

**BuyBoxExperts**  
**Service Agreement**

THIS AGREEMENT ("The Agreement") is entered into as of **03 / 15 / 2021** (the "Effective Date"), between Buy Box Experts LLC, a Utah limited liability company, with its principal place of business located at 1172 W 700 N #200, Lindon, UT 84042 (herein "BBE"), and **Company Test 6** (herein "Client") with a principal place of business located at **1234 Street View, City, Utah, 890765** collectively "The Parties" and individually a "Party".

Whereas Client wishes to engage BBE to provide the services described herein (the "Services") and further described and defined on the attached Service Order or Addendum(s) (The "Addendum(s)") and in exchange for valuable consideration, the Parties hereby agree to the following terms:

1. **SERVICES TO BE PERFORMED:** BBE agrees to provide certain services as spelled out in Addendum(s) that may include one or more of the following: Marketplace Optimization, Listing Optimization, Advertising Services, Consulting Services, and/or Channel Management services as defined in those Addendums.
2. **PAYMENT:** In consideration of and for compensation of BBE's performance of these Services, Client agrees to pay service fees as described below and as per the specific terms listed in the Addendum(s).
  - a. Work will commence after execution of this Agreement by both Parties and upon receipt of payment from the Client of the first month's fees.
  - b. The first full month of service is due upon signing this Agreement. Service will begin upon receipt of the first payment. Monthly recurring charges will happen on the same day each month thereafter.
  - c. Any base fees or monthly recurring fees are due by the first of the month and are paid in advance for the coming month in which the services are to be performed. Any fees related to usage, commissions on sales generated during the month, and reimbursements for expenses incurred during the month will be billed to Client by BBE in arrears on the next billing cycle or at the end of that calendar month per the terms on the Addendum(s).
  - d. All services rendered by the Company are provided on a non-refundable basis. This includes, but is not limited to, setup fees, monthly fees, one-time service fees, regardless of usage.
  - e. Late payments may be subject to interest of up to 2% per month unless that rate is limited by law to a lower amount.
  - f. Late payment may be subject to being turned over to 3rd party collections companies. The Client will be responsible for paying any and all fees associated with the collection of unpaid balances owed to BBE by Client including 3rd party collections agency fees, attorney fees, late fees, etc.
3. **TERM:** The term of this Agreement is **18 Months** or as specified in attached addendum(s) for the services listed in that/those Addendum(s), effective as of the date of Client signature below. This Agreement will automatically renew for the same period unless terminated as outlined below.
4. **TERMINATION:** This Agreement may be terminated by one or more of the following:
  - a. At the end of Term: Either Party gives written notice of termination 30 days prior to the end of any renewal period of this Agreement.
  - b. Mutual Agreement: By mutual agreement of the Parties, in writing.
  - c. Opportunity to Cure: In the event that either Party (the "Notifying Party") believes that the other Party (the "Responding Party") is in breach of a material term of this Agreement, the Responding Party shall have thirty (30) days from receipt of written notice from the Notifying Party to cure the breach. Upon

initiating the 30 day cure period, the Parties shall mutually agree in good faith to an objective standard by which to measure whether the breach has been cured prior to the end of the 30 day period. If at the end of the 30 days, the objective criteria have not been met, then the Notifying Party may terminate this Agreement.

d. Immediately by non-defaulting Party: The agreement may be terminated immediately by the non-defaulting Party if any of the following occurs:

- i. If the other Party fails to strictly comply with the provisions in this Agreement relating to Confidentiality, Solicitation of the other Party's employees or makes an assignment in violation of this Agreement;
- ii. If the Client fails to pay the Service fees or becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors;
- iii. If the other Party files a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended; or
- iv. If such a petition is filed by any 3rd party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

5. **DISCLAIMER OF WARRANTIES:** BBE MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF RELIABILITY, USEFULNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THOSE ARISING FROM THE COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. BBE DOES NOT GUARANTEE SERVICE RESULTS. THE PERFORMANCE OF BBE SERVICES RELIES UPON ACCESS TO AMAZON'S NETWORKS, ONLINE MARKETPLACE, DATA SITES, WEB SERVICES, CLOUD COMPUTING, CUSTOMER PORTALS, SYSTEMS AND SERVERS (COLLECTIVELY "AMAZON'S NETWORK"). BBE MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SECURITY, RELIABILITY, ACCESS, HOSTING, CONNECTIVITY, RELIABILITY OR AVAILABILITY OF AMAZON'S NETWORK, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF RELIABILITY, USEFULNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THOSE ARISING FROM THE COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. BBE DOES NOT GUARANTEE, IN ANY MANNER, AMAZON'S NETWORK.

By signing this Agreement, the Client acknowledges that BBE does not own or govern the actions of any online marketplace. The Client also acknowledges that due to fluctuations in the relative competitiveness of some search terms within a given marketplace, recurring changes in the search algorithms, and other competitive factors, it is impossible to guarantee, and BBE does not guarantee product search or advertising rankings.

