

MY M&M'S® CUSTOMIZED PRODUCT AGREEMENT

This Agreement is made between Effem Direct, Incorporated ("Effem") and the buyer identified on the signature page of this Agreement ("Buyer").

I. CUSTOMIZED PRODUCT.

1.1. Customized Product Purchase. Subject to the terms and conditions of this Agreement, Effem hereby agrees to produce and sell to Buyer, and Buyer hereby agrees to purchase from Effem, customized M&M'S® Chocolate Candies bearing text, names and/or marks selected by Buyer ("Buyer Marks"), such customized product (the "Customized Product") more specifically described on **Order #** _____ (the "Order"). Effem will not sell or distribute the Customized Product to any third party without Buyer's express prior written approval. Buyer understands and agrees that the printing process used to apply the Buyer Marks may result in some variability in the Customized Product.

1.2. Use of Customized Product. Buyer will use all Customized Product purchased hereunder solely to promote its own products or services by distributing the Customized Product to its customers and others, at no cost to the recipient, as business gifts or advertising items. In no event will Buyer resell or otherwise transfer the Customized Product. Buyer will not distribute any Customized Product whose packaging or contents are damaged or adulterated or more than 35 weeks after receipt from Effem.

1.3. Repackaging and Advertising. Buyer will not (a) repackage the Customized Product without Effem's express prior written approval or (b) distribute the Customized Product in its original packaging in combination with any other item without Effem's express prior written approval of such combination. Buyer will submit any and all advertising or other promotional materials relating to the Customized Product, to Effem for written approval before release for use or publication. Effem will notify Buyer of its approval or disapproval of such materials as soon as practicable.

1.4. Quality Control. Buyer will handle, store and transport all Customized Product purchased hereunder in accordance with applicable laws and regulations and in a clean and sufficiently odorless environment so that the Customized Product is in no way adulterated.

1.5. Standard Terms and Conditions of Sale. Except as otherwise expressly provided herein, the Customized Product will be furnished to Buyer upon the M&M'S® Brand Store Terms & Conditions, which are set forth on the shop.mms.com website (the "Terms") and incorporated herein by reference. In the event of any conflict between the provisions of this Agreement and the Terms, the provisions of this Agreement will govern.

II. BUYER MARKS.

2.1. License. Buyer hereby grants to Effem a royalty-free, limited, nonexclusive, nontransferable license to use the Buyer Marks upon the Customized Product. No license is granted hereunder for any other use. This license does not include the right to grant sublicenses other than as necessary to permit Effem to acquire printing rolls or other items necessary to produce Customized Product hereunder.

2.2. Buyer Marks Rights. Buyer represents and warrants to Effem that (a) Buyer has the unrestricted right to grant the license described in Paragraph 2.1 above and (b) there are no third party claims challenging the validity or ownership of the Buyer Marks. During the term of this Agreement and thereafter, Buyer will indemnify and hold harmless Effem and its employees, affiliates and agents, from and against any and all claims, suits, damages, liabilities, costs and expenses (including, but not limited to court costs and reasonable attorney fees) arising out of or in connection with any use of the Buyer Marks in accordance with this Agreement.

2.3. Marks Ownership. Buyer recognizes the great value of the goodwill associated with the trademarks M&M'S®, M®, My M&M'S®, M in a Circle Design® and the shape, size, color or image of a lentil with printing (the "M&M'S® Marks") and acknowledges that, as between Effem and Buyer, the M&M'S® Marks and all rights therein and goodwill relating thereto belong exclusively to Effem and/or its affiliates (the "Effem Parties"). Buyer also recognizes the validity of and Effem Parties' ownership of the M&M'S® Marks and agrees that it has not and will not during the term of this Agreement or thereafter, anywhere in the world, either itself or with others, (a) attack the title or any rights of the Effem Parties in and to the M&M'S® Marks, or do anything either by an act of omission or commission which might impair, jeopardize, violate or infringe any of the M&M'S® Marks; (b) claim adversely to the Effem Parties or anyone claiming through the Effem Parties any right, title or interest in or to the M&M'S® Marks; (c) misuse or harm or bring into disrepute the M&M'S® Marks; or (d) register or apply for registration of any of the M&M'S® Marks or any mark which is, in Effem's

reasonable opinion, the same as or confusingly similar to any of the M&M'S® Marks. All use of the Buyer Marks hereunder will inure to the benefit of Buyer; Effem will not acquire any rights of any nature in the Buyer Marks or goodwill therein as a result of its use of the Buyer Marks hereunder. All trademarks and other intellectual property rights relating to the Customized Product (other than the Buyer Marks), including, but not limited to the M&M's Marks, will be and remain the exclusive property of the Effem Parties. Buyer will not acquire any rights of any nature in such trademarks and other intellectual property as a result of its purchase or use of the Customized Product hereunder.

III. MISCELLANEOUS.

3.1. Assignment. This Agreement will be binding upon the parties hereto and their respective successors and permitted assigns. Buyer may not assign any of its rights or obligations hereunder without the express prior written consent of Effem.

3.2. Amendment, Waivers, and Remedies. This Agreement may be amended only by a written document duly signed by both parties. Any waiver by either party of any rights arising from a breach of any covenants or conditions of this Agreement must be in writing and is not to be construed as a continuing waiver of other breaches of the same or different nature or of other covenants or conditions of this Agreement. The failure of either party to insist upon a strict performance of this Agreement, or of any of its terms and conditions, will not be deemed a waiver of any rights or remedies that such party may have. All remedies available for breach of this Agreement are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be deemed an election of such remedy or the exclusion of other remedies.

3.3. Integration. This Agreement, together with the Order and the Terms, is the sole understanding and agreement of the parties hereto with respect to the subject matter thereof and supersedes all other such prior or contemporaneous oral and written agreements and understandings. Each party agrees to execute and deliver such further documents and assurances, if any, as may be required from time to time to give effect to the provisions of this Agreement.

Signed, and delivered as of _____ by a duly authorized representative of each party.

BUYER: _____

EFFEM DIRECT INCORPORATED

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____
(Please Print)

Name: _____
(Please Print)

Title: _____

Title: _____