

Distributor Terms & Conditions

Effective Date: January 1, 2022

This website (the "Website") is operated by Columbarium by Design, LLC, a Texas limited liability company authorized to conduct business in New Mexico and Colorado d/b/a Eternal Friends Home Niche, The Eternal Niche, The Country Niche and The Garden Niche ("CBD"), and provides online information regarding various products sold and marketed by CBD, including, but not limited to, various types of niches, including in ground and pet niches (the "Products") and plans, pricings, estimates and models of and/or related to the Products (the "Services").

These terms and conditions (the "Terms and Conditions") are in addition to any other agreements between you ("You" or the "Distributor") and CBD, including any distribution agreements and any other agreements that govern your use of software, products, goods, services, content, tools, and information provided by CBD.

General

The Website may include or make available certain content (the "Content"). Content includes, without limitation: (1) access to CBD's catalog, Product prices, available inventory; (2) quotations for Products and Services; (3) company names, logos, products and service names, trade names, trademarks and services marks (collectively, "Marks") owned by CBD; (4) any models, plans, renderings, images, 3d images, and any other file, document or information related to a Product or sale of a Product; and (5) any other information, content, services, or software.

Accounts and Registration

You are responsible for all use of your account, including use of your account by other members of your household/business. By allowing others to access your account, you agree to be responsible for ensuring that they comply with these Terms and you agree to be responsible for their activity using the Services.

All registration information you submit must be accurate and updated. You are responsible for all use of your account, including unauthorized use by any third-party. As such, you must ensure the security and confidentiality of your password and account. You will not have to reveal it to any CBD representative. Please notify us if you suspect any unauthorized use of your account.

CBD may offer the account holder certain rights, including the right to access information about and delete the account and all associated profiles. You may find information on how to exercise these rights by logging in on the CBD Site and viewing your account details.

Acceptance of Terms and Conditions

By using the Service and the Content, you agree to follow and be bound by these Terms and Conditions, including the policies referenced herein.

Disclaimer and Limitations of Liability

The Content, Website and Services are provided on an “as is” and “as available” basis. To the fullest extent permitted under applicable law, CBD and the third-party providers expressly disclaim all warranties of any kind with respect to the Content and the Service, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. CBD does not guarantee the accuracy, timeliness, completeness or usefulness of any Content. You agree to use the Content and the Service only at your own risk.

CBD does not explicitly or implicitly endorse or approve any third-party content.

CBD IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, INCOME, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CBD OR ANY THIRD-PARTY PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (1) THE USE OF OR THE INABILITY TO USE THE CONTENT OR THE SERVICE; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICE; (3) ACCESS TO OR ALTERATION OF YOUR ACCOUNT, TRANSMISSIONS OR DATA DUE TO YOUR CONDUCT, INACTION OR NEGLIGENCE; OR (4) ANY OTHER MATTER RELATING TO THE CONTENT OR THE SERVICE.

Additional Rights and Duties of CBD and You

The following additional terms become effective and applicable at the time that a Distribution or Sales Agreement is entered into between CBD and You. At which time You become a Distributor as further explained hereafter.

1. Representation.

(a) CBD hereby grants to Distributor the non-exclusive right to act as CBD distributor to solicit orders for CBD Products to customers within 100 miles from Distributor's place of business (the “Territory”). Although Distributor is authorized to solicit business from customers, any and all orders from such customers shall be subject to the approval of CBD.

(b) The Distributor's non-exclusive assigned Territory will not prevent CBD from selling the products within the Territory. In the case of a conflict regarding perspective customers, CBD will defer to Distributor if it is determined by CBD, in its sole and absolute discretion that Distributor had been in significant contact with the perspective customer.

(c) The Distributor acknowledges and agrees to cooperate with CBD providing assistance with Product knowledge and training to assist in the promotion of the sale of the Products.

