

This Wholesale Agreement is entered into by and between Cypress Hemp II, LLC, a Virginia limited liability company, on behalf of itself, its subsidiaries, and other corporate affiliates (collectively referred to herein as the "Company") and _____ ("Wholesaler"), effective as of the signature date. The Wholesaler agrees to the following:

WHOLESALE AGREEMENT AND TERMS

WHOLESALE & PRICING TERMS

Wholesaler must provide a copy of resale license to verify wholesale eligibility. Current pricing is outlined in the Wholesale Price Sheet and subject to change. All Wholesalers must price Company's products within 15% of MSRP. Limited exceptions may be made.

SHIPPING

To receive free shipping, Wholesaler must order \$250 at a time. Orders under \$250 will incur a \$15 shipping fee. All orders are shipped via UPS or the United States Postal Service. Rush shipping is available upon request and incurs a rush-ship fee determined by order value.

SHIPPING ERRORS / DAMAGED GOODS

Wholesaler must notify Company of any shipping errors or goods damaged in transit within 3 days of shipment delivery with photo proof of damage or error. Company will then either issue Wholesaler a credit or send replacement product(s), if it is the Company's error.

RETURNS

Returns will be reviewed on a per case basis. It is under the discretion of the Company to refund, exchange, or accept returned goods. A re-stocking fee of 15% may apply.

PAYMENTS

Cypress Hemp prefers ACH transfers, but also accepts credit cards, checks, and wire transfer.

TERMINATION

Either party may terminate this agreement upon written notice to each other for any reason. In the event of termination, Wholesaler is still wholly responsible for paying for all orders already placed.

DISCLAIMER

LAWS REGARDING HEMP PRODUCTS VARY FROM JURISDICTION TO JURISDICTION AND ARE SUBJECT TO CHANGE. BUYER BEARS SOLE RESPONSIBILITY FOR ENSURING THAT BUYER'S PURCHASE AND USE OF THE GOODS IS LAWFUL AND BUYER REPRESENTS AND WARRANTS THAT IT WILL RESEARCH AND COMPLY WITH CONTROLLING LAW. IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date below.