

## **GOURMET BASKET VENDOR AGREEMENT (“THE AGREEMENT”)**

Welcome to Gourmet Basket, Inc. (“Gourmet-Basket.com”, “Gourmet Basket,” “GB”, or “the Site”), a California corporation and our selling services (“Services”). By using GB’s Site, companies or individuals (“Vendor”, “You”, or “Your”) agree to be legally bound by all GB policies and terms and conditions in this Agreement. GB reserves the right, at its sole discretion, to change any Agreement terms and conditions and policies at any time. Changes will be accessible by logging into Your Vendor Account. Acceptance of this Agreement and GB policies is considered binding after a Vendor’s Shoppe has been on GB’s site for seven days without written objection. GB will inform you in advance of the launch date of Your Shoppe.

GB reserves the right to alter its policies at any time. If alterations constitute a material change GB will notify you via email to your Vendor Account address. What constitutes a "material change" will be determined at GB’s sole discretion. Vendor’s use of the Site after GB posts changes constitutes acceptance of changes. If Vendor disagrees with any change to this Agreement or a GB policy, you should (1) inform GB about specific objections and (2) discontinue use of the Site until a mutual agreement is reached.

### **I. GOURMET BASKET’S ROLE, DUTIES, RESPONSIBILITIES, RIGHTS AND OBLIGATIONS**

A. GB is an internet platform for vendors to offer and sell food products and related items listed in a unique individual Vendor Shoppe on the Site created by GB gratis, where customers can purchase your products at a price mutually agreed upon by GB and Vendor.

B. GB offers the Site and Services “as is” and makes no warranties or representations of any kind, implied or statutory. GB and its representatives disclaim any implied warranty of title, performance, merchantability, fitness for a particular purpose and non-infringement. No information or advice, written or oral, obtained by vendor from GB shall create any warranty.

C. GB’s services can be used only by individuals who are 18 years or older and who can enter into legally binding contracts under applicable law, as stated in its Customer Policy. GB does not prescreen customers, ask them for proof or guarantee the age, identity, nationality or any other personal information.

D. You agree that GB is not directly legally involved in the transaction between a customer and a Vendor. When purchasing items, a customer contracts with a Vendor using GB’s platform. GB is neither a party to any transaction between a vendor and a customer nor an agent of either and has no authority to act for or represent either the customer or Vendor for any purpose.

E. Since GB maintains no warehouse, Vendor agrees to drop ship items purchased directly to GB’s customers. GB’s computer will email customers’ orders to Vendor with the following paperwork: purchase order packing slip with shipping address; item numbers, descriptions and quantities of each item; total weight based on Vendor’s data,

and shipping labels. Vendors must email GB copies of the completed packing slips with shipping date and tracking number so customers can track shipments online.

F. GB is not legally responsible or liable for:

1. Vendor-customer transactions, and provides no guarantee that transactions will be completed. Vendor acknowledges GB has no legal responsibility for the quality, safety, morality or legality of items listed in your Shoppe; the truth or accuracy of listings; or your ability, legal or otherwise, to sell items; nor do we have a legal obligation to research and determine the quality of products or truth of statements about your products.
2. negative reviews or comments by customers or bloggers of your products. GB may, but is not obligated to, remove objectionable content.
3. interrupted access to the Site caused by factors outside GB's control, nor is GB responsible or liable for damages or losses from interrupted access and/or problems with the Site's operation outside GB's control,
4. outside website, third party or hacker re-posting any of GB's or Vendor's content on the Site. Should such an occurrence take place, Vendor will hold GB harmless for any dispute concerning such event or use of your content.

G. GB at its sole discretion has the right

1. to ownership of the Site and to determine the content, appearance, design, functionality and all other aspects of the Site and the Services, including the right to re-design, modify, remove and alter the content, appearance, design, functionality, and all other aspects of the Site and the Service and any element, aspect, portion or feature thereof;
2. to delay, suspend, or reject the Vendor's offering, or require the Vendor to remove or not to list products that may be unlawful, mislabeled or objectionable, inaccurately listed or already well represented on the Site;
3. but not the obligation to monitor any activity and content associated with the Site. GB can investigate any complaints or violations of GB's policies including, but not limited to, product reviews, listings and purchase transactions and take any appropriate action. Action may include, but is not limited to, issuing warnings, suspension or termination of services or removal of materials on the Site. GB has absolute discretion to remove, screen, or edit any Vendor account or content that violates GP policy or is otherwise objectionable.
4. but not the obligation to report fraudulent Vendor activity to appropriate law enforcement officials, regulators, or other third parties, when there is suspicion that any law or regulation may be violated. To cooperate with governmental requests and, protect and ensure the integrity and operation of GB's systems, business, customers', and Vendors' rights, GB may access and disclose any information it considers

necessary or appropriate, including but not limited to customer contact details, IP addressing and traffic information, usage history, and posted content.

