE WEBSITE IN ACCORDANCE WITH THE PROVISIONS OF THE SELLER AGREEMENT OR THESE POLICIES. YOU FURTHER HEREBY AGREE THAT YOUR DOMAIN NAME OR PAGE ADDRESSES DO NOT CONTAIN THE WORD VITA-MIX, INC., OR ANY VARIATION THEREOF. YOU FURTHER HEREBY AGREE THAT YOUR WEB PAGES WILL NOT USE VITA-MIX, VITAMIX, OR ANY VARIATION THEREOF IN KEYWORD META-TAGS IN YOUR PAGES' HTML CODE TO AID IN SEARCH ENGINE MARKETING AND RANKINGS.

Confidentiality

Each party agrees to keep confidential all information obtained by such party as a result of the Seller Agreement and these Policies, including, without limitation, business and financial information, product designs, customer and vendor lists, and pricing and sales information, concerning us, you, or any of your or our affiliates. Such information shall not be utilized, directly or indirectly by either party for any purpose except as expressly contemplated by the Seller Agreement and these Policies or except and solely to the extent that any such information is generally known or available to the public through a source or sources other than such party hereto or its affiliates. Notwithstanding the foregoing, each party is hereby authorized to deliver a copy of any such information to any person pursuant to a subpoena issued by any court or administrative agency, or otherwise as required by applicable laws, rules, regulations, or legal processes.

Limitation of Liability

WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THE SELLER AGREEMENT, THESE POLICIES OR THE APPLICABLE SELLER PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, WITH RESPECT TO AFFILIATES, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS SELLER AGREEMENT, THESE POLICIES AND THE AFFILIATE SELLER PROGRAM WILL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO SUCH AFFILIATE UNDER THIS SELLER AGREEMENT.

Minimum Advertised Pricing ("MAP") Policy

Vita-Mix actively supports the advertising and promotion of its products by Sellers through materials provided by Vita-Mix at no or nominal cost. Vita-Mix has built a strong reputation and following among consumers. Vita-Mix has determined that it shall not support through advertising or promotional materials, cooperative advertising or otherwise, advertisements or promotional materials that have the effect of diminishing or detracting from the perceived value of Vita-Mix Products. This MAP policy applies only to U.S. and Canadian Sellers and is subject to the following guidelines:

- A. The MAP for all Vita-Mix products shall be listed on each Vita-Mix price sheet for Retailers/Dealers. MAP pricing is established by Vita-Mix for all Vita-Mix products and may be adjusted by Vita-Mix at its sole discretion.
- B. The MAP policy applies to all advertisements of Vita-Mix products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet websites, including “shopping cart” and checkout pages, or similar electronic media, including electronic mail, television, radio, and public signage. The MAP policy is not applicable to any in-store advertising that is not distributed to any customer.
- C. The inclusion in advertising of free or discounted products (whether made by Vita-Mix or another manufacturer) with a product covered by the MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the MAP. Knowingly paying or rebating funds to an Internet search engine to advertise on that website and for sales originating through that website constitutes an impermissible use of our advertising support and our intellectual property, and a violation of this MAP policy. Knowingly selling or posting a new product for sale on eBay® or other Internet auction sites or stores constitutes an impermissible use of our advertising support and a violation of this policy.
- D. MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the Retailers/Dealers’ physical location or over the telephone. Vita-Mix Retailers/Dealers remain free to sell these products at any price they elect.
- E. MAP does not establish maximum advertised prices. All Retailers/Dealers may offer Vita-Mix products at any price in excess of the MAP established for such product.
- F. Vita-Mix’s MAP policy does not in any way limit the ability of any Retailers/Dealer 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 the products is not less than MAP. Advertising to a consumer to “email for a better price” or “email for a coupon” constitutes an impermissible use of our advertising support and a violation of this policy.
- G. From time to time Vita-Mix may discontinue models or engage in promotions with respect to certain products. In such events, Vita-Mix reserves the right to modify or suspend the MAP with respect to the affected products by notifying all Retailers/Dealers of such change. Vita-Mix further reserves the right to adjust the MAP with respect to all or certain products at its sole discretion upon 7 days’ advance written notice to the Retailers/Dealers, provided that such changes shall apply equally to all Vita-Mix Retailers/Dealers.
- H. Intentional and/or repeated failure to abide by this policy will result in the termination of your Dealership relationship. Vita-Mix does not intend to do business with Retailers/Dealers who degrade the image of Vita-Mix, its products

