

## SLJW CONSULTANTS FULFILLMENT AGREEMENT

This FULFILLMENT AGREEMENT (“Agreement”) is entered into and executed on August 10, 2021 (“Effective Date”) between SLJW CONSULTANTS INC, a FLORIDA company, with its principal place of business located at 534 Patrice Place Gardena, CA 90248 further more referred to as (“SLJW”), and \_\_\_\_\_ herein referred to as the “CLIENT” with its principal place of business located at \_\_\_\_\_ services described herein. SLJW and CLIENT are for convenience, SLJW and CLIENT are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

### RECITALS

- A. SLJW is a company engaged in the distribution of products by mail order direct to consumers and through retail outlets and is in the business of providing various fulfillment services more specifically hereinafter defined and identified in **SCHEDULE A** attached hereto and made a part of this Agreement by this reference.
- B. SLJW also provides to various retailers and manufacturers direct-to-customer order manufacturing services (as hereinafter defined) utilizing its CRM and Logistics Systems more specifically identified in **SCHEDULE B** attached hereto and made a part of this Agreement by this reference.
- C. SLJW has warehouse, picking, packing, dispatch facilities and the necessary software, hardware and expertise to offer a complete fulfillment operation to any business wishing to distribute its products. SLJW’s goal is to provide its clients with a complete fulfillment services to ensure that its customers receive goods ordered as quickly and efficiently as reasonably possible.
- D. CLIENT is engaged in the business of selling and/or manufacturing certain product(s) more specifically identified in **SCHEDULE A** attached hereto and made a part of this Agreement by this reference (“Product”).
- E. CLIENT desires to utilize SLJW’s Services and SLJW desires to provide its Services to CLIENT under the terms and conditions set forth in this Agreement.

### AGREEMENT

NOW THEREFORE, in consideration of the above recitals and of the promises, covenants and conditions set forth herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the Parties agree as follows:

1. **RECITALS.** The recitals set forth at the beginning of this Agreement of any matters or facts shall be conclusive proof of their truthfulness and any terms and conditions stated in the recitals, along with any and all schedules attached to this Agreement, shall be incorporated herein and deemed a part of this Agreement by this reference.
2. **SERVICES.** During the Term (as hereinafter defined), SLJW shall provide, or cause to be provided, its services as set forth in this Agreement (“Services”). Specifically, SLJW shall:
  - A. **Facilities.** Provide sufficient space, including dry storage space, at its warehouse (or other suitable location) to receive, store, maintain, package and ship the Product.
  - B. **Personnel.** Provide all personnel to operate its warehouse (or other suitable location) including to receive, store, maintain, package and ship the Product.
  - C. **Security.** Provide customary and adequate security of its warehouse (or other suitable location) for order processing, shipping, packaging and warehousing of the Product.

- D. Safe, Effective & Efficient Packaging. Provide safe, effective and efficient packaging of the Product.
- E. Packaging & Shipping Materials. Provide all packaging and shipping materials.
- F. Records. Provide all inventory, accounting and records systems necessary to maintain records regarding the Product, including the time and manner of shipping, returns and levels of inventory losses due to breakage, defects and spoilage.
- G. Inspect & Report. Inspect all deliveries of the Product and report all claims for damage to the delivering carrier, and report all claims for nonconforming or otherwise unacceptable deliveries from CLIENT.
- H. Count or Inspect. At CLIENT's request, count or inspect selected material in sample quantities determined by CLIENT in order to check for visual defects, quality of reproduction and other variables determined by CLIENT.
- I. Storage conditions. Maintain clean, dry, sanitary, ventilated and orderly storage conditions at its warehouse (or other suitable location).
- J. Additional Services. From time to time hereafter, SLJW and CLIENT may mutually agree upon additional services to be performed by SLJW or modifications to the requirements set forth in this Agreement. Any such additional services or modified requirements shall be approved in writing and thereafter all references in this Agreement to Services shall be deemed to include such additional services or modified requirements.
- K. Confirmation of Product Weight. SLJW shall provide CLIENT with the weight of each Product shipped under this Agreement. Within 3 days of CLIENT's receipt of the Product weight, CLIENT shall provide to SLJW CLIENT's written confirmation of the weight of such Product. Otherwise, CLIENT shall be deemed to agree with SLJW's determination of the weight of such Product and SLJW shall have no responsibility for any damages or loss to CLIENT as a result of any disagreement or error relating to SLJW's determination of the weight of such Product.