5. to withhold for inquiry, deny processing, restrict shipping destinations, stop and/or cancel any Vendor transaction at any time without liability. Vendor agrees to stop and/or cancel orders at GB's request, and, even if you have transferred products to the applicable carrier, you will use commercially reasonable means to stop and/or cancel delivery by such shippers. Any customer order that GB stops or cancels will receive a refund for which the Vendor is responsible.

6. without notice to refuse service, to suspend or terminate any Vendor and/or Customer account for any reason (see III. TERMINATION)

H. Vendor agrees GB is not liable or responsible for the availability of online websites or resources linked to, referenced on the Site or any damage or loss caused by the use of or reliance on any such content, product or services available or through any such websites or resources. Vendor also agrees GB does not endorse and is not liable for any items, product content, advertising or other materials on or accessible from such websites or resources.

## **II. VENDOR'S DUTIES, RESPONSIBILITIES, RIGHTS AND OBLIGATIONS**

A. GB must approve Vendors wishing to offer products and reserves the right to refuse approval or provide service to a Vendor for any reason at our sole discretion.

B. Vendor agrees

1. not to use GB's intellectual property including but not limited to our domain or corporate name, graphics, logos, page headers, icons, scripts, service names, content, appearance, design, functionality or trade dress, which are protected by U.S. and international trademark, copyright and other international property laws, and all other aspects of the Site and the Services in any manner that (a) could cause confusion about ownership or anything else or (b) disparages or discredits GB. All software used in the operation of GB is the property of GB or its software vendors, protected by U.S. and international laws.

2. not to use any items, data, text, information of any kind, -- including customer names and contact information, usernames, graphics, images, photographs, profiles, audio, video, items, or links --- posted by GB, other vendors, or third parties on GB's Site unless authorized in writing by GB, Vendor or the third party.

3. that you alone are responsible for determining which state and/or local sales, use, or other taxes apply to transactions on GB's Site; to inform GB of applicable tax rates and conditions of food and related products for shipments within or outside of the state; and to report and remit the correct tax to appropriate authorities.

4. to warrant that your business and goods comply with GB policies and this Vendor Agreement and that you have the legal right and ability to sell all your listed products. All

sales are binding and you have the duty to complete transactions with any customer who meets Vendor's terms at the price and shipping rate listed in your Shoppe. You must update and maintain inventory of items in your online Shoppe and inform GB of outages. Product information provided to GB and any modifications made by GB and approved by you is Vendor's sole responsibility and must be accurate, current, complete and neither misleading nor deceptive in any manner.

5. to follow all labeling and all other legal requirements in connection with the preparation and sale of food products both in your jurisdiction and in the jurisdiction of all customers who purchase your products.

6. you are solely responsible for the conduct and activities relating to Your Shoppe and for all content you submit about the Site. You are responsible for creating and enforcing reasonable Shoppe policies that comply with GB Site-wide policies, including shipping and returns. GB will post these policies in your Shoppe. You may use GB's Standard Shipping Policy and Return Policy, add information to GB's Standard Policies or state your own policies. GB reserves the right to review and approve any policy in your Shoppe and to request modifications. You may change your policies by submitting modifications to GB, who will review and authorize them at GB's sole discretion.

7. although GB claims no ownership rights to your content, you grant GB consent to use content concerning your products and business on GB's Site. You grant GB a non-exclusive, worldwide, perpetual, royalty-free license with sub-licensable rights in any media with respect to your content including all copyright, trademark, publicity, and database rights solely to enable GB to use information or content you supply for your Shoppe.

8. to allow GB to store, reformat, enhance and/or alter your content on GB's Site and display it in any manner GB chooses with your final approval, including content submitted by you or by GB customers.

