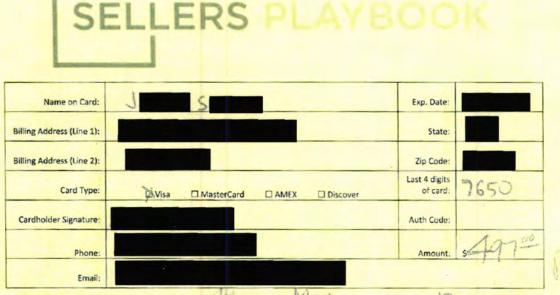
CASE 0:18-cv-02207-DWF-TNL Document 7 Filed 07/30/18 Page 1 of 10 5c2307



Exhibit A





THIS AGREEMENT ("Agreement") is made this day of 20 8 ("Effective Date"), by and between Sellers Playbook, Inc and the above individual or organization ("Client"), who are together hereinafter referred to as the "Parties" or individually as a "Party." The relationship of the Parties hereto is that of independent contracting Parties.

Three Day "Sellers Playbook Training Workshop":

Complimentary Guest (Significant other or business partners are encouraged):	INCLUDED	
Free gift for attending all 3 days of the Workshop: Kindle	INCLUDED	
Free Sellers Playbook Basic Membership Site Access:	INCLUDED	
TODAY ONLY PRICING:	\$797.00	

We are looking forward to having you join us at our 3-day Workshop for an intensive learning experience about Amazon and an opportunity to learn about our Advanced Executive offerings. To ensure an optimal learning environment for all we ask that all attendees respect the right of other by not soliciting or distracting other attendees in any way from a positive learning environment. Sellers Playbook workshop staff reserves the right to deny entrance to anyone who becomes a distraction to the positive learning environment of the class. Valid government issued identification is required for entry to the workshop for all attendees.

Sellers Playbook makes no guarantee that the client will generate any kind of monetary gain from our services whatsoever. Please visit https://sellersplaybook.com/earnings-disclaimer/ for further information. Sellers Playbook sells educational and software products and trainings and does not sell a business or business opportunity. Furthermore, we do not offer any tax, accounting, financial, retirement account or legal advice. Prior to undertaking any specific business transaction, we encourage you to consult your own accounting, legal and tax advisors to evaluate risks, consequences and suitability of that transaction.

To cancel this sale, provide written notification by either of the following methods:

- Mail a letter with your signature and date to Seliers Playbook, Inc. at 9001 Science Center Drive, Suite 1000, Minneapolis, MN 55428. The envelope must be post-marked before midnight of the fifth business day after the contract effective date. Saturday is considered a business day; Sundays and federal holidays are not.
- 2. Email written notice of your desire to cancel along with your full name, date of purchase and the last four digits of the credit card(s) used to Cancelation@Sellers/laybook.com before midnight central time of the fifth business day after the contract effective date. Saturday is considered a business day; Sundays and federal holidays are not. You will receive an automated return receipt as proof of cancelation. If you do not receive the automated return receipt please verify that you have correctly entered the email address as your request therefore has not been properly received.

The undersigned each represents that they have the authority to execute this Agreement including Exhibit A on behalf of their respective Party. Acknowledged and agreed as of the Effective Date,

CLIENT	SELLERS PLAYBOOK, INC.
	ON I C
	Stohlon
Authorized Signature:	Authorized Signature:
Print Name:	Slave C
Print Name:	Print Name:

For questions, please contact Continue Support Science Playbook on or call 1-800-919-2298 Sellers Playbook, Inc. 9001 Science Center Drive, Suite 1000, Minneapolis, MN 55428 Sellers Online is not affiliated or endorsed by Amazon, ebay, Shopify or any other online marketplace. EXHIBIT A - Terms and Conditions