From time to time, the configuration of the Product may change. However, CLIENT is solely responsible for notifying SLJW of any changes affecting the weight of any Product shipped under this Agreement. Otherwise, CLIENT shall be deemed to agree with SLJW's determination of the weight of such Product and SLJW shall have no responsibility for any damages or loss to CLIENT as a result of any disagreement or error relating to SLJW's determination of the weight of such Product.

- L. Confirmation of Shipment Weight. SLJW shall provide CLIENT with the final shipment weight of each Product shipped under this Agreement ("Shipment"). Within 3 days of CLIENT's receipt of the Shipment weight, CLIENT shall provide to SLJW CLIENT's written confirmation of the weight of such Shipment. Otherwise, CLIENT shall be deemed to agree with SLJW's determination of the weight of such Shipment and SLJW shall have no responsibility for any damages or loss to CLIENT as a result of any disagreement or error relating to SLJW's determination of the weight of such Shipment.

From time to time, the configuration of the Shipment may change. However, CLIENT is solely responsible for notifying SLJW of any changes affecting the weight of any Shipment shipped under this Agreement. Otherwise, CLIENT shall be deemed to agree with SLJW's determination of the weight of such Shipment and SLJW shall have no responsibility for any damages or loss to CLIENT as a result of any disagreement or error relating to SLJW's determination of the weight of such Shipment.

- M. Rate Quotations. Rates and service quotations provided to CLIENT under this Agreement and by SLJW employees and agents are estimates only and are based upon information provided by the carrier. Final rates and service may vary based upon the shipment actually tendered and the application of the carrier's terms and conditions. SLJW is not liable for, nor will any adjustment, refund or credit of any kind be made, for any discrepancy in any rate or service quotation made prior to the shipment and the rates and other charges for which you are ultimately invoiced by SLJW. For example, for packages equal to or greater than one pound, fractions of a pound or kilogram shall be raised to the next full pound or

kilogram in determining the weight. For international shipments, rates do not include brokerage fees, duties, or taxes where applicable.

### **3. CLIENT PRODUCT.**

A. **Product.** CLIENT shall provide SLJW with sufficient Product to meet the fulfillment requirements under this Agreement. SLJW shall have no liability to CLIENT or any third party for losses caused directly or indirectly by the CLIENT's failure to provide sufficient Product to SLJW necessary for the delivery of the Product. Products to be stored in SLJW's warehouse (or other suitable location) must be approved in writing by SLJW and shall be stored at CLIENT's sole expense.

B. **Shrinkage.** Shrinkage is an uncorrectable negative difference between physical and SLJW's own inventory of the Product. The inventory accuracy standard shall be 99%. If the inventory accuracy is less than 98.5%, SLJW shall reimburse to CLIENT, at CLIENT's actual cost of goods, for the inventory adjustment.

### **4. COMPENSATION AND BILLING.**

A. **Payment Amounts.** CLIENT shall pay SLJW in accordance with the amounts and rates, including any changes in amounts and rates made from time to time, listed in **SCHEDULES C, D and E**, which are attached hereto and made a part of this Agreement by this reference. All SLJW rates are subject to change after 30 days written notice. However, SLJW may change carriers at its sole discretion without any further notice to CLIENT.

B. **Prompt Payment.** CLIENT and SLJW recognize that SLJW depends on the prompt payment of its invoices in order to provide Services at a reasonable price. Therefore, CLIENT shall promptly pay SLJW within THREE (3) calendar days of receiving SLJW's invoice. Further, in order to facilitate CLIENT's prompt payments to SLJW, CLIENT shall have its credit card on file with SLJW at all times. By providing SLJW with its credit card, CLIENT specifically understands and authorizes SLJW to immediately charge CLIENT's credit card on file for all amounts owed to SLJW.

C. **Invoices.** SLJW shall invoice CLIENT weekly. SLJW may immediately suspend its Services if payment of its invoice is not made in a timely manner. CLIENT is required to provide either a credit card number or a bank account number with routing numbers to SLJW and also authorizes SLJW to debit CLIENT's bank or credit card account for the full amount of the invoice for that particular week.

