

MAN CAVE ADVISOR AGREEMENT

General Terms and Conditions

- 1. Definition of this Agreement.** This agreement is made between the Advisor identified in the signature block below (hereafter referred to in the first person or as the "Advisor") and Man Cave LLC (hereafter referred to as "Man Cave" or "Company"). My agreement with Man Cave includes this document and all the policies and procedures referred to or set forth in the *Man Cave Guide*, as those policies and procedures may be amended from time to time. Therefore, this document together with the policies and procedures referred to or set forth in the *Man Cave Guide* are referred to in this document collectively as the "Agreement." I understand that the policies and procedures referred to or set forth in the *Man Cave Guide* are subject to change from time to time and I agree that during my business relationship with Man Cave as an Advisor operating a Man Cave business I shall continually abide by such policies as they may be amended from time to time. By accepting compensation from Man Cave for sales I make after having been notified in a reasonable manner of any such amendment to those policies and procedures, I agree and acknowledge that I have accepted the amended form of such policies and procedures as part of this Agreement, and that I will abide by them.
- 2. Term of this Agreement.** The term of this Agreement will begin upon acceptance of me as an Advisor by Man Cave and shall continue until the end of the then-current Calendar Quarter unless terminated before that in accordance with this Agreement. This Agreement will renew automatically for each Calendar Quarter thereafter unless and until either party provides written notice (which may include email notice) of intent to cancel this Agreement according to its terms. For purposes of this Agreement, "Calendar Quarter" means the applicable three-month period ending March 31, June 30, September 30 or December 31. Any material breach of this Agreement shall automatically result in termination of this Agreement. Except for instances of material breach, either party shall have the right to terminate this Agreement by giving 30 days notice prior to the end of the Calendar Quarter. I further agree the Company need not provide any written or electronic notice of its right to terminate if in any Calendar Quarter I do not order a minimum amount of Man Cave products, as such minimum is established by the Company from time to time. I agree that any failure by me in any Calendar Quarter to sell a minimum amount of Man Cave products for my own account, as such minimum is established by the Company from time to time, I will have one Calendar Quarter as a grace period to again meet such minimum, and if in that grace period I do not meet the minimum I shall no longer be considered an active Advisor and will lose all benefits, rights and privileges associated with being an active Advisor.
- 3. Independent Contractor.** I understand that as an Advisor with Man Cave I will be engaged in my own independent business and that accordingly my relationship to Man Cave, which is established by this Agreement, is that of an independent contractor, not an employee. I represent that I have knowledge as to what the term "independent contractor" means. I understand that Man Cave shall not control or direct the details, manner or means by which I execute my obligations and responsibilities under this Agreement. I understand that any and all expenses I incur in conducting my independent business and executing my obligations under this Agreement are my sole responsibility, and I shall provide all supplies, personnel, equipment and vehicles necessary to execute my obligations under this Agreement. I also understand I will not be treated as an employee for federal or state tax purposes. I further understand that I am not eligible for and shall not participate in any pension, health, workers compensation or other fringe benefit plans sponsored by Man Cave for its employees, since I am not an employee of Man Cave. I understand, further, that I am responsible to pay, according to law, any and all personal and business income taxes associated with operating my independent business as a Man Cave Advisor; and that to the extent I do not conduct that business through a corporation, I acknowledge and agree that I am liable for paying self-employment tax. I further agree and acknowledge that as an independent contractor, I have no power or authority to incur any debt,

obligation or liability on behalf of the Company or to otherwise bind Man Cave in any way except as such authority may be expressly delegated to me by Man Cave. I also agree not to hold myself out as an employee of Man Cave, or as having the power or authority to incur any debt, obligation or liability on behalf of Man Cave.

