

CONTRACT FOR SOURCING SERVICES

This agreement is made and entered into on (DATE): _____, between Dropship Agent Co and _____ (herein referred to as the "Client").

Now, therefore, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client and Dropship Agent Co agree as follows:

1. Dropship Agent Co and Client agree to allow Dropship Agent Co to source and automate the fulfillment process of the store owned by Client at a rate of 70% of the net difference saved. For the clients whose products cannot be sourced at a lower price, Dropship Agent Co and Client agree to allow Dropship Agent Co to source and automate the fulfillment process of the store owned by Client at a flat rate of \$1.00 per unit. Payouts will occur whenever scheduled based on the day the client receives the invoice sent by Dropship Agent Co. The name of the Client (subject to name change later with no fluctuation or change in this contract) is: (Client) _____
2. Client understands that orders received on its behalf shall not be processed until product invoices have been paid and the agreed sourcing fee paid in full to Dropship Agent Co.
3. Client agrees to a \$300 non-refundable initiation & installment fee to cover any warehouse inventory space and labor costs.
4. The Client understands that Dropship Agent Co shall use its reasonable efforts at all times to manage, source and fulfill orders on behalf of the Client at all times. Dropship Agent Co shall not be liable to the Client for any loss or damages or in the event the Client's store performs below expectations, is terminated, or has a bad performance during the term of this Agreement.
5. Term: this Agreement shall commence on the date first above written and continue in full force until terminated by either Parties. In the event the Client wishes to terminate this Agreement, it shall provide Dropship Agent Co with a fourteen (14) days prior written notice so that Dropship Agent Co can notify its supplier to terminate orders of inventory on behalf of the Client.
6. Client acknowledges and agrees that all oral and written materials exchanged relating to this contract, Dropship Agent Co sourcing and fulfillment automation, and Dropship Agent Co's are to be held as strictly confidential. Said material shall not be disclosed to any other third party without other parties' prior written approval, unless; the disclosed materials are required by law; or materials relating to these transactions are disclosed to

the parties' legal consultants or financial advisors. Disclosure of confidential information by Client or by any individual related to Client will subject Client to immediate liability.

7. No waiver of any provision of this agreement shall be deemed, or all shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
8. This contract encompasses the entire Agreement of the parties and there are no other agreements, oral or written.
9. This agreement may not be modified or amended except in writing with the same degree of formality with which this contract has been executed
10. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and constructed in accordance with, the laws of the State of California. The parties agree to submit to the exclusive jurisdiction and venue of any state or federal court sitting in San Diego, California. Once the contract is validated, a refund option becomes void under scheduling conflict due to time involved.

Executed:

DROPSHIP AGENT CO

CLIENT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title