- 1. Term. This Agreement shall commence on the Effective Date
- 2. Content: You will be taught strategies to sell on Amazon and offered an opportunity to work with us on an advanced level for additional fees.
- 3. Confidentiality. Client and SPI each agree that all information pertaining to the other Party, obtained pursuant to the negotiation or performance of this Agreement, shall be maintained in strict confidence and shall not be released or disclosed or used for any purpose other than performance of each Party's duties, respectively, under this Agreement, except as may otherwise be agreed by the Parties in writing. Notwithstanding the foregoing, information shall not be deemed confidential if such information was in the public domain when received by the receiving Party or subsequently enters the public domain without fault of the receiving Party. Each Party and its respective affiliates, employees, consultants and agents shall take reasonable steps, by contract, instruction or otherwise, to ensure that anyone having access to the other Party's confidential information agrees to comply with the terms of this Agreement, or is put on notice of the proprietary nature of the Confidential Information, and shall not commence any legal action or proceeding which identifies the Confidential information without the other Party's prior written consent. In the event of any inadvertent misuse, loss or disclosure of Confidential information, or any suspicion that another party has obtained the Confidential information and shall not deforts to assist the disclosing Party in preventing the further misuse or reoccurrence of such misuse, loss, disclosure, unauthorized possession or otherwise, and shall roxid to the strictions set forth in this Section by disclosing confidential information of the subpension or other Party and the abroyed possession or other rays a substep as the disclosing Party may reasonably request to minimize damage arising as a result of such violation. Notwithstanding the foregoing, a Party shall not be deemed to have violated the restrictions set forth in this Section by disclosing confidential information of the other Party pursuant to a subpension of the relegal requirement of a competent governmental
- SPI Intellectual Property. SPI hereby grants to Client a terminable, non-exclusive, non-transferable right to use SPI's Intellectual Property during the Term in accordance with the terms of this Agreement. As used herein, "Intellectual Property" means any and all rights of SPI anywhere in the world under any patent(s), service mark(s), trademark(s), copyright and trade secret laws, and any other intellectual property or proprietary rights, including any moral rights and similar rights, including without limitation the IT Toolset and any guides, software, books, educational content, videos and other analytic tools relating to retail sales management, inventory management and customer data management connected to SPI's business consulting services. SPI reserves all rights in the Intellectual Property and retains title thereto and all past, present or future goodwill associated therewith, and does not convey any proprietary rights or other interest therein to Client, other than the limited rights granted hereunder. Client acknowledges that the intellectual Property contains information that has been created, developed and maintained by SPI at substantial expense of turing or after the Term, to engage in any conduct, directly or indirectly, which would infinge upon, harm or contest the rights of SPI in the Intellectual Property, or any goodwill associated therewith or attributable thereto, or do or permit to be done any act or thing in derogation of any rights or SPI in the Intellectual Property. Neither the Client agrees not, during or achieved therewith or attributable thereto, or do or permit to be done any act or thing inderogation of any rights or SPI in the Intellectual Property. Neither the Client agrees that it shall not represent that it has acquired any ownership or equitable rights in the Intellectual Property, or to create derivative works without the prior written consent of SPI.
- 5. Warranty: Disclaimer; Limitation of Liability. SPI warrants that it has the right to provide to the Client access to its proprietary tools such as the IT Toolset in accordance with the terms of this Agreement. SPI does not warrant that the IT Toolset or its content will be uninterrupted or error-free, secure from unauthorized access, that defects will be corrected or that SPI's servers are free of viruses or other harmful components. SPI relies on third party data and APIs for its IT Toolset, and the loss or poor quality of that data shall not entitle the Client to any sort of remedy. SPI makes no other warrantees or guarantees, whether express or implied, beyond those specifically and expressly provided for in this Agreement. Except to the minimum extent required by applicable law and then only to that extent, in no event will SPI be liable to Client for any incidental, direct, indirect, unitive, actual, consequential, special, exemplary, punitive or other damages as a result of any breach of this Agreement including, without limitation, loss of revenue or income, loss of profits, pain and suffering, emotional distress, cost of substitute goods or services, or similar damages suffered by Client or any third party that arise in connection with SPI's Services (or the termination thereof for any reason). Client further understands and agrees that in no event shall SPI's cumulative liability for any claim arising in connection with this Agreement, regardless of the form of action, exceed the amount of total fees and charges actually paid to SPI hereunder.
- 6. Indemnification. Client hereby agrees to indemnify, defend and hold harmless SPI from and against any and all loss, expenses, damages, and costs, including without limitation reasonable attorney's fees, resulting, whether directly or indirectly, from: (a) Client's violation of any provision of this Agreement; (b) claims brought by third parties arising out of Client's use of the IT Toolset or Services and content Client makes available via the IT Toolset or Services by any means, including without limitation through email, posting, weblink, reference to content, or otherwise, whether by Client or a third party using Client's password; (c) any wrongtu disclosure of password; by any Client employee, agent or representative; or (d) any actual or alleged wrongful, negligent or unauthorized access, modification, disclosure, publication, copying or use of any IT Tool or whole the yan; Client employee, agent or representative; or (d) any scala or alleged wrongful, negligent or unauthorized access, modification, disclosure, publication, copying or use of any IT Tool or whole the yan; Client employee agent or representative. At a condition of Client's use of the IT Toolset. Client waives and releases SPI from all liability to Client, and further agrees to indemnify and hold SPI harmless against any losses, costs or damages incurred or caused by Client.
- 7. Data Release Authorization. Client hereby gives authorization to SPI to release client data to a third party who needs the information to assist SPI in providing the services contemplated herein and to any third-party SPI designates. Client agrees to indemnify and hold SPI harmless from and against all claims, suits, demands, actions, proceedings and litigation relating to usage of client's data after it has been transferred by SPI to a third party.
- Negotiated Rates. From time to time, SPI may negotiate with third party service providers, which SPI may offer to Clients. For such service, SPI's offer to the Client may
 result in a fee being paid to SPI if the Client enters in to a relationship with the Third-Party Service Provider. This fee belongs to SPI.
- Governing Law; Severability. This Agreement shall be governed by the laws of the State of Minnesota, except its conflict of laws rules. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
 Dispute Resolution. Both Parties to this Agreement waive any and all right to a trial by jury. Any dispute or controversy arising under or in connection with this Agreement, including claims of fraud in the inducement, shall be settled exclusively by binding arbitration solely by written submission in Hennepin County, in the State of Minnesota, in
- Including claims of mark the inducement, shall be setted exclusively by binding arbitration solely by written submission in Hennepin County, in the State of Minnesota, in accordance with the expedited Commercial rules of the American Arbitration Association then in effect, by one arbitrator. Limited civil discovery shall be permitted for the production of documents and taking of depositions. Unresolved discovery disputes may be brought to the attention of the arbitrator who may dispose of such dispute. Judgment may be entered on the arbitrator's award in any court having jurisdiction. The arbitrator shall have the authority to award any remedy or relief that a court of this state could order or grant; provided, however, that punitive, consequential or exemplary damages shall not be awarded. (a) Arbitration shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims between Client and SPI alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have no application to claims by SPI seeking to enforce, by injunction or other equitable relief, the terms of this Agreement. Such claims may be maintained by SPI in a court of competent jurisdiction.
- 11. Survival. Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.
- 12. Mutual Non-Disparagement Covenant. Client hereby agrees that it will not, at any time, directly or indirectly, make any oral or written public statements that are disparaging of SO, SO's products or services, or any of SO's present or former owners, employees or independent contractors. SO (limited to its officers and directors) agrees that it will not, at any time, directly or indirectly, make any oral or written public statements that are disparaging of Client. Disparagement shall be defined as any oral or written public statements that impugn the qualities, character, honesty, integrity, morality, business acumen or abilities of the subject provided, however, that nothing in this paragraph is intended to prevent buyer from publishing or submitting to any consumer protection agency any truthful written, oral, or pictorial review, performance assessment of, or other similar analysis of SO's services, including by electronic means.
- 13. Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement during any period in which such Party cannot perform due to actions beyond the control of the Party.
- 14. Entire Agreement; Modification. This Agreement and the Exhibit(s) attached hereto constitute the entire agreement between the Parties hereto and supersede all prior and contemporaneous agreements and undertakings of the Parties pertaining to the subject matter hereof. This Agreement may not be modified except by written instrument duly executed by the Party hereto against whom the modification is sought to be enforced except as noted otherwise.
- 15. Notice. All notices sent via electronic document shall be deemed to have been given, made, or communicated as the case may be, at the time that the notice is sent by electronic document at the email addresses of the Parties set forth on the signature page to this Agreement.
- 16. Execution by Electronic Signature. The Parties expressly agree that scanned documents shall have the same force and effect as original signed documents, provided that either Party may require the other Party also to exchange original signed documents.
- 17. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 18. Waiver. SPI's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.
- 19. Assignment. Client may not assign any of Client's rights or obligations under this Agreement to anyone else. SPI may assign its rights to any other individual or entity at SPI's discretion.