9. there are risks associated with Internet transactions and matters involving domestic and international trade. You agree to accept such risks and (1) exercise caution and common sense and practice safe selling when using GB's Site and (2) hold harmless GB and GB's representatives from legal claims, suits, responsibility or liability for all acts or omissions of customers using the Site.

10. that by posting content on the Site, unrelated third parties may seek to repost your content somewhere else on the web. Vendor will hold GB harmless for any dispute concerning this third-party use. If you display your GB-hosted images on another website other than those Sites now on the Net, the images must provide a link back to our Site.

11. that you may not use or add GB customer information to your email, mail or customer list or any other database. You may only use personal customer information, including email address and shipping information, obtained by you from sales transactions to complete the sales transaction unless prior written permission is

obtained from GB.

12. to provide GB a certificate of liability insurance provided by a carrier(s) with an A.M. Best Company rating of at least A- with the certificate showing at least one million (\$1,000,000) combined single limit for bodily injury and property damage. You must give GB at least thirty (30) days prior written notice by the insurer for any material modification, cancellation or termination of coverage.

13. You will comply with all:

a. appropriate local, regional, state and federal policies relating to business practices and operate with all appropriate licenses and permits and conform to all necessary health and safety codes to produce, package, pack, ship and sell products within and outside your state through the Internet. GB bears no responsibility for ensuring that a Vendor is or remains in compliance with all applicable legal business requirements, health or safety codes mentioned herein.

b. applicable legal requirements to sell items in your Shoppe, local laws regarding online conduct, GB's policies in this Agreement, Privacy Policy and [laws](#) and regulations regarding food expiration dates. GB will automatically refund any customer purchase relating to expired dates and charge the refund for cost of the item plus freight to the offending Vendor.

c. Vendor must accurately provide descriptions of each listed item and terms of sale in your online Shoppe. For products in your Vendor's Shoppe, you shall not:

1. use claims that are false, inaccurate, misleading, or fraudulent. Vendor must not be involved in the sale of illegal, counterfeit or stolen items or infringe upon any third party's copyright, patent, trademark, trade secret or other proprietary or intellectual property rights or rights of publicity or privacy.

2. violate this Agreement, any site policy or community guidelines, or any applicable law, statute, ordinance or regulation (including, but not limited to, those governing, consumer protection or false advertising).

3. contain items identified by the FDA or any other government agency as hazardous to consumers and, therefore, subject to a recall.

4. list any item on the Site or consummate any transaction using GB's Services that could either cause GB to violate any applicable law, statute, ordinance or regulation, or that violates the terms of this Agreement or any GB policies.

### **III. TERMINATION**

A. Vendor may terminate involvement in GB's Site at any time by e-mailing GB at [info@GourmetBasket.com](mailto:info@GourmetBasket.com) to notify us of your desire to end your Agreement.

B. GB can, at its sole discretion and without notice, refuse service, suspend or

terminate any vendor and/or customer account for any reason including, but not limited to:

1. excessive customer complaints or returns of Vendor products.
2. failure to update, maintain and inform GB about inventory that may result in needless sales of out-of-stock items.
3. inability to respond to customer requests in a timely manner.
4. excessive credit card charge backs, or continued inactivity of an account.
5. providing false or misleading claims for or in descriptions of products.
6. engaging in any prohibited activities listed in this Agreement.
7. using, without GB permission by GB, any customer name or contact information, placing such information on your own sales list or list of any kind, or contacting GB's customers directly for any reason other than to obtain necessary information regarding orders processed by GB on the Site.

C. If fee cannot be fulfilled for any reason, Vendor is obligated to pay GB for any fees incurred prior to the effective date of the termination plus penalties, if applicable. Upon termination of Vendor's Account, all pending orders will be deemed instantly canceled. GB reserves the right to offset against any payments to you, a sum sufficient to cover charge backs, refunds and other debts you may owe GB from your account for a 3-month period. At the end of this period, GB will refund, without interest, the remaining amount not used to offset what you owe GB. Vendor

If GB terminates your account, if you close your account, or if a payment of a transaction authorizes GB to use any method to seek further payment from you by any lawful means. GB has the right at its sole discretion and without notice to refuse service, to suspend or terminate any vendor compensation, including the debiting of bank accounts or credit cards.