D. **Invoice Disputes.** If CLIENT believes in good faith that the amount of any invoice is incorrect, CLIENT should notify SLJW, in writing, of the disputed amount, within 15 calendar days, and the reasons for such dispute as soon as practicable after the date of the receipt of invoice (each, a "Dispute Notice"). Any failure to notify SLJW of any such discrepancy within 15 calendar days of the date of the invoice in question shall operate as a full and complete waiver of the same on the part of CLIENT. Any and all disputes between the Parties over SLJW invoice shall be treated as Confidential Information as defined in Section 12 below. However, nothing in this Agreement shall prevent a Party from resorting to judicial proceedings if good faith efforts to resolve a dispute have been unsuccessful or if injunctive relief is necessary to prevent serious and irreparable harm to a Party or third parties.

E. **Late Payment.** If an undisputed invoice is not paid in full within THREE (3) calendar days of receiving SLJW's invoice, a finance charge of 2% per month, payable from the date of the invoice, shall be due and payable to SLJW. In addition, if SLJW is forced to file an action against CLIENT and prevails against CLIENT, CLIENT shall indemnify SLJW for its costs, including legal fees and disbursements incurred to collect the unpaid balance of any undisputed invoice.

F. **Failure To Pay.** In the event CLIENT's credit card on file with SLJW is declined or CLIENT fails to pay an undisputed invoice within THREE (3) calendar days of receiving SLJW's invoice, (a) SLJW shall have the right, at its sole discretion, to suspend performance of its Services and (b) CLIENT shall immediately forfeit to SLJW any of the CLIENT's Product and inventory in SLJW's possession until payment has been received by SLJW.

If CLIENT fails to pay any undisputed invoice within THIRTY (30) calendar days of receiving SLJW's invoice, CLIENT specifically authorizes SLJW to remove CLIENT's Product and inventory from SLJW's premises and permanently dispose of CLIENT's Product and inventory at CLIENT's expense without any additional notices owed to CLIENT and without SLJW incurring any liabilities for such removal and disposal. CLIENT shall be solely responsible for any and all costs SLJW incurs for removing and disposing such Product and inventory and reimbursing SLJW for any and all related disposal costs. CLIENT has read this section and specifically agrees to comply with the terms of this section by providing the following

G. Daily Average Sales Amount Requirement. During the Term of this Agreement, CLIENT shall maintain a Daily Average Sales Amount, as defined hereafter. If CLIENT fails to market and maintain a minimum of 75% of the Daily Average Sales Amount, SLJW, at its sole discretion, may provide CLIENT with written notice that CLIENT must remove all of CLIENT's Product and inventory from SLJW's premises within 30 (thirty) days of the date of such notice ("Thirty-Day Notice"). The Daily Average Sales Amount shall be determined based on the average daily sales amounts with the SLJW for 15 consecutive days immediately prior to the date of the Thirty-Day Notice.

If CLIENT fails to remove all of CLIENT's Product and inventory within 30 (thirty) days of the date of the Thirty-Day Notice, CLIENT specifically authorizes SLJW to remove CLIENT's Product and inventory from SLJW's premises and permanently dispose of CLIENT's inventory at CLIENT's expense without SLJW incurring any liabilities for such removal and disposal. CLIENT has read this section and specifically agrees to comply with the terms of this section by providing the following

H. Return to Senders or Undeliverable Packages. If for any reason any CLIENT mail or packages are returned to SLJW or undeliverable ("Return To Senders"), CLIENT understands and agrees to pay for any and all costs for such Return To Senders, which shall be billed to CLIENT on CLIENT's weekly invoices.

5. P.O. BOX. CLIENT shall immediately obtain a local P.O. Box as a return address for CLIENT. CLIENT shall work with SLJW to obtain this P.O. Box as CLIENT is required to list SLJW as its "Freight Forwarder" on this P.O. Box account. Failure to obtain this P.O. Box is a material breach of this Agreement.

6. HOURS OF OPERATION. SLJW shall normally operate the order processing and material warehouse Services contemplated herein, Monday to Friday inclusive from 9:00 a.m. to 6:00 p.m. all year except during the holidays, when Services shall be limited by the availability of postal collections. Weekend working shall be made available on request subject to the costs of \$50 per hour, minimum 4 hours per day for weekend working.