For questions, please contact Customer Suproma SelfersPlaybook, som or call 1-800-919-2298 Sellers Playbook, Inc. 9001 Science Center Drive, Suite 1000, Minneapolis, MN 55428 Sellers Online is not affiliated or endorsed by Amazon, ebay, Shopify or any other online marketplace. CASE 0:18-cv-02207-DWF-TNL Document 7 Filed 07/30/18 Page 4 of 10

Exhibit B

SELLERS PLAYBOOK

MEMBERSHIP ENROLLMENT

BUSINESS PRO MEMBERSHIP

- Executive Website/Software Access
- 32 scheduled coaching/strategy sessions (30 minute sessions)
- Education available 24/7 through our online training facility
- Supplier Lists and Sourcing Solutions
- Two Sellers Playbook Learning and Sourcing Summits
- Receiving, Warehousing and FBA Preparation Services

BUSINESS PRO EXECUTIVE BONUSES

- 16 Additional Scheduled Coaching/Strategy Sessions (30 minute Sessions)
- Private Label Concierge Service which includes...
 - Sourcing your private label products
 - Price negotiation and the benefit of our buying power, creating the ability to substantially increase your ROI on Amazon
 - Customs and Shipping handling
 - Listing your private label products into your Amazon store
 - Assistance in marketing your private label products
- Customs Bond

ELITE PRO MEMBERSHIP

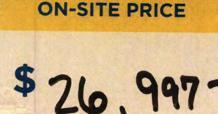
- Executive Website/Software Access
- 24 scheduled coaching/strategy sessions (30 minute sessions)
- Education available 24/7 through our online training facility
- One Sellers Playbook Learning and Sourcing Summit
- Supplier Lists and Sourcing Solutions

ELITE PRO BONUSES

12 Additional scheduled coaching/strategy sessions (30 minute sessions)

Work Smarter Not Harder





ON-SITE PRICE

\$ 32,997

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Exhibit C

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ervice for mercesearch, online	ng access to fulfillment logistics, training materials, coaching, an online price positioning tool which is an educationa hants ("IT Toolset") offered through the URL www.SellersPlaybook.com ("Website") that is used for Amazon produc webinars, coaching, training seminars and other services ("Services") in accordance with the terms herein and in d.C. Services do not begin until Sellers Playbook has received payment in full for your desired package.
	32 Scheduled Individual Coaching Calls (30 Minutes Each) Product Sourcing, specific ASINs: SP Product Sourcing Agents help source specific product requests
DIAMOND	Product Sourcing Catalogs and Line sheets: Negotiated minimum orders, help with restrictions and ungating Product Sourcing Manufacturers for Private Label: Recommendation, negotiation, customs and shipping
	International and Domestic FBA Prep Services: Fulfillment and labeling to Amazon warehouse
Stand 1	 Executive Stadium Access: Schedule Coaching, Request Product, and access to a wealth of Amazon knowledge Sellers Playbook Software: Latest tracking of Amazon Catalog. Determine Sales, Competition, Rank of an individual ASIN
	Two Sourcing Summits: World class Amazon trainers and assistance through the tradeshow Online Resource Center: Your one-stop-shop for tools, calculators, knowledge and assistance
	Retail Price: \$47,997 Executive ONSITE Investment: \$33,997
	24 Scheduled Individual Coaching Calls (30 Minutes Each)
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EXHIBIT A

TERMS AND CONDITIONS

1. Term This Agreement shall commence on the Effective Date for a term of one (1) month (the "Initial Term"] and shall automatically renew for successive monthly periods thereafter (each, a "Renewal Term," and together with the Initial Term, the "Term"), unless either Party delivers written notice to the other Party that it elects not to renew this Agreement at least 5 business days prior to the commencement of the next Renewal Term. Bonus items do not extend the Initial term. Any unused products expire at the end of their term and not subject to a refund if unused.

subject to a refund If unused.
2. Confidentiality. Client and SPI each agree that all information pertaining to the other Party, obtained pursuant to the negotiation or performance of this Agreement, shall be maintained in strict confidence and shall not be released or disclosed or used for any purpose other than performance of each Party's duties, respectively, under this Agreement, except as may otherwise be agreed by the Parties in writing. Notwithstanding the foregoing, information shall not be deemed confidential if ucu information was in the public domain when received by the receiving Party or subsequenty enters the public domain without fault of the receiving Party. Each Party and its respective affiliates, employees, consultants and agents shall take reasonable steps, by contract, instruction or otherwise, to ensure that anyone having access to the other Party's confidential information agrees to comply with the terms of this Agreement, or is put on notice of the proprietary nature of the Confidential Information, and shall not commence any legal action or proceeding which identifies the Confidential Information without the other Party's prior written consent. In the event of any inadvertent misuse, loss or disclosure of Confidential Information, or any suspicion that another party has obtained the Confidential Information by improper means, the receiving Party shall promptly notify the disclosing Party and shall provide full details of the inadvertent misuse, loss or disclosure or unauthorized possession, and use reasonable efforts to assist the disclosing Party and shall provide full details of wiolation. Notwithstanding the foregoing, a Party shall not be deemed to have violated the exercitors set forth in this Section by disclosing confidential information of the other Party pursuant to a subpoen a or other legal requirement of a competent governmental authority, so long as it notifies the other Party of such requirement prior to making such disclosure to allow the other Party a reasonabl

3. SPI intellectual Property. SPI hereby grants to Cient a terminable, non-exclusive, non-transferable right to use SPI's Intellectual Property during the Term in accordance with the terms of this Agreement. As used herein "Intellectual Property" means any and all rights of SPI anywhere in the world under any patent(s), service mark(s), trademark(s), copyright and trade secret laws, and any other intellectual property or proprietary rights, including any moral rights and similar rights, including without limitation the IT Toolset and any guides, software, books, educational content, videos and other analytic tools relating to retail sales management, inventory management and customer data management toonected to SPI's business consulting services. SPI reserves all rights in the intellectual Property and retains title thereto and all past, present or future goodwill associated therewith, and does not convey any proprietary rights or other interest therein to Client, other than the limited rights granted hereunder. Client acknowledges that the intellectual Property contains information that has been created, developed and maintained by SPI at substantial expense of lime and money such that riskappropriation or unauthorized use by others for commercial gain would unfairly and irreparebly harm SPI, and Client therefore agrees not, during or after the Term, to engage in any conduct, directly or indirectly, which would infringe upon, harm or contest the rights of SPI in the Intellectual Property, or any goodwill associated therewith or attributable bereito, or do or permit to be done any act or thing in derogation of any rights of SPI in contest thereights and/or affiliates shall not represent that it has acquired any womenship or equitable rights in the Intellectual Property, or any goodwill associated therewith or attributable thereto, or do or permit to be done any act or thing in derogation of any rights of SPI inconction therewith. Client agrees that it shall not represent that it has acquired any womenship o

Use of IT Toolset. Access to the IT Toolset is effective upon delivery of the access information to the Client. The Client will be solely responsible for Client's own internet access and Amazon Seliers Central Account to connect to IT Toolset. SPI shall have no obligation to provide to Client or support any Internet or network communications connections of any type. The Client shall use assigned user identifications and passwords to log-on to the IT Toolset and shall not share passwords with, nor disclose passwords to, others. The Client shall ake all inclines thall use assigned user identifications and password confidential. The Client must promptly inform SPI of (a) any user who has ceased to be employed by the Client or otherwise should no longer have access to the relevant IT Tool: SPI shall use commercially reasonable efforts to keep the IT Toolset to scheduled downtime for maintenance purposes, unscheduled maintenance and systems outages. The Parties acknowledge that since the internet is neither owned nor controlled by any one entity, SPI can make no guarantees that any given user will be able to access the IT Toolset at any given time for causes outside of the control of SPI. Although SPI will use commercially reasonable efforts to take any actions it deems appropriate to remedy and avoid such circumstances, SPI shall not be liable to Client for failure of accessibility the IT Toolset to use to acues outside of the control of SPI or the IT Toolset providers. Other than as set forth elsewhere in this Agreement. Client acknowledges that the IT Toolset or studyor y or jurisdiction, with respect to the IT Toolset, or the data derived from any IT Toolset services, and any components thereof, and specifications any and all implied warranties of any third-party website which may be linked from any IT Toolset services, and any components thereof, and specifications any and all implied warranties of the approxed or the waste which approxed the sitely hostolies for the content, availability, success, accuracy,