2. Marketing. Distributor shall have the following obligations with respect to the marketing and distribution of CBD's Products:

(a) To use its best efforts to further the promotion, marketing, sale and installation of CBD's Products in the Territory. Specifically, Distributor shall diligently undertake to advertise the Products in the Territory. CBD has the right to require Distributor use CBD's brochures, marketing materials, electronic graphics, and images. For any such physical or tangible marketing material the Distributor must pay fifty percent (50%) of the cost of such

marketing material. Further, CBD may require Distributor include on Distributor's website a graphic including CBD's logo or trademark demonstrating that Distributor is an authorized distributor. Distributor may utilize such advertising materials to promote sales of the Products and in preparing its own advertising materials. All expenses incurred by Distributor with respect to creating advertising materials and advertising the Products shall be borne by Distributor. At its sole and absolute discretion, CBD may absorb whole or part of these expenses.

(b) If applicable, to maintain an adequate and balanced inventory of Products, supplies, and spare parts;

(c) To promptly respond to all inquiries from customers, including complaints, process all orders, and effect all shipments of Products;

(d) To diligently investigate all leads with respect to potential customers referred to it by CBD;

(e) To permit CBD, its employees and representatives to visit Distributor's customers and to visit Distributor's place of business and inspect its inventories, service records, and other relevant documents.

(f) To participate actively in sales or merchandising programs prepared by CBD; to participate in all fairs and exhibitions in the Territory where such participation will, in the judgment of CBD, promote the Products;

(g) Distributor must submit to CBD a request, in the form of Exhibit B attached to the Distribution Agreement, or as CBD deems appropriate.

(g) Distributor must not advertise the Products in a misleading, inaccurate or false manner. If Distributor advertises the Products in a misleading, inaccurate or false manner then Distributor must indemnify and defend each of CBD and its affiliates and their respective representatives (collectively, the "Buyer Indemnitees") against, and must hold each of them harmless from and against, any and all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees that result from such advertisement.

3. Sales Policies. The prices, charges, and terms and conditions of sale regarding the Products (hereinafter referred to as the "Sales Policies") shall be established by CBD. The Sales Policies shall be those currently in effect and established from time to time by CBD in its price sheets, bulletins, website, and other authorized releases by the CBD. In addition to any such policies and not in substitution thereof, Distributor shall not create, nor use any marketing, promotional or other materials for use in performing its duties hereunder that have not been provided by CBD or CBD has granted written approval of use of the same prior to their use. Written notice of each Sales Policy change shall be given by CBD to Distributor. CBD shall not exercise any control over scheduling, sales practices, methods, techniques or any other details connected with the rendition of Distributor's services and/or the services of Distributor's salespersons, employees, agents, and representatives, provided that Distributor represents and warrants that it and its salespersons, employees, agents and representatives shall comply with the Sales Policies and all applicable laws, regulations, and policies as to sales practices, techniques and methods used in connection with the rendition of sales and marketing services pursuant to the terms of these Distributor Terms and Conditions.

4. Orders and Collections.

(a) Orders for the Product solicited by Distributor shall be forwarded to, and subject to, written acceptance by CBD. CBD shall exercise complete control over the approval of all orders and the credit to be extended to customers, if any. Distributor will not receive compensation from CBD for approved orders solicited by Distributor, unless otherwise mutually agreed upon between the Parties and such agreement is in writing. Distributor shall forward promptly to CBD any and all monies or remittances, in any form mutually agreed upon by the parties, which Distributor may collect, or which may be placed in the care of Distributor by customers of CBD. Furthermore, Distributor shall not make allowances or adjustments in accounts or authorize the return of any Product unless given specific advance authorization in writing by CBD on a case-by-case basis.

(b) In the event Distributor requests modifications in an accepted order less than ten (10) days prior to the scheduled shipping date provided in such order, CBD may, in consideration for accepting such change order, require Distributor to pay a change order charge equal to five percent (5%) of the U.S. dollar value of that portion of the order which is affected by Distributor's change order request or one hundred dollars (\$100.00), whichever is greater.

(c) Once an order has been shipped to the Distributor or to Distributor's customer, it is to the sole discretion of CBD to accept changes, cancellations or returns. In the event that CBD accepts changes, cancellations or returns on a shipped order, Distributor shall pay for (a) all the expenses to repackage the Products in accordance to CBD guidelines; (b) the cost to ship back the Products to CBD; (c) a 20% restocking fee; and (d) the cost to replace or repair damages to the Products if any.

