

Special Agreement to Indemnify in favor of United Natural Foods, Inc.

Dated:

1. : {insert Supplier's name} (collectively with its subsidiaries and affiliates, "Seller") sells various products to United Natural Foods, Inc. (together with its subsidiaries and affiliates, including Select Nutrition, LLC and Honest Green ("UNFI")).

2. Seller is conditioning the sale of such products to UNFI upon certain limitations on UNFI's ability to resell the products to third parties, including but not limited to the third party(ies)' compliance with Seller's Minimum Advertised Price ("MAP") policy, which said limitations Seller represents and warrant do not violate any federal, state or local laws, rules or regulations, including, but not limited to all applicable anti-trust laws, statues, rules or regulations.

3. Seller has adopted its MAP policy to apply to retailers selling its products to consumer/end users. UNFI is not subject to the terms of Seller's MAP Policy and/or any revisions made thereto. Specifically, Seller recognizes that UNFI's advertised catalog or wholesale pricing or other means of advertised pricing for its retailer customers is not subject to Seller's MAP Policy.

4. UNFI is prepared to distribute Seller's MAP policy to its online retailer customers or alternatively to post Seller's MAP policy to its website for its retailer customers to access.

5. In consideration of UNFI's purchasing the products subject to Seller's limitations and communicating Seller's MAP policy to its retailer customers, Seller agrees to defend, indemnify and hold UNFI, its subsidiaries and affiliates, and its and their shareholders, directors, officers, employees and agents and customers, harmless from and against any and all liabilities, losses of any type suffered by UNFI as well as any and all actions, suits, claims and proceedings brought by any person or entity (including, without limitation, any federal, state or local authorities), and any judgments, damages, fines, costs and expenses (including reasonable attorneys' fees), and shall pay UNFI or such persons on demand the full amount of any and all sums that UNFI may pay or become obligated to pay, arising out of or related to any violation or alleged violation of any federal or state law, rule or regulation by any such limitations on resale and/or MAP policy. As a condition to such indemnification, UNFI shall provide reasonably prompt notice to Seller. Seller shall defend all third party claims with counsel reasonably acceptable to UNFI. Seller shall not settle or compromise any claim without obtaining the prior written consent of UNFI, which consent shall not be unreasonably withheld. In the event of any failure by Seller to fulfill its obligations hereunder, UNFI may fulfill such obligations hereunder and Seller shall remain liable for the cost thereof. In such event, Seller shall have no right to object to the cost of fulfilling such obligations, including, without limitation, the cost of any settlement. Any payment required to be made hereunder shall be paid within ten (10) days after determination of the amount thereof by UNFI and the obligation to pay the same. In the event that UNFI is not paid in full for any such claim pursuant to the foregoing provisions, or UNFI must perform Seller's obligations, UNFI shall have the right to offset the unpaid amount of any such claim or the cost of performance against any amounts owed by UNFI to Seller.

3. This Special Agreement to Indemnify shall be governed by the laws of the State of Rhode Island, other than any rule which might refer such matters to the laws of any other jurisdiction. Seller agrees

MAP & iMAP Policy

MINIMUM ADVERTISED PRICES (MAP) & INTERNET MINIMUM ADVERTISED PRICE (iMAP) POLICY

Effective Date June 1st, 2015

As a condition of being an authorized Reseller of EBOOST products, adherence to the following terms and conditions is required. Failure to abide by these terms and conditions without cure will ultimately result in your being discontinued in being an authorized online Reseller for EBOOST line of products.

MAP & iMAP Terms and Conditions

MAP & iMAP Policy

1. EBOOST has established an Minimum Advertised Pricing (MAP) & Internet Minimum Advertising and Pricing ("iMAP") policy for its products. The MAP applies to all traditional retail locations. The iMAP policy applies to all on-line locations for any EBOOST product in any and all internet and like electronic media. "Online location" is defined as the virtual place where end-users can purchase EBOOST products. The MAP & iMAP applies to all advertisements for any EBOOST, products in any and all traditional & virtual/online media, including, but not limited to virtual/online: websites, shopping carts, newspapers, magazines, catalogs, flyers, coupons, mailers (including eBlasts, etc.), email, and like electronic media.
2. The MAP & iMAP policy specifically includes a maximum allowed advertised discount of up to ten (10%) percent off "single item" Manufacturer Suggested Retail Price ("MSRP") as indicated by the current published pricing supplied by EBOOST. The exception will be any special promotion pre-approved in writing by EBOOST.
3. MAP & iMAP pricing
 - Orange Box of 20 packets – MSRP - \$27.99
 - Pink Lemonade Box of 20 packets – MSRP - \$27.99
 - Acai Pomegranate Box of 20 packets – MSRP - \$27.99
 - Box of 12 SuperBerry – MSRP - \$35.99
 - Box of 6 SuperBerry – MSRP - \$17.99
 - Pow Tub 20 – MSRP - \$32.99
 - Pow Packets - MSRP- \$1.99
 - SPRUCE Box 15: - MSRP- 39.99
 - SPRUCE Packets- MSRP- \$2.99
4. The final sales price remains totally at dealers' and distributors' discretion within the agreed MAP & Internet Minimum Advertised Price policy to be anywhere between zero and ten percent (10%) off MSRP.
5. Authorized online resellers must include a link on their website to www.eboost.com with a short description that contains the following keyword or phrase: "Natural Energy Booster" and/or "Energy + Vitamins"

MAP & iMAP Policy Violations

1. Reseller understands that a violation of this policy is immediate grounds for terminating the Reseller's relationship with EBOOST. Distributors will be notified of all violations and instructed to cease and desist all sales to retailers that are in violation of the MAP & iMap policy.