- S. Warranty: Disclaimer; Limitation of Liability. SPI warrants that it has the right to provide to the Client access to its proprietary tools such as the IT Toolset in accordance with the terms of this Agreement. SPI does not warrant that the IT Toolset or its content will be uninterrupted or error-free, secure from unauthorized access, that defects will be corrected or that to any sort of remedy. SPI warrants that the IT Toolset or its content will be uninterrupted or error-free, secure from unauthorized access, that defects will be corrected or that to any sort of remedy. SPI waits or other harmful components. SPI relies on third party data and APIs for its IT Toolset, and the loss or poor quality of that data shall not entitle the Client to any sort of remedy. SPI makes on other warrantees, whether express or implied, beyond those specifically and expressly provided for in this Agreement. Except to the minimum extent required by applicable law and then only to that extent, in o event will SPI be liable to Client for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary, punitive or other damages as a result of any breach of this Agreement including, without limitation, loss of revenue or income, loss of profits, pain and suffering, emotional distres; cost of substitute goods or services, or similar damages suffered by Client or any third party that arise in connection with SPI's Services (or the termination thereof for any reason). Client further understands and agrees that in no event shall SPI's cumulative liability for any claim arising in connection with this Agreement, regardless of the form of action, exceed the arround total fees and charges actually paid to SPI hereunder.
- 6. Indemnification. Client hereby agrees to indemnify, defend and hold harmless SPI from and against any and all loss, expenses, damages, and costs, including without limitation reasonable attorney's fees, resulting, whether directly or indirectly, from: (a) Client's violation of any provision of this Agreement; (b) claims brought by third parties arising out of Client's use of the IT Toolset or Services and content Client makes available via the IT Toolset or Services by any means, including without limitation through email, posting, weblink, reference to content, or otherwise, whether by Client or a third party using Client's password; (c) any wrongful disclosure of password(s) by any Client employee, agent or representative; or (d) any actual or alleged wrongful, negigent or our unauthorized access, modification, disclosure, publication, copying or use of any IT Tool or website by any Client employee, agent or representative. As a condition of Client's use of the IT Toolset, Client waives and releases SPI from all liability to Client, and further agrees to indemnify and hold SPI harmless against any losses, costs or damages incurred or caused by Client.
- 7. Data Release Authorization. Client hereby gives authorization to SPI to release client data to a third party who needs the information to assist SPI in providing the services contemplated herein and to any third-party client designates by either requesting enhanced services or enters into an agreement directly with the third party. Client agrees to indemnify and hold SPI harmless from and against all claims, suits, demands, actions, proceedings and litigation relating to usage of client's data after it has been transferred by SPI to a third party. SPI shall take reasonable steps to ensure any third party receiving the client data to assist SPI in providing the services has agreed to keep the client data confidential.
- 8. Governing Law; Severability. This Agreement shall be governed by the laws of the State of Minnesota, except its conflict of laws rules. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
- 9. Dispute Resolution. Both Parties to this Agreement waive any and all right to a trial by jury. Any dispute or controversy arising under or in connection with this Agreement, including claims of fraud in the inducement, shall be settled exclusively by binding arbitration solely by written submission in Hennepin County, in the State of Minnesota, in accordance with the expedited Commercial rules of the American Arbitration Association then in effect, by one arbitrator. Limited civil discovery shall be permitted for the production of documents and taking of depositors. Unresolved discovery disputes may be brought to the attention of the arbitrator who may dispose of sich directle. Judgment may be entared on the arbitrator shall have the authority to award any remedy or relief that a court of this state could order or grant; provided, however, that puntive, consequential or exemplary damages shall not be awarded. (a) Arbitration shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis in mobing claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims between Client and SP alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. (b) The above notivithstanding, this Section shall have no application to claims by SPI seeking to enforce, by injunction or other equitable reflect, the terms of this Agreement. Such claims may be maintained by SPI in a court of competent jurisdiction.
- 10. Cancelation. To cancel a sale, provide written notification with your signature and date to Sellers Playbook, Inc. at 9001 Science Center Drive, Suite 1000 Minneapolis, MN 55428. The envelope must be post-marked before midnight of the third business day after the contract effective date. Saturday is considered a business day; Sundays and federal holidays are not.
- 11. Survival. Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.
- 12. Mutual Non-Disparagement Covenant. Client hereby agrees that it will not, at any time, directly or indirectly, make any oral or written public statements that are disparaging of SPI, SPI's products or services, or any of SPI's present or former owners, employees or independent contractors. SPI (limited to its officers and directors) agrees that it will not, at any time, directly or indirectly, make any oral or written public statements that are disparaging of Client. Disparagement shall be defined as any oral or written public statements that impugn the qualities, character, honesty, integrity, morality, business acumen or abilities of the subject.
- 13. Force Maleure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement during any period in which such Party cannot perform due to actions beyond the control of the Party.
- 14. Entire Agreement; Modification. This Agreement and the Exhibit(s) attached hereto constitute the entire agreement between the Parties hereto and supersede all prior and contemporaneous agreements and undertakings of the Parties pertaining to the subject matter hereof. This Agreement may not be modified except by written instrument duly associed by the Party hereto against whom the modification is sought to be inforced except as noted otherwise.
- 15. Notice. All notices sent via electronic document shall be deemed to have been given, made, or communicated as the case may be, at the time that the notice is sent by electronic document at the email addresses of the Parties set forth on the signature page to this Agreement.
- 16. Execution by Electronic Signature. The Parties expressly agree that scanned documents shall have the same force and effect as original signed documents, provided that either Party may require the other Party also to exchange original signed documents.

CASE 0:18-	cv-02207-DWF-TNL	Document 7 F	iled 07/30/	/18 Page 9 0	of 10
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Name on Card:		part of the	Exp. Date:		
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Billing Address (Line 2):	SUNNY TOUTS		Zip Code:		
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Cardholder Signature:	PCDA		Amount:	55 000	
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Billing Address (Line 2):		Sold Providence	Zip Code:		
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Cardholder Signature:			Amount:	s	-
Credit Card 3:			No.		
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Billing Address (Line 2):		Sales Sales	Zip Code:		
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EXHIBIT A (Continued)

PRICING AND FEES

- 17. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- Walver. SPI's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

19. Assignment. Client may not assign any of Client's rights or obligations under this Agreement to anyone else. SPI may assign its rights to any other individual or entity at SPI's discretion.