7. AUDIT. No more frequently than twice per year, SLJW shall provide access to its facilities, books and personnel to afford CLIENT an opportunity to perform quality control and confirm SLJW's compliance with CLIENT's quality standards and this Agreement.

8. INSURANCE. During the term of this Agreement, CLIENT shall maintain the following insurance coverage with a financially sound insurance company having an A.M. Best rating of A or better:

A. Commercial general liability insurance, with a combined single limit of not less than One Million Dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury (including death) and property damage; and

B. CLIENT is requested to have all Product liability insurance coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) in the aggregate. However, in lieu of obtaining its own Product liability insurance coverage, SLJW may elect and cause CLIENT's to be added as an additional insured on its policy for a fee, paid in advance prior to product ship to warehouse.

CLIENT shall have SLJW named as an additional named insured on such insurance policies. Proof of such insurance policies shall be delivered to SLJW prior to the EFFECTIVE DATE. Such insurance policies shall have an effective date

no later than the EFFECTIVE DATE. If there exists any claims-made coverage, CLIENT agrees to keep such insurance coverage in effect for a period of five (5) years after the expiration or termination of this AGREEMENT.

**9. STANDARD OF CARE; RISK OF LOSS; DISCLAIMER.**

A. Standard of Care. SLJW shall handle the Product with due care and caution consistent with the customs and practices of the industry and shall use reasonable efforts to prevent loss, damage and theft of the Product while the Product is in the custody of SLJW.

B. Risk of Loss. SLJW agrees to perform the Services set forth in this Agreement in the manner consistent with the customs and practices of the industry. Except as provided in this Agreement, SLJW expressly abrogates any and all other warranties, guarantees or representations. Under no circumstances shall SLJW be liable for any indirect, consequential, incidental, special, punitive and/or exemplary damages for any loss and/or loss of profits or revenue, regardless of whether we knew or should have known of the possibility of such damages, and in no event shall our total cumulative liability, including attorneys' fees, arising out of or relating to this Agreement exceed the total amount of fees paid to SLJW by CLIENT.

C. Disclaimer. Any information SLJW provides to CLIENT about shipping supplements, food products, cosmetics, essential oils, Hemp/CBD, etc. are mere opinions based on SLJW's interpretation of rules and regulations, and past experience with such goods and products. SLJW does not provide any legal advice or assume responsibility or liability for any refusals and/or penalties that may occur in any domestic and foreign countries when shipping goods and products. For official approval on the shipment of any goods or products, CLIENT has the sole responsibility to comply with all domestic and foreign laws and contact the appropriate domestic or foreign governmental agencies for information and guidance on the proper shipment of all goods and products.

**10. INDEMNIFICATION AGAINST CLAIMS BY THIRD PARTIES RELATING TO THE PRODUCT OR SERVICES.** CLIENT agrees that it shall indemnify SLJW, its officers, directors, employees and agents from and against all claims, damages, including reasonable attorney's fees and expenses, fines and penalties awarded and payable to third parties of any kind arising out of or relating to the Agreement and the content of, or defects in, the Product, except to the extent that any such damages are due to the actions of SLJW and CLIENT agree that this Section shall survive the termination of this Agreement.

**11. TERM & TERMINATION OF AGREEMENT.**

A. Term. The term of this Agreement shall be twelve months commencing on the Effective Date of this Agreement and shall automatically renew for successive one-year terms thereafter, unless terminated as noted below.

B. Termination. This Agreement may be terminated by either Party upon 30 days' written notice to the other and may be terminated without notice by SLJW upon the failure of CLIENT to pay any undisputed amount of any invoice. Upon such termination and SLJW's receipt of full and final payment for any outstanding amounts owed by CLIENT, SLJW shall return all stock, inventory and records pertaining to order processing and warehousing in a format agreed by the Parties. CLIENT shall pay costs of packing, freight and insurance on any such return. SLJW reserves the right to sell CLIENT's stock and inventory to cover any outstanding amounts owed by CLIENT if fails to make full and final payment for any such outstanding amounts.

