

St. Eden Vendor Agreement

This Marketplace Vendor Agreement (“Agreement”) contains the terms and conditions that governs your access to the St. Eden Website (“Site”) to sell products pursuant to St. Eden’s marketplace program is an agreement between you or the business you represent and St. Eden. By registering as a Vendor, you (on behalf of yourself or the business you represent) agree to be bound by the terms of this Agreement.

As used in this Agreement, "St. Eden." means St Eden Marketplace. and "You" or “Vendor” means the applicant (if registering for the Marketplace Program as an individual), or the business employing the applicant (if registering for the Marketplace Program as a business).

Definitions

For purposes of this Agreement, capitalized terms will have the meanings specified below, or if not defined herein, the meanings given in St. Eden’s Terms of Service: "Affiliate" will mean, with respect to St. Eden, any entity, whether incorporated or not, that directly or indirectly controls, is under common controlled by, or is under common control by such party or its corporate parent, where “control” (or variations of it) shall mean the ability (whether directly or indirectly) to direct the affairs of another by means of ownership, contract or otherwise.

"Claims(s)" will mean any and all foreseeable or unforeseeable and alleged or actual actions, causes of action (whether in tort, agreement or strict liability, and whether in law, equity, statutory or otherwise), claims, demands, lawsuits, legal proceedings, administrative or other proceedings or litigation.

“Vendor File” means a data feed between Vendor and the Site that includes Vendor Content (as defined below) and other relevant or necessary information enabling Vendor Content to be made available on the Marketplace Program.

"Law" shall mean any law, ordinance, statute, rule, regulation, order, license, permit, judgment, decision or other requirement, now or hereafter in effect, or any governmental authority of competent jurisdiction.

"Losses" shall mean any and all damages (including, without limitation, past, future, direct, indirect, economic, noneconomic, consequential, special, exemplary, incidental, and punitive), sanctions, settlement payments, disbursements, judgments, liability, losses (including lost income or profit), costs or expenses of any nature whatsoever, whether accrued, absolute, contingent or otherwise, including, without limitation, attorneys' fees and costs.

"Product" shall mean all items and goods for which Vendor provides St. Eden Vendor Content.

"Vendor Content" shall mean all images, product information and content including without limitation, the product data, (i) provided by Vendor to St. Eden or its Affiliates for use in connection with the Marketplace Program and (ii) otherwise made available by Vendor to the customer on the Site ("Customer") (e.g. through Vendor's distribution or hosting of such images, content or information).

Agreement to St. Eden's Terms of Service and Privacy Policy

This Agreement is in addition to and supplements St. Eden's Terms of Service, Acceptable Use Policy and Privacy Policy posted on the Site. By entering into this Agreement, you also agree to abide by St. Eden's Terms of Service, Acceptable Use Policy and Privacy Policy. St. Eden may modify its Terms of Service and Privacy Policy from time to time, with or without notice. Your continued use of the Site and the Marketplace Program following St. Eden's posting of such modifications shall be deemed to be your acceptance of any such modifications. If you do not agree to the changes in the Terms and Conditions or Privacy Policy, immediately cease to use the Site. For the avoidance of doubt, modifications to this Agreement are governed by the Waivers and Amendments section herein.

Registration

To begin the enrollment process, you must complete our seller registration process for one or more of the Services. Use of the Services is limited to parties that can lawfully enter into and form contracts under applicable Law (for example, the Elected Country may not allow minors to use the Services). As part of the application, you must provide us with your (or your business') legal name, address, phone number and e-mail address, as well as any other information we may request. Any personal data you provide to us will be handled in accordance with St. Eden Privacy Policy.

Vendor's Content License Grant

License for Content. By entering into this Agreement, Vendor grants St. Eden. and its Affiliates a royalty-free, non-exclusive, worldwide, sublicensable, perpetual, irrevocable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, commercially or non-commercially exploit in any manner, incorporate and imbed into other works, and distribute Vendor Content throughout the Site and all Affiliate properties.

License for Marks. Vendor hereby grants St. Eden, its Affiliates and marketing partners a non-exclusive, royalty-free, non-transferable license to publish, use, reproduce, distribute, transmit, and display Vendor's name, trademarks, service marks and logos ("Vendor's Marks") during the Term in connection with, or for the promotion of, the Marketplace Program or for internal purposes. All such uses of the Vendor's Marks will be subject to the brand guidelines which Vendor provides to St. Eden.