EXHIBIT B PRICING AND FEES

\$99.99 per month plus applicable sales tax, ¥ any \$300.00 per hour billed in 15 minute increments plus applicable sales tax, if any

Automatic Renewal Term Fees:

- 1. IT Toolset and Website Access:
- Coaching and Concierge Access: 2

Clarifications:

- 1
- 3.
- Missed coaching sessions without prior 24-hours' notice of cancellation shall be billed at 30-minutes or 50% of the scheduled time, whichever is greater. Client may elect to opt out of any specific Renewal Term product and remain active in other Renewal Term product(s) and service(s). Renewal Term fees are due for any month on the same date, or the closest date in that month, to the Effective Date. Access to other services, summits, tradeshows or anything not specifically referenced under Renewal Term Fees is not being provided after the Initial Term. Additional products and services (like seminars, summits, foreign market buying trips, etc.) may be offered from time to time on our website and the associated pricing can be found there. These products and services are an additional charge unless specifically provided for in the initial Term. 5.
- 6. All Fees may be increased on January 1, 2018 and each year thereafter by any previous four quarter percentage increase in the Employment Cost Index for wages and salaries of professional and business services workers as published by the U.S. Department of Labor, Bureau of Labor, Statistics.

EXHIBIT C	
PACKAGES	
Diamond Executive Members	
Sellers Playbook, Inc. is a customer service organization that offers a customized system to perfect the individual's ability to sell on Amazon effective	vely and profitably. The Diamond package
of services is ideal for the individual who is looking to supplement or replace income quickly, as it is a full-service, turnkey package. Services provid	ed by Sellers Playbook Inc. for their
exclusive Diamond Executive Membership include but are not limited to items 1-5 as follows:	es of seners ristrood, me for them
Platinum Executive Members	
Sellers Playbook, Inc. is a customer service organization that offers a customized system to perfect the individual's ability to sell on Amazon effective	vely and profitably The Platinum package
of services is ideal for the individual who is looking to supplement or replace income but is willing to fulfill their own orders and send to FBA on the	eir own and occasionally supplement it wit
our services. Services provided by Sellers Playbook, Inc. for their exclusive Platinum Executive Membership include but are not limited to items 1-4	as follows:
Gold and Silver Executive Members	
Sellers Playbook is a customer service organization that offers a customized system to perfect the individual's ability to sell on Amazon effectively a	and profitably. This package of services is
ideal for the individual who is looking to boost their existing Amazon business with the help of our incredible software and sourcing credentials. Se	rvices provided by Seller's Playbook for
their exclusive Gold Executive Membership include but are not limited to items 1-3 as follows:	and the second
1. Access to Personalized Coaching and Tech Support:	
o Professional Technical Support.	
o Amazon Expert Coaching and Product Sourcing Service - Available by Phone or Web Meeting during normal business hours.	
o 24/7 Online Training Availability Though a Library of Webinars.	
o Three, 1-hour maximum onboarding/orientation sessions with our coaching staff to familiarize yourself with our Executive Membership.	
2. Sellers Playbook Software:	
e Complete Data Automation.	
o Product Price, Rank and Sales Tracking.	
o Determine your Core Product by Calculation	
3. Supplier Lists and Sourcing Solutions:	
o Direction to Domestic and International Suppliers. o Help Sourcing Product Domestic and Internationally.	
o Ability to Negotiate Using Our Network Buying Power.	
4. Access to Amazon Learning and Sourcing Summits (One for Platinum members and two for Diamond member):	
o On-hand coaching support through the tradeshows and help with ordering and understanding inventory quantities and value.	
 Industry Leading Speakers. 	
o Summits are valued at \$10,000 and are not subject to any discount.	
S Receiving, Warehousing and FBA Preparation:	
a Ability to ship product directly to Sellers Playbook for receiving.	
o Uploading to your store, labeling and shipping to Amazon FBA	
o You eliminate all product receiving and preparation	
o Pictures, product descriptions, labeling and shipping to FBA available for additional fees, subject to fees chedule and/or supplemental agreement	
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Additional Diamond Level Fulfiliment Preparation Fees:

double the price if you need us to o	ceiving, preparation, labeling, packaging and payment processing fees items quantities are determined by what is received in a month. Simply pen an item to perform an inspection, send a picture of any damaged items and dispose of the damaged items.
1-400 items:	\$0.85 per item plus Hennepin County MN Sales Tax
401-800 items:	S0.80 per Item plus Hennepin County MN Sales Tax
801-2000 items:	\$0.65 per Item plus Hennepin County MN Sales Tax
2001-5000 items:	\$0.52 per Item plus Hennepin County MN Sales Tax
Over 5001 items:	\$0.40 per item plus Hennepin County MN Sales Tax

Bundles of up to 4 items:	\$1.30 per bundle plus Hennepin County MN Sales Tax	Sec. Sec.
Bundles of up to 6 items:	S1.65 per bundle plus Hennepin County MN Sales Tax	
Poly bags:	\$0.30 per SF plus Hennepin County MN Sales Tax	
Bubble wrap:	\$0.30 per SF plus Hennepin County MN Sales Tax	
Pallet handling fee:	\$15.00 per pallet	
Outgoing shipping labels:	\$1.00 each carton/container/pallet plus Hennepin County MN Sales Tax	the second second

Clarifications

1.

We require view and edit rights to your Sellers Central account in order to process outgoing shipments to Fulfillment By Amazon. All items shipped to us must comply with all Fulfillment By Amazon policies. Failure to meet these criteria will result in additional charges to the Client. Shipping costs are not included and are to be provided for by the Client. All fulfillment fees are additional to both the Initial Term and Renewal Term fees.

