

This Authorized Retailer Agreement (this "Agreement") is made effective as of \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_(Date), between WiYnE Gear, a Division of What if Y not Everything, Inc. at 8 The Green STE A Dover, DE 19901 ("Seller"), and \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_ ("Retailer").

ITEMS PURCHASED. Seller agrees to offer Retailer to sell the following products (the "Goods") in accordance with the terms and conditions of this non-exclusive agreement, pursuant to an Exclusivity Agreement and the Terms of Participation. Incorporated herein by reference.

<u>SKU</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
01495	Custom WiYnE T-shirts	12	\$20	\$240
01535	Custom WiYnE Sneakers	12	\$70	\$840
01526	Custom WiYnE Socks	12	\$11	\$132
01500	Custom WiYnE Pants	12	\$65	\$780
01499	Custom WiYnE Hoodies	12	\$31	\$372
01508	Custom WiYnE Book Bags	12	\$55	\$660
01509	Custom WiYnE Jacket	12	\$75	\$900
01503	Custom WiYnE Mask	12	\$30	\$360
01515	Custom WiYnE Slim Dress	12	\$75	\$900
01512	Custom WiYnE Pocketbook	12	\$60	\$720
01511	Custom WiYnE Sport Bra	12	\$40	\$480
01513	Custom WiYnE Leggings	12	\$51	\$651
01514	Custom WiYnE Belly Jacket	12	\$65	\$780
01510	Custom WiYnE Belly Shirt	12	\$60	\$720
01518	Custom WiYnE Boots	12	\$75	\$900
01516	Custom WiYnE Scrubs	12	\$40	\$480
01519	Custom WiYnE Flip Flops	12	\$45	\$540
<b>TOTAL:</b>				<b>\$11,715.00</b>

**Items required to be purchased but not authorized to be sold**

01495	Custom WiYnE Flags	1	\$200	
01520	Custom WiYnE Tablecloths	1	\$200	
01523	Custom WiYnE Signs	1	\$200	
01521	Custom Brand Sign	1	\$600	
01517	Custom WiYnE Gear Flyers w/ Dist.	1	\$250	
01529	Advertising Campaign	1	\$2,500	
01519	WiYnE Gear Step and Repeat	1	\$1,200	
01527	Signicade	10	\$840	
01528	Posters w/ Distr	50	\$200	
01532	Fabric Banners w/ Dist	1	\$200	
01530	Mannequin	1	\$400	
01531	Digital Display Stand	1	\$2,000	
01533	Digital Projector	1	\$150	
<b>TOTAL:</b>				<b>\$8,940</b>
<b>GRAND TOTAL:</b>				<b>\$20,655</b>

PRODUCT STANDARDS. The Goods shall comply with the Seller's quotation dated \_\_\_\_\_(DATE) and incorporated into this Agreement by this reference.

PRICING AND ORDERS. Goods will be ordered at prices and quantities as agreed to by the parties and subject to the terms and conditions of sale and shipment established by the seller from time to time and in effect at the time the Seller accepts the order. The seller reserves the right to change the price without notice to Retailer for subsequent purchases. The seller agrees to exercise commercially reasonable best efforts to supply Goods to the Retailer in a timely fashion.

POWERS: Once authorized, the authorized retailer will have the power and authority to recruit and retain Authorized Resellers that must be verified and certified to resell Goods. All Authorized Resellers must be oriented by the Retailer. Authorized Resellers must comply with all terms of all agreements made by the Seller in all agreements made by the Authorized Retailer. Authorized Resellers are not employees or subcontractors of the authorized retailer. Authorized Retailers have the authority to terminate any Authorized Resellers pursuant to the Terms of Participation and Terms of Engagement incorporated herein by reference. Authorized Retailers have the authority to sell the Goods to Resellers at a profit predetermined by WiYnE Gear. There is no limitation on the amount of Authorized Resellers that any Authorized Retailer can recruit.

SALE OF PRODUCTS. The seller agrees to sell goods at the prices indicated herein in accordance with order procedures as may be reasonably communicated by the Seller from time to time. The seller may amend prices, products, services, brands, logos, communications, mediums, without notice to the retailer, provided any such amendment shall reflect similar prices applicable to the Goods and Contempt, in sole irrevocable discretion of WiYnE Gear.

TAXES. The parties agree that payment of any taxes levied on the goods shall be the Retailer's responsibility (including, without limitation, federal, state, local, use or similar taxes), and the Retailer shall report and pay such taxes to the appropriate taxing authority as required by law. It is understood that the Retailer nor the Reseller is not a partner, employee or independent contractor of WiYnE Gear or What if Y not Everything, Inc.

TITLE/RISK OF LOSS. All Goods shall be sent in accordance with the sellers the current shipping policies, including, without limitation, the use of cartons bearing external art work or labels as designated by the seller. Title to and risk of loss of goods shall pass to the retailer upon delivery F.O.B. at the seller's plant to an agent or representative of a retailer including a common carrier, notwithstanding any prepayment or allowance of freight by the seller.

RETAIL STORE FACILITIES. Retailers will offer Goods from its mutually agreed by the parties in accordance with the terms set forth in the Agreement. Retailers will provide the seller with an updated list of all Facilities selling Goods.

PAYMENT. Payment for all products purchased shall be made to What if Y not Everything, Inc. 8 The Green Suite A Dover, DE, 19901, the amount of \$20,655 upon order of the products. No products will be produced until full payment for such products is remitted as described in this agreement. Full prepayment is required to purchase any product or service. Upon delivery, Retailer is able to inspect the goods. If such Retailer inspects the goods rendered and they are damaged or obsolete the amount that is damaged or obsolete will be credited to the next order that the Retailer transacts with What if Y not Everything, Inc. or any of its divisions. The credit will be in a one time use promotional code or gift card with a 2 year expiration date. The Promotions Code or gift card will be the exact amount of the credit that can be used at any time.

