

AGREEMENT FOR ORDER FULFILLMENT AND SHIPPING AUTHORIZATION

This Agreement ("Agreement") is made and entered into by and between **Starman Inc.** (hereinafter referred to as "Party A") and **Jacky Gates** (hereinafter referred to as "Party B"), collectively referred to as the "Parties," to establish the terms and conditions under which Party B will fulfill and ship orders placed on Party A's independent e-commerce website.

1. SHIPPING METHOD AND COSTS

- The default shipping method for all orders will be USPS Priority Service.
- Party A will cover the shipping costs for all orders.
- Party B is required to provide Party A with a shipping cost receipt or proof for each order.
- The commission for each order will be calculated and paid once the customer has received their goods, through Party A's U.S. business account.

2. COMMISSION STRUCTURE

- For orders of 1-9 units, the commission will be **13%** of the total sales amount.
- For orders of 10 units or more, the commission will remain at **12%** of the total sales amount.

3. ORDER FULFILLMENT REQUIREMENTS

- Party B agrees to ship the goods as per the customer's order address promptly.
- If an order is not shipped within 24 hours, the commission will be reduced to **13%** of the sales amount.
- If an order is not shipped within 48 hours, the commission will be reduced to **12%** of the sales amount.
- If an order is not shipped within 72 hours, the commission will be reduced to **11%** of the sales amount.
- If an order is not shipped within 96 hours, the commission will be reduced to **10%** of the sales amount.
- If an order is not shipped within 120 hours, the commission will be reduced to **9%** of the sales amount.

4. INCORRECT SHIPMENT

- If an order is shipped incorrectly, no commission will be paid for that particular order.

5. RESPONSIBILITY FOR INVENTORY

- Party B agrees to store Party A's goods in a safe and secure manner, ensuring they are not exposed to moisture or prolonged sunlight. The total quantity of products stored at Party B's warehouse is as follows:
 - **#8150 Snapback Hat** – 95 pieces
 - **#8000 Baseball Hat** – 140 pieces
 - **#8200 Trucker Hat** – 38 pieces
 - **#9001 Cotton Socks** – 50 pieces
- Party A retains full ownership of the goods stored with Party B. Party B does not have any ownership interest in the goods and is only responsible for their storage, fulfillment, and shipment as per the terms of this Agreement.
- All costs related to the storage and fulfillment of the goods are deemed to be covered under this Agreement. Party B is expected to handle the goods in accordance with the terms herein and is not authorized to impose any additional fees beyond those agreed for fulfillment and shipping.
- In the event of lost or damaged goods, Party B shall make reasonable efforts to assist in resolving the situation. Depending on the circumstances, Party B may be required to compensate Party A for the loss or damage, subject to the value of the goods involved.
- The Parties may, through mutual agreement, add new products or adjust quantities based on Party A's product plans.

6. LOCATION OF STORAGE

- Party B's warehouse is located at **00000 XXX Way, City, IL 00000**
Phone: _____ E-mail: _____

7. ADDRESS CHANGE AND COOPERATION REQUIREMENTS

- If Party B changes its address, or if Party B is unable to continue cooperation due to personal reasons, Party B must notify Party A at least **45 days** in advance, and must cooperate fully with the transfer of goods to another location.

- If Party A changes its product line or requires a change of storage location, Party A will notify Party B at least **45 days** in advance, and Party B must cooperate with the relocation of the goods.
- If Party B repeatedly delays shipments or is unresponsive for an extended period, Party A has the right to terminate this Agreement and require Party B to transfer the goods to another location.

8. PAYMENT AND SETTLEMENT

- Party A will pay Party B the agreed-upon commission for completed orders. The commission will be calculated based on the total sales amount for each order.
- Party A will also reimburse Party B for the actual shipping cost of each order, as provided by Party B's shipping cost receipt or proof.
- Payment will be settled via domestic U.S. bank transfer. Party B will provide Party A with the necessary bank details, including:
 - **Bank Name**
 - **Routing Number (ABA)**
 - **Account Number**
 - **Account Holder Name**
 - **Bank Address**
- Payments will be made on a timely basis for all completed orders, and Party A will pay the total settlement amount, which will include the commission and the actual shipping costs.

9. TERMINATION OF AGREEMENT

- Either party may terminate this Agreement with written notice, subject to the terms outlined above regarding notification and cooperation on inventory relocation.

10. GENERAL TERMS

- Both parties agree to work together professionally and promptly to ensure smooth fulfillment of orders.

- This Agreement is subject to changes upon mutual agreement between the Parties, and shall be governed by and construed in accordance with the laws of the State of Texas, United States. Any disputes arising from or in connection with this Agreement shall first be attempted to be resolved through friendly negotiation. If negotiation fails, the dispute shall be submitted to the competent court in the State of Texas, and the Parties agree to the exclusive jurisdiction of the Texas district court for the first instance.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date below:

Party A

Starman Inc.

30 N Gould St Ste R Sheridan, WY 82801, USA

Signature: _____

Name: _____

Date: _____

Party B

Legal Name

City, IL 78660, USA

Signature: _____

Name: _____

Date: _____