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Customer Service Contact Information:

- Customer.Support@SellersPlaybook.com
 1-800-919-2298
 9001 Science Center Drive, Suite 1000, Mir 1-800-919-2298 9001 Science Center Drive, Suite 1000, Minneapolis, MN 55428

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Exhibit D

SELLERS PLAYBOOK

Business Pro Executive Members

Sellers Playbook, Inc. is a customer service organization that offers a customized system to perfect the individual's ability to sell on Amazon effectively and profitably. The Business Pro package of services is ideal for the individual who is looking to supplement or replace income, as it is a full-service, turnkey package. Services provided by Sellers Playbook, Inc. for their Exclusive Business Pro Executive Membership are as follows:

- Access to Personalized Coaching and Tech Support:
 - Amazon Coaching Available by phone or web meeting during normal business hours
 - Education available 24/7 through our online training facility
 - Live webinars hosted by Amazon experts
 - Three 30 minute onboarding/orientation sessions with our coaching staff to familiarize yourself with our executive membership
 - Professional technical support
- Sellers Playbook Software:
 - Complete data automation
 - Product price, rank and sales tracking
 - Determine your core product by calculation
- Supplier Lists and Sourcing Solutions:
 - Product sourcing concierge service, our sourcing managers can help source products or brands you are looking for both domestic and internationally
 - Contact information to Sellers Playbook preferred suppliers, line sheets and pricing
 - Ability to negotiate using our buying power
 - Access to private label product suppliers
- Two Sellers Playbook Learning and Sourcing Summits
 - Sellers Playbook network of suppliers and coaches
 - Hands on coaching support through the tradeshows and help with ordering and understanding inventory quantities and value
 - Industry leading speakers
- 5. Receiving, Warehousing and FBA Preparation:
 - Ability to ship product directly to Sellers Playbook for receiving
 - Uploading to your store, labeling and shipping to Amazon FBA
 - You eliminate all product receiving and preparation

SELLERS PLAYBOOK

Business Pro Executive Membership

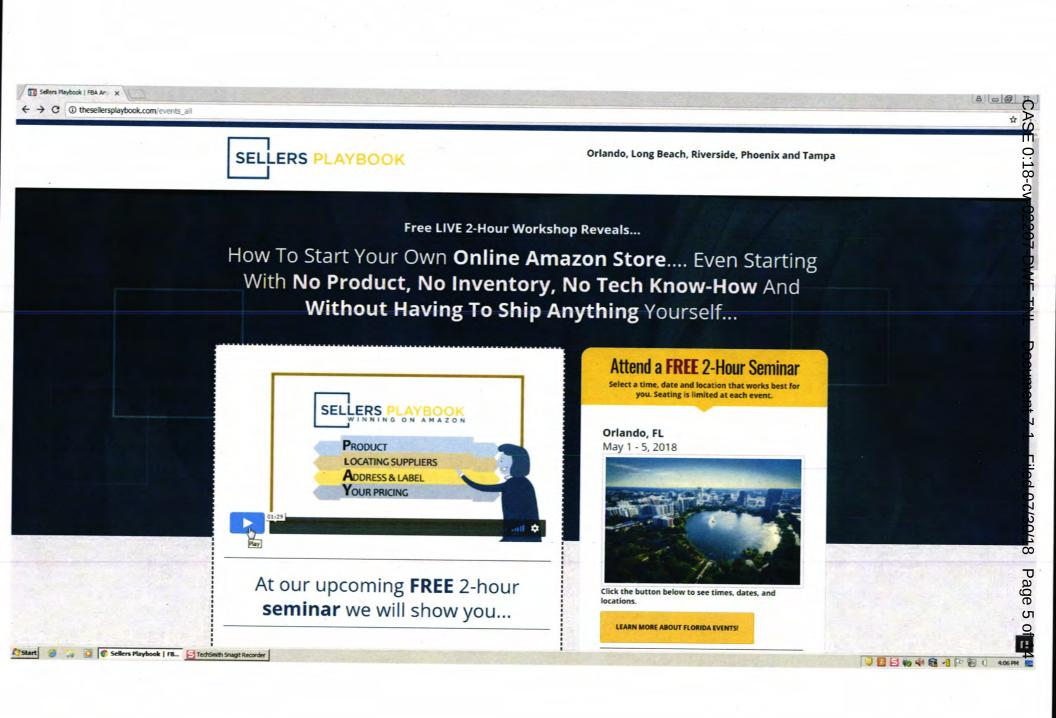
- 12 months of executive website/software access
- 32 scheduled coaching/strategy sessions (30 minute sessions)
- 12 months access to coaching support online system
- Supplier lists and sourcing solutions
- Two Sellers Playbook learning and sourcing summits
- Receiving, warehousing and FBA preparation services

On-Site Business Pro Executive Bonuses

- 16 additional scheduled coaching/strategy sessions (30 minute sessions)
- Personalized tradeshow tour
- Private label concierge service which includes...
 - Sourcing your private label products
 - Price negotiation and the benefit of our buying power creating the ability to increase your ROI on amazon dramatically
 - Customs and shipping handling
 - Listing your private label products into your Amazon store
 - Assistance in marketing your private label products.

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Exhibit E



Sellers Playbook | FBA 4+ X

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- The process for finding the most in-demand niches that most sellers overlook entirely.
- How to start out even if you have very little or no money. Drop-shipping allows you to start selling now without buying bulk wholesale.
- The easiest way to handle customer support to maximize positive reviews and minimize returns.
- Our secret to getting products to the top of Amazon search results. This is the most vital part of Amazon selling. Master this and you'll be able to compete with even the most veteran sellers.
- And much more...

Claim Your Free Seat

Long Beacn & Riverside, CA May 1 - 5, 2018



Click the button below to see times, dates, and locations.



Phoenix, AZ May 8 - 12, 2018



Click the button below to see times, dates, and locations.

LEARN MORE ABOUT ARIZONA EVENTS!

Tampa, FL May 8 - 12, 2018



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Tampa, FL May 8 - 12, 2018



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LEARN MORE ABOUT TAMPA EVENTS!

Why You Need To Be On Amazon:

- There are 100,000 Amazon Sellers with sales of \$100,000 or more in 2016.
- ✓ 44% of web shoppers go directly to Amazon for product
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- Amazon has over 304 million active customer accounts with credit cards saved.

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✓ Amazon owns as much of the retail market in North

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Why You Need To Be On Amazon:

- There are 100,000 Amazon Sellers with sales of \$100,000 or more in 2016.
- 44% of web shoppers go directly to Amazon for product searches. Many of the other 56% end up there too thanks to Amazon's Google ads and search engine listings.
- Amazon is consistently ranked as the most trusted brand in America. As a marketplace seller, you share in this trust.
- Amazon has over 304 million active customer accounts with credit cards saved.
- Amazon owns as much of the retail market in North America as Office Depot, Staples, Apple, Dell, WalMart, and Sears combined.

Frequenty Asked Questions

O What should I bring to the seminar?

Bring a notebook and a pen to take notes. Ipads and laptops are also ok.

O Will I have to ship products myself?

Amazon does all the shipping for you! They simply charge you a small fee for this service.

• Why is the seminar free?

There is a lot of information about opportunities online. We want you to know the truth about how selling on Amazon can be great.

When you attend this seminar, you will see exactly how we operate our own business. After the presentation, we will give you a special offer allowing you to work with us on a higher level. Even if you say no to that offer, you will still leave with everything you need to know to start a successful Amazon business!

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or more in 2016.

- 44% of web shoppers go directly to Amazon for product searches. Many of the other 56% end up there too thanks to Amazon's Google ads and search engine listings.
- Amazon is consistently ranked as the most trusted brand in America. As a marketplace seller, you share in this trust.

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Claim Your Free Seat

Sign Up Today!

Your details are kept safe and never shared.

