

THE LEGAL AGREEMENTS SET OUT BELOW GOVERN YOUR USE OF THE JUSTIN BRANDS, INC. B2B WEBSITE (“The Website”) <http://b2b.justinbrands.com>.

TO ACCESS THIS WEBSITE, YOU MUST AGREE TO THESE TERMS, AND CLICK ON THE "AGREE" BUTTON BELOW. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK "AGREE," AND DO NOT USE THE SITE.

A. JUSTIN BRANDS, INC. B2B WEBSITE

PAYMENTS

You agree that you will pay for all products you or your assigns purchase through The Website. YOU ARE RESPONSIBLE FOR TIMELY PAYMENT OF ALL INVOICES IN ACCORDANCE WITH THE RESPECTIVE TERMS AND CONDITIONS AS OUTLINED IN YOUR JUSTIN BRANDS DEALER AGREEMENT FOR RETAIL SALES THROUGH PHYSICAL PREMISES SUBJECT TO ANY AND ALL APPLICABLE PROGRAM TERMS AND CONDITIONS.

Prices for products offered via The Website may change at any time, and do not provide price protection or refunds in the event of a price reduction or promotional offering.

Justin Brands, Inc. reserves the right to terminate accounts.

JUSTIN BRANDS, INC. AND THEIR LICENSEES, AFFILIATES, AND LICENSORS MAKE NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE LIMITATIONS MAY NOT APPLY TO YOU. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY ALSO HAVE ADDITIONAL RIGHTS.

PRE-ORDERS

By pre-ordering products, you are authorizing Justin Brands, Inc. to automatically charge your account and deliver the product when it becomes available. You may cancel your pre-order prior to the time the item(s) become(s) available.

ELECTRONIC CONTRACTING

Your use of The Website includes the ability to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION. In order to

access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

Justin Brands, Inc. is not responsible for typographic errors.

B. JUSTIN BRANDS, INC. B2B WEBSITE TERMS AND CONDITIONS

THIS LEGAL AGREEMENT BETWEEN YOU AND JUSTIN BRANDS, INC. GOVERNS YOUR USE OF THE JUSTIN BRANDS, INC. B2B WEBSITE (“The Website”) <http://b2b.justinbrands.com>.

THE WEBSITE

Justin Brands, Inc. is the provider of The Website, which permits you to purchase Justin Brands, Inc. products for use only under the terms and conditions set forth in this Agreement and your Justin Brands Dealer Agreement for Retail Sales through Physical Premises, and, where applicable, your Justin Brands, Inc. Dealer Agreement for Internet Retail Sales.

REQUIREMENTS FOR USE OF THE WEBSITE

The Website is available for authorized and approved Justin Brands Dealers and their assigns age 18 years or older.

Use of The Website requires compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. High-speed Internet access is strongly recommended for regular use. The latest version of required software is recommended to access and may be required for certain transactions or features, such as downloading reports. You agree that meeting these requirements, which may change from time to time, is your responsibility. The Website is not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to The Website.

REGISTRATION

You may request access to The Website site by visiting <http://justinbrands.com/userrequest>. You must provide the following information: (a) First Name, (b) Last Name, (c) Business Name, (d) Business Phone Number, (e) Valid Email Address, and (f) Valid Justin Brands, Inc. account number. All requests for user account creation will be directed to the online form. A user name is created and delivered to your registered email address along with a temporary password. Upon initial logon to the site, you will be required to set up a permanent password.

YOUR ACCOUNT

Do not reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and you agree to immediately notify Justin Brands, Inc. of any security breach of your Account. Justin Brands, Inc. shall not be responsible for any losses arising out of the unauthorized use of your Account irrespective of your account level.

In order to purchase Justin Brands, Inc. Products from The Website, you must enter your login and password to authenticate your Account. You agree to provide accurate and complete

information when you register with, and as you use, The Website, and you agree to update your registration data to keep it accurate and complete. You agree that Justin Brands, Inc. may store and use The Website registration data you provide for use in maintaining and billing your Account.

PRIVACY POLICY

Personal and Non-Personal Information

When registering at The Website, you may be asked to provide certain personally identifiable information about yourself, such as your name, email address, physical address, or telephone number.

We use personal information provided on order forms, such as a purchaser's name, email address, physical address, and credit card, to fulfill merchandise orders. We may also use order information to contact a purchaser when necessary, such as when a delivery may be delayed or when an ordered product is out of stock. Justin Brands may use personal information to notify you about new products or services. If we do, we will provide you with an email address by which you may inform us that you do not wish to receive such materials in the future. Justin Brands will not share any personal information without your permission with any unaffiliated third parties, unless required by law. We may use this data to improve our site and enhance your shopping experience. For example, we may use this data to tailor your experience at our site, showing you Content that we think you might be interested in, and displaying Content according to your preferences.