Product Information and Other Content

Content.

Vendor agrees and warrants that any and all Vendor Content: (a) will be truthful, accurate, and not misleading or otherwise deceptive; (b) will not violate the intellectual

property rights of any third party such as copyright, patent, trademark, trade secret or other proprietary rights, rights of publicity or privacy; (c) will not violate any applicable Law; (d) will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; and (e) will not create liability for St. Eden. Vendor agrees that any and all Vendor Content may be publicly displayed by St. Eden. as St. Eden. sees fit and at no charge to St. Eden, provided that St. Eden. shall have no obligation to display Vendor Content. Vendor will only provide Vendor Content for Products that fit into the categories or parameters approved in writing by St. Eden. Vendor may provide St. Eden with Vendor Content for Products in additional categories or parameters only with the prior written consent of St. Eden. (which may be given by email). St. Eden shall have no obligation to list, display, or otherwise offer on the Site all Products for which Vendor provides Vendor Content, and listing any such Products is in St. Eden's sole discretion.

Excluded Products. You hereby represent and warrant that you will not list, offer or sell Products that: (a) are stolen, replicas, counterfeits or unauthorized copies; (b) violate the intellectual property rights of others such as copyright, patent, trademark, trade secret or other proprietary rights, rights of publicity or privacy; (c) You do not have full right and authority to sell; (d) violate any Laws, including those governing export control or consumer protection; or (f) contain any material that is obscene, pornographic or that contains child pornography.

Product Authenticity

Authenticity / Authorization.

All Products that bear a company's official brand or logo can be listed on the Site as long as the Products are sold directly by the brand owner or from an authorized Vendor. Vendor will maintain adequate processes and procedures for conducting diligence to assure that Products are authentic, authorized for sale, and not stolen, counterfeited, replicas, unauthorized copies, illegal or misbranded. Upon St. Eden's request, Vendor will promptly provide St. Eden with (i) certificates of authenticity (or similar documentation) for Products and (ii) documentation showing that Vendor is permitted to

sell specific brands or Products, and that products match or contain ingredients listed on site.

Penalties. If the Vendor fails to provide the required documentation, Vendor may be removed from the Site, and may be subject to a range of other actions, including but not limited to suspension of their Vendor Marketplace account and removal of their Products from the Site.

Fees and Commissions

The fees and commissions ("Fees") payable by Vendor to St. Eden is as set forth in Marketplace Vendor Agreement Exhibit A.

Vendor hereby appoints St. Eden as its agent for accepting and processing payment from Customers on Vendor's behalf. Vendor authorizes St. Eden to receive payments on its behalf. St. Eden shall deliver such payments to Vendors payout account or payout method chosen by St. Eden in accordance with its instructions on the schedule and net of agreed-upon Fees and/or other amounts owed by Vendor to St. Eden. (such resulting amount, "Vendor Payment"), in each case as provided in Exhibit A. Vendor agrees and acknowledges that: (a) once St. Eden receives payment from a Customer, Vendor will treat the Customer as if Vendor has itself received the funds, regardless of whether Vendor actually receives the payment from St. Eden and (b) its sole recourse for nonpayment by St. Eden is against St. Eden, and it will not seek any return, refund or payment directly or indirectly from Customers in the event of nonpayment by St. Eden.

St. Eden reserves the right to offset any overpayments to Vendor against any future Vendor Payments. St. Eden may modify the schedule of payments from time to time upon prior notice to Vendors. To the extent St. Eden agrees to invoice Vendor for any Fees due, Vendor shall pay those Fees set forth in invoices not disputed in good faith within (5) days of the date of receipt thereof. All such payment obligations are non-cancelable and all amounts paid are non-refundable, except for amounts paid in error that are not actually due under this Agreement.

St. Eden may withhold the payment of funds to You or return funds to Customers, if the Vendor is the subject of an investigation, or there is a Claim against You, for any suspected or alleged wrongful conduct or any violation of this Agreement. St. Eden will not be liable to You for any such amounts.

