

## **PRIVATE LABEL COMPLIANCE AGREEMENT**

This Private Label Compliance Agreement ("Label Compliance Agreement") is entered into on this day of \_\_, 20\_\_ by and between BDG WrapTite Inc. d/b/a WrapTite, a Ohio corporation with its principal place of business at Solon, OH (hereinafter "Seller") and , a \_\_\_\_\_[corporation/LLC/LLP] with its principal place of business at \_\_\_\_\_ (hereinafter, "Buyer"). The Seller and Buyer shall, at times, be hereinafter referred to on an individual basis as "Party" and together as the "Parties"). The rights and obligations set forth in this Label Compliance Agreement shall be in addition to the rights and obligations set forth in the PO issued for manufacture, which was entered into by the Parties on and dated \_\_, 20\_\_, ("Product Purchase Agreement"), and are not meant to, nor shall they replace any rights or obligations set forth in the Product Purchase Agreement. This Label Compliance Agreement is a part of and incorporated into the Product Purchase Agreement. To the extent there is any inconsistency between this Label Compliance Agreement and a provision of the Product Purchase Agreement, the terms and conditions of this Label Compliance Agreement shall control.

As set forth in and pursuant to the terms and conditions of the Product Purchase Agreement, Buyer desires that Seller manufacture, package and sell to Buyer certain product(s). Some or all of the product(s) are to be packaged in containers bearing labels manufactured by Seller in accordance with Buyer's written instructions with respect thereto, including, but in no way limited to, those reflected on the completed Label Layout form annexed hereto as Exhibit A (collectively, as the same may be amended or supplemented by Buyer, the "Labeling Instructions").

Buyer hereby represents and warrants to Seller that it has not relied upon any information that may have been provided by Seller or Seller's officers, directors, employees and/or agents in preparing the Labeling Instructions.

Buyer hereby further represents and warrants to Seller that the Labeling Instructions conform to all laws, rules, regulations and ordinances, foreign or domestic, applicable to labeling of products, including, without limitation, those pertaining to required text, warnings, cautions and technical information (collectively, "Applicable Laws").

Buyer agrees that so long as Seller complies in all material respects with the Labeling Instructions, Seller shall have no responsibility or liability to any person or entity with respect to the compliance of the contents of Buyer's label(s) with Applicable Laws, including, but not limited to, any losses, damages, demands, claims, suits and other liabilities ("Claims"), by Buyer against Seller. For the avoidance of doubt, Buyer agrees that it may not seek any affirmative recovery from Seller or seek to offset or claim a credit against amounts due by Buyer to Seller under the Product Purchase Agreement or this Label Compliance Agreement on account of any Claims.

Buyer hereby agrees to indemnify, hold harmless and defend Seller and Seller's officers, directors, employees and agents from and against any and all fines, penalties and/or Claims, including settlement amounts, reasonable legal fees and other expenses of litigation arising out of Buyer's breach of any representation and warranties contained herein, including but not limited to Buyer's representation that any label(s) produced in accordance with the Labeling Instructions shall comply with all Applicable Laws.

Seller reserves the right to pursue all remedies at law or in equity for any breach of this Label Compliance Agreement by Buyer.

Neither Party hereto may assign, by operation of law or otherwise, its rights or delegate its obligations under this Label Compliance Agreement without the prior written approval of the other Party. Any attempted assignment or delegation by either Party without such approval shall be void and subject to immediate termination of this Label Compliance Agreement by the other Party.

Notwithstanding anything in the Product Purchase Agreement to the contrary, the provisions of this Label Compliance Agreement shall survive expiration or termination of the Product Purchase Agreement and the termination of this Label Compliance Agreement. The indemnity and defense obligations contained in this Label Compliance Agreement shall be in addition to and shall supplement any similar obligations contained in the Product Purchase Agreement.

Neither this Label Compliance Agreement nor the Product Purchase Agreement shall create an employer/employee or principal/agent relationship between the Parties, who will operate as wholly independent companies. This Label Compliance Agreement shall not be construed as binding the parties as partners or as creating any other form of legal association, which would impose liability upon one party for the act or failure to act of the other. The relationship of the Parties shall at all times be that of buyer and seller and neither party shall have authority to make any commitment on behalf of the other party.

This Label Compliance Agreement, along with its Exhibit, and the Product Purchase Agreement, contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings, whether written or oral. This Label Compliance Agreement may not be amended except in writing and signed by the Parties. A waiver of any default or covenant by a Party hereunder shall not be deemed to be a continuing waiver or a waiver of any other covenant or default or any other term or condition, but shall apply solely to the instance to which the waiver is specifically directed. If any provision hereof is determined to be illegal, against public policy, or otherwise unenforceable, it shall not in any way invalidate or render unenforceable any other provision hereof, and each such provision shall at all times be considered separate and severable in this regard. This Label Compliance Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida (without giving effect to the choice of law provisions thereof).

IN WITNESS WHEREFORE, the parties have executed this Label Compliance Agreement on the date first above written.

**BDG WrapTite Inc. d/b/a WrapTite**

[BUYER]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_