Cookies

"Cookies" are pieces of information that are placed on an individual's computer hard drive to enable the individual to more easily communicate and interact with Justin Brands' sites. Justin Brands may use cookies to customize your shopping experience or to keep track of your shopping cart. We use cookies to deliver Content specific to your interests, to save your password (if you have registered with us), and for other purposes.

Justin Brands will never use cookies to retrieve information from a computer that is unrelated to Justin Brands' sites or your interaction with The Website.

Internet Protocol (IP) Address

We may use your IP address to help diagnose problems with our server, and to administer The Website. Your IP address is used to help identify you and your shopping cart for the duration of a session and to gather broad demographic information.

Consent to Processing

By providing any personal information to this site, you fully understand and unambiguously consent to the collection and processing of such information in the United States.

Other Sites

The Website may contain links to other sites. Other sites may also reference or link to our site. Justin Brands is not responsible for the privacy practices or the content of such other sites.

Supplemental Information

We may supplement the information that you provide to us with information that is received from third parties.

Security

We take the security for all personal and non-personal information associated with our customers seriously. We use the encryption process, Secure Sockets Layering (SSL), to secure transmission of your order. Only those Justin Brands employees who need access to your information in order to perform their duties are allowed access. Any employee who violates our privacy and/or security policies may be subject to disciplinary action, including possible termination and civil and/or criminal prosecution.

Choice/Opt-Out

If we ever send you information by email concerning new Justin Brands products or services, we will provide you with an email address by which you may request no future notices.

Correct/Update

If you have registered with us, you may review your account information online for accuracy and make updates.

Your Acceptance of this Policy

By using this site, you signify your assent to our Privacy Policy. If you do not agree to this policy, please do not use The Website. We reserve the right, at our discretion, to change, modify, add, or remove portions from this policy at any time. Your continued use of our site following the posting of changes to these terms means you accept these changes.

CONTENT AVAILABILITY

Justin Brands, Inc. reserves the right to change content options (including eligibility for particular features) without notice.

THIRD-PARTY MATERIALS

Certain content, Justin Brands, Inc. Products, and services available via The Website may include materials from third parties. You agree that Justin Brands, Inc. is not responsible for examining or evaluating the content or accuracy and Justin Brands, Inc. does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any

other materials, products, or services of third parties. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that Justin Brands, Inc. is not in any way responsible for any such use by you.

INTELLECTUAL PROPERTY

You agree that The Website, including but not limited to Justin Brands, Inc. Products, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement The Website, contains proprietary information and material that is owned by Justin Brands, Inc. and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of The Website in compliance with this Agreement. No portion of The Website may be reproduced in any form or by any means, except as expressly permitted in these terms. Without limiting the foregoing, you are not authorized to use the Content in order to gain a competitive advantage, for unauthorized marketing purposes (including, third-party solicitations), to harass, abuse or harm others, or in a way that otherwise exceeds the scope of your authorized access to The Website. In addition, you are not authorized to use, access, search or obtain data from the Content of The Website by using any link or deep-link, framing, page scrape, robot, spider or other automatic device, program, algorithm or similar methodology. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on The Website in any manner, and you shall not exploit The Website in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.

Notwithstanding any other provision of this Agreement, Justin Brands, Inc. and its licensors reserve the right to change, suspend, remove, or disable access to any Justin Brands, Inc. Products, content, or other materials comprising a part of The Website at any time without notice. In no event will Justin Brands, Inc. be liable for making these changes. Justin Brands, Inc. may also impose limits on the use of or access to certain features or portions of The Website, in any case and without notice or liability.

All copyrights in and to The Website (including the compilation of content, postings, links to other Internet resources, and descriptions of those resources) and related software are owned by Justin Brands, Inc. and/or its licensors, who reserve all their rights in law and equity. THE USE OF THE SOFTWARE OR ANY PART OF THE WEBSITE, EXCEPT FOR USE OF THE WEBSITE AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

Justin Brands, Inc., all Justin Brands, Inc. logos and other Justin Brands, Inc. trademarks, service marks, graphics, and logos used in connection with The Website are trademarks or registered trademarks of Justin Brands, Inc. in the U.S. and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with The Website may be the trademarks of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

CLAIMS OF COPYRIGHT INFRINGEMENT

Justin Brands, Inc. respects the intellectual property rights of others, and we ask our users to do the same. Justin Brands, Inc. may, in its sole discretion, terminate the accounts of users who violate others' intellectual property rights.