6. **LIMITATIONS OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE, USE, DATA OR DIMINUTION IN VALUE ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, BBE WILL NOT BE CUMULATIVELY LIABLE TO CLIENT FOR AN AMOUNT GREATER THAN THE AMOUNT PAID BY CLIENT TO BBE IN THE PRECEDING 30 DAY PERIOD; AND CLIENT WILL NOT BE CUMULATIVELY LIABLE TO BBE FOR AN AMOUNT GREATER THAN THE SUM OF (i) ALL AMOUNTS PAID BY CLIENT TO BBE IN THE PRECEDING 30 DAY PERIOD, AND (ii) ALL OUTSTANDING AMOUNTS DUE (WHETHER INVOICED OR NOT) FROM CLIENT TO BBE. THE PROVISIONS OF THIS SECTION ARE MUTUAL LIMITATIONS TO ALLOCATE RISKS AMONG

COMMERCIAL PARTIES, EACH IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS SET FORTH ELSEWHERE IN THIS AGREEMENT, AND EACH WILL SURVIVE AND APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY.

7. **CONFIDENTIALITY:** The Parties acknowledge that, in the course of performing the responsibilities and obligations under this Agreement, they each may be exposed to or acquire information that is confidential and/or proprietary to the other Party (the "Confidential Information"). The Parties agree to hold such Confidential Information as defined in this paragraph or Addendum(s) in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give, or otherwise disclose such information to third parties, other than affiliates, agents, or contractors who are under the same confidentiality obligations to either of the Parties as defined herein or to use such information for any purpose whatsoever, without the express written permission of the other Party, other than for the provision of services hereunder.
- a. The Parties shall use their reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of any Confidential Information and will safeguard the confidentiality of all such Confidential Information with at least the same degree of care as each would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care.
  - b. The Parties agree to advise each of their employees, agents, contractors, and representatives of their obligations to keep and protect such Confidential Information.
  - c. Without limitation of the foregoing, the Parties shall use reasonable efforts to advise each other immediately in the event that a Party learns or has reason to believe that any person who has access to Confidential Information has violated or intends to violate the terms of this Agreement, and will reasonably cooperate in seeking injunctive relief against any such person.
  - d. The terms of this Agreement shall remain confidential.
  - e. Confidential Information shall not include information which:
    - i. at the time disclosed or obtained is in the public domain;
    - ii. after being disclosed or obtained becomes part of the public domain through no act, omission, or fault of a party or its personnel;
    - iii. was in the other party's possession at the time of disclosure or receipt and was not acquired, directly or indirectly, under an obligation of confidence; or
    - iv. the party demonstrates that the Confidential Information was received by it from a third party after the time it was disclosed or obtained hereunder and was not acquired by the third party, directly or indirectly, from the party or from the personnel of the party under an obligation of confidence hereunder.
  - f. The duties in this paragraph and sub-paragraphs shall survive the termination of this Agreement for a period of two (2) years.
8. **INTELLECTUAL PROPERTY:**
- a. BBE Property. As between BBE and Client, all right, title, and interest in and to the business information, specifications, sourced text, copy, prose, infographics, keywords, sales information, software, systems, data, files, drawings, artwork, images, licenses, proposals or materials used, developed, or created by BBE or provided by BBE to Client in the course of performance hereunder, excluding the Deliverables, are and shall remain at all times in BBE ("BBE Property"). Client agrees to promptly return any BBE Property on the termination of this Agreement. Prior to returning the BBE Property, Client is prohibited from creating any copies.
  - b. Deliverables & Client's Property. BBE shall render Services and deliver the finished work product,

reports and other deliverables, including without limitation, final versions of creatives, artwork, written text copy, infographics, keywords, documentation, etc. required to be created and delivered by BBE (collectively, "Deliverables") in accordance with this Agreement. For clarity, the Deliverables only include the finished work product and final versions delivered by BBE and shall not include any drafts, work-in-progress, partial or incomplete work, modifications, revisions or variations, files, images and materials not included in the finished Deliverables, all such materials shall not be considered and do not qualify as works made for hire. Except as set forth in this section, all right, title, and interest in and to all Deliverables, including all rights in copyrights or other intellectual property rights pertaining thereto, shall be held by Client, and all Deliverables shall be considered "works made for hire" by BBE for the benefit of Client BBE hereby assigns, transfers, and conveys to Client all right, title, and interest in all such Deliverables. As between Client and BBE, all right, title, and interest in and to all software, systems, data or materials provided by Client to BBE in the course of performing Services are and shall remain at all times in Client.