(d) CBD shall not be liable for any loss or damage caused by delay in furnishing products and services or any other performance under or pursuant to this agreement.

(e) In no event shall any cause of action, claim or liability, of any kind, against CBD include any special, indirect, incidental or consequential losses or damages, even if CBD is or was advised of the possibility of such potential loss or damage.

5. Distributor's Obligations.

(a) Distributor assumes full responsibility for all costs and expenses which it incurs in carrying out its obligations under these Terms and Conditions, including but not limited to all rentals, salaries, commissions, advertising, demonstration, travel and accommodation expenses without the right to reimbursement for any portion thereof from CBD.

(b) Distributor shall use its best efforts to effect maximum sales of the Products in a manner that enhances the business, good name, good will and reputation of CBD and in a manner that complies with all applicable laws. Distributor shall promote and solicit orders for CBD Products and agrees to work diligently and faithfully in the Territory to secure orders for the Products from Authorized Customers.

(c) Distributor shall keep CBD informed of market conditions concerning the Products and of prices in the Territory for products similar to the Products. Distributor shall advise and suggest to CBD any possible changes or modifications to the Products that would, in its opinion, render the Products more marketable. CBD shall, in its sole discretion, accept or reject such suggestions.

(d) Distributor shall not, without CBD's prior written approval, alter, enlarge, or limit approved orders, make representations or guarantees concerning the Product not approved in writing by CBD, accept the return of Products or make any allowance for the Products.

(e) Distributor shall promptly furnish to CBD any information that Distributor may have regarding the credit standing of any customer or prospective customer for the Products. Distributor shall comply with Sales Policies promulgated from time to time by CBD. Distributor shall furnish to CBD at such times as CBD shall request, but no less frequent than weekly, a detailed record of all customer or prospect contacts in such form and containing such details as CBD shall require from time to time.

(f) Distributor agrees to cooperate with CBD in dealing with any customer complaints concerning the Products and to take any action requested by CBD to resolve such complaints. Distributor also agrees to assist CBD in arranging for any customer warranty service.

(g) Distributor shall ensure that any Product sold by Distributor is not damaged in any manner and installed according to CBD's specifications for that Product. If a Product sold by Distributor is damaged prior to installation, whether the fault of the Distributor or not, and installed or installed in a manner contrary to CBD's specifications for that Product, then Distributor shall indemnify and hold harmless CBD for any expense, fine, or fee that results from such nonconforming installation, including but not limited to, material and labor to replace the improperly installed Product, attorney's fees or any cost incurred to defend any claim arising from such nonconforming installation of the Product, whether tort or any other type of claim whatsoever.

6. Relationship Created.

(a) Nothing contained in these Dealer Terms and Conditions shall be construed in any manner as creating an employer/employee relationship, agency, partnership, joint venture or any other relationship between CBD and Distributor except that of independent contractors. CBD is interested only in the results obtained by Distributor, who, subject to Paragraph 2 above, shall have sole control of the manner and means of its performance under these Dealer Terms and Conditions. Distributor shall maintain its own office or other place of business from which it will conduct the duties, services and responsibilities required of it under these Dealer Terms and Conditions, and Distributor represents and warrants to CBD that it has a substantial investment in such facilities. CBD shall not have the right to require Distributor to do anything that would jeopardize the independent contractor relationship between CBD and Distributor.

(b) All expenses incurred and disbursements made by Distributor in performing its duties, services and responsibilities pursuant to these Dealer Terms and Conditions shall be borne wholly and entirely by Distributor. Distributor shall provide its own form of transportation for performing its duties, services and responsibilities pursuant to these Dealer Terms and Conditions.

(c) Distributor does not have, nor shall Distributor hold himself out as having, any right, power, or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon CBD, unless CBD shall consent thereto in writing.

Designation by Distributor as a "Sales Agent" or a "Sales Agency" shall not expand Distributor's limited authority to conduct the sales activities granted under these Dealer Terms and Conditions.