Results may vary and are not typical. Most individuals who attend Seliers Playbook free workshops don't apply the strategies, techniques, and systems and therefore make little to no money. Any income or earnings depicted should not be interpreted as common, typical, expected, or normal. These results may be exceptional and variables that impact results are so numerous and sometimes uncontrollable that we make no guarantees as to you' income or earnings of any kind. Your success is not guaranteed and will be based on your education, effort, determination, and various market conditions. Like every investment and any business, you can lose money in an online business. For full disclosures, nease reach our Farnings and Lorme Disclaimers and Terms of Lise Sellers Playbook | FBA An X

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Sign Up Today!

Your details are kept safe and never shared.

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• Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them. To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the

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If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

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X Sellers Playbook - Thank X

Amazon Selling Training In Your Area!

How you can get started selling online right now in your local area by using Amazon.

The 4 Simple Steps To Easy Profits...

1 Register to attend this free Amazon training.

2 See how easy it is to sell products on Amazon right now. And learn the process for finding the most indemand products.

Choose Your Event

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Orlando

Choose a time to continue

Tues, May 1, 2018 12:30PM or 6:00PM

The Florida Hotel & Conference Center

1500 Sand Lake Road Orlando, FL 32809

REGISTER NOW

Wed, May 2, 2018 12:30PM or 6:00PM

The Orlando Marriott Hotel Lake Marv

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Sellers Playbook

process for finding the most indemand products.

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Discover our secret for finding the 3 cheapest and highest quality suppliers for those products.

Learn how Amazon will warehouse 4 and ship your product for a tiny fee. Not to mention handle the customer service and returns!

Click the button to the right to attend this free Amazon training now!

The Orlando Marriott **Hotel Lake Mary**

1501 International Pkwy Lake Mary, FL 32746

REGISTER NOW

Thurs, May 3, 2018 12:30PM or 6:00PM

Embassy Suites by Hilton North

225 Shorecrest Drive Altamonte Springs, FL 32701

REGISTER NOW

Fri, May 4, 2018 9:00AM or 12:30PM

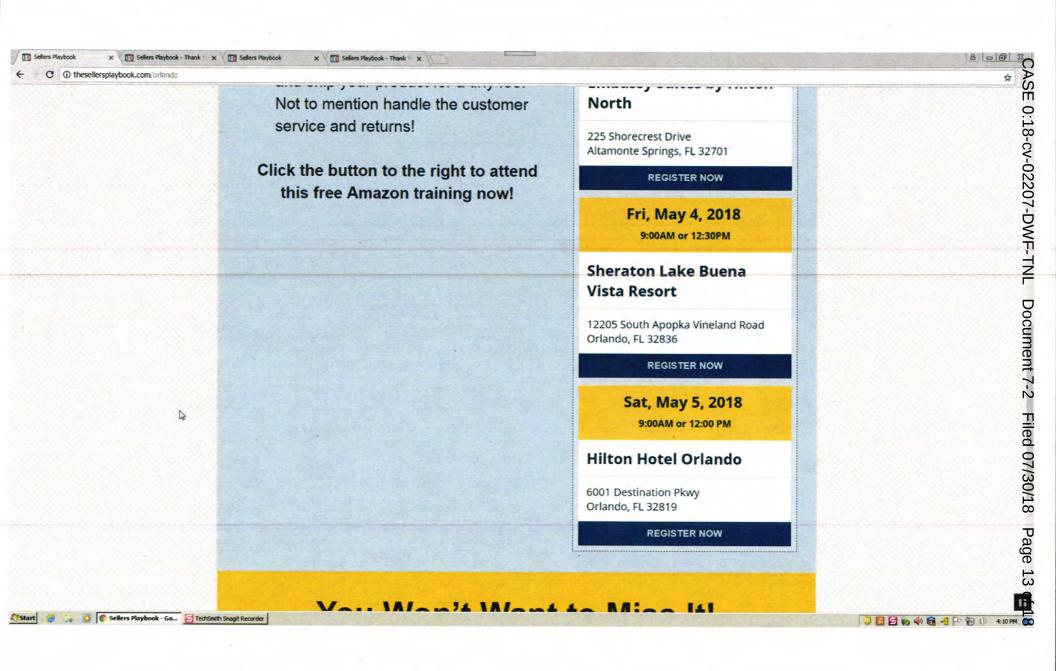
Sheraton Lake Buena Vista Resort

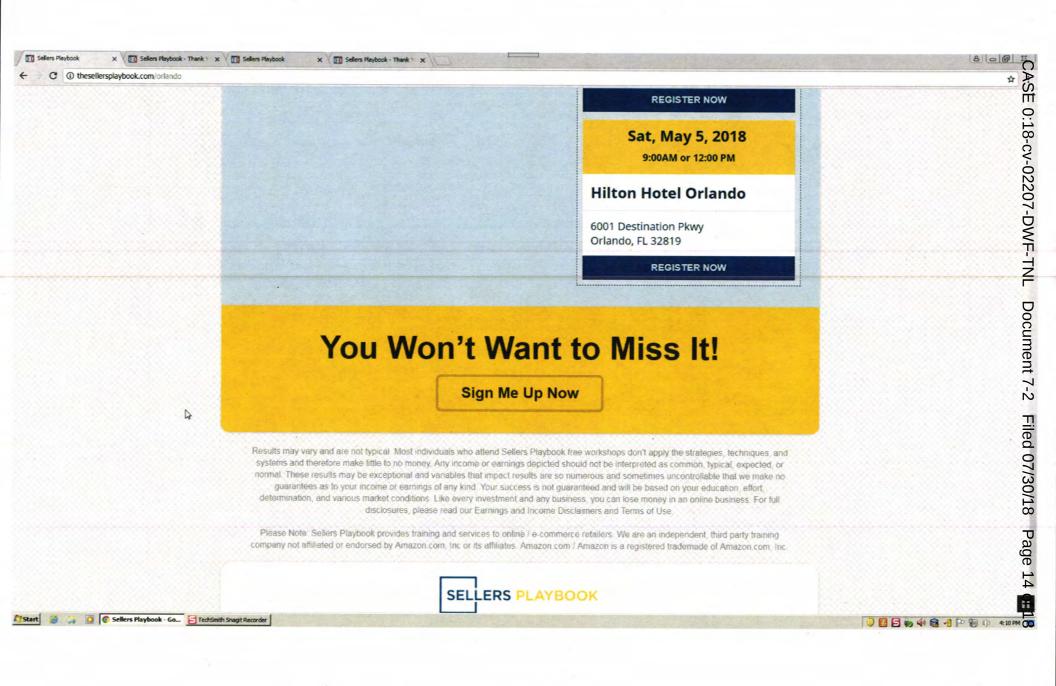
12205 South Apopka Vineland Road Orlando, FL 32836