4. **Man Cave Compensation Plan.** I understand that Man Cave shall compensate me under this Agreement according to the *Man Cave Compensation Plan* in the *Man Cave Guide*, as amended from time to time.
5. **My Responsibilities.** In addition to all other understandings and obligations outlined in this Agreement, I understand and agree to the following:
 - I agree to maintain the highest standards of integrity, honesty and responsibility in my behavior and actions with Man Cave, my clients and my fellow Man Cave Advisors, including without limitation, by presenting and promoting Man Cave products in a truthful manner.
 - I agree to be legally bound by this Agreement.
 - In exchange for the compensation I may receive under this Agreement as outlined in the *Man Cave Compensation Plan*, I agree to conduct in-person informational presentations for individual consumers and/or groups through home parties or business/local/club/organization presentations as my main source of sales, recruiting and promotion. I shall sponsor meetings, seminars and similar get-togethers using the Man Cave system of direct sales.
 - I agree to sell Man Cave products to ultimate consumers and, except for sales of products through Man Cave Online, I agree not to sell or display those products or conduct parties or Man Cave business through the Internet, retail stores or service establishments. I shall not market or otherwise promote the sale of any products or supplies other than Man Cave products at a Man Cave function. I agree that I will not sell products, business enhancers or services to other Man Cave Advisors.
 - I agree to comply with all federal, state and local laws and regulations applicable to me and/or my activities as a Man Cave Advisor.
 - I understand the Company sponsors a lifetime guarantee as to each Man Cave product sold by me to a consumer.
 - I understand that under this Agreement as a Man Cave Advisor I will make sales directly to consumers of Man Cave products and that the Company will ship the Man Cave products I sell to such consumers as soon as feasible after I make payment to the Company for the products I have sold, by check, money order or credit card. I acknowledge and agree that Man Cave shall have discretion under this Agreement to deem any credit card or other method of such payment as either acceptable or unacceptable to it, and I understand that I must provide payment to Man Cave in a form acceptable to Man Cave before Man Cave will ship products I have sold to consumers.
 - I agree that I may not assign or transfer this Agreement or my Man Cave business to anyone else.
 - I agree and understand that as a Man Cave Advisor I am solely responsible for remitting payment to the appropriate governmental body for any sales tax that may be associated with my sales of Man Cave products to consumers of those products. I also acknowledge that I am responsible for determining the sales tax liability associated with my sales of Man Cave products. I agree that Man Cave in its discretion may from time to time provide arrangements by which it will remit such sales tax payments on my behalf or otherwise assist me in making such remission, as set forth in the Man Cave Guide and/or any other policies or procedures of Man Cave, but that any such arrangement shall not relieve me of the ultimate responsibility

for remitting payment of such sales tax liability. I agree that whether or not I participate in or am subject to any such arrangement I shall indemnify and hold Man Cave harmless from all damages, costs, and liabilities, including attorneys' fees, arising out of my failure to comply with these obligations.

- I will present Man Cave products in a truthful and sincere manner and shall indemnify and hold Man Cave harmless from all damages, costs, and liabilities, including attorneys' fees resulting from any act, omission or misrepresentation by me associated with my performance or non-performance under this Agreement.
6. **Leadership/Recruiting Advisor Responsibilities.** In the event I choose to recruit prospective Advisors and those prospects' applications are accepted by Man Cave, I agree to perform the additional responsibilities of a Recruiting Advisor, including but not limited to the specific responsibilities of recruiting and training as outlined in the Man Cave Guide. I agree to present information about Man Cave to prospective Advisors in a truthful and sincere manner and to accept the training and ongoing support responsibilities of a Recruiting Advisor. I will be compensated for these additional responsibilities as a Recruiting Advisor in accordance with the *Man Cave Compensation Plan*. Man Cave in its sole discretion may remove downline Advisors that I have recruited and may otherwise change my status under the *Man Cave Compensation Plan* and/or my level as a Recruiting Advisor if Man Cave in its sole discretion determines that I am not satisfactorily meeting the performance objectives or requirements for such status or level.
 7. **Non-Solicitation and Non-Competition.** As an inducement to Man Cave to enter into this Agreement and in consideration of the mutual covenants contained herein, during the term of this Agreement and for a period of one year thereafter I shall not directly or indirectly, on my own behalf or on the behalf of any other person or entity, solicit, induce or hire or attempt to solicit, induce or hire any Advisor to terminate or alter his or her business relationship with Man Cave. During this time, it is acceptable for me to own or operate a second direct sales business as long as the second business is not related or similar to any product line offered for sale by Man Cave. However, I agree not to sell for, or establish, a direct sales company that competes in any manner with Man Cave. Additionally, for a period of one year after the termination of this Agreement, I will not own, operate, sell for or establish a direct sales business selling any product that is competitive with any product line offered for sale by Man Cave in a geographic area that is within 50 miles of any territory in which I operated my Man Cave business, and I also agree not to operate a competitive Internet business during the same one year period. I acknowledge that Man Cave intends to operate on a national and global basis as its business grows and that the restrictions in this Agreement are reasonably necessary to protect the legitimate business interests of Man Cave. Despite these obligations, I may continue any activities if, and to the extent, I have been granted express written permission by Man Cave. The provisions of this Paragraph 7 and those of Paragraphs 5, 8, 9, 10, 11, 12, 13, 14 and 16 will survive my deactivation as an Advisor, my termination as an Advisor, and the termination of this Agreement.
 8. **Remedies.** Nothing in this Agreement shall preclude Man Cave from seeking any remedy against me, including but not limited to, damages suffered by Man Cave as a result of my breach of the Agreement or other conduct detrimental to Man Cave and its interests, purpose and goals.
 9. **Termination of the Agreement.** In the event this Agreement expires or is terminated for any reason, I will 1) within five (5) days after termination, pay all amounts due and owing to Man Cave; 2) return to Man Cave, by first class prepaid mail, all advertising materials, brochures, samples or other materials pertaining to the products; and 3) comply with all other applicable provisions of this Agreement. I understand Man Cave reserves the right to assure continued service to my clients if I cease to be a Man Cave Advisor. I understand that the Man Cave Starter Kit is non-refundable after 72 hours.
 10. **Use of Man Cave Intellectual Property.** Upon acceptance by Man Cave of this Agreement, Man Cave grants me a limited, non-exclusive license to use its trademarks, service marks, trade names, patents and copyrighted materials ("Man Cave Intellectual Property"), all of which is