(d) Distributor, at its sole cost and expense, shall have full authority to employ other salespersons, employees, agents, and representatives (hereinafter collectively referred to as "Employees") at such compensation and on such other conditions as Distributor may deem proper to sell the Products in the Territory for the term stated in Paragraph 7 of these Dealer Terms and Conditions, provided that all such persons sign an acknowledgement of the limitation of their actions and representations as provided herein in these Dealer Terms and Conditions. Any employment contract, agreement or arrangement between Distributor and such Employees shall further provide that the Employees are the employees of Distributor and are to be paid by Distributor alone, and that in employing such Employees, Distributor is acting individually and not as a salesperson, employee, officer, owner, agent, representative, or attorney-in-fact for the CBD.

(e) Unless expressly permitted in writing by CBD, Distributor shall not represent, sell, or market products in the Territory which directly compete or conflict with CBD Product. If this non-competition clause is determined or deemed to be overly broad by a court of competent jurisdiction, it shall be deemed to be amended or revised to include such terms as the court considers reasonable and enforceable.

(f) All sales relating to orders solicited by Distributor pursuant to these Dealer Terms and Conditions shall be between CBD and the customer, and Distributor shall not acquire title to, or acquire any other right or interest in, the Products sold to such customer or the proceeds from such sales.

7. Distributor's Compensation.

(a) The prices to be paid by Distributor for Products purchased pursuant to this Agreement shall be the Distributor List Prices in effect at the time of acceptance of the relevant purchase order submitted by Distributor, except as provided in Section 7(b) below. All Distributor List Prices are Free Carrier CBD's manufacturing or warehouse facility, such that Distributor will be responsible for all shipping and shipping insurance costs, and include packing in accordance with Supplier's standard practices in effect at the time of shipment. Special packing or handling shall be at the sole expense of Distributor.

(b) CBD may, at any time during the term of this Agreement, increase its prices for the Products by providing Distributor with written notice. Increased prices for all Products shall not apply to purchase orders accepted prior to the effective date of the price increase unless such orders provide for delivery, and delivery is in fact made, more than sixty (60) days after the date of acceptance of the order. Price decreases with respect to all Products shall be effective immediately upon written notice of the Distributor on all such Products not yet delivered.

(c) Until such time as Distributor shall have established a credit history satisfactory to CBD, payments by Distributor hereunder shall be made by irrevocable, transferable and divisible letter of credit opened at Distributor's expense, issued or confirmed by a bank specified by, or acceptable to, CBD, cash in advance, or such other method of secured payment as Supplier shall prescribe. Thereafter, all payments hereunder shall be due net forty-five (45) days from the date of shipment of the Products, or from the date of invoice for such

charges as taxes, duties, interest or like special charges, payable to the bank or banks specified by CBD in writing from time to time. All payments hereunder shall be made in U.S. dollars or such other currency as may be mutually agreed upon. CBD shall not be obligated to ship Products against accepted orders in the event CBD's outstanding accounts receivable from Distributor then exceed or would after any such shipment exceed twenty percent (20%) of the U.S. dollar value of Distributor's then current fiscal year forecast based on the then current Distributor List Prices or such other amount as may be mutually agreed upon from time to time by CBD and Distributor. In the event of any dispute arising over any part of an invoice or the total amount due under an invoice, all undisputed amounts shall be promptly paid by Distributor in accordance with this Subsection (c).

(d) Distributor may re-sell Products at such prices as Distributor, in its sole discretion, shall determine. Distributor shall, however, provide CBD with a list of its initial sales prices for the Products to be charged to its customers and shall keep CBD fully informed by providing CBD with any new list sales prices within ten (10) days of any change in such list prices.

8. Term.

(a) This Agreement may be terminated by either party (as to part of the Products, part of the Territory, or entirely) by providing thirty (30) days written notice to the other party.

(b) If this Agreement shall terminate for any reason whatsoever, the Distributor shall be entitled to receive its full compensations, determined and payable in accordance with provisions of this Agreement, with respect to orders solicited and accepted prior to the effective date of such termination, regardless of when the Products are shipped or invoices issued subject, however, to the full and final collection of payment for such sales, determined by CBD in its sole and absolute determination.