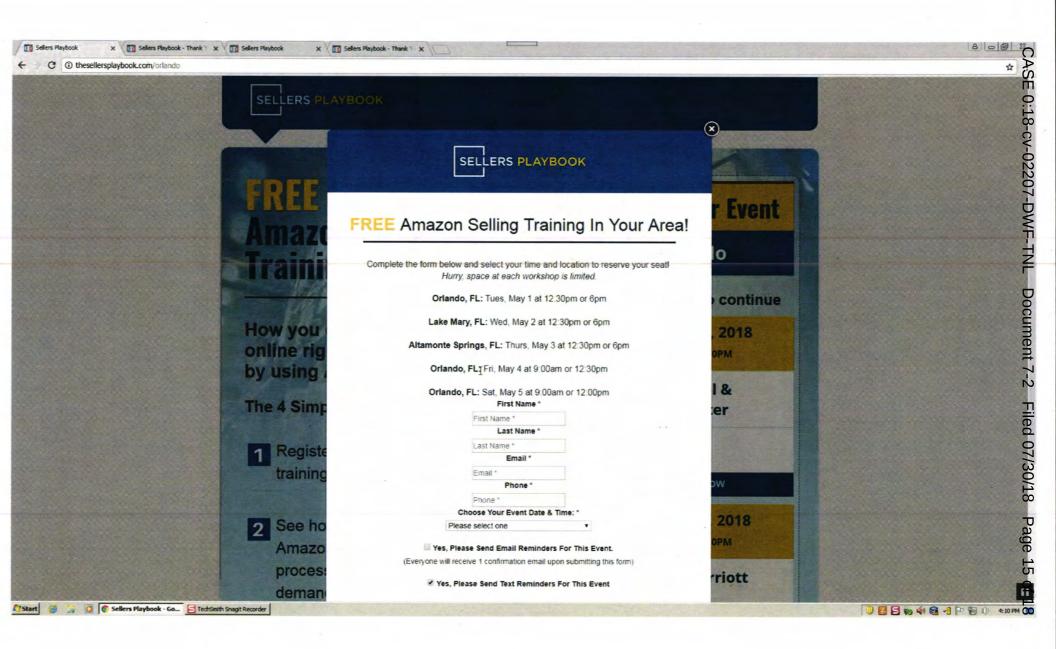
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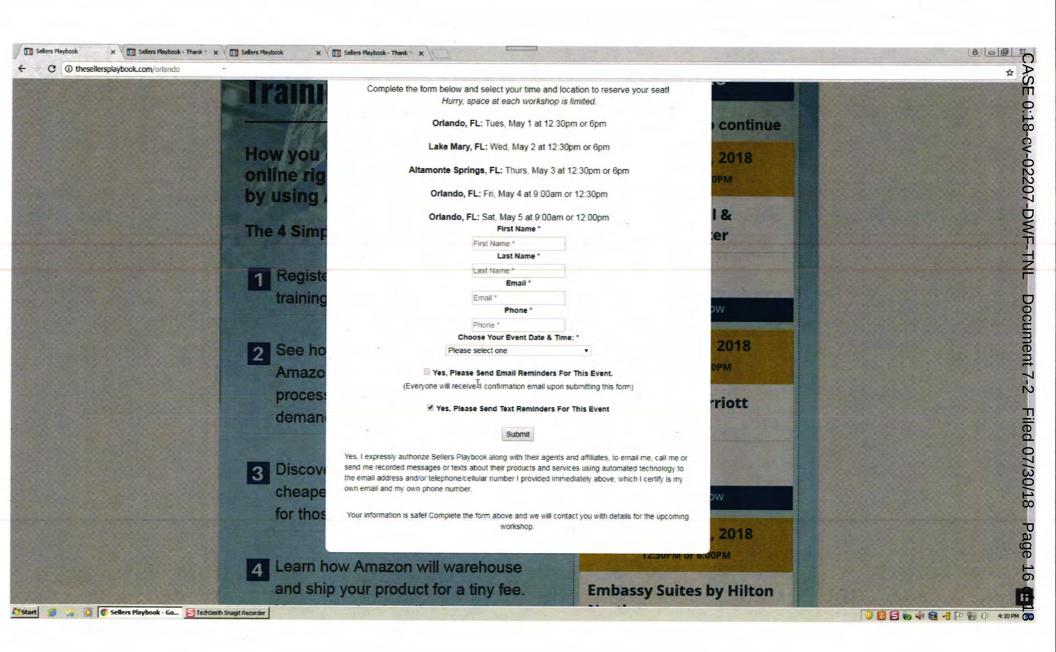
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Great! You are now successfully registered and CONFIRMED for this event...

SELLERS PLAYBOOK

Thank You! Your Registration Is Complete. Here are the dates, times, and locations. Mark your calendar

now!

Tuesday, May 1, 2018

The Florida Hotel & Conference Center

X Sellers Playbook - Thank Y X

12:30 PM & 6:00 PM

9:00 AM & 12:30 PM

1500 Sand Lake Road Orlando, FL 32809

Wednesday, May 2, 2018

The Orlando Marriott Hotel Lake Mary

12:30 PM & 6:00 PM

1501 International Pkwy R Lake Mary, FL 32746

Friday, May 4, 2018 **Sheraton Lake Buena Vista Resort**

12205 South Apopka Vineland Road Orlando, FL 32836

Saturday, May 5, 2018

Hilton Hotel Orlando

9:00 AM & 12:00 PM

6001 Destination Pkwy Orlando, FL 32819

Thursday, May 3, 2018

Embassy Suites by Hilton North

12:30 PM & 6:00 PM

225 Shorecrest Drive Altamonte Springs, FL 32701 800

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now!

Results may vary and are not typical. Most individuals who attend Sellers Playbook free workshops don't apply the strategies, techniques, and systems and therefore make little to no money. Any Income or earnings depicted should not be interpreted as common, typical, expected, or normal. These results may be exceptional and variables that impact results are so numerous and sometimes uncontrollable that we make no guarantees as to your income or earnings of any kind. Your success is not

guaranteed and will be based on your education, effort, determination, and various market conditions. Like every investment and any business, you can lose money in

Tuesday, May 1, 2018

The Florida Hotel & Conference Center

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12:30 PM & 6:00 PM

1500 Sand Lake Road Orlando, FL 32809

Wednesday, May 2, 2018

The Orlando Marriott Hotel Lake Mary

12:30 PM & 6:00 PM

1501 International Pkwy Lake Mary, FL 32746

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Embassy Suites by Hilton North

12:30 PM & 6:00 PM

225 Shorecrest Drive Altamonte Springs, FL 32701 Friday, May 4, 2018

Sheraton Lake Buena Vista Resort

9:00 AM & 12:30 PM

12205 South Apopka Vineland Road Orlando, FL 32836

Saturday, May 5, 2018

Hilton Hotel Orlando

9:00 AM & 12:00 PM

6001 Destination Pkwy Orlando, FL 32819

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