D. You may contact GB if you have questions or wish to dispute a charge.

#### **IV. SETTING UP A VENDOR SHOPPE**

A. To join and have GB set up a gratis online Vendor Shoppe to display and sell goods on the Site, you must complete our online Vendor Shoppe Application and provide all requested documents and images.

B. After you are approved to establish a Shoppe, GB will select the products to be listed in your Shoppe. Once the Shoppe is active, items may add or delete with GB's written permission.

C. You must set up an individual Vendor Account to engage in and document business

and financial transactions with GB. You can use your Vendor Account to access your signed Vendor Agreement, GB's policy and Agreement changes and your financial accounts listing GB's payments. You are responsible for keeping your Vendor Account information up-to-date and accurate at all times.

D. For Shipping, Vendor agrees:

1. to use reasonable shipping method based on the type of product being shipped and not to charge undue shipping and handling fees, which must be reasonable and competitive.
2. to supply shipping policies, including any handling prices to GB. If shipping is calculated by product weight, you must provide accurate shipping weights of each product and your calculation methods for determining shipping charges. If it is based on purchase amounts, you must supply us with that information.
3. to notify GB immediately if there is a discrepancy between the shipping weight on GB's invoice and the actual shipping weight, so that the information can be immediately changed. Since freight charges are calculated using Vendor's information GB reserves the right to charge Vendor the difference in freight charges if the discrepancy results from your having given GB inaccurate weights.
4. to complete the customer transaction in a prompt manner and to promptly email GB shipping documents and related information showing the date, customer address, quantity of each item, and weight and freight cost of each shipment.

F. For Pricing, Vendor Agrees:

1. to provide GB fixed pricing information for all items listed, and to complete all transactions as described by this Agreement. All sales are binding.
2. that sales price of each item or multiples of each item on in the GB Vendor Shoppe are at or below the price of the same item(s) sold on the Vendor's official site. This includes any special sales or discounts; promotions listed with purchases; discounts or elimination of shipping charges; or promotional prices for buying any multiples of an item. If you list special prices of any kind on your own official web site, you must notify GB in advance and offer the same pricing for your Vendor Shoppe as long as that discount applies on your own site. GB defines "price of each item" as the amount payable by a customer as it appears when you list the product in your Shoppe on the Site. This price excludes the cost of shipping and sales taxes, unless discounts on these items are also listed with special prices elsewhere.
3. to promptly inform GB in writing of changes in negotiated costs or sales prices, to be mutually agreed upon by GB and Vendor.
4. to assure that listed price in each description is an accurate description of the sale. You may not alter the item's price after a sale, misrepresent the item's location or use another account to alter a sale in any way.

G. Selling items “off-site” to a GB Customer once a transaction has been completed on the GB Site is a violation of this Agreement and may be cause for suspension or termination of the Vendor Account.

H. For Information Control, Vendor agrees

1. to provide accurate and verifiable business and personal information when registering, maintaining, updating and changing Vendor information.
2. to not impersonate any person or business entity, use a false personal or business name or name for which Vendor is not authorized, which violates state and federal laws.
3. to authorize GB to verify your information, including updated information, to obtain credit or other reports, and to approve and maintain ongoing participation in the Site.

I. For Maintaining Security of your Vendor Account, you agree to:

1. choose a password to access your Vendor Account, use GB Services, and routinely review your completed transactions.
2. maintain your password’s security and assure it is not given to any unauthorized third parties. GB is not responsible or liable for any loss or damage or act taken using your password or for any activity, liability and damage resulting from your failure to maintain its confidentiality and security.
3. immediately notify GB of any unauthorized use of your password or any breach of security. If your password is compromised, GB will look into a possible breach of GB’s system and you must choose a new password.
4. not transfer, assign or sell your account or your password to another party without GB’s written consent.

J. Should You wish to offer suggestions about GB’s policies, procedures, activities or transactions or dispute them in any way, please contact GB by email or phone.

## **V. FEES, PAYMENT AND REFUNDS**

A. GB charges either a negotiated percentage commission fee on sales or a fee defined as the difference between GB’s total selling price and the total wholesale cost price given to GB by the Vendor, plus a \$0.50 (fifty cent) transaction fee for any credit card transaction. Fees are levied and collected after the order is shipped. GB’s negotiated fees or commissions are calculated using the final selling price of each transaction and does not include applicable sales tax or shipping charges unless part of a special promotion agreed to in advance by both parties. Unless changed with adequate notice, transactions will be administered using the fees and payment terms in effect on the date of sale of each item. Fees and payment terms in this Agreement may vary in the future.