and its marks. Vita-Mix will not provide prior notice or issue warnings before taking any action under this policy.

- I. The terms of this MAP policy are confidential and should not be disclosed to other parties. This MAP policy has been established by Vita-Mix to help ensure the legacy of Vita-Mix as a top producer of high performance, high quality appliances and to protect the reputation of its name, products, and its marks. The MAP policy is also designed to ensure Retailers/Dealers have the incentive to invest resources into services for Vita-Mix customers.

Modification

We reserve the right to modify the Seller Agreement and these Policies at any time. A change notice will be posted on our website and/or a written notice will be mailed to you. Modifications may include, but are not limited to, changes of the scope of available commissions, commission schedules, payment procedures, changes regarding the use or appearance of Vita-Mix trademarks and applicable Seller Program rules. If any modification is unacceptable to you, your only recourse and sole remedy is to terminate your Seller Agreement with Vita-Mix. Your continued participation in the Seller network following our posting of a change notice on our website and/or your receipt of our written notice will constitute your binding acceptance of the change.

Rules, Policies and Operating Procedures

All Vita-Mix rules, policies and operating procedures concerning customer orders, customer service, and Product sales will apply to our customers. We may change our rules, policies and operating procedures, including pricing, at any time. We will solely determine the prices to be charged by us for Products in accordance with our own pricing policies. You may not include price information on your website other than pricing information that is made available on Links we provide to you. Prices and availability of Products may vary from time to time. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular Product.

Indemnification

You hereby agree to indemnify and hold harmless Vita-Mix and our subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners (the "Indemnitees"), against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees, any or all of the foregoing hereinafter referred to as "losses") insofar as such losses, or actions in respect thereof, arise out of or in connection with your business. Without limiting the generality of the foregoing, you shall indemnify the Indemnitees for any and all losses which arise out of or in connection with any of the following:

- A. Any claim that our use of the Seller Marks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party;
- B. Any failure or breach of any representation, warranty, covenant, or agreement made by you herein;
- C. Any misuse of our Marks; or

- D. Any claim related to the development, operation, maintenance or content of your website, including, without limitation, content not attributable to Vita-Mix.

Independent Investigation

You acknowledge that you have read the Seller Agreement and these Policies, and agree to all of their provisions. You have independently evaluated the desirability of participating in a Vita-Mix Seller Program and are not relying on any representation, guarantee, or statement other than as set forth in the Seller Agreement or these Policies.

Assignment

You may not assign the Seller Agreement or your rights and obligations thereunder or hereunder by operation of law or otherwise, without our prior written consent; however, we have the right to assign the Seller Agreement, our rights or our obligations thereunder and hereunder, or any or all of the foregoing thereunder or hereunder to any of our affiliates. Otherwise, the Seller Agreement and the Policies are binding on, for the benefit of, and enforceable by and against the parties and their respective successors and permitted assignees.

Waiver of Default

Our failure to enforce your strict performance of any provision of the Seller Agreement or these Policies will not constitute a waiver of our right subsequently to enforce such a provision or any other provision of the Seller Agreement or these Policies.

Governing Law

The Seller Agreement and these Policies are governed by the laws of the United States and the State of Ohio, without giving effect to choice of law rules. Any action relating to the Seller Agreement or these Policies must be brought in federal or state court located in Cleveland, Ohio, and you irrevocably consent to the venue and jurisdiction of such courts.