

## WINE EVENT HOST AGREEMENT

This Wine Event Host Agreement is made by and between Mercantile & Co., LLC, a California limited liability company (“us” or “we”) and any individual, entity or group which hosts a wine party or event organized or sponsored by us or our agents (“you” or “your”).

**NOTICE:** BY CLICKING THE "I AGREE" BUTTON AND HOSTING A WINE EVENT OR PARTY, YOU CERTIFY THAT YOU HAVE CAREFULLY READ THIS AGREEMENT AND AGREE TO ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT CLICK ON THE "I AGREE" BUTTON AND YOU MAY NOT HOST ANY WINE EVENT OR PARTY ORGANIZED OR SPONSORED BY US.

1. Confidential Information. While we expect and encourage you to promote and share information relating to our events, our wines and our producers with your friends and family, there are certain things which must remain confidential. These confidential things include any company information made available to you as a host of a party or event at which our wines are served by one of our independent agents (collectively, the “Confidential Information”). The Confidential Information is strictly confidential and in the event the Confidential Information is disclosed without our prior written consent, you agree that we will be entitled to pursue legal remedies at law or in equity for such breach or threatened breach, including an injunction and recovery of monetary damages.

2. Additional Expectations. In exchange for hosting a party or event, we have made available to wine at discounted prices. In addition to maintaining the confidentiality of such pricing and discounts, any wine you purchase from us is intended solely for your personal use. You may not sell any of the wine you purchase from us to third parties. You represent and agree that no one under the age of 21 will attend any party or event hosted by you. In the event of your violation of this Paragraph, you agree to indemnify us against any claim, damage, fine, or liability arising from or relating to your breach of this Paragraph.

3. Limitation of Liability. OUR LIABILITY TO YOU SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY OUR FRAUD OR INTENTIONAL MISCONDUCT. EXCEPT FOR DAMAGES THAT ARE THE DIRECT RESULT OF OUR FRAUD OR INTENTIONAL MISCONDUCT, YOU WILL NOT BE ENTITLED TO ANY DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION.

4. Indemnification. EXCEPT FOR OUR FRAUD OR INTENTIONAL MISCONDUCT, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS HARMLESS FROM

ANY AND ALL FIRST AND THIRD PARTY CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY RELATING TO OR ARISING OUT OF (A) ANY WINE EVENT OR PARTY HOSTED BY YOU, OR (B) YOUR BREACH OF THIS AGREEMENT.

**BY TAKING THE AFFIRMATIVE ACT OF CLICKING ON ANY ACCEPTANCE BUTTON YOU SHALL BE DEEMED TO HAVE SIGNED THIS AGREEMENT TO THE SAME EXTENT AS IF YOUR WRITTEN SIGNATURE WAS CONTAINED HEREON.**