- c. In order to perform Services, BBE may require access to Client's name, brands, logos, trade names, trademarks, trade dress, domain names, photography, images, infographics, written text, keywords, sales information or other information or copyrighted materials of Client ("Client Materials"). Client hereby grants to BBE a non-exclusive, non-transferable, internal-use license during the term of this Agreement, to use the Client Materials solely as required by BBE to perform Services, and to share such Client Materials solely with those BBE employees with a need to know, and in all instances, in strict accordance with the confidentiality provisions herein. During and after the term of this Agreement Client hereby grants unto BBE a non-exclusive, non-transferable, limited, royalty-free license to use the Deliverables and Client Materials for internal use and marketing purposes, and other purposes approved in writing by Client, provided that any Deliverables or Client Materials used for marketing purposes will be clearly and properly identified as the copyrighted property of Client.

- 9. **NON-SOLICITATION:** Notwithstanding any other provision of this Agreement, for a period of one (1) year following the termination or expiration of this Agreement, neither Party shall solicit for employment, or advise or recommend to any other person that such other person solicit for employment, any person on the project team or any person employed or under contract (whether as a consultant, employee or otherwise) by or to either Party without the prior written consent of the other Party.

- 10. **MISCELLANEOUS PROVISIONS:** The Parties agree to the following provisions:

- a. **Entire Agreement:** This Agreement and the attached Addendum(s) constitutes the entire Agreement between the Parties and supersedes any prior written or oral agreements concerning the subject matter contained herein, except where the Parties may have a separate Non-Disclosure Agreement ("NDA"), in which case such NDA may be deemed to be incorporated into this Agreement. In the event that the terms of this Agreement and such NDA are in conflict, this Agreement shall prevail. This Agreement may be amended only by the written consent of the Parties.
- b. **Severability:** If any provision of this Agreement or its addenda is found to be illegal, void, or unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions of this Agreement.
- c. **No Agency / Partnership:** Nothing in this Agreement will be construed as creating a partnership, joint ventures, agency, employer/employee relationship, or legal representation by one Party for or with the Other. Neither Party is authorized to hold itself out to any 3rd party as an authorized representative of the other Party or to have any authority to make any statements, representations, or commitments of any kind or to take any action that is binding on the other, except as provided for in this Agreement or authorized in writing separately by the Party to be bound.
- d. **Waiver:** Failure by either Party to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right in full or in part. No waiver of any breach or default of this Agreement by any Party hereto shall be considered to be a waiver of any other breach or default of this Agreement.

- e. **Counterparts:** This Agreement may be executed in any number of counterparts, all of which will constitute a single Agreement. Facsimile or electronic signatures will have the same force and effect as original signatures. Any modification of or amendment to any provision contained in this Agreement will be effective only if the modification or amendment is in writing and signed by both Parties.
- f. **Inconsistencies:** In the event of any inconsistency between this Agreement and any invoice or ordering document, the terms and conditions of this Agreement will control.
- g. **Notices:** Any notices pertaining to this Agreement shall be in writing and shall be transmitted by personal hand delivery, fax, or email, to an officer or director of the Party, or through the facilities of the United States Post Office, certified mail, return receipt requested, or next-day delivery service, to the contact information included on the signature page of this Agreement. Notices given by mail or next day delivery service shall be deemed to have been delivered on the day such notice is deposited or delivered to the carrier or mail service.
- h. **Assignment:** Neither Party may assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other Party, which may be withheld in its sole discretion; provided, however, that either Party may, without the consent of the other Party, assign its rights under this Agreement if such assignment is to a successor of the assigning Party by consolidation, merger, or operation of law, or to a purchaser of all or substantially all of the assigning Party's assets. Any attempted transfer or assignment of this Agreement without the prior written consent of the other Party will be null and void ab initio. This Agreement will be binding upon and will inure to the benefit of the permitted successors and assigns of each Party to this Agreement.
- i. **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of the State of Utah. The appropriate venue for any legal action shall be in state or federal courts located in Salt Lake City, Utah having jurisdiction over the matter in dispute and each such party agrees to voluntarily appear in such forum and submit to its jurisdiction and agrees to not complain as to its convenience. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.
- j. **Force Majeure:** BBE shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of BBE including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Client shall be entitled to give notice in writing to BBE to suspend this Agreement until BBE may resume performing this Agreement.
- k. **Captions:** Titles or paragraph headings in this Agreement or any Addenda are solely for convenience of reference and are not intended and shall not be deemed to modify, explain or place any construction on any provision of this Agreement

**IN WITNESS WHEREOF**, the undersigned have executed and delivered this Agreement.

Company: **Buy Box Experts**

Company: **Company Test 6**



Signature:

A handwritten signature in black ink, appearing to read 'Thaddaeus Hay'.