C. Bankruptcy. Either Party shall have the right to terminate this Agreement immediately in the event that the other Party files a petition in bankruptcy, is adjudicated bankrupt or makes an assignment for the benefit of creditors.

D. Breach. CLIENT shall have the right to terminate this Agreement in the event that SLJW fails to provide its Services for reasons within SLJW's control and where CLIENT's business is materially affected. Such termination may take place only after SLJW has received written notice of any deficient Services and had 15 business days to cure such deficiency.

E. Orders Suspended. In the event of a termination or as otherwise specified hereunder, SLJW shall suspend its performance on any CLIENT orders in progress except for those that SLJW has already received a payment in full from CLIENT to process.

## 12. CONFIDENTIAL INFORMATION.

A. Definition. “Confidential Information” means invoice disputes (as discussed in Section 4D above) and information disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”), which information (i) is technical information, inventions, techniques, documentation, processes, formulae, rates, pricing, customer lists or know-how; (ii) gives the Disclosing Party a competitive advantage (or the opportunity of obtaining such advantage), or that otherwise constitutes a trade secret; or (iii) is marked as “proprietary” or “confidential” (or with a similar legend). Financial, account and other CLIENT information collected by SLJW shall constitute Confidential Information of CLIENT. For purposes of this Agreement, Confidential Information shall also mean to include any and all disputes between the Parties that may arise as a result of this Agreement including, but not limited to, disputes over any SLJW invoices.

B. Exclusions. Notwithstanding the foregoing, Confidential Information does not include information to the extent that such information, (i) was in the public domain or was generally available to the public at the time of disclosure by the Disclosing Party; (ii) enters the public domain or becomes generally available to the public without violation of this Agreement by the Receiving Party; (iii) was known to the Receiving Party, without restriction as to use or disclosure, at the time of the disclosure; (iv) is independently developed by the Receiving Party without use of or reference to Confidential Information; or (v) becomes known to the Receiving Party from a third party without breach of this Agreement by the Receiving Party and otherwise does not violate the Disclosing Party’s rights.

C. Obligations. The Receiving Party shall not disclose to any third party any Confidential Information without the Disclosing Party’s express written consent; provided that the Receiving Party may disclose such Confidential Information to its responsible employees, subcontractors and consultants that have a bona fide need to know such Confidential Information in order to carry out the Receiving Party’s obligations under this Agreement. The Receiving Party shall not use Confidential Information except to carry out its obligations under this Agreement. The Receiving Party shall use reasonable care to keep secret Confidential Information, which degree of care shall in no event be less than the security precautions it uses to protect its own Confidential Information of like importance. Upon the Disclosing Party’s request, the Receiving Party shall promptly return or destroy, as directed, all Confidential Information in the Receiving Party’s possession or control. If the Receiving Party is required by law to disclose Confidential Information of the Disclosing Party, the Receiving Party shall notify the Disclosing Party of the request to disclose such Confidential Information as soon as possible and use its best efforts to afford the Disclosing Party an opportunity to oppose such disclosure request or obtain a protective order.

13. INTELLECTUAL PROPERTY. Any and all intellectual property shall remain the sole and exclusive property of the Party providing the same, with the exception that CLIENT grants to SLJW a limited license to use CLIENT’s intellectual property, as necessary, to fulfill the terms and conditions of this Agreement.

## 14. GENERAL PROVISIONS.

A. Assignment; Binding Nature. This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors and permitted assigns. No Party may assign its rights hereunder without the express written consent of the other Party. Any assignee must agree, in writing, to abide by the terms and conditions of this Agreement and that the Assigning Party shall continue to remain primarily liable for all obligations under this Agreement.

B. Waiver, Amendment, Modification. No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any Party of any default in performance by the other Party under this Agreement or of any breach or series of breaches by any other Party of any of the terms or conditions of this Agreement shall constitute a waiver of any subsequent default in performance under this Agreement or any subsequent breach of any terms or conditions of that Agreement. Performance of any obligation

required of a Party under this Agreement may be waived only by a written waiver signed by a duly authorized officer of the other two Parties, and that waiver shall be effective only with respect to the specific obligation described in that waiver.

C. Cumulative Rights. Any specific right or remedy provided in this Agreement shall not be exclusive but shall be cumulative upon all other rights and remedies set forth in this section and allowed under applicable law.

D. Force Majeure. No Party shall be deemed in default of this Agreement to the extent that performance of its obligations, or attempts to cure any breach, are delayed or prevented by reason of circumstance beyond its reasonable control, including, without limitation, delays caused by third parties, fire, natural disaster, earthquake, accident, terrorism or other acts of God (“Force Majeure”), provided that the Party seeking to delay its performance gives the other Party written notice of any such Force Majeure within 15 days after the discovery of the Force Majeure, and further provided that such Party uses its good faith efforts to cure the Force Majeure. If there is a Force Majeure, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure.

E. Independent Contractor Status. This Agreement does not constitute a hiring by either Party. It is the intention of the Parties hereto that SLJW, is acting as an independent contractor and shall not be considered a partner, employee, joint venturer, agent of or for or any other relationship other than that of an independent contractor.

F. No Party Deemed The Author Of This Agreement. Should it be determined by any court or any arbitrator that one or more provisions of this Agreement are vague, ambiguous or uncertain, interpretation shall be made without reference to any presumptions or rules of construction related to the identity of the Party that drafted this Agreement or the provision. The Parties recognize, agree and acknowledge that the consent to this Agreement by each Party is freely and voluntarily given, without duress or undue influence being exercised by any Party.

G. Independent Counsel. CLIENT specifically agrees, understands, and acknowledges that CLIENT is entitled to consult with independent counsel before executing this Agreement. Furthermore, CLIENT has had the opportunity to seek the advice of an independent counsel, or if CLIENT has failed to seek such advice, CLIENT is voluntarily waiving that opportunity at this time.

H. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida and, by affixing their signatures thereto, the Parties do irrevocably submit themselves to the venue and jurisdiction of the State and Federal Courts of the State of Florida, Miami-Dade County.

I. Attorneys’ Fees. If a Party is required to retain the services of any attorney to enforce or otherwise litigate or defend any matter or claim arising out of, relating to or in connection with this Agreement, then the prevailing Party shall be entitled to recover from the other Party, in addition to any other relief awarded or granted, its reasonable costs and expenses (including, without limitation, attorneys’ fees, arbitration fees and costs and/or court costs) incurred in the proceeding. The prevailing Party shall be determined by comparing the amount awarded, including interest (if any), with the last settlement position of the respective Parties. Offers or demands prior to the last settlement position shall not be considered.

J. Severability. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms. Without limiting the previous, it is expressly understood and agreed that each and every provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, indemnity, confidentiality and/or exclusion of damages is intended by the Parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy under this Agreement is determined to have failed of its essential purpose; all other limitations of liability and exclusion of damages set forth in this Agreement shall remain in full force and effect.

K. Counterparts. The Agreement may be executed in any number of counterparts, and each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute one and the same agreement.

L. Notices. All notices, demands or consents required or permitted under this Agreement shall be in writing and shall be delivered or mailed certified return receipt requested to the respective Parties at the addresses set forth above or at such other address as such Party shall specify to the other Parties in writing. Any notice required or permitted to be given by the provisions of this Agreement shall be conclusively deemed to have been received on the day it is delivered to that Party by post with Acknowledgment of Receipt or by any commercial courier providing equivalent acknowledgment of receipt.

M. Captions & Headings. Captions and section headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing it.

N. Obligations Joint and Several. The obligations of the CLIENT, if more than one person and/or entity, shall be joint and several, which means that each person shall be wholly and fully responsible to meet the obligations of CLIENT as set out in this Agreement.

O. Continuing Obligations. The termination of this Agreement shall not affect any rights or obligations accruing prior thereto or any continuing obligations of the Parties hereunder.

P. Entire Agreement. The Parties acknowledge that this Agreement expresses their entire understanding and Agreement, and that there have been no warranties, representations, covenants or understandings made by any Party to the other except such as are expressly set forth in this Agreement. The Parties further acknowledge that this Agreement supersedes, terminates and otherwise renders null and void any and all prior agreements or contracts, whether written or oral, entered into between or among the Parties with respect to the matters expressly set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date set forth opposite the Party's name, effective, however, as of the Effective Date above.

**SLJW: SLJW FULFILLMENT INC**

By: \_\_\_\_\_  
Steve Lee

Title: Vice President of Operations  
Date: 8/10/2021

**CLIENT**

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Date: 8/10/2021

\_\_\_\_\_  
Print Name



**SCHEDULE A**  
“DESCRIPTION OF PRODUCT(S)”

CLIENT: \_\_\_\_\_

Warehouse: 534 Patrice Place Gardena, CA 90248

PRODUCT(S): Please list all actual products, inserts, components, devices, and any other materials that will be packed and shipped. If you have this information in another format, please email to [sales@saphelife.com](mailto:sales@saphelife.com)

Product List \_\_\_\_\_

cont. \_\_\_\_\_

cont. \_\_\_\_\_

cont. \_\_\_\_\_

cont. \_\_\_\_\_

cont. \_\_\_\_\_

cont. \_\_\_\_\_

cont. \_\_\_\_\_

cont. \_\_\_\_\_

cont. \_\_\_\_\_

cont. \_\_\_\_\_

cont. \_\_\_\_\_

cont. \_\_\_\_\_

cont. \_\_\_\_\_

cont. \_\_\_\_\_

The SCOPE of Services provided by SLJW is based on CLIENT’S handling of the credit card processing & customer service work and SLJW’s handling pick, pack and ship, storage and any relabeling work. Additional work can be quoted as needed.

**SCHEDULE B**  
**CRM SYSTEM**

SLJW FULFILLMENT will utilize CRM to record inventory transaction, order information, shipping information, payment information, and return information for the CAMPAIGN. SLJW FULFILLMENT will maintain reasonable safeguards to protect against the destruction, loss, theft, disclosure, or alteration of data stored in CRM. CLIENT acknowledges that SLJW FULFILLMENT is not responsible for orders not being processed as a result of order information not being provided according to the agreed-upon protocol, timeframe, or format. SLJW FULFILLMENT will grant CLIENT access to CRM in connection with the services to be provided by SLJW FULFILLMENT for the CAMPAIGN and to allow CLIENT to access certain information for the CAMPAIGN, subject to the CRM License Agreement. CLIENT has examined and tested CRM and found that the standard features and reports of CRM are sufficient to meet CLIENT's needs for the CAMPAIGN. CLIENT recognizes and agrees that CRM may have different features and reports from other CRM systems in use today, but that CRM meets all of CLIENT's needs. CLIENT acknowledges that CRM is still in its initial development stage. CLIENT is provided with access to CRM on an "As Is" basis and that SLJW FULFILLMENT hereby disclaims any and all warranties, express or implied. CLIENT expressly acknowledges that CRM may have limitations as to what further programming may be available. Nonetheless, CLIENT agrees that standard programming or reports will be subject to a charge of \$110.00/hour ("Standard Reports"). Requests for customized programming or reports will be subject to a charge mutually agreed upon by the Parties but shall be no less than \$110.00/hour for any such customized programming or reports ("Customized Reports"). Furthermore, SLJW FULFILLMENT does not guarantee or warrant the accuracy of the data contained in CRM or the reporting that is being made available. CLIENT agrees that its use of CRM <sup>TM</sup> is at its sole risk and that CLIENT expressly and generally releases SLJW FULFILLMENT for and in connection with any claims relating to CLIENT's use of or data contained in CRM. During the TERM of this AGREEMENT, SLJW FULFILLMENT will make certain information available to CLIENT in connection with the services being provided by SLJW FULFILLMENT for the CAMPAIGN. CLIENT acknowledges that absent other arrangements being made with SLJW FULFILLMENT in writing, information for any particular order will only be made available CLIENT for a period of sixty (60) days from the date of the order. CLIENT agrees that upon the termination or expiration of this AGREEMENT, SLJW FULFILLMENT shall not be obligated to retain any data or records for the CAMPAIGN for more than six (6) months. In any case, CLIENT agrees that upon termination or expiration of this AGREEMENT, or after the application of the time frames mentioned above CLIENT is responsible for payment of all costs and expenses, including costs for required IT personnel at the rate of \$185.50/hour, required to restore and/or retrieve CAMPAIGN information and SLJW FULFILLMENT shall only be obligated to retrieve and make available such CAMPAIGN information upon CLIENT's depositing the amount reasonably anticipated by SLJW FULFILLMENT to be incurred in connection with retrieving such CAMPAIGN information. CLIENT acknowledges that the data in CRM is updated constantly, i.e. it is not static, as a result, identical queries and reports run for the same periods, but at different times, may yield different results. CLIENT also acknowledges that CLIENT, CLIENT's agents, and certain third parties as authorized by CLIENT may be given access to view and modify information related to CLIENT, CUSTOMERS, and the CAMPAIGN. As a result, SLJW FULFILLMENT will not be responsible for the information and data in CRM relating to CLIENT, CUSTOMERS, and the CAMPAIGN.

