

SERVICE AGREEMENT



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This Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between USA Wholesale Suppliers LLC, a Delaware Limited Liability corporation with a principal place of business at 221 N Broad St. Suite 3A, Middletown, DE 19709 also known as the "Service Provider" and _____ ("Client Business Name if none Client Full Name"), a _____ ("State of Business Registration if none State of Residence") company also known as the "Client", collectively referred to as the "Parties."

RECITALS

WHEREAS Service Provider offers Done-For-You Digital Storefronts ("Service") on major ecommerce platforms such as Amazon as outlined in Section 3.

WHEREAS Client wishes to engage Service Provider's Service as per the terms of this Agreement.

THEREFORE, with the intent to be legally bound, the Parties agree as per the terms herein, based on their mutual promises and agreements.

SERVICE AND TERM

1.1 Service Provider agrees to provide the Service to Client, and Client agrees to receive the Service from Service Provider, subject to the terms and conditions set forth in this Agreement through the entire length of the Bulletproof Guarantee as outlined in Section 5 of this agreement.

1.2 The term of this Agreement ("Term") shall commence on the Effective Date and will continue for a period equivalent to the Bulletproof Guarantee as outlined in Section 5. The Bulletproof Guarantee will cover the services provided for the period of which it takes for the Client to be able to recover the initial operating capital. This period may vary depending on the monthly inventory approved by the Client. Upon recovery of the Initial Operating Capital, the agreement shall automatically renew for one year provided that all conditions are met by both parties and invoices are paid by the Client on time. Upon renewal, all existing promises, covenants, and agreements will remain intact.

1.3 Both parties agree to do everything reasonably necessary to complete the transactions outlined in this Agreement, following all relevant laws and regulations.

INITIAL OPERATING CAPITAL

2.1 Client shall wire the Service Provider the sum of Twenty Thousand US Dollars (USD \$20,000) ("Initial Operating Capital") for the Service. The Initial Operating Capital shall be sent by wire transfer, one time and one time only, to an account designated by the Service Provider. Initial Operating Capital shall be due upon signing. The Initial Operating capital is related to the storefront operations. This is allocated to any expenses related to managing the store. This includes business creation, Amazon seller account setup, store management services, warehousing, staffing, vendor management, etc. This does not include any inventory related expenses which will be determined and approved by the Client on a monthly basis.

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2.2 Recommended Inventory Schedule : The schedule below is an example of the target inventory shipments for an Amazon storefront. Whenever possible the Service Provider will try to hit these targets for the Client. The Client has the right to amend, adjust or otherwise deviate from this schedule at any time by notifying the Service Provider. All inventory purchases will be approved in writing by Client before they are charged and shipped into Amazon.

Inventory Amount	Schedule
\$5,000	One day after amazon store approval
\$5,000	30 days after store approval
\$10,000	60 days after store approval
\$15,000	90 days after store approval
\$15,000	120 days after store approval
\$20,000	150 days after store approval
\$20,000	180 days after store approval
\$25,000	210 days after store approval
\$30,000	240 days after store approval
\$30,000	270 days after store approval
\$35,000	300 days after store approval
\$35,000	330 days after store approval
\$35,000	360 days after store approval
\$40,000	390 days after store approval
\$40,000	420 days after store approval
\$40,000	450 days after store approval
\$45,000	480 days after store approval
\$45,000	510 days after store approval
\$45,000	540 days after store approval
\$50,000	570 days after store approval
\$50,000	600 days after store approval
\$50,000	630 days after store approval
\$50,000	660 days after store approval
\$50,000	690 days after store approval

AMAZON-RELATED FEES AND CHARGES

3.1 Amazon requires a set of systems that are used for the effective and real time management of your Digital Storefront. Cost for set tools are billed or deducted automatically by the "Vendor" to the Client. If the Service Provider makes the payment on behalf of the Client, the Service Provider will bill the Client. For the purpose of this agreement "Vendor" is defined as any third party in the form of an individual or entity that provides services to the Client and/or Service Provider in relation to fulfilling the terms and conditions of this agreement. The Service Provider will assist in setting-up the tools for the Client and will need to be granted access to support the management of your Digital Storefront. Rates and charges may vary depending on each vendor.

3.1.a Virtual Private Server (VPS) – is used to access your Amazon Storefront and other sites required by Amazon.

3.1.b Amazon Seller Central – is a portal used in accessing your Amazon Seller Account. The portal allows the managing of inventory, listings, sales, reports and Client metrics.

3.1.c Sellerboard – is a tool that provides seller analytics, inventory management, reimbursement for lost or damaged stock and listing change alerts.

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3.1.d EZ Inventory and/or 2D Workflow – are tools used for live inventory processing, logging and task management.

3.2 If the Client requires a business to be registered, the cost of the registration of the business will be processed and made by the Service Provider and any incurred costs will be billed to the Client.

3.3 In cases that the Service Provider will make payments on behalf of the Client for any services, third party vendors not mentioned in Section 3.1 and 3.2, the Service Provider will seek prior approval and will bill the Client for the fees and charges.

3.4 All inventory related costs are the responsibility of the Client for the life of the account. This may include but is not limited to the actual product cost per quantity, delivery fees, credit card gateway payment charges, wire fees, placement fees, storage fees charged by Amazon, etc. These pass-on charges may be subject to change without prior notice as Amazon adjusts fees regularly.

By initialing below, you acknowledge that you have read and understood Section 3 regarding the tools, vendor services, and associated costs required for the management of your Amazon Storefront.

Client Initials: _____

SERVICES

The Done-for-you digital storefront is defined as managing the following services for the Client.

4.1 Service Provider WILL provide the following services for the Clients Digital Storefront(s):

- Sourcing & Purchasing Products for Clients Digital Storefronts
- Prepping, Packing & Shipping Clients Products to Storefronts
- Listing of Products with existing ASINs
- Handling Product Returns or Product Recalls at Service Provider Warehouse Location
- Managing Customer Feedback & Account Health Score
- Facilitating Brand and Category Un-gating on all Platforms for all Storefronts

4.2 Service Provider WILL NOT be responsible or liable for any of the services outlined in Section 4.1 for products directly initiated or managed by the Client.

4.3 Store Suspension Relief – The Service Provider will not be liable for the account suspension that is not a direct result of the Service Provider's Action. In the event of an account suspension, the Service Provider will work on repairing the account on behalf of the Client. This may include engaging with a third party vendor who can provide additional support. Any costs associated in engaging with a third party vendor will be the responsibility of the party that has caused the suspension.

BULLETPROOF GUARANTEE

5.1 The Service Provider guarantees that the Client will recoup the full amount of the Initial Operating Capital after selling through \$200,000 worth of inventory, selected and prepared by the Service Provider for the Client's store on Amazon ("Goods Sold"). The time taken to sell through, or ("Churn"), the value of inventory is dependent on the Client's ability to fund and approve inventory, this is referred to as the "Bulletproof Guarantee". The timeframe may be influenced by a variety of factors including but not limited to lower than expected churn levels, temporary

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suspensions of the Client store, and Force Majeure events such as supply chain disruptions, acts of war, or product recalls. For the purpose of this Agreement, “Churn” is defined as the frequency in turning over of investments in order to generate commission.

5.2 If after the Client has sold through a minimum amount of \$200,000.00 worth of inventory and has not recouped the full amount of the Initial Operating Capital the Service Provider shall refund the Client the remainder of the Initial Operating Capital that has not yet been recouped (“Refund”). The Refund will be calculated as the difference between the Initial Operating Capital and the post-split revenue generated by Service Provider for the Client during the Bulletproof Guarantee period.

5.3 The Service Provider shall pay the Refund to the Client within thirty (30) days by wire transfer to an account designated by the Client, and any fees associated with the wire transfer shall be borne by the Service Provider. In the event of a Refund, the Client will retain ownership of the Done-For-You Digital Storefront. Following the Refund, the Bulletproof Guarantee will be considered fulfilled and this Agreement will automatically transition into a month-to-month agreement, with all existing promises, covenants, and agreements remaining intact (Excluding Section 5).