B. GB will mail check payments on the 1st and 15th of the month to Vendor's designated mailing address. Outstanding balances will include all payments GB received from Customers' credit card transactions minus commission fees, refunds, previous credit card charge backs and/or other adjustments. Completed orders making up these payments can be accessed in your password- accessed Vendor Account.

C. Vendors agree to GB's Customer Service Policies as stated in Vendor Registration, or submit their own policy to be approved by GB. GB will reimburse dissatisfied customers on a case-by- case basis. GB has the right to seek reimbursement payments from Vendors if GB finds: items were not shipped promptly or in accordance with shipping policy stated in your Vendor's Shoppe; products were found to be defective or unsatisfactory; GB receives multiple charge backs from customers' credit card issuers; or there are erroneous or duplicate transactions. GB will obtain these reimbursements by making deductions from future payments to vendor. GB promises fairness with this policy.

D. Sensitive vendor and customer financial information, such as credit card and bank account numbers, will be stored by a third-party payment processor (server) of our choice. All generalized Vendor notices will be sent by email and posted on the Site. Those of a very sensitive nature will be emailed directly to Vendors at the email address in GB's records. We encourage Vendors to check for GB's emails on a regular basis.

## **VI. DISPUTE RESOLUTION & RELEASE**

A. GB is not the agent for Vendors or customers, and will not act as either party's agent in connection with resolving any disputes between the parties, including disputes related to or arising out of any transaction. If a dispute arises between one or more parties, each party agrees to release and indemnify GB and all our representatives and agents, (the "Indemnified Parties") from any and all claims, suits, demands, liabilities and damages (including reasonable attorney's fees and court costs), actual, consequential and punitive, of every kind and nature, known and unknown, disclosed and undisclosed, arising out of or in any way connected with such disputes.

B. Customers will initially be asked to contact Vendors for product inquiries and resolution of disputes. We urge both Vendors and customers to cooperate to resolve disputes.

C. For the benefit of our customers, we may try to help mediate disputes at our sole discretion, but we have no obligation to resolve disputes between Vendor and others. If we elect to help mediate a dispute, we will do so in good faith based solely on our policies. We are not obligated or qualified to make judgments regarding legal issues or claims, but we reserve the right to do so in our absolute and sole discretion. Any such judgment shall be final and binding on a Vendor.

D. For disputes with GB, please contact us by email or phone and state your disagreements.

## **VII. PRIVACY & USE OF INFORMATION**

A. Vendor acknowledges that you have read the Privacy Policy. We have the right to change it at any time, and it is your responsibility to check it regularly for changes in your Vendor Account.

B. Vendor agrees that you and your affiliates will not disclose, pass on or use order information or other data you acquire from GB except to comply with this Agreement or complete transactions performed for GB. If you provide information to others to complete your transactions with GB, you must ensure that recipients use the information only for that purpose and comply with limitations of use of that information. You can use other information you obtain separately, even if it is identical to GB's transaction information, provided you do not intentionally target communications to GB's customers.

C. You understand that personally identifiable information about you, including your feedback and your email address, may be displayed on the Site and viewed by customers. Except as provided in our Privacy Policy, we will not sell or disclose Vendor's personal information without your explicit consent. We store and processes content on computers located in the United States that are protected by physical as well as technological security.

#### **VIII. LIMITATIONS ON WARRANTY AND LIABILITY; INDMENITY**

A. GB AND ITS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS SPECIFICALLY DISCLAIM ANY WARRANTIES, IMPLIED OR STATUTORY OF TITLE, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE AND NON-

INFRINGEMENT. NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM GB SHALL CREATE ANY WARRANTY. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO VENDOR. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

B. Vendor warrants and represents that all the products you offered in your Shoppe are correctly and adequately described, safe for their intended use and/or consumption by customers, and will be shipped to customer using a reasonable shipping method based on the type of product being shipped.