Printed Name:

**Thaddaeus Hay**

Title:

**Chief Revenue Officer**

Date:

**03 / 05 / 2021**

Address:

**1172 W 700 N #200 Lindon,  
UT 84042**

Signature:

Printed Name:

**Ivan Ramirez**

Title:

**Team**

Date:

Address:

**1234 Street View, City, Utah,  
890765**



## Service Order / Statement Of Work

This addendum (the "Addendum") is hereby incorporated into the agreement ("The Agreement") between **Buy Box Experts ("BBE") and Company Test 6 ("Client")**, collectively "The Parties" and individually a "Party" that was **signed by the Parties on 03 / 15 / 2021**. Both Parties hereby agree to incorporate the following terms regarding the delivery of services to their existing Agreement. In the event that any terms between the Agreement and this addendum are in conflict, the terms in this Addendum will prevail, otherwise, the remainder of the Agreement remains in force and applies to this Addendum as if it were part of the original Agreement.

### PRICING TERMS AND RATES / SERVICE ORDER

The Parties agree to the following pricing terms and payment schedules as listed here and further defined under the Payment Terms section of the Agreement.

#### Monthly Retainer

Monthly fee for the main Amazon marketplace as a retainer for services. This retainer is billed in advance for the month in which services are to be rendered.

\$5,000.00

#### Primary Amazon Marketplace

Amazon.de

#### Sales Commission

Sales billed in arrears for the prior month in which sales were made on the account and calculated as follows:

Type	Description	Rev Share %	Sales Threshold
% Of Incremental Sales	A percentage of all Managed Channel Sales (retail dollars, net customer returns) for all sales over the sales threshold each month through the Amazon Seller Central and Vendor Central account(s) that BBE manages for Client.	3	\$20,000

#### Standard Services

The following services will be provided to Client as part of the Monthly Retainer.

Service Components		
Expert Strategy and Consultation (AGS)	Strategic Plan (Audit, SWOT Analysis, Critical Issues)	Weekly Call
Listing Optimization - Content	Listing Optimization - Design	Listing Creation

Listing Compliance	Brand Registry Consultation	Catalog Management and Organization
Seller Performance Consultation	Reporting	Holiday and Seasonal Preparation
Promotion Planning and Support	Advertising Management	[Seller] Account Management
Review Strategy	Total Managed Ad Spend	Channel Governance Consultation

### Additional Monthly Services

The following additional monthly services will be provided to Client in addition to the Monthly Retainer.

Service	Service Fee
Customer Support	\$1500 /month
Logistics Management	\$1500 /month
Amazon.fr	\$1500 /month
Amazon.nl	\$1500 /month
Amazon.co.jp	\$1500 /month
Total	\$7,500
Variable Monthly Services	
Inventory Reconciliation	25% of recovered \$s

### Additional One Time Services

The following additional monthly services will be provided to Client as a one time service in addition to the Monthly Retainer and any Additional Monthly services.

Quantity	Service	Service Fee	Total Service Fee
1	A+ Content	\$1000 /month	\$1000
1	Infographics	\$1000 /month	\$1000
1	Product Inserts	\$1500 /month	\$1500





1	Listing Copy	\$1000 /month	\$1000
1	Amazon Brand Style Guide	\$1500 /month	\$1500
1	Amazon Store Package Basic	\$1500 /month	\$1500
Total			\$7,500

#### Other Services

The client will be responsible for and pay directly to Amazon and/or other third-party service providers associated with managing their Amazon account all fees for maintaining their sales on Amazon. These fees may include, but are not limited to, shipping to distribution centers, commission and selling fees, inventory storage costs and agreed upon advertising expense, costs of inventory management software, product review and feedback solicitation (i.e., Amazon VINE), customer service support in languages other than English, re-pricing and other related software or 3PL service, legal fees payable to 3rd party lawyers associated with Channel clean-up and gating, product sampling, test purchases/buys, etc.

#### Additional Services Not Included

The following services are not part of this agreement, but can be purchased after signing by working with your Buy Box Experts Brand Growth Strategist or Sales Representative.

Service	Service Type
DSP Advertising	Monthly



## Addendum

This addendum (the "Addendum") is hereby incorporated into the agreement ("The Agreement") between Buy Box Experts ("BBE") and **Company Test 6** ("Client"), collectively "The Parties" and individually a "Party" that was signed by the Parties on **03 / 15 / 2021**. Both Parties hereby agree to incorporate the following terms regarding the delivery of services to their existing Agreement. In the event that any terms between the Agreement and this addendum are in conflict, the terms in this Addendum will prevail, otherwise, the remainder of the Agreement remains in force and applies to this Addendum as if it were part of the original Agreement.

**IN WITNESS WHEREOF**, the undersigned have executed and delivered this Agreement.

Company: **Buy Box Experts**

Signature: 

Printed Name: **Thaddaeus Hay**

Date: **03 / 05 / 2021**

Company: **Company Test 6**

Signature:

Printed Name: **Ivan Ramirez**

Date: