

Drop Shipping Contract for Sweetsation Therapy

This Drop Shipping Agreement (hereinafter, the "Agreement"), effective as of _____, is made and entered into by and between *Sweetsation Therapy LLC* (hereinafter "Wholesaler"), and _____ (hereinafter, "Retailer").

Retailer wishes to sell and promote the products offered by the Wholesaler on their web site located at: _____ and agrees to give all sales and/or orders resulting from the previously mentioned products solely to Wholesaler without question or reservation. Wholesaler is responsible for paying commissions to the Retailer, in the amount of 25% (not including shipping charges) for all the sales procured.

Term: Retailer and Wholesaler agree that the term of the Agreement shall commence on its above written effective date and shall continue for any period of time for as long as it is mutually agreed between Retailer and Wholesaler.

Cancellation: If Retailer or Wholesaler is not satisfied with the program defined by this agreement, and the results thereof, either party may terminate this agreement by providing a written notice to the other aforementioned party at any time.

Wholesaler's Role: Wholesaler will provide product fulfillment for all sales obtained by Retailer in regards to any images of products supplied by Wholesaler. Wholesaler is not involved in the actual transaction between the Retailer and the Customer. Wholesaler is not the agent of either the Retailer or the Customer. Wholesaler retains all rights to all images of products provided and retains the right to prohibit the use of any and all images provided. Retailer may not use any of the images contained within the provided photos for any other purpose other than to gain sales, which will be given to the Wholesaler. Retailer may not use any images provided in any other medium than the specified website without prior written consent of Wholesaler. Wholesaler's manufacturing facility shall be transparent in the shipping process (i.e. each package sent to the Customer will appear to have come from the Retailer directly).

Billing: At the end of each business day (or per sale) the Retailer has to notify Wholesaler about the transaction and forward the funds. Items will not be shipped until the payment is received by Wholesaler (usually a 24-hour turn around time). At this time Wholesaler prefers payment through _____

Fees and Charges: Wholesaler will provide Retailer with a detailed listing of all items shown in the photos along with, but not limited to, the price they will be charged for each item, shipping amounts and any and all other charges which may be due in affiliation with each item. Wholesaler will also provide Retailer with

the suggested retail price but does not promise or suggest those prices to be the best price for Retailer's web site. Retailer will pay all fees and charges incurred with each item shipped by the Wholesaler directly to the Customer. The price the Retailer charges for each item will be left solely to the Retailer's discretion. The Drop Shipping Fee is as follows: \$1.00 per shipment for the purchases of up to \$10; \$2.00 per shipment for the purchases of up to \$29.00; and \$3.00 per shipment for the purchases of \$30.00 or/and more.

Sales and Tax: Retailer agrees that it is the sole responsibility of Retailer to collect, report, and remit all taxes to the correct tax authority for all business transactions, sales or revenue stemming from the sales of the Wholesaler's products. Retailer further agrees that Wholesaler is not obligated to determine whether a sales tax applies and is not responsible to collect, report, or remit any tax information arising from any transaction involving the images or photos provided.

Return policy: Wholesaler will provide a 30-day return policy during which a Customer may return an item that is in re-sellable condition, unless agreed otherwise prior to return (at their own expense). Skin care can be returned in case of allergy, but not used more than 1/3 of the full size. Wholesaler will also provide a return/refund policy for any damaged or defective items as long as any claims are placed within 14 days of the item being received. Wholesaler will not provide any policy for any claims placed on an item after 30 days of being received.

Bad address: Wholesaler will charge the retailer any and all fees associated with a bad address provided. If the apartment/suite number is not included or a bad postal code is provided and reshipping is required, there will be a re-shipping charge equal to the original shipping charge added to the Retailer's account. There will be a 25% restocking fee for all packages returned to Wholesaler because of a bad address being supplied.

Responsibility: Wholesaler is in no way responsible or liable for the success of the Retailer's website, the accuracy, or legality of its content and operation. Further, the Retailer has independently evaluated the desirability of participating in the Wholesaler's Drop Ship Program and is not relying on any representation, guarantee or statement other than set forth in this agreement.

Right to Modify: Wholesaler retains the right to modify this agreement at any time. Changes will not be retroactive. If any modification is unacceptable to the Retailer, the recourse will be termination of the Retailer's participation in the Wholesaler's Drop Ship Program. Continued participation will constitute acceptance of the modifications.

Non-Payment: Non-payment by Retailer will result in immediate removal from Wholesaler's Drop Ship Program. Legal action will be taken if any payment

reaches 30 days past due. Wholesaler is not responsible for any payment problems between the Retailer and the Customer.

Severability: If any provisions or sections of this agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision or section shall be deemed severed from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

VOID IF ALTERED

Retailer Information:

Company Name: _____

Street Address: _____

City, State, ZIP: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Company Representative: _____

Title: _____

Signature: _____

Date: _____

Wholesaler Information:

Company Name: **Sweetsation Therapy**

Street Address: **135 Yacht Club Way #108**

City, State, ZIP: **Hypoluxo, FL 33462**

Phone Number: **561-248-9933**

Fax Number: **561-585-9002**

Email Address: **natalja.millsap@sweetsationtherapy.com**

Company Representative: **Natalja Millsap**

Title: **President / CEO**

Signature: **Digital. Natalja Millsap**