

INDEPENDENT ENTREPRENEUR AGREEMENT

This Independent Entrepreneur Agreement (this “Agreement”) is entered into effective as of Month _____ Day ____, Year _____ (the “Effective Date”) by and between Mercantile & Co., LLC, a California limited liability company (the “Company”) and _____ (the Entrepreneur “Entrepreneur”).

RECITALS

A. Company is in the business of promoting and marketing premium wines and products for wineries and other producers. As a part of its business, Company organizes wine parties or events where a marketer will provide samples of some of the wines and promote the wines to the guests. During the parties, the Entrepreneur will accept preference cards for the wine and submit the preference cards to the Company at its licensed location for acceptance. If a preference card is accepted, Company will coordinate the processing, shipping and delivery to the customer.

B. Entrepreneur has agreed to act as a marketer on behalf of Company, to appear at the wine parties or events, to serve and promote the wine and other products, to accept orders on Company’s behalf for the wine and to forward the same to Company for processing, shipping and delivery.

C. Company wishes to have Entrepreneur provide the services provided below, and Entrepreneur desires to perform the services provided below to Company.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Company and Entrepreneur hereby agree as follows:

AGREEMENT

Article 1 – Services

1.1 Services to be Rendered. Company retains Entrepreneur to host wine parties and events where wines provided by Maritime will be tasted and served to predetermined guests. The wine parties and/or events will be arranged by Company, although they may be arranged by Entrepreneur with Company’s prior written approval. At the events, Entrepreneur will provide a “hi-touch” marketing experience by educating the guests concerning the wines and otherwise promoting and marketing the wines. Entrepreneur will be responsible for fulfilling preference cards from the guests. The preference card will indicate what the guest would like to order, but all shipments are subject to the approval of Company at its licensed office location. The aforementioned services and activities are collectively referred to herein as the “Services”.

1.2 Duties of Entrepreneur. At the wine events or parties, Entrepreneur will be responsible for accepting preference cards from the guests. Entrepreneur will collect the preference cards, either in paper (or hard) copies or placed directly through Company's website. Entrepreneur will forward to Company all preference cards to Company's licensed location so that Company may accept the preference card, in its sole discretion, and if it does so, then fulfill and honor the preference card and ship the goods. Under no circumstances is Entrepreneur to sell wine to the guests. Entrepreneur shall not make any representations, warranties or commitments binding on Company without the prior written consent of Company. Under no circumstances may Entrepreneur provide tastings or accept orders for anyone under the age of 21. Entrepreneur will comply with all applicable rules and regulations, including, without limitation, California's Alcoholic Beverage Control and the Alcohol and Tobacco Tax and Trade Bureau.

1.3 Control over Work. Except as otherwise provided in this Agreement, Entrepreneur retains the sole right to control and direct the manner in which the Services described in Section 1.1 are performed, provided that Entrepreneur performs the Services in a professional manner and does not harm the goodwill of the Company or its wines.

1.4 Professionalism. Entrepreneur agrees to exercise the highest degree of professionalism, and to utilize Entrepreneur's independent judgment, expertise and creative talents in performing the Services. Entrepreneur will represent and portray the Company and its wines in the highest and best light and will do nothing which reflects poorly on the Company or its wines.

1.5 Samples and Expenses. Entrepreneur will purchase from Company all wine and samples to be used at the wine events or parties. All other expenses, including, without limitation, travel expenses, promotional expenses, phone service, internet service, personal phones and computers, and all other incidental expenses, will be borne by Entrepreneur. In the event Company elects, in its sole discretion, to advance the cost of certain expenses (including the shipment of the wine to be served at the parties), the commission otherwise owed to Entrepreneur will be reduced by the amount of the advance.

1.6 Term. This Agreement may be terminated by Company effective immediately, at any time, with or without cause, for any reason or no reason at all. This Agreement may be terminated by Entrepreneur, with or without cause, by providing Company at least two-weeks prior written notice.

Article 2 – Compensation

1.1 Compensation. Company will pay Entrepreneur, as his or her sole compensation, a commission equal to 10 to 20%, depending on the wine or product shipped, of the gross

amount of sales made, shipped and delivered for preference cards which were placed through Entrepreneur. Company may change the percentage commission to Entrepreneur at any time upon notice to Entrepreneur, provided, however, that any change to the commission will affect only future sales, not sales which occurred prior to the change.

1.2 Right to Reject Orders. All preference cards are subject to the approval of Company, in its sole discretion, which will occur at Company's licensed location. Company has the option of accepting or rejecting any preference cards taken by Entrepreneur and no commission shall be payable except for goods actually shipped by Company and received by the purchaser.