owned solely by Man Cave. I understand my use of Man Cave Intellectual Property is strictly limited by this Agreement including the policies in the *Man Cave Guide*. Examples of Man Cave Intellectual Property include, but are not limited to, Man Cave®, the Man Cave logo, or Man Cave product names. I may use Man Cave Intellectual Property only after obtaining written permission from Man Cave prior to use, or where the Man Cave Intellectual Property appears on materials distributed by Man Cave for use by Advisors. I agree that in connection with being an Advisor under this Agreement I will use only written, recorded or other promotional or advertising materials that have been produced, distributed and approved in writing by the Company. All rights and licenses granted in or under this Agreement shall terminate automatically upon the occurrence of any of the following: a) my deactivation as an Advisor; b) my termination as an Advisor; or c) the termination of this Agreement. Except as outlined in the *Man Cave Guide*, I understand that demonstration, display or sales of Man Cave products in retail or service establishments of any kind is inconsistent with the Man Cave trademark policy.

11. **Licenses and Releases.** I agree the Company may release my name and telephone number in response to a client's request for a Man Cave Advisor in my area. I agree to notify the Company in writing if I do not want this information released. I also grant Man Cave a non-exclusive license to use, for any purpose in any format, without additional notice or compensation, photographs and/or other written material submitted by me to Man Cave. I represent that I am the exclusive owner of such photographs or written material and am able to grant such a non-exclusive license. I also waive my right to inspect or approve the finished photographs or advertising copy or other printed or electronic matter that may be used in conjunction therewith.
12. **Indemnification/Offset.** I will indemnify and hold harmless the Company and its agents and assignees from and against any damages, claims, liabilities and expenses (including attorneys' fees) incidental to or arising out of my: (a) activities as a Man Cave Advisor including, without limitation, any service or consumption of alcohol at Man Cave-related events, and any unauthorized representation made by me relating to Man Cave or its products and services; (b) breach of any term of this Agreement; or (c) violation of or failure to comply with any applicable federal, state or local law or regulation. Under the indemnification provisions of this Agreement the Company shall have a right of offset in its favor against my account(s) with the Company and against any compensation that may be due me or that I may claim is due me under the *Man Cave Compensation Plan*.
13. **Ownership and Use of Confidential and Other Information.** All creative works related to the business of Man Cave that I create as an Advisor are works for hire and will be the property of Man Cave. In the event that the works are not considered works for hire, by signing this Agreement I assign my rights in those works to Man Cave. In addition, I acknowledge and agree that Man Cave owns all the product and client information and data related to Man Cave, its business, or this Agreement, including but not limited to creative works, product purchase information, customer profile data, distributor lists, operating and manufacturing procedures, product development information, financial data and marketing materials, whether such information or data is created or compiled by me or by others (collectively, "Confidential Information"), and that disclosure of the Confidential Information could cause great harm to Company. I will not use or disclose Confidential Information to any person except in strict accordance with this Agreement. I will not use Confidential Information to sell products or services other than Man Cave products and services or in connection with any other business during the term of and after termination of this Agreement.
14. **Injunctive Relief.** Upon any breach of this Agreement by me, Man Cave will be immediately and irreparably harmed and cannot be made whole solely by monetary damages. Because the remedy at law for any breach of any provision of this Agreement shall be inadequate, in addition to any other remedies in law or in equity that it may have, Company shall be entitled, without the necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provision of this Agreement and/or to compel specific performance of this

Agreement. In addition, Man Cave shall be entitled to its costs and expenses, including reasonable attorneys' fees, in enforcing its rights under this Agreement.

15. **Other Terms.** I have full legal capacity to enter into this Agreement in the state in which I reside. If any portion of this Agreement is determined by an arbitrator to be invalid, that invalidity will not affect the remaining portion of this Agreement. All written notices required by this Agreement to be given to me will be deemed received if delivered to my most current address on file with Man Cave. I understand that this Agreement sets forth the complete Agreement between me and Man Cave. Except as specifically provided otherwise in this Agreement, no alterations or modifications of any of the terms of the Agreement will be binding on either me or Man Cave unless evidenced by a writing signed by both me and Man Cave.
16. **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any claims or actions arising under this Agreement shall be submitted to and heard by a court of law within Hennepin County, State of Minnesota. I hereby submit to the jurisdiction of such courts. In any dispute between the parties under this Agreement that is submitted to a court pursuant to this Agreement, the prevailing party shall be entitled to reimbursement by the other party for all of its costs and expenses incurred in such action, including without limitations, its reasonable attorneys' fees.
17. **Signature.** I have read this Agreement, knows its contents and have signed it as a free and voluntary act having had adequate opportunity to consider its terms and conditions and intending to be legally bound by it in all respects.

Date: _____

ADVISOR Signature

ADVISOR Print

Date: _____

MAN CAVE LLC

By _____

Its _____

GP:2485775 v6