**SCHEDULE C  
FULFILLMENT RATES**

| <b>Fulfillment: includes one insert, packing slip, shipping label, standard jiffy #0/#2**</b> | <b>0-499</b>                     | <b>500-999</b>                        | <b>1000-1999</b>                    | <b>2000-2999</b>               | <b>3000- more</b>                        |
|---|----------------------------------|---------------------------------------|-------------------------------------|--------------------------------|--|
| <b>all rates are in US dollars per item</b>   | \$1.45                           | \$1.35                                | \$1.25                              | \$1.15                         | \$1.05                                   |
| <b>EACH Pick</b>  | \$0.75                           |                                       |                                     |                                |  |
| <b>Product preparation FEE for Box assembly</b>   | \$0.25                           |                                       |                                     |                                |  |
| <b>Additional inserts</b>   | \$0.25                           |                                       |                                     |                                |  |
| <b>Kitting/Custom Labeling/unboxing/bubble wrapping/custom boxing</b>                         | \$0.45                           |                                       |                                     |                                |  |
| <b>rates are per item</b>   |                                  |                                       |                                     |                                |  |
| <b>Labeling</b>   | \$0.20                           |                                       |                                     |                                |  |
| <b>Return Services</b>  | \$2.50                           |                                       |                                     |                                |  |
| <b>Includes Unpacking, restocking, quarantine, per item</b>                                   |                                  |                                       |                                     |                                |  |
| <b>Rejected orders</b>  | \$3.25                           |                                       |                                     |                                |  |
| <b>orders that need address correction/research</b>   |                                  |                                       |                                     |                                |  |
| <b>Monthly Pallet Storage</b>   | \$45.00                          |                                       |                                     |                                |  |
| <b>per pallet per month</b>   |                                  |                                       |                                     |                                |  |
| <b>Inactive or stale goods &gt; 30 days</b>   | \$150.00                         |                                       |                                     |                                |  |
| <b>per pallet per month</b>   |                                  |                                       |                                     |                                |  |
| <b>Shipping Deposit</b>   | \$1,500                          |                                       |                                     |                                |  |
| <b>Set up per hr. (max 3 hours)</b>   | \$75                             |                                       |                                     |                                |  |
| <b>USPS Firm Caller Box Registration</b>  |                                  |                                       |                                     |                                |  |
| <b>Gardena, CA</b>  | \$695.00                         |                                       |                                     |                                |  |
| <b>Materials</b>  |                                  |                                       |                                     |                                |  |
| <b>boxes, poly bags, tape, shrink wrap, bubble wrap ETC</b>                                   | TBD                              | TBD                                   | TBD                                 | TBD                            | TBD                                      |
| <b>Receiving</b>  | \$175<br>Box/Truck<br>Palletized | \$350<br>Box/Truck<br>loose<br>loaded | \$350<br>53FT Trailer<br>palletized | \$650<br>53FT Trailer<br>Loose | \$350/\$450<br>20FT/40ft Loose<br>loaded |

Shopping Cart Maintenance Fee: \$75 per shopping cart per month

\*Padded Kraft will incur an additional charge

\*\*AMAZON FBA Shipments @ \$75 an hour (2 Hour Minimum). AMAZON Self Fulfilled @ above Pick Pack rates

**SCHEDULE D & E**  
**SHIPPING RATES**

SLJW PROVIDES THE FOLLOWING POSTAL CARRIERS USPS AND FEDEX. EACH PRODUCT WILL BE WEIGHTED AND EXAMPLES OF POSTAGE NEEDED TO DELIVER PRODUCT TO CLIENT'S CUSTOMER WILL BE PROVIDED IN EXCEL WORKSHEET.