1.3 Procedure and Timing. Company will furnish Entrepreneur with a copy of all invoices and orders covering any goods shipped as a result of preference cards placed through Entrepreneur, and to furnish Entrepreneur with a statement on or before the fifteenth (15th) of each month covering the amount of shipments for the previous month, and the amount of commissions due Entrepreneur. The amount due the Entrepreneur shall be payable at the time the statement is rendered. In the event this Agreement is terminated, Entrepreneur will receive commissions on preference cards received prior to termination, even though shipments are not made until after such termination.

1.4 Offset. The Company may setoff or offset against any commission otherwise owed any damages caused by Entrepreneur for the breach of this Agreement or for any expenses owed by Entrepreneur to Company.

Article 3 – Insurance and Taxes

3.1 Taxes. All compensation paid to Entrepreneur will be made by Company without withholdings or deductions. The Entrepreneur shall be solely responsible for paying all taxes arising from or relating to the compensation paid to Entrepreneur under this Agreement, including, without limitation, any federal, state and/or local taxes. The Entrepreneur hereby agrees to indemnify and hold harmless the Company from and against any taxes, penalties, or interest that may be imposed by any governmental authority arising from or relating to the compensation paid to Entrepreneur under this Agreement.

3.2 Insurance. Upon request by the Company, Entrepreneur will obtain commercial general liability insurance in an aggregate amount of at least One Million Dollars (\$1,000,000.00) and the Company must be named as an additional insured on Entrepreneur's liability insurance policy. In the event Entrepreneur retains his own employees, Entrepreneur will obtain worker's compensation coverage in the minimum amount required by state law. Entrepreneur will also obtain automobile liability insurance on any car owned or leased by

Entrepreneur (other than cars in the custody of the Company) in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage. Entrepreneur will be solely responsible for the payment of premiums under the above described policies.

Article 4 – Confidentiality

4.1 Trade Secrets and Confidential Information. Entrepreneur recognizes and acknowledges that information in whatever form it may exist pertaining to the financial condition of Company, its suppliers, producers and wineries, its customer lists, personally identifying information concerning customers, products, processes, properties, assets, methods of operation, inventions, proprietary rights, customers, markets, technology, know-how, trade secrets, prospects, proposals, concepts and all other aspects of the Business of Company (collectively “Confidential Information”) is valuable, special and unique. Accordingly, Entrepreneur agrees that Entrepreneur will not, during the term of Entrepreneur’s employment with Company and thereafter, disclose any such Confidential Information to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever or make use in any other way to his personal advantage or to the advantage of any third parties, of any Confidential Information available to Entrepreneur.

4.2 Breach. Entrepreneur recognizes and acknowledges that irreparable injury or damage shall result to the business of Company in the event of a breach or threatened breach by Entrepreneur of any of the terms or provisions of this Article 4, and Entrepreneur therefore agrees that Company shall be entitled to an injunction restraining Entrepreneur from engaging in any activity constituting such breach or threatened breach. Nothing contained herein shall be construed as prohibiting Company from pursuing any other remedies available to Company at law or in equity for such breach or threatened breach, including, but not limited to, the recovery of damages from Entrepreneur. Entrepreneur further agrees to indemnify Company against any first or third-party claims arising out of Entrepreneur’s breach of this Article 4.

4.3 Survival. Notwithstanding the termination of the employment of Entrepreneur or the termination of this Agreement, the provisions of this Article 4 shall survive and be binding upon Entrepreneur unless a written agreement that specifically refers to the termination of the obligations and covenants of this Article 4 is executed by Company.

Article 5 – Representations and Warranties; Indemnity

5.1 Independent Entrepreneur. Entrepreneur understand and agrees that he is working as an independent contractor for the Company and is not an employee of the Company. Nothing in this Agreement shall be construed as creating a partnership, joint venture or employer-employee relationship between Company (or its owners), on the one hand, and Entrepreneur (and its employees or assistants) on the other hand. Accordingly, neither the

Entrepreneur nor its employees or agents shall not be entitled to receive any of the benefits the Company provides to its employees generally. Entrepreneur shall have no responsibilities to the Company except as specifically provided in this Agreement, and shall have no authority to bind the Company, or to purport to bind the Company, to any representation, understanding or agreement, except with the Company's advance written consent.

5.2 Compliance with Laws. Entrepreneur represents that Entrepreneur is engaged in an independent calling and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services to be performed under this Agreement.

5.3 Taxes. Entrepreneur represents, understands and agrees that he is responsible for payment of his own personal income taxes and withholding taxes to any state, local or federal governing body.

5.4 Insurance. Entrepreneur represents, understands and agrees that he is responsible to obtain the insurance coverages described in Section 3.3 and to pay for the premiums on all such policies.

5.5 Employment Benefits. Entrepreneur represents, understands and agrees that he is not entitled to receive employee benefits in any form from the Company.