C. In no event shall GB and its, officers, directors, employees, agents, attorneys, and staff be liable for any damages of any kind, including without limitation direct, indirect, general, special, incidental, punitive, and consequential damages, arising out of or in connection with this Agreement; Vendor's conduct or the conduct of your officers, directors, agents, employees or anyone else acting on Your behalf, in using the Site and the Services; the inability to use the Site or Services; or damages resulting from any items, products or Services purchased or obtained or messages received or transactions entered into through the Site and/or Services with GB.

D. VENDOR AGREES TO INDEMNIFY AND HOLD GB AND (AS APPLICABLE) THE

INDEMNIFIED PARTIES HARMLESS FROM ANY CLAIM, SUIT, LIABILITY OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS, MADE BY ANY PARTY OR ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR BREACH OF THIS AGREEMENT AND THE DOCUMENTS IT INCORPORATES BY REFERENCE, VENDOR'S USE OF THE SERVICES OR YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF ANOTHER PARTY.

E. In addition, without limitation, and to the maximum extent allowable by applicable law, you agree to indemnify and hold harmless GB and the Indemnified Parties from all claims, actions and/or liability resulting from personal injury and/or death resulting from, or arising out of, a Customer's use or consumption of products provided by you through the Site or in connection with the Services.

## **IX. MISCELLANEOUS PROVISIONS**

**A. Applicable Law.** The laws of the state of California govern this Agreement and all its terms and conditions. Any dispute with GB or its affiliates relating to these terms and conditions or Vendor's use of the Services shall be adjudicated in a state or federal court in Los Angeles County, California, and you consent to exclusive jurisdiction and venue in such courts.

**B. Severability.** In the event that any provision of this Agreement is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without such provision, provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any party.

**C. No Agency.** Vendor and GB are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is created by this Agreement.

**D. Entire Agreement.** This Vendor Agreement, including terms and conditions incorporated herein by reference, and the general terms and conditions of the Site, including but not limited to the Privacy Policy and Terms of Use constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes and cancels all prior agreements, claims, representations, and understandings of the parties in connection with the subject matter hereof.

**F. Survival.** Sections IB (Warranty), IB (Site Ownership), IIB(1), (2), (9) and (10) (Content License and Intellectual Property), IIB(12)(b) (Customer Refunds), IIC(4) (Vendor Content and Behavior), IIIC (Funds Due on Termination), IIIG (Selling Offsite), V (Fees, Payments & Refunds), VIA (Dispute Resolution and Release), VIIB (Privacy and Use of Information), VIII (Limitations on Warranty and Liability; Indemnity), IXA (Applicable Law), IXB (Severability) and IXC (No Agency) shall survive any termination or expiration of this Agreement.

**G. Notices.** Except as explicitly stated otherwise, any notices shall be given by email to [info@Gourmet-Basket.com](mailto:info@Gourmet-Basket.com) or by postal mail to Gourmet Basket, Inc., 4066 W. 7th

Street, Los Angeles, CA 90005. We will send notices to Vendor's email address provided at registration or when you update information. Notice shall be deemed given 24 hours after email is sent, unless we are notified that the email address is invalid. We may give you notice by certified mail, to the address provided to us for which notice will be deemed given three days after the date of mailing.

**Gourmet-Basket.com Vendor Agreement  
Signature Page**

The undersigned, \_\_\_\_\_, does hereby certify that he/she is the  
(name)  
\_\_\_\_\_ of \_\_\_\_\_ (the  
"Company"), a  
(office/title) \_\_\_\_\_ (legal business name)  
\_\_\_\_\_ business/corporation, and that he/she is authorized and  
empowered  
(state)  
to negotiate, enter into and execute in the name and on behalf of the Company this  
Vendor Agreement.

IN WITNESS THEREOF, the undersigned has executed approval of this Agreement on  
the date below:

_____ (name & office)	_____ (date)
_____	
_____ (name & office)	_____ (date)
_____	
_____ (name & office)	_____ (date)

DBA (Doing Business As)

This is to certify that the below named person, partnership, limited liability company or  
corporation conducts or transacts business under a Fictitious Name in

\_\_\_\_\_  
(city)  
\_\_\_\_\_, \_\_\_\_\_. 1) The Fictitious Name of the Business is :  
(county) (state)

\_\_\_\_\_. 2) The business is owned  
by:

\_\_\_\_\_.  
(Identify entity type, e.g. sole proprietor, corporation, LLC, partnership, etc.)

_____ (name)	_____ (date)
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