

**AMPLEPOINTS LLC
VENDOR AGREEMENT**

This VENDOR AGREEMENT (“Agreement”) is entered into and executed on the Effective Date set forth on the signature page below or the date client registered for the services identified in this Agreement, whichever date is earlier (“Effective Date”) by AMPLEPOINTS, LLC, a Nevada limited Liability company (“Company”) and the individual, business, entity or person identified below in this Agreement (“Client). For convenience, Company and Client are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

- A. The Company has developed a proprietary online market place (“Platform”) and offers advertising services on the Platform (“Advertising Service”) that enables Client to promote and sell its products and services to customers and viewers of the Platform.
- B. Client desires to advertise and sell its products and services on the Platform under terms and conditions detailed below.

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. This Agreement consists of foregoing recitals and Schedule 1, which are attached hereto and made a part of this Agreement by this reference.
- 2. Client shall also be bound by (a) Company’s standard terms and conditions for vendors (“Vendor Standard Terms and Conditions”), including any and all exhibits and attachments thereto; (b) any other terms provided on the Company’s website (www.AmplePoints.com/vendors) applicable to vendors; and (c) any other terms adopted by Company hereinafter applicable to vendors.
- 3. The items listed in 2 above are made a part of this Agreement by this reference and may be amended from time to time at the Company’s sole discretion.
- 4. The Vendor Standard Terms and Conditions are available at www.AmplePoints.com/vendors
- 5. Client, itself or through its duly authorized representative, confirms the purchase of the products and/or services offered in this Agreement, and in connection therewith agrees related and other support services will be provided by or through the Company under the terms of this Agreement, including any and all Schedules and Vendor Standard Terms and Conditions attached hereto or referenced by this Agreement.
- 6. Client authorizes Company to process payment for services provided against the credit card provided below, if provided.

A. Deliverables

On the Platform, Company shall provide the following items to Client under this Agreement:

- Complimentary Advertising
- Online Store
- Social Media Page
- Gift Cards
- Social Sharing Rewards
- Universal Rewards System
- Live Analytics
- Back-End Management
- In-Store Pickup / Shipping
- Dedicated Sales Rep

For Marketing Take-Over Packages:

- Create & Manage Website
- Social Media
- Content Creation (pics/videos/flyers)
- PR
- Blogs
- Ads
- Geo Fencing Set for
- Each Location
- Email Marketing
- Text Message Marketing

Any cost to third parties is not included.

B. Other Services To Be Provided To Client By Company (Or Via A Third Party)

1. Upgrades to Client online store. This service will be billed at \$100.00 per hour, which applies to design and programming services. *Data updating (up to 10 products per month is performed at no additional charge).*
2. Other Services (describe service and fee that applies and whether Company or a Third Party will provide the service requested/required by Client).

SCHEDULE 1

Additional Terms

A. Items Required From Client. Client must provide Company with the following items in the following specification or format:

1. All Digital Files: Adobe Illustrator, Photoshop, JPEG or PNG format.
2. Logos (art work)
 - a) 150 x 150 Pixels
3. Photographs of Business – interior, exterior (JPEG or PNG);
4. Photographs of Products
 - a) 700 x 850 Pixels
5. 4 Banners
 - a) 1920 x 750 Pixels
6. Copy (Text) for Web Sections in MS Word Format
7. Product info in CSV Format (CSV Template provided)
8. VOIDED Check from Client. Company will use this information to transfer profits into your account.

If no electronic collateral is available (for example, logos and pictures), Company may use Client's existing print collateral, which Company may scan for Client's use on the Client e-Store. Client photos and/or logos may be enhanced but not edited. Once online store is built and approved no money will be refunded. If you have any questions, please contact your Account Executive.

B. Marketing & Licensing Rights. Client agrees to provide to Company a royalty-free license to use Client's logo and branding for marketing purposes. Marketing of Client includes, but may not be limited to, promotional emails, promotional videos, marketing decks, and digital content.

C. Orders. Client agrees to notify Company within 72 hours if the order is on backorder and is not able to ship right away. Client agrees to notify Company within 72 hours when the merchandise on backorder will be available to ship again.

D. Routing and Shipping Instructions. Client agrees to ship orders within 72 hours of being contacted by the Company. Client agrees to provide the order's tracking information to Company within 24 hours of the order's shipment date.

E. Return Instructions. Company will comply with the Client's return policy. The Client's return policy will be noted in Clients' product details page on AmplePoints.com. Please provide your return policy to Company.

F. Payment. Company will send payment via check by mail or by ETF. Company will comply with Client's payment option. Client agrees to receive payment only after order has shipped.

G. Termination. Client agrees to give 30 days written notice to cancel this Agreement with Company.

H. Website. Company reserves the sole right to change its website names at anytime without any prior notice.

I. Commission Fee. Sellers pay 10% service charge on product sales.

J. Credit Card Fee. Sellers will be charged 2.5% credit card fee per transaction.