5.6 Indemnity. Entrepreneur agrees to indemnify and hold harmless Company, and its members, owners, shareholders and employees, from and against any and all claims, damages, cost and expenses, including reasonable attorney fees and expert fees, to the extent caused by or arising out of (a) the negligent acts or omissions of Entrepreneur or its employees, agents, or, or (b) a breach of any representation or obligation of Entrepreneur under this Agreement. The provisions of this Section shall survive the expiration or termination of this Agreement.

Article 7 – Miscellaneous

7.1 Mediation. Prior to commencing an arbitration, the parties shall submit any dispute arising from or relating to this Agreement to non-binding mediation. If the parties are unable to agree on a mediator, either party may petition the court to appoint a commercial mediation provider such as JAMS, AAA, or ADR Services. The mediation shall be conducted pursuant to the rules of the mediator or mediation service, as the case may be. The mediation shall be conducted in Marin County, or at such other place as the parties may agree. Any party which commences an action or an arbitration in a manner inconsistent with this provision shall be deemed to have elected, by commencing such action, to waive recovery of attorney's fees and costs, regardless of who may be the prevailing party in such dispute.

7.2 Arbitration. Entrepreneur and the Company agree that any and all disputes, claims, or demands in any way arising out of or relating to the terms of this Agreement, Entrepreneur's services with the Company, or the termination of that consulting relationship for any reason (including statutory claims), shall be resolved, to the fullest extent permitted by law, by final, binding and confidential arbitration in San Francisco County, California conducted before a single neutral arbitrator by JAMS, Inc. ("JAMS") or its successor, under the then applicable JAMS Streamlined Arbitration rules and procedures. The parties acknowledge that by agreeing to this arbitration procedure, the parties waive the right to resolve any such dispute, claim or demand through a trial by jury or judge or by administrative proceeding. The parties will have the right to be represented by legal counsel at any arbitration proceeding, at such party's own expense. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be available under applicable law in a court proceeding; and (b) issue a written statement signed by the arbitrator regarding the disposition of each claim and the relief, if any, awarded as to each claim, the reasons for the award, and the arbitrator's essential findings and conclusions on which the award is based. Nothing in this Agreement is intended to prevent the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any arbitration.

7.3 Confidentiality. Except as otherwise required by law, rule, regulation or order, Entrepreneur will maintain in confidence the terms hereof and the transactions contemplated hereby that is not otherwise publicly available, provided, however, that Entrepreneur may disclose any information (i) as necessary or desirable in connection with arranging for financing, (ii) to its respective employees, officers, directors, accountants, attorneys, agents, Entrepreneurs, lenders or other representatives to the extent required to perform their respective duties and obligations, or (iii) as specifically authorized by the Company in writing.

7.4 Complete Agreement. This Agreement supersedes any and all other agreements either oral or in writing, between the parties hereto with respect to the Services to be provided by Consultant to the Company.

7.5 Law Governing Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without resort to the conflict of law principles thereof.

7.6 Attorney's Fees and Costs. If any arbitration or action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

7.7 Waiver. No term or condition of this Agreement shall be deemed to have been waived nor shall there be any estoppel to enforce any of the terms or provisions of this

Agreement except by written instrument of the party charged with such waiver or estoppel. Further, it is agreed that no waiver at any time of any of the terms or provisions of this Agreement shall be construed as a waiver of any of the other terms or provisions of this Agreement and that a waiver at any time of any of the terms or provisions of this Agreement shall not be construed as a waiver at any subsequent time of the same terms or provisions.

7.8 Interpretation. This Agreement will not be construed for nor against any party, and no presumption or burden of proof or persuasion shall be implied by virtue of the fact this Agreement was prepared by or at the request of any party.

7.9 Amendments. No amendment or modification of this Agreement shall be deemed effective unless and until executed in writing by all of the parties.

7.10 Severability and Limitation. All agreements and covenants contained herein are severable and, in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein. Should any court or other legally constituted authority determine that for any such agreement or covenant to be effective that it must be modified to limit its duration or scope, the parties shall consider such agreement or covenant to be amended or modified with respect to duration and scope so as to comply with the orders of any such court or other legally constituted authority, and as to all other portions of such agreement or covenants they shall remain in full force and effect as originally written.

7.11 Headings. All headings set forth in this Agreement are intended for convenience only and shall not control or affect the meaning construction or effect of this Agreement or of any of the provisions thereof.

WARNING: THIS IS A BINDING LEGAL DOCUMENT. IT IS STRONGLY RECOMMENDED THAT YOU CONSULT WITH AN ATTORNEY. ANY FAILURE TO DO SO WILL CONSTITUTE A WAIVER OF ANY EQUITABLE DEFENSES, INCLUDING, BUT NOT LIMITED TO UNCONSCIONABILITY AND ADHESION.

NOTICE: BY CLICKING THE "I AGREE" BUTTON, 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.