

## **FULFILLMENT SERVICES AGREEMENT**

### **Section 1 – Identification**

This Fulfillment Service Agreement between COMPANY COMBO, LLC ("VENDOR"), a Florida Limited Liability Company, and CLIENT ("COMPANY") is made for the purpose of setting forth the terms and conditions under which VENDOR will provide product fulfillment services for COMPANY.

The term of this Agreement shall commence on the effective date specified in the COMPANY signature section of this Agreement and shall continue in effect for third days and automatically renew for third days terms, unless and until this Agreement is terminated, during any term, as outlined in Section 4 of this Agreement.

### **Section 2 – VENDOR Activities**

2.A VENDOR will provide inventory storage and order fulfillment services on behalf of COMPANY.

VENDOR will store and then ship the products listed on the order provided by COMPANY.

VENDOR will pick and package products on orders received.

VENDOR will use appropriate packaging material (i.e. bubble mailers or boxes with void fill) at its discretion. A surcharge of 35% will be applied on top of material, tax and its shipping costs.

2.B VENDOR will process, package, and ship all orders within 1 business day of receiving order.

2.C VENDOR will provide COMPANY monthly ledger summarizing all orders received and shipped. This ledger will be provided to COMPANY no more than 10 business days from the end of the prior month.

2.D Unless otherwise notified, VENDOR will ship COMPANY products via United States Postal Service (USPS), United Parcel Service (UPS), Fedex or any of its agents, partners or affiliates.

VENDOR shall utilize stealth postage and delivery confirmation services for every order that these services are available.

2.E VENDOR will not do or permit anything to be done to prejudice the market image of COMPANY.

2.F Confidentiality. VENDOR agrees to treat confidential any and all information provided by COMPANY and shall not disclose or permit to be disclosed any information to any person or entity except employees, agents, and contractors with a need to know in the normal course of their work, or in accordance with state and federal laws and regulations.

VENDOR shall take steps necessary to ensure the confidentiality of said records and information.

VENDOR agrees not to disclose the negotiated rates and/or the compensation payable to VENDOR pursuant to the terms of this Agreement.

2.G VENDOR will provide a WMS – Warehouse Management System – that when possible, will be connected to COMPANY sales platform to be able to process orders and shipping. If the COMPANY's sales platform is not supported by VENDOR's WMS or COMPANY ships from more than one warehouse or uses drop shipping services, VENDOR will provide a web platform where the COMPANY will be able to insert its products and orders.

2.H For the WMS, the first integrated Sales Channel is free of charge. Any additional Sales Channel has a monthly cost of \$35.

### **Section 3 – COMPANY Activities**

3.A COMPANY declare that the warehouse and fulfillment service will be used only for products described on the signup form.

3.B COMPANY will supply each product to VENDOR at the VENDOR address provided by email during the onboarding process.

Dock Hours: Monday to Friday, 9AM to 5PM  
Direct Email: logistics@companycombo.com  
Phone Number: +1 866 428 2030

3.C Any items shipped to VENDOR must include a packing list indicating items in shipments along with quantities of each. Each item has to have its own readable barcode on its box and items must be organized by SKU inside shipping box.

3.D COMPANY is aware that the VENDOR does not provide services for products that needs freeze or cold storage, alcohol, tobacco, drugs or any other material that is not in complying with the American and Floridian laws.

3.E COMPANY is aware that the VENDOR does not work with products not described as "BRAND NEW" and on its original box.

3.F COMPANY is aware that every item received at VENDOR location has to have a unique SKU based on its model and variation.

3.G VENDOR will storage each SKU (item x model) in a separated storage Bin. If the item can't be storage in Bins based on its size or weight, it will be organized on pallets.

3.H COMPANY understands that the access to the warehouse is limited to the VENDOR and that any access by the CLIENT has to be scheduled with at least 72 hours and the approval is subject to the availability of the VENDOR. Due to insurance and tax laws/obligations, the CLIENT is not able to handle or work on its products inside VENDOR's warehouse.

### **Section 4 – Remedies**

This Agreement may be terminated upon fifteen (15) days prior written notice by either party. If termination is cause, a statement shall be given to the breaching party specifying the nature of the material breach and requesting that it be corrected within fifteen (15) days from the written request for corrective action.

If sufficient correction is not made, termination may be immediate.

### **Section 5 – Compensation**

5.A VENDOR will bill COMPANY monthly for prior month's shipping and fulfillment fees. COMPANY will pay VENDOR upon receipt of invoice.

5.B COMPANY will pay VENDOR a monthly fee for inventory storage based on the number of SKUs and space used:

<b>Position Type</b>	<b>Price per position</b>
Regular Bin - 12x6x8 inches	\$1.50
Large Bin - 16x22x12 inches	\$2.50
Pallet Position - 35.31 cubic foot/1 cubic meter	\$25.00

Each SKU needs to be storage in a separate and exclusive Storage Bin or pallet.

Payment of inventory storage is always made in advance to guarantee the availability of space to the COMPANY.