MAP & IMAP POLICY

EBOOST will institute MAP & IMAP to ensure that traditional retailers & on-line retailers are not selling our line below our MAP.

MAP & iMAP Letter to Resellers

Re: EBOOST Minimum Advertised Prices (MAP) & Internet Minimum Advertised Price Policy (iMAP) – Effective June 1st, 2015

Dear EBOOST Reseller,

It is unfortunate, but EBOOST continues to find retailers & online resellers that are selling our products at drastically reduced prices. This behavior is growing at an alarming rate thus destroying the EBOOST hard-earned sterling reputation and our ability to maintain quality control and pricing integrity all the way to the consumer.

To address the above issues and as part of EBOOSTS continued commitment to delivering the world's finest Daily Health Booster to its customers, we will be instituting an MAP – Minimum Advertised Price & IMAP - Internet Minimum Advertised Pricing policy on June 1st, 2015. As a current retailer or online reseller of EBOOST, we wanted to provide you with advanced notification of this policy so that you may plan accordingly.

IMPORTANT NOTE: All distributors & retailers have been notified of EBOOST MAP & IMAP policy. Distributors will be informed of resellers not in compliance and requested to cease and desist all future sales to those listed. Notifications will begin in June 1st, 2015.

As a condition of becoming an authorized Distributor, Retailer or Online Reseller of EBOOST, resellers must strictly adhere to the covenants, conditions, and restrictions of the attached MAP & IMAP policy. If you are interested in applying to become an authorized reseller, please sign the attached MAP & IMAP polices and mail, fax, or email back to my attention.

Thank you in advance for your assistance as we continue to find ways to support our trusted, valued, and *authorized* resellers and distributors. Please let me know if you have any questions.

MAP & iMAP- Letter to Resellers Approval:

MANAGING PARTNER

EBOOST / Vitalitalize Labs LLC



JOSH TAEKMAN



06/01/15

that any action with respect to this Special Agreement to Indemnify must be brought in the courts of the State of Rhode Island or the Federal Courts in the State of Rhode Island. Seller agrees that service of process by certified mail, return receipt requested, shall be regarded as proper service of process and that if service cannot be effected upon Seller at its then address Seller hereby appoints the Secretary of State of the State of Rhode Island as its agent for service of process. Seller shall reimburse UNFI for UNFI's costs of enforcing its rights under this Special Agreement to Indemnify. Seller acknowledges that the rights of UNFI under this Special Agreement to Indemnify are in addition to, and not in limitation of, any other agreements between Seller and UNFI. Seller's obligation to indemnify UNFI hereunder is continuing and may not be revoked or waived orally, but only by a writing signed by an officer of United Natural Foods, Inc.

: _____, Seller

By: Josh Zaeh

Name: Josh Tuckman

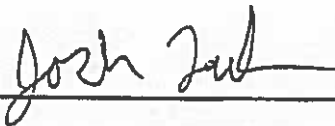
Title: Founder / EDOOR

DISCLOSURE OF ALL COMPANY NAMES

1. Reseller acknowledges full disclosure of all of its corporate names and business names under its controls (DBA's – Doing Business As) to EBOOST and has disclosed a list of any such business names to EBOOST.
2. Reseller understands that multiple accounts under different business names, but under the control of a parent corporation or owner with EBOOST are not permitted. All orders with EBOOST, Inc. shall occur from the Parent Corporation or business. **PROMOTIONS OR CHANGES TO MSRP AND MAP & IMAP POLICY**
1. EBOOST may periodically discontinue products or engage in promotions with respect to certain items. In such cases, EBOOST may, at its discretion, modify or suspend the MAP & IMAP with respect to the affected products by timely notifying all dealers of such change. Such notification shall be made in writing to the Reseller or Distributor by fax, email, or letter.
2. EBOOST retains the right to modify MSRP at any time and will notify EBOOST Distributors and authorized online Resellers of such price modifications. All Resellers must implement such modifications within thirty (30) days from the date of receipt of such notice.
3. The MAP & IMAP may be adjusted by EBOOST at its sole discretion upon thirty (30) day notice to you by letter, email, or fax. Such adjustments shall be uniformly applied to all EBOOST dealers and distributors.

MANAGING PARTNER

EBOOST / Vitalitalize Labs LLC



JOSH TAEKMAN

12-3-15

06/01/15