

This Exclusivity Agreement (this "Agreement") is made effective as of _____ (Date), between WiYnE Gear, a Division of What if Y not Everything, Inc. whos principal address is 8 The Green STE A, Dover, DE 19901 and who mailing address 2016 ("Seller"), and _____ of _____ ("Buyer").

Whereas, Buyer and Seller desire to enter into an exclusive agreement with regard to the purchase and sale of customized Apparel, Footwear and Accessories, hereinafter called Products; and

Whereas, Buyer and Seller desire to enter to enter into this Agreement in good faith and are relying on its terms;

Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby Acknowledged the parties agree as follows:

Exclusivity. Exclusivity Period shall mean the period starting at _____ and ending on _____. During the Exclusivity Period the buyer will not directly or indirectly, through any employee agent or otherwise, and will not permit any if it agents to solicit, initiate or encourage, any offers of proposals relating to the purchase of the above mentioned Products. Buyer and Seller agree that during the exclusivity Period, Buyer shall purchase Product exclusively from the Seller and not from any other vendor. The Seller hereby gives the Buyer the exclusive right to sell the product upon the terms as set forth below.

Items Purchased and Price. The Seller hereby gives the Buyer the semi-exclusive right to buy and sell WiYnE Gear Products and Services, and buyer agrees that WiYnE Gear will be the exclusive supplier in the clothing, footwear and apparel category for the Buyer which includes, but is not limited to the following products and services, as new released products will be proposed for semi-exclusivity, from time to time, (the "Goods"), in accordance with the terms and conditions of this agreement:

Resale Price. The seller gives the buyer the semi exclusive right to sell the product at the purchase price stated in Section 2 or at any price and upon different terms as may be accepted by the seller.

<u>SKU</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
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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
<u>TOTAL:</u>				\$11,715.00

Items Required to Purchase that are not for Resale. The seller gives the buyer the semi exclusive right to purchase the required marketing materials. The marketing materials are not for resale. The following includes the required marketing materials. Such requirements may and will change from time to time as standards may change or be altered, in sole discretion. If standards are changed, altered, updated, or modified the Buyer agrees to maintain the then current standards of WiYnE Gear at the Buyers own expense. Failure to maintain the then current standards, within 30 days of notice, written or verbal, will result in the termination of authorization and this agreement, in sole direction of WiYnE Gear.

<u>SKU</u>	<u>Description</u>	<u>Quantity</u>	<u>Total Price</u>
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
<u>TOTAL:</u>			\$8,940
<u>GRAND TOTAL:</u>			\$20,655

PRODUCT STANDARDS. The Goods shall comply with the seller's quotation dated _____ and incorporated into this Agreement by this reference.

TITLE/ RISK OF LOSS

PAYMENT. Payment shall be made to What if Y not Everything, Inc. at 8 The Green STE A Dover, DE 19101 in the amount of \$20,655.00 upon order and / or upon delivery of all Goods described in this Agreement, in sole discretion of What if Y not Everything, Inc.. Buyer understands and agrees that prices, standards, purchase requirements may change at an increase or decrease at any time, from time to time, due to inflation, deflation or other uncontrollable and unforeseeable unstated contributory economic factors, in the sole discretion of What if Y not Everything, Inc. and a change in price shall not be deemed as a violation of this agreement. Any change in standards, requirements, products, services, delivery methods, purchase requirements and / or price shall give the Buyer the opportunity

Payment discount terms are a 2% percent discount if the total bill is prepaid and paid upon order and a 3% discount if the Buyer agrees to not renegotiate or cancel contracts in case of a change in standards, requirements, products, services, delivery methods, purchase requirements and / or price.

If any bill or invoice is not paid when due, interest will be added to and payable on all overdue amounts at 10% per month or the maximum percentage allowed under applicable laws, whichever is less. Buyers shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if Buyer fails to pay for the Goods when due, Seller has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/seek legal remedies.

DELIVERY. Time is of the essence in the performance of this Agreement. Seller will Arrange for delivery by carrier chosen by seller. Delivery shall be completed by Seller.