5.D VENDOR will count and inventory all items received for the CLIENT and provide an Inbound Receipt. For this process, CLIENT will pay VENDOR a fee based on the follow schedule:

Monthly Orders	Inventory Receiving Fee	40" Full Container Floor Loaded	20" Full Container Floor Loaded	Special Project
1 to 500	\$0.15/unit	\$650.00/container	\$450.00/container	\$60/hour
501 - 1,000	\$0.15/unit	\$650.00/container	\$450.00/container	\$60/hour
1,001 - 2,500	\$0.12/unit	\$650.00/container	\$450.00/container	\$45/hour
2,501 - 5,000	\$0.10/unit	\$650.00/container	\$450.00/container	\$45/hour
5,001 – 10,000	\$0.10/unit	\$650.00/container	\$450.00/container	\$40/hour
+10,000	CUSTOM	CUSTOM/container	CUSTOM/container	CUSTOM

Special Project: is any additional handling required to process the inventory of products delivered to our warehouse that do not follow the requirements specified at 3.C. The fee listed on "Special Project" column will be charged in increments of 15 minutes.

5.E Fulfillment Service: COMPANY will pay VENDOR the following fees plus packing and shipping costs.

Monthly Orders	1 <sup>st</sup> Item	Each Additional Item	Overweight Item Additional 20Lbs+
1 to 500	\$2.50	\$0.50	\$3.00
501 - 1,000	\$2.25	\$0.50	\$3.00
1,001 - 2,500	\$2.00	\$0.40	\$2.40
2,501 - 5,000	\$1.80	\$0.35	\$2.10
5,001 – 10,000	\$1.50	\$0.30	\$2.10
+10,000	CUSTOM	CUSTOM	CUSTOM

Definition of Fulfillment: VENDOR will keep an item on its inventory and fulfill the orders that COMPANY requests to be processed.

Processing Time: 1 Business Day.

Example of Fulfillment: CLIENT has 50 units of item A on VENDOR's warehouse and request 10 units to be shipped to a client.

5.E Package Forwarding Service: COMPANY will pay VENDOR a fee of \$1 minute with a minimum of \$15 per request for package handling or package consolidation, plus packing and shipping costs.

Definition of Package Forwarding: VENDOR will forward to any other address one or multiple packages of the COMPANY that arrived and were not inventoried following COMPANY's requests.

Processing Time: 2 Business Days.

Example of Package Forwarding: CLIENT receives 3 boxes from a distributor/factory and request VENDOR to forward these boxes to another address.

5.H VENDOR shall charge COMPANY the lowest prevailing shipping rates plus 5% as credit card fees. If VENDOR has discounted rates with couriers and provide this as a benefit for the COMPANY, VENDOR will add a markup of 10% on the shipping cost.

5.I When requested by the COMPANY, VENDOR may include one promotional item provided by the COMPANY on its shipments. COMPANY will pay VENDOR \$0.25 per process.

5.J If COMPANY fails to make the payments to VENDOR, VENDOR may, upon written notice with not less than 30 days to the COMPANY and any other person known by the VENDOR to claim an interest in the Goods, require the removal of any goods. Such notice shall be given to the last known place of business of the person to be notified. If Goods are not removed before the end of the notice period, the Warehouse may sell them in accordance with applicable law.

5.K COMPANY understand and agree to pay to VENDOR a minimum of \$250 per month as inventory storage and handling/fulfillment service. The minimum doesn't include shipping and/or package costs.

## **Section 6 – Miscellaneous**

6.A When importing products from other countries, United States may charge Customs Duties from the COMPANY. When requested by USPS, UPS or FEDEX, VENDER will pay the total amount of the Custom Duties to the Customs and the COMPANY will reimburse the expense plus a processing fee of \$15 plus 5% as credit card fees.

6.B The parties duly acknowledge that this Agreement contains all of the understandings between them. There have been no promises or warranties given or received, except as mentioned in the Agreement. Each of the parties herein mentioned is fully capable and ready to fulfill its commitments under this Agreement.

6.C Both parties hereby agree to indemnify, defend and hold each other harmless from loss, damage or expense arising out of their material breach.

6.D The parties agree to submit any dispute under \$1,000 to binding mediation within thirty (30) days of first notice of the dispute. In the event that the parties cannot resolve a dispute greater than \$1,000 through non-binding mediation, the matter may then be resolved through the use of the court system. Attorney fees and costs may only be charged and awarded if the mediator or court determines that a party has unreasonable failed to mediate a claim or caused unnecessary expense or delay in proceedings.

6.E By accepting this agreement, you choose to waive inventory insurance or to add our location to your insurance policy. VENDOR does not offer insurance over the inventory handle for the CLIENT.

6.F CLIENT agrees that VENDOR's liability for any damage caused to the Goods shall be limited to the actual product value of the Goods, which shall be measured by the original purchase invoice from the manufacturer/supplier with a maximum value of \$100 per unit. VENDOR shall not be liable for any loss or damage to the Goods unless the loss or damage was directly caused by VENDOR's gross negligence or willful misconduct.

6.G This Agreement shall be governed by Florida law.