DELIVERY. Time is of the essence in the performance of this Agreement. Seller will arrange for delivery by carrier chosen by the seller. Delivery shall be completed by the Seller. Retailers will be charged accordingly for delivery and /or shipping. If freight is necessary the Retailer will have the choice of paying for freight fees quoted by What if Y not Everything, Inc. or providing its own freight.

WARRANTIES. Retailers shall be entitled to any manufacturer warranties generally offered in connection with the products, subjects to their terms and enforceability. What if Y not Everything, Inc. warrants that the Goods shall be free of substantive defects in material and workmanship. What if Y not Everything, Inc. warrants that it is not the manufacturer of the Goods and does not offer a warranty directly and shall not be held liable to provide such. No retailer or customer of such retailer shall contact What if Y not Everything, Inc. in any expectancy of the contrary. Any claim offered shall be done directly thru the manufacturer of the product.

What if Y not Everything, Inc. SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES CAUSED BY, RELATED TO, OR RESULTED FROM PURCHASE, USE, CONSUMPTION OR POSSESSION, OF ANY NATURE, THAT EVEN IF What if Y not Everything, Inc. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES PRIOR TO SELLING THE PRODUCTS.

WHAT IF Y NOT EVERYTHING, INC. UNDER NO CIRCUMSTANCES OFFERS ANY INSURANCE FOR THE PRODUCTS PURCHASED. ALL CUSTOMERS OF THE RETAILER SHALL USE THE PRODUCTS AND SERVICE AT THERE OWN RISK.

INSPECTION. The retailer upon receiving possession of the goods shall have a reasonable opportunity (24 Hours) to inspect the goods to determine if the goods conform to the requirements of this Agreement. If the Retailer, in good faith, determines that all or a portion of the Goods are nonconforming, the Retailer may return the Goods to the Seller at the Seller expense, The Retailer must provide verbal and written notice to the seller of the reason for rejecting the Goods within 24 hours of delivery. The Seller will have 30 days from the return of the Goods to remedy such defects under the terms of this agreement.

INTELLECTUAL PROPERTY. Retailer shall obtain nor right, title or interest, in or to any of the proprietary rights of the Seller, Goods manufacturers or their licensors, including without limitation, rights in or to the trademarks, trade names, slogans, logos, copyrights and patents owned, registered , pending registration, design, scheme, idea or used by any of them. Any such use of such intellectual property shall be by prior written consent and according to policies and guidelines communicated by the Seller.

TERMINATION. This Agreement is perpetual but may be terminated as to any party, for or without cause, upon 60 days written notice to the other.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement

- A. The Failure to make a required payment when due
- B. The insolvency or bankruptcy of either party.
- C. The subjection of either party's property to any levy seizure, general assignment for the benefit of creditors, application or sale for or by any creditor government agency.
- D. The failure to make available or deliver the Goods in the time and manner provided for in this Agreement.
- E. Failure to keep adequate inventory thresholds
- F. Failure to comply with the Exclusivity agreement, nondisclosure agreement, pledge of allegiance, brand release, authorized retailer agreement, rules of authorization and the rules of engagements.
- G. Disloyalty to the Realm
- H. Failure to observe the Authority of the WWA or URD
- I. Failure to visible display the WiYnE Gear Brand Sign
- J. Failure to properly display all marketing materials.
- K. Failure to maintain Adequate marketing thresholds.

REMEDIES ON DEFAULT. In addition to any other right available according to law, if either party defaults by failing to substantially perform any material provisions, term or condition of this Agreement (including without limitation the failure to make monetary payment when due), the other party may elect to cancel the Agreement if the default is not cured within 30 days after providing written notice to the defaulting party. The notice shall describe the nature of the default.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by clause beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic pandemic, outbreaks of infectious disease or any other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, government overthrows or wars.

The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party or its employees, officers, agents, or affiliates

ARBITRATION: Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this agreement. In the event the parties are unable to agree to such a selection each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator , all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served.

The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to Award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decisions rendered by the arbitrator(s) shall be final and binding on the parties, and judgment to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

CONFIDENTIALITY. Both parties acknowledge that during the course of this agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement, upon request by an owner , all documents relating to the confidential information will be returned to the respective owner.

DUTY TO COOPERATE. The Retailer will expeditiously cooperate without hesitation or hindrance of any requests or command from Seller regarding ablemental and governmental inquiries or investigation requests.

NOTICE(S). Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other addresses as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMDENMENTS. This Agreement may be modified for an amendment made in writing and signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. IF a court finds that any provisions of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision be deemed to be written,

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and strict compliance with every provision of this Agreement.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Delaware.

ULTIMATE AUTHORITY. The URD and the WWA shall have the irreversible, irrevocable, undeniable, insurmountable, unchallengeable, and inexplicable ultimate Authority.

SIGNATURES. This Agreement shall be signed on behalf of

**Seller:**

What if Y not Everything, Inc.  
Shakeem Durden, CEO  
Chief Executive Officer  
/S/ Shakeem Durden, CEO

\_\_\_\_\_ Signature  
\_\_\_\_\_ Date

**Retailer:**

\_\_\_\_\_ Name of Company:  
\_\_\_\_\_ Brand  
\_\_\_\_\_ Name of Representative  
\_\_\_\_\_ Title of Representative  
\_\_\_\_\_ Signature  
\_\_\_\_\_ Date