Purchase/Order Processing, Fulfillment and Shipping

Orders. Vendor will be the merchant of record. Customers purchasing Products through the Site will place orders using the St. Eden checkout system and St. Eden will collect all proceeds from such transactions, including shipping costs and applicable taxes based on shipment options and tax designations provided by Vendor to St. Eden. The Customer is the purchaser of record. St. Eden. will electronically transmit to Vendor the order information (e.g. Customer full name, and shipping address) ("Transaction Information") that St. Eden. determines Vendor needs to fulfill each order, including without limitation, shipping Product(s) to Customers and providing Customer service. St. Eden. will send an automated email message to each Customer confirming receipt of an order. Vendor will provide St. Eden with Vendor's customer service contact information which St. Eden may include such confirmation email and/or on the Site.

Risk of Fraud and Loss. Vendor's bears the risk of all fraud except for credit card chargebacks that result from unauthorized payments. Vendor will be responsible for all costs related to fraud under any other circumstance, and all chargebacks related to Products sold and Product fulfillment and delivery. For all credit card chargebacks for which Vendor bears the risk, St. Eden will offset such chargeback amounts against amounts otherwise owed to Vendor or send Vendor an invoice and Vendor will pay such invoice within thirty (30) days of receipt.

Fulfillment of orders. (a) Once St. Eden has transmitted an order to Vendor, Vendor will at its own expense, be solely responsible for, and bear all liability for, the fulfillment of the order, including without limitation, packaging and shipping of Products, securing the services of and payment of any freight forwarder or customs broker service charges (as may be required for any particular shipment), import or export duties or taxes (as

applicable), and Customer service. Vendor agrees that legal ownership and all risk of loss of the Products remains with Vendor until the Customer receives the Product from Vendor. If Vendor cannot fulfill the entire quantity of a purchase order (PO) line in a single order, then the Vendor will cancel that PO line, fulfill all other lines in the order and immediately notify St. Eden of such cancellation. If the order consists of one PO line that Vendor cannot fulfill the entire quantity for, then Vendor will cancel the entire order and immediately notify St. Eden.

(b) Vendor will ship only the Product purchased by the Customer and will not include any additional Products, substitute Products, materials or information not purchased by the Customer, other than those materials included in all shipments sold by Vendor as long as such materials do not in any way promote other third-party marketplaces.

Shipping. (a) Vendor is responsible for properly specifying shipping options for all Products in its Vendor File, and for properly handling all returns, including without limitation, those for Products that have unique requirements for shipping and return handling, including without limitation, hazardous materials or perishable Products to the extent such Products are permitted to be sold on the Site. Vendor must offer an expedited shipping option to Consumers who purchase on the Site.

(b) Vendor will provide St. Eden with the shipping, handling, and any other charges for each Product, separate from the purchase price. Vendor shipping terms are to reflect terms on the Vendor site. Vendor will accept payments from St. Eden based on the specified shipping charges as full payment for the shipping of such Products to the Customer.

(c) Vendor will ship Products ordered by Customers by placing the ordered items into the custody of the appropriate shipping agency or freight forwarder within two (2) business days or less following notification of the order. Vendor will provide notice of shipment to St. Eden. through the Vendor portal, or via email to info@saintedden.com, and Vendor hereby represents and warrants that it will only provide notification of shipment following actual shipment of the Product. If St. Eden does not receive a

shipment notification from Vendor within seven (7) days of placement of order, the order may be cancelled by St. Eden. and Vendor will be responsible for all Product costs and shipping costs associated with such cancelled order.

(d) Vendor will maintain an on-time shipment rate of 95% or higher

(e) Factors outside of the Vendor's control will not impact the on-time shipment rate.

Responsibilities (cancellations, returns and refunds)

Responsibilities. Vendor is responsible for processing all Customer cancellations, returns, refunds, and/or Customer Service price adjustments. Vendor will provide St. Eden with its Customer return, refund and price adjustment policies ("Customer Service Policies") for display on the Site. Vendor's Customer Service Policies for Products sold through the Site will be no less favorable to Customers than Vendor's most favorable policies offered on Vendor's own site or on other third-party marketplaces where such Products are offered for sale. Notwithstanding the foregoing, Vendor initial response time to Customers shall be within twenty-four (24) hours. If Vendor does not provide such Customer Service Policies to St. Eden prior to the Effective Date, then Vendor shall be deemed to have adopted St. Eden's standard customer service policies as may be adopted and/or revised from time to time. Vendor shall notify St. Eden, of any material changes to Vendor's Customer Service Policies at least fourteen (14) days prior to Vendor's implementation of such changes, provided, however, that any such changes shall not be effective with respect to orders until the revised Vendor Customer Service Policy has been posted on the Site.