If you believe that your work has been copied in a way that constitutes infringement on The Website, please provide the following information to Justin Brands, Inc.:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

TERMINATION

If you fail, or Justin Brands, Inc. suspects that you have failed, to comply with any of the provisions of this Agreement, Justin Brands, Inc., at its sole discretion, without notice to you may: (i) terminate this Agreement and/or your Account, and you will remain liable for all amounts due under your Account up to and including the date of termination; and/or (ii) terminate the license to the software; and/or (iii) preclude access to The Website (or any part thereof).

Justin Brands, Inc. reserves the right to modify, suspend, or discontinue The Website (or any part or content thereof) at any time with or without notice to you, and Justin Brands, Inc. will not be liable to you or to any third party should it exercise such rights.

DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION

JUSTIN BRANDS, INC. DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME JUSTIN BRANDS, INC. MAY REMOVE THE WEBSITE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE WEBSITE AT ANY TIME, WITHOUT NOTICE TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE WEBSITE ARE (EXCEPT AS EXPRESSLY STATED BY JUSTIN BRANDS, INC.) PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

IN NO CASE SHALL JUSTIN BRANDS, INC., ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF ANY OF THE

WEBSITE OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, JUSTIN BRAND INC.'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

JUSTIN BRANDS, INC. SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE WEBSITE, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND JUSTIN BRANDS, INC. HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

JUSTIN BRANDS, INC. DOES NOT REPRESENT OR GUARANTEE THAT THE WEBSITE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND JUSTIN BRANDS, INC. DISCLAIMS ANY LIABILITY RELATING THERETO.

WAIVER AND INDEMNITY

BY USING THE WEBSITE, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD JUSTIN BRANDS, INC., ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE WEBSITE, OR ANY ACTION TAKEN BY JUSTIN BRANDS, INC. AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES FROM JUSTIN BRANDS, INC., ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE WEBSITE, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF JUSTIN BRANDS, INC.'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

CHANGES

Justin Brands, Inc. reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of The Website. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of The Website will be deemed acceptance thereof.

MISCELLANEOUS

This Agreement governs your use of The Website. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Justin Brand Inc.'s failure to enforce any right or provisions in this Agreement will not constitute a waiver of such or any other provision. Justin Brands, Inc. will not be responsible for failures to fulfill any obligations due to causes beyond its control.

The Website is operated by Justin Brands, Inc. from its offices in the United States. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of The Website. All transactions on The Website are governed by Texas law, without giving effect to its conflict of law provisions. Your use of The Website may also be subject to other laws. You expressly agree that exclusive jurisdiction for any claim or dispute with Justin Brands, Inc. or relating in any way to your use of The Website resides in the courts in the State of Texas. Risk of loss and title for all electronically delivered transactions pass to the purchaser in Texas upon electronic transmission to the recipient. No Justin Brands, Inc. employee or agent has the authority to vary this Agreement.

Justin Brands, Inc. may notify you with respect to The Website by sending an email message to your Account email address or a letter via postal mail to your Account mailing address, or by a posting on The Website. Notices shall become effective immediately.

Justin Brands, Inc. reserves the right to take steps Justin Brands, Inc. believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that Justin Brands, Inc. has the right, without liability to you, to disclose any Registration Data and/or Account information to law enforcement authorities, government officials, and/or a third party, as Justin Brand Inc. believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to Justin Brands, Inc.'s right to cooperate with any legal process relating to your use of The Website and/or Justin Brands, Inc. Products, and/or a third-party claim that your use of The Website and/or Justin Brands, Inc. Products is unlawful and/or infringes such third party's rights).

INFORMATION SENT TO US

We welcome and encourage your feedback, but please do not submit any proprietary or confidential information, suggestions or materials via e-mail, The Website, or any other method. We will not compensate you for any submissions that we use. By submitting such materials, you grant Justin Brands, Inc. a perpetual, worldwide, irrevocable, royalty-free license to use those materials in any way Justin Brands, Inc. deems appropriate. You expressly agree that you will not submit any materials that you do not have the right to make available under any law or contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements), and you will solely bear any liability related to your submission of such materials either by you or through your account.

Our Contact Information

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For Justin and JOW inquiries call: 1-800-240-8853

For Tony Lama, Nocona, or Chippewa inquiries call: 1-800-240-8854