During and after the term hereof, Distributor agrees not to make oral or written statements regarding CBD or its affiliates that are defamatory or calculated to harm CBD or its business. Distributor agrees that during the term hereof and (a) for a period of two years after the termination hereof not to solicit any employee of CBD or its affiliates to terminate his or her employment with CBD or such affiliates or to become employed by any other person or entity and (b) for a period of two (2) years after the termination hereof not to solicit any customer of CBD with whom Distributor had any contact during the term hereof to purchase the goods or services of any person or entity whose products or services compete directly or indirectly with the products and services offered by CBD and its affiliates in the Territory.

9. Proprietary Information and Rights.

(a) Distributor acknowledges that it will have access to certain confidential and proprietary information of CBD, including, without limitation, customer lists, supplier lists, trade secrets, Product information, Product creation techniques, copyrights, trademarks, patents, and other proprietary information regarding CBD and the Products (the "Confidential Information"), and that such Confidential Information constitutes valuable, special, and unique property of CBD. Distributor shall not, unless first authorized in writing by CBD, either during or after the term of this Agreement, disclose or use, whether directly or indirectly, any of such Confidential Information by any means to any person or entity for any reason or purpose whatsoever or use Confidential Information for any purpose other than to perform its duties under this Agreement.

Furthermore, Distributor agrees that the Confidential Information is the sole and exclusive property of CBD and any use contrary to this Section 8, will result in substantial and irreparable harm to CBD.

(b) Distributor may not use the name(s) "Columbarium by Design, LLC," "The Eternal Niche," "Eternal Friends Home Niche," "The Garden Niche," "The Country Niche," any derivative of the foregoing, or any trademark or trade name associated with the business, the Products, or services of CBD (the "Company's Property"), except in connection with the solicitation of orders for the Product during the term of this Agreement. Distributor expressly acknowledges that all of CBD's Property, whether legally registered in the Territory or not, is CBD's exclusive property and that Distributor shall have no right, title, or interest in CBD's Property during or after the term of this Agreement. Distributor represents that it has not sought to obtain, and agrees not to seek to obtain, registration of all or any portion of CBD's Property in the Territory or elsewhere, and further agrees to discontinue all use of CBD's Property from and after termination of this Agreement. Immediately on the effective date of termination of this Agreement, Distributor shall return to CBD all Confidential Information and all tangible media containing CBD's Property, and permanently delete from any electronic, magnetic, optical or other storage media, all Confidential Information and CBD's Property and will deliver to CBD a sworn statement to that effect. Distributor agrees that any enhancement in the value of CBD's Property, in the Territory or elsewhere, which results from the efforts of Distributor, shall be for CBD's sole benefit and shall not give rise to any further compensation to Distributor or to any interest in CBD's Property. Distributor agrees to notify CBD immediately of any infringement or imitation of CBD's Property or the Product, which comes to the attention of Distributor during the term of this Agreement.

(c) Distributor shall not, without the prior written consent of CBD, remove or alter any patent numbers, trade names, trademarks, notices, serial numbers, labels, tags or other identifying marks, symbols or legends affixed to any Products or containers or packages.

(d) CBD reserves the right, in its sole discretion and without incurring any liability to Distributor, to: (i) Alter the specifications for any Product; (ii) Discontinue the manufacture of any Product; (iii) Discontinue the development of any new product, whether or not such product has been announced publicly; or (iv) Commence the manufacture and sale of new products having features which make any Product wholly or partially obsolete, whether or not Distributor is granted any distribution rights in respect of such new products. Notwithstanding the above, CBD shall use its best efforts to provide Distributor with prompt written notice of such decisions and shall fill all accepted purchase orders from Distributor for any such altered or discontinued Products of which manufacturing and commercial deliveries have commenced.

10. Insurance. During the term hereof, and for two years after the termination hereof, Distributor shall maintain, and at the inception hereof and at least annually thereafter, provide insurance certificates establishing or verifying that it maintains, policies of insurance issued by insurance companies acceptable to CBD and naming CBD as additionally insured as follows:

(a) If Distributor has any employees whatsoever, Worker's Compensation Insurance as required or authorized by the state in which Distributor has its principal office;

(b) Automobile liability insurance, including hired and non-owned coverage, having a limit of liability of not less than one million dollars per occurrence and two million dollars in the aggregate, with CBD named as an additional insured.