Cancellations. Vendor will maintain a cancellation rate due to Vendor's error or fault of 3.0% or less, calculated on a rolling thirty (30) day period. Substitutions do not count towards cancellation rates.

Refunds.

St. Eden will whenever possible provide refunds to Customers via the method of payment used by the Customer (most often the Customer's credit card) for Products not received or damaged. Vendor will provide St. Eden with the necessary information to process such refunds, such as the reason code and/or any special instructions. St. Eden will refund to Vendor the amount of the Commission Fee attributable to the amount of the Customer refund (excluding any refunded taxes); provided that St. Eden shall have no liability for refunds offered by Vendor in excess of the purchase price. Vendor will be responsible for all other forms of refund, such as store credit or exchanges, which shall be offered according to the Vendor's own Customer Service Policy. If Vendor provides Customer directly with a refund, St. Eden shall retain the full amount of the Commission Fee attributable to such Customer refund. If St. Eden makes a cash refund to a Customer for a Product returned to Vendor, St. Eden, in its sole discretion, will obtain a refund of the Vendor Payment received by Vendor for such returned Products either via (i) offset of any amounts payable by St. Eden to Vendor or (ii) by billing Vendor for such amounts.

Ownership and Use of Transaction Information

St. Eden shall own all Transaction Information. Vendor may only use Transaction Information to further a transaction related to this Agreement, in accordance with the terms of this Agreement, St. Eden's Privacy Policy and all applicable Law. Vendor will not (i) disclose or convey any Transaction Information to any third party (except as necessary for Vendor to perform its obligations under the Agreement); (ii) use any Transaction Information to conduct Customer surveys or for any marketing or promotional purposes; (iii) contact a Customer that has ordered a Product that has not yet been delivered with the intent to collect a payment in connection therewith or to influence such Customer to make an alternative or additional purchase; or (iv) target communications of any kind on the basis of the intended recipient being a Customer.

Taxes

Taxpayer and Merchant of Record. Vendor is the taxpayer and merchant of record and must comply with all applicable tax Law. Vendor shall be solely liable for any tax liabilities, including without limitation, any associated penalties, fees or interest. All references to "tax" or "taxes" in this Agreement shall mean all taxes and fees, including without limitation, sales, use and surcharge taxes, import or export duties, electronic waste recycling fees, and all other indirect taxes and fees.

Vendor Warranty. Vendor is solely responsible for determining the amount of sales, use or other indirect taxes owed as a result of the sale of Products, and is solely responsible for reporting and remitting any such taxes required under applicable Law. Vendor hereby represents and warrants that it will (a) identify all states in which it has an obligation to collect and remit taxes during onboarding, (b) keep such information updated at all times, (c) report and remit all such taxes collected on Vendor's behalf by St. Eden, and (d) maintain appropriate accounting records and documentation to verify the remittance of such taxes collected on Vendor's behalf by St. Eden. Upon the request of St. Eden, Vendor will immediately provide St. Eden with records and documentation in the manner, form and substance as St. Eden may reasonably request Vendor's remittance of all taxes collected by St. Eden. on Vendor's behalf. If Vendor is unable to provide such proof to St. Eden's satisfaction, St. Eden may retain all such tax amounts and/or terminate Vendor's Marketplace account. Vendor acknowledges and agrees that St. Eden has no responsibility to collect, report or remit taxes in connection with Vendor's sales. Vendor shall cooperate with St. Eden regarding any requests for information, audit or similar request by any taxing authority concerning taxes collected and remitted resulting from the sale of Products on the Site.

Marketplace Sales Tax. Without limiting the generality of the foregoing, as a marketplace facilitator, St. Eden is required by law to automatically collect sales taxes on the Vendor's behalf with respect to any Products shipped to certain States in the United States and its territories, as determined by St. Eden in its sole discretion, and all such tax amounts shall be remitted by St. Eden to the State from amounts received by St. Eden from Customers.

Information Security

Vendor will use appropriate internal information security practices to prevent the compromise of its information systems, computer networks and data files by unauthorized users, viruses or malicious computer programs which could in turn be transmitted to St. Eden or compromise the security of St. Eden Confidential Information (as defined in the Section titled "Confidential Information" below), including without limitation, the Transaction Information. Vendor shall promptly notify St. Eden of any breach and take all necessary actions to remediate the breach. Vendor shall be responsible for any costs, damages or legal notification procedures resulting from any breach of this Section.

Confidential Information

Definition. The term "Confidential Information" means all information communicated by one party ("Disclosing Party") to the other party ("Receiving Party") that should reasonably be considered confidential under the circumstances, notwithstanding whether it was identified as such at the time of disclosure, including, without limitation (a) the terms of this Agreement, (b) existing or contemplated products, services, designs, processes and technical specifications, and (c) information relating to business plans, sales or marketing methods and information accessed via St. Eden API's. Vendor shall also treat all Transaction Information and tax codes as Confidential Information.

Obligations. The Receiving Party may receive Confidential Information from the Disclosing Party during the Term, and such Confidential Information shall be used only to perform its obligations under this Agreement. The Receiving Party shall treat the Confidential Information as it does its own valuable and sensitive information of a similar nature and, in any event, with not less than a reasonable degree of care.

Exceptions. The obligations of either party under this Section will not apply to information that the Receiving Party can demonstrate (a) is known by the Receiving Party prior to the date of the disclosure by the Disclosing Party without a restriction on disclosure or use; (b) becomes publicly known through no act or fault of the Receiving

Party; provided, however, Transaction Information shall remain subject to confidentiality obligations regardless of its availability to the public; (c) was received from a third party without restriction on disclosure or use; or (d) is independently developed by the Receiving Party without access to or use of the Confidential Information of the Disclosing Party.

Disclosure by Law. In the event the Receiving Party is required by Law or legal process to disclose any of the Confidential Information, the Receiving Party agrees to (a) give the Disclosing Party, to the extent possible, advance notice prior to disclosure so the Disclosing Party may contest the disclosure or seek a protective order, and (b) limit the disclosure to the minimum amount that is legally required to be disclosed.

Return or destruction. Upon the Disclosing Party's written request, the Receiving Party shall return or certify the destruction of all Confidential Information, and the obligation of confidentiality shall continue for three (3) years from the expiration or termination of this Agreement; provided however, the Receiving Party shall continue to keep confidential (i) any Transaction Information, and (ii) the terms of this Agreement. Vendor agrees that St. Eden may share Vendor's Confidential Information with its Affiliates for internal use only.

Representations and Warranties

Vendor hereby represents and warrants to St. Eden the following:

Authority. Vendor is a corporation duly organized, validly existing and in good standing under the Laws of the state where Vendor is incorporated, and Vendor has full power and authority to execute Agreement and to perform its obligations hereunder without any further ratification or approval. Vendor has the right, power and authority to grant the rights and licenses hereunder free and clear of any claims, liens and encumbrances.

No Conflicts. Neither the execution of this Agreement, nor the consummation of the transaction contemplated hereby, will violate or conflict with any obligation, contract or license which could reasonably be expected to interfere with the consummation of the transaction contemplated hereby.

Taxes. The person(s) inputting all tax related information (including without limitation, tax designations, and States in which Vendor has a tax remittance obligation)

(collectively "Tax Information") into the Item File or otherwise providing such Tax Information to St. Eden has adequate tax knowledge and enough information about Vendor to accurately and completely enter such Tax Information. All Tax Information shall be accurate and complete. Vendor shall promptly update any Tax Information in the Item File as necessary to collect the correct amount of tax from Customers.

Intellectual Property. Vendor represents and warrants that Vendor has the right to grant the licenses granted herein, including with respect to the Vendor Content and Vendor Marks. Vendor has all necessary and sufficient rights to sell and offer for sale the Products, directly and through the Site, without any conflict with or infringement of the rights of any third party, including any rights in intellectual property. To Vendor's knowledge, Vendor's Products are not counterfeit, stolen, replicas, or otherwise unauthorized copies of a third party's products.

Term, Termination and Suspension

Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect as long as the Vendor continues using the Site to list and sell Products, unless an agreed upon term is included in Exhibit A.

Termination for Breach. This Agreement may be terminated at any time by either party if the other party materially breaches any provision of this Agreement, and fails to cure such breach within thirty (30) days of receipt of written notice of breach from the non-breaching party, stating the nature and character of the breach. St. Eden may immediately terminate this Agreement if Vendor fails to meet any of its tax obligations, including without limitation the requirement of Vendor to provide documentation proving that Vendor has remitted collected taxes or fees to the appropriate jurisdiction(s) in accordance with the Section titled "Taxes". Either party may terminate this Agreement without prior notice or a cure period for breaches that are incapable of cure (including, but not limited to, a party's involvement in money laundering or terrorist activity). Upon termination of this Agreement for breach by Vendor, any fees due to St. Eden at the time of termination shall immediately come due and; if for breach of St. Eden, any amounts prepaid by Vendor but unused up to the date of termination shall be refunded

to Vendor. Termination under this Section does not limit either party from pursuing any other remedies available to such party, including but not limited to injunctive relief.

Termination in the Event of Insolvency or Bankruptcy. Either party may terminate this Agreement upon written notice to the other party in the event (a) the other party files a petition for bankruptcy or is adjudicated bankrupt; (b) a petition in bankruptcy is filed against the other party and such petition is not dismissed within ninety (90) days of filing; (c) the other party becomes or is declared insolvent or makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to any bankruptcy or other similar Law; (d) the other party ceases to do business in the normal course; or (e) a receiver is appointed for the other party or its business. Applicable fees and payments are due by the vendor to St. Eden on the 1st of each calendar month agreed as the duration of the tenure.

St. Eden Termination. St. Eden may terminate this Agreement at any time, upon thirty (30) days prior written notice to Vendor.

Vendor Termination. Vendor may terminate this Agreement at any time, upon thirty (30) days prior written notice to St. Eden. If Vendor terminates this Agreement before the completion of the tenure, Vendor is responsible for payment of penalty fees of up to 20% of total monies to be collected for the remainder of the program duration as indicated in Exhibit A.

Post-Termination Obligations. Vendor will continue to have obligations under this Agreement after termination of the Agreement or during a suspension of Vendor's listing of Products under the foregoing paragraph, including without limitation, the obligation to (i) provide customer service to Customers who purchased Products on the Site, (ii) pay any invoices delivered by St. Eden in connection with this Agreement, (iii) notify St. Eden and Customers of any recalls of its Products, (iv) remit any taxes collected to the proper jurisdiction(s), (v) fulfill any outstanding orders, and (vi) immediately notify St. Eden of any security breach that allows a third party to view or access or otherwise compromise any Transaction Information.

Survival. The provisions of this Agreement which by their nature are intended to survive termination of the Agreement (including, without limitation, representations, warranties, indemnification, payment obligations, remedies, St. Eden's rights to use Vendor's

suggestions and feedback, limitations of liability, choice of law, jurisdiction, and venue) shall survive its termination

Indemnification

Indemnification Obligations. Vendor will defend, indemnify and hold harmless St. Eden, Inc. and Affiliates and their respective employees, directors, agents and representatives (each an "Indemnitee") from and against any and all Losses arising out of or related to third party Claims asserted against, imposed upon or incurred by an Indemnitee due to, arising out of or relating to: (a) any actual or alleged breach of Vendor's representations, warranties, or obligations set forth in this Agreement, St. Eden's Terms and Conditions, or St. Eden's Privacy Policy; (b) violation of any applicable Laws; (c) Vendor's own site or other sales channels, Vendor's Products (including the advertisement, offer, sale or return of any of Vendor's Products) and Vendor's Content; (d) any actual or alleged infringement of any intellectual property rights (including rights of publicity or right of privacy) by Vendor's Products or Vendor's Content; (e) personal injury, death or property damage arising from Vendor's Products; and (f) any and all income, sales, use, and other taxes, surcharges, fees, assessments or charges of any kind whatever, together with any interest, penalties and other additions with respect thereto, imposed by any federal, state, local or foreign government in any way related to the sale of the Products on the Site, excluding, any taxes related to St. Eden's net income. The term "taxes" includes any class action or qui tam legal claims grounded in an allegation or allegations that St. Eden bears some civil or criminal liability for over- or under-collection of any tax or fee on sales of Products offered by Vendor.

Procedure for Indemnification. Upon receipt of notice, from whatever source, of Claims against an Indemnitee for which Vendor is obligated to indemnify such Indemnitee, Vendor shall immediately take necessary and appropriate action to protect such Indemnitee's interests with regard to the Claims. St. Eden shall notify Vendor of the assertion, filing or service of any Claims of which St. Eden has knowledge, as soon as is reasonably practicable.