PAYMENT OF TAXES. Buyer agrees to pay all taxes of every description, federal, state, and municipal, that arise as a result of this sale, excluding income taxes.

RELATIONSHIP. Buyer agrees and understands that the buyer is not an employee of What if Y not Everything, Inc.. Buyer also understands that the seller sells all products and services at a profit to What if Y not Everything, Inc., in WiYnE's sole discretion.

WARRANTIES. Seller warrants that the Goods shall be free of substantive defects in material and workmanship.

SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INSPECTION. Buyer, upon receiving possession of the Good, shall have a reasonable opportunity to inspect the Goods to determine if the Goods conform to the requirements of this Agreement. If the Buyer, in good faith, determines that all or a portion of the Goods are non conforming, the buyer may receive credit for his or her next order. All orders are non-returnable and non-refundable under all circumstances due to Covid-19 Health Risk. Once determined that the error is in-fact legitimate the credit shall be applied to your next order and the amount shall be discounted to the allowable amount by the amount credited. Credit shall be able to be portions and rolled over to other future purchases.

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

- a. The failure to make required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of the creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available, buy, sell or deliver the Goods in the time and manner provided for in this Agreement.
- e. Unacceptable conduct
- f. Breach of Terms of Participation incorporated herein, therewith, by reference

FORCE MAJEURE. In performance of this Agreement of any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and is the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosions, vandalism, mudslide, flood, earthquake, sinkhole, swarm, hurricane, wind, wind storm, tornado, extraterrestrial, encounter, riots, wars, rebellion, revolution or other unforeseeable events or other similar occurrences, orders or act of imperial, military or political or civil authority , or by national emergencies, insurrections, riots, 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 then-current Commercial Arbitration Rules of the American Arbitration Association. Information about the American Arbitration Association, and how to commence arbitration before it, is available at www.adr.org or by calling 1-800-778-7879. The parties shall select mutually acceptable 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 possessions 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 arbitrations is served.

The arbitration shall not have the authority to modify any provision of the Agreement or to award punitive damages. The arbitration(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement 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 as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

NON-DISPARAGEMENT. Buyer agrees that he/she/it/them/they will not, during the Exclusivity Period plus indefinitely therefore immediately following the Exclusivity Period, make comments, whether oral or in writing or any other unstated form of communication, that tends to disparage or otherwise injure, defame, shed negative light on or disrespect What if Y not Everything, Inc. or any person associated with or representing What if Y not Everything, Inc., unless ordered to do so by a court of competent jurisdiction or otherwise required by law. This clause shall include , but not be limited to, any third-party media outlet, website or forum. Any or each violation of this non-disparagement provision shall constitute a breach of the Agreement by and entitle What if Y not Everything, Inc. to bring legal action for appropriate relief inequity, including damages.

NOTICE. 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.

REMEDIES ON DEFAULT. The parties acknowledge and agree that Seller is entitled to equitable remedies including injunction and specific performance for the breach of any provisions of this agreement. In addition to any and all other rights available according to law, if either defaults by failing to substantially perform any material provision, term or condition of this Agreement (including without limitation the failure to make payments when due), the other party may elect to cancel this Agreement if the default is not cured within 30 days after providing written notice to the default.

The parties acknowledge and further agree that Seller is entitled to equitable remedies including injunction and specific performance for the breach of any provisions of this agreement.

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.

AMENDMENT. This Agreement may be modified or amended if the amendment is 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 provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited. If a court finds that any provision of this Agreement is invalid or unenforceable all other provisions shall remain in effect.

ASSIGNMENT OF RIGHTS. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express and written consent of the other party.

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 compel compliance with every provision of this Agreement.

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

SIGNATURES. This Agreement shall be executed on behalf of What if Y not Everything, Inc. by _____, and on behalf of _____ by _____.

Buyer: What if Y not Everything, Inc.

By: _____

Title:

Date: _____ / ____ / _____

Seller: _____

By: _____

Date: _____ / ____ / _____