(c) General Liability in a policy amount and coverage acceptable to CBD.

All such insurance policies shall be endorsed to provide that, with respect to any insurance maintained by CBD, the insurance maintained by the Distributor shall be primary with respect to any act or omission of Distributor, its employees, agents and representatives.

11. Delivery Terms.

(a) All deliveries of the Products shall be Free Carrier at or near CBD's manufacturing or warehouse facility, meaning that CBD shall have no further responsibility for the Products, and all risk of damage to or loss or delay of the Products shall pass to Distributor upon their delivery to (a) a common carrier or (b) an agent or any other person specified by Distributor acting on behalf of Distributor. Distributor shall insure each shipment of Products with a reputable insurer for the full invoice of such shipment and, if Distributor fails to do so, Distributor shall bear all risk of loss of any and all uninsured Products. Such insurance shall provide for full coverage from the time the Products are delivered at the Free Carrier point until Distributor shall have paid CBD for such Products in full. CBD reserves all rights with respect to delivered Products permitted by law including, without limitation, the rights of rescission, repossession, resale, and stoppage in transit until the full amount due from Distributor in respect of all delivered Products has been paid.

(b) In the event of any shortage, damage or discrepancy in or to a shipment of Products, Distributor shall promptly report the same to CBD and furnish such written evidence or other documentation as CBD may deem appropriate. CBD shall not be liable for any such shortage, damage or discrepancy unless CBD has received notice and substantiating evidence thereof from Distributor within thirty (30) days of arrival of the Products at Distributor's shipping address in the Territory. If the substantiating evidence delivered by Distributor demonstrates to CBD's satisfaction that CBD is responsible for such shortage, damage or discrepancy, CBD shall promptly deliver additional or substitute Products to Distributor in accordance with the delivery procedures set forth herein; provided that in no event shall CBD be liable for any additional costs, expenses or damages incurred by Distributor directly or indirectly as a result of such shortage, damage or discrepancy in or to a shipment.

12. Force Majeure.

(a) Force Majeure shall mean any event or condition, not existing as of the date of signature of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of either party, which prevents in whole or in material part the performance by one of the parties of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make such performance commercially unreasonable. Without limiting the foregoing, the following shall constitute events or conditions of Force Majeure: acts of state or governmental action, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion. It is in particular expressly agreed that any refusal or failure of any governmental authority to grant any export license legally required for the fulfillment by CBD of its obligations hereunder shall constitute an event of Force Majeure.

(b) Upon giving notice to the other party, a party affected by an event of Force Majeure shall be released without any liability on its part from the performance of its obligations under this Agreement, except for the obligation to pay any amounts due and owing hereunder,

but only to the extent and only for the period that its performance of such obligations is prevented by the event of Force Majeure. Such notice shall include a description of the nature of the event of Force Majeure, and its cause and possible consequences. The party claiming Force Majeure shall promptly notify the other party of the termination of such event.

(c) The party invoking Force Majeure shall provide to the other party confirmation of the existence of the circumstances constituting Force Majeure. Such evidence may consist of a statement or certificate of an appropriate governmental department or agency where available, or a statement describing in detail the facts claimed to constitute Force Majeure.

(d) Suspension of Performance. During the period that the performance by one of the parties of its obligations under this Agreement has been suspended by reason of an event of Force Majeure, the other party may likewise suspend the performance of all or part of its obligations hereunder to the extent that such suspension is commercially reasonable.

(e) Should the period of Force Majeure continue for more than six (6) consecutive months, either party may terminate this Agreement without liability to the other party, except for payments due to such date, upon giving written notice to the other party.

13. Notices. Any notice, demand, or request required or permitted to be given hereunder shall be made in writing, and shall be deemed to be effective when sent via an express mail service or via certified mail, return receipt requested, to the address specified in this Paragraph 10. Any party may change its or its address for purposes of this Agreement by delivering written notice to the other party. All notices required or permitted under this Agreement must be sent to the parties at the addresses below unless changed in accordance with the terms of this paragraph.