Settlement. Vendor, in the defense of any Claim, shall not, except with the prior written consent of St. Eden, consent to entry of any judgment or enter into any settlement that

does not include as an unconditional term the release of St. Eden and any other applicable Indemnitee from all liability and blame with respect to the Claim. St. Eden shall have the right at all times to accept or reject any offer to settle any Claim against it. Insurance. Vendor represents and warrants that it will maintain during the entire term of the Agreement general liability insurance, including Products Liability and Completed Operations coverage, in the minimum amount of coverage of \$1,000,000.00 per occurrence, with a general aggregate coverage of not less than \$2,000,000.00. This insurance coverage will be primary and non-contributing to any other insurance that may apply, and may not be canceled nor modified until at least thirty (30) days prior written notice has been given to Postal.io, Inc. The insurance coverage required herein shall be provided by an insurance company or companies acceptable to St. Eden in its reasonable business judgment. Upon request of St. Eden, Vendor will promptly provide St. Eden with certificates of insurance evidencing such coverage and naming St. Eden, or its designated Affiliate as additional insured.

Warranty Disclaimer

THE SITE AND ANY RELATED SERVICES, CONTENT, SOFTWARE, ARTWORK, DATA, AND INFORMATION ARE PROVIDED BY ST. EDEN. "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. ST. EDEN. EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OF DATA, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, TITLE, OR NON-INFRINGEMENT. ST. EDEN. DOES NOT WARRANT THAT THE SITE WILL BE ERROR-FREE, FREE OF VIRUSES OR THAT DEFECTS WILL BE CORRECTED.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ST. EDEN. OR ITS AFFILIATES OR ANY OF THEIR OFFICERS, DIRECTORS,

EMPLOYEES, AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, LOSS OF USE OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE EVEN IF ST. EDEN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, THE TOTAL LIABILITY OF ST. EDEN UNDER THIS AGREEMENT SHALL NOT EXCEED THE ACTUAL VALUE OF ANY FEES ACTUALLY RECEIVED BY ST. EDEN IN CONNECTION WITH VENDOR'S SALES THROUGH THE SITE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM GIVING RISE TO THE LIABILITY.

Notices

Any notice or other communication required or permitted to be made or given to either party under this Agreement shall be deemed sufficiently made or given on the date of delivery if delivered in person, email, or by overnight commercial courier service with tracking capabilities with costs prepaid, or three (3) days after the date of mailing if sent by certified first class U.S. mail, return receipt requested and postage prepaid, at the address of the parties set forth below or such other address as may be given from time to time under the terms of this notice provision. A party may update its proper address for notice using the notice mechanisms provided for in this paragraph. For Vendor: The address provided by Vendor in the onboarding process.

For St. Eden.:

St. Eden
520 S. Burnside Ave, #4800
Los Angeles, CA 90038

e-mail: ona@saintedden.com

Attn: Legal Department

Controlling Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the Laws of the State of California, without regard to the conflicts of laws provisions thereof. Unless waived by St. Eden (which it may do in its sole discretion) the exclusive jurisdiction and venue of any action with respect to the subject matter of this Agreement shall be the state or federal courts in Los Angeles County, California.

Waivers and Amendments

This Agreement may only be modified, or any rights under it waived, by a written document executed by the Parties. The express waiver of any right or default hereunder shall be effective only in the instance given and shall not operate as or imply a waiver of any similar right or default on any subsequent occasion. No failure or delay by a party in exercising any right, power or privilege under this Agreement shall operate as waiver hereof.

Severability

If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected. If any provision of this Agreement is for any reason held to be excessively broad as to duration, geographical scope, activity, or subject, then such provision shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with the then-applicable Law.

Relationship of the Parties

The Parties hereto expressly understand and agree that the other is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. This Agreement does not make either party the employee, agent or legal representative of the other.

No assignment

Vendor shall not assign this Agreement, in whole or in part, without the prior written consent of St. Eden. St. Eden may freely assign this Agreement, in whole or in part, without the prior written consent of Vendor.

Complete Agreement

This Agreement is the complete and exclusive agreement by and among the Parties with respect to the subject matter hereof, superseding any prior agreements and communications regarding such subject matter. To the extent that the terms of this Agreement conflict with St. Eden Terms of Service, Acceptable Use Policy and/or Privacy Policy, this Agreement shall control.