If to CBD: Columbarium By Design, LLC
17301 W. Colfax Avenue, Ste 404
Golden, CO 80401
Attn: Gerardo G. Garcia

With copy to: Gordon Davis Johnson & Shane P.C.
4695 N. Mesa St.
Suite 100
El Paso, TX 79912
Attn: Joshua W. Snider

14. Dispute Resolution. Any controversy, dispute, claim, or breach arising out of or relating to any of the terms and conditions of this Agreement, or the performance of the parties under this Agreement, which is not settled amicably by the parties, shall be settled definitively and exclusively by arbitration proceedings conducted by a sole arbitrator (who shall be a licensed attorney having at least 15 years experience in business law or commercial litigation) under the rules of the American Arbitration Association and held in El Paso, Texas, or in such other location as the parties may mutually agree, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator's decision shall be rendered within 90 days after notice of arbitration is given. The judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The award of the arbitrator may include costs, attorneys' fees, and injunctive relief and shall be final and binding upon the parties and judgment upon such award may be entered in any court having jurisdiction thereof.

15. **Applicable Law and Venue.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas without regard to conflict of law principles.

16. **Payment of Withholding of Taxes.** Distributor shall pay all federal, state and local income tax obligations, including any applicable self-employment, FICA or FUTA tax, relating to the compensations paid to Distributor by CBD pursuant to the terms of this Agreement, and Distributor shall otherwise comply with all other federal, state and local tax laws, regulations and obligations applicable to Distributor relating to such compensations. CBD shall not be required to withhold or pay or be responsible to withhold or pay any of Distributor's federal income tax, FICA or FUTA obligations relating to such compensations; provided, however, that CBD may withhold any such taxes from any compensations to be paid to Distributor if CBD, in its sole discretion, shall determine that such withholding is required under any applicable federal, state or local laws, regulations or ordinances. **Distributor represents and warrants to CBD that the Distributor is an independent contractor and that it currently maintains, and shall continue to maintain during the term of this Agreement, separate facilities (other than transportation facilities) in which Distributor will use in connection with the performance of Distributor's services, duties and responsibilities under the terms of this Agreement.** Distributor hereby agrees to indemnify CBD and hold it harmless from any and all liabilities, obligations, claims, any applicable penalties or interest, costs and expenses, including reasonable attorney's fees, made, imposed against, or incurred by CBD or relating to any administrative or judicial order enforced against CBD, concerning the withholding and/or payment of federal, state or local income taxes by or on behalf of Distributor based on the compensations paid to Distributor by CBD pursuant to the terms of this Agreement.

17. **Severability.** If any part of this Agreement is held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such a ruling.

18. **Assignability.** Distributor shall not assign its rights nor delegate the performance of its duties under this Agreement without the prior written consent of CBD, which consent may be withheld in CBD's sole discretion. If Distributor is an entity, it is nevertheless essential to the agreement created hereby that the services to be provided by Distributor hereunder be provided by the individuals who currently own the equity interest in Distributor, and if such individuals are no longer employed by Distributor, or otherwise do not provide such services at any time in the future, it shall be deemed to be an unauthorized assignment of rights and delegation of duties by Distributor. CBD may assign its Agreement to any affiliated entity or to a purchaser of part or all of its assets or business, and upon such assignment, the assignee shall assume the liabilities and obligations of CBD hereunder, and CBD shall automatically be released from such liabilities and obligations. In addition, CBD may, at its option, terminate this Agreement upon written notice to the Distributor in the event of a sale of its business or a majority of its assets.

19. **Waiver.** The waiver by CBD of any provision of this Agreement must be in writing and signed by an authorized officer or representative of CBD in order to be effective and shall not be construed as a waiver of any subsequent breach of this Agreement.

20. **Entire Agreement.** This Agreement and the aforementioned sales or distribution agreement contain the entire understanding and agreement between the parties relating to the

subject matter set forth herein, and all of their prior written or oral agreements, understandings or arrangements are merged herein. No amendment or modification hereof shall be binding upon either party unless in writing and signed by the party to be charged therewith.

21. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

22. Section Headings. All section headings set forth in this Agreement are intended for convenience only and shall not control or affect the meaning, construction or effect of this Agreement or of any of its provisions.