5.4 For the purpose of this Agreement, “Churn Schedule” is defined as the minimum turnover of investments in order to generate commission.

5.5 The Service Provider offers a 90-day Buy Back Guarantee. If any product selected and prepared by the Service Provider has been listed in the Client’s Amazon storefront for 90 days or more from the shipment closing date without being sold, the Service Provider will buy back the remaining inventory at full price. The buyback will be processed in credits, and the Client will be responsible for paying the shipping costs associated with returning the product. A restock fee may be charged on a case-by-case basis. Prep and shipping credits will not be reimbursed. The buyback credits will be issued within thirty (30) days after the product has been received by the Service Provider.

PROFIT SPLIT

6.1 Subject to the terms and conditions of this Agreement, the Parties agree that the net profits generated from the operations of the Done-For-You Digital Storefront(s) will be split on a seventy/thirty (70/30) basis (“Profit Split” or “Split”).

6.2 In accordance with the Profit Split, seventy percent (70%) of all net profits shall be allocated to Client, and thirty percent (30%) of all net profits shall be allocated to Service Provider for the length of this agreement.

6.3 Payment of the Profit Split shall be made on a monthly basis. Payments will be made by the Client to the Service Provider within 15 calendar days of invoice date as set forth on Section 7. Service Provider shall remit an invoice for the Split, based on shared Storefront dashboard(s).

6.4 Profit Splits shall not be charged to the Client by the Service Provider until the term of the Bulletproof Guarantee has been satisfied and the Client has recuperated the full amount of their Initial Operating Capital.



BILLING AND PAYMENT TERMS

7.1 All amounts due under this Agreement shall be billed to and paid for by the Client. The Service Provider shall invoice the Client on a monthly basis. All invoices shall include a description of the Services, fees, inventory purchased, profit split and third-party costs with reasonable documentation to support the charges.

7.2 Card on file will be charged within 3 calendar days of the invoice date.

7.3 All payments shall be made by credit card through Quantum Epay, bank wire or Automated Clearing House (ACH) to an account designated by the receiving Party.

7.4 Any late payments will result in the suspension of Services. The Service Provider will resume service to the Client upon receipt of payment. All payments due for more than 60 days will be automatically charged to the Client's Authorized Credit Card and will incur a 3% penalty fee per month of the total invoice cost.

7.4.a Any unsettled charges beyond 90 days will automatically cancel the Bulletproof Guarantee of this Agreement.

7.4.b Any unsettled charges beyond 180 days will automatically terminate this Agreement.

MISCELLANEOUS

8.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties relating to the subject matter hereof.

8.2 Amendments. This Agreement may be amended only by a written instrument signed by both Parties.

8.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware, without regard to its conflict of law principles. The Parties agree to submit to the exclusive jurisdiction of the courts located in New Castle County for the resolution of any disputes arising out of or relating to this Agreement.

8.4 Dispute Resolution. The parties agree that any claim or dispute relating to this agreement, as well as any other matters, disputes, or claims between them, shall first be Mediated and/or Arbitrated in an attempt to resolve any and all issues.

8.5 Prevailing Party. In the event of any dispute with regard to this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party and the non-prevailing party shall pay all reasonable fees and expenses of counsel for the prevailing party.

8.6 Notices. All communications under this Agreement must be in writing. Notices are considered given when: (a) hand-delivered with confirmed receipt; (b) received by a recognized overnight courier service; or (c) sent via email during normal business hours with receipt confirmation; or (d) sent via sms text message with confirmed response. If emailed or sms text is outside normal business hours, notices are considered given on the next business day. Communications must be sent to the addresses and numbers stated in the Agreement, or to another address provided by a Party.

8.7 Severability. If a term of this Agreement is found invalid, illegal, or unenforceable, it will not impact the rest of the Agreement or its validity in other jurisdictions. If such an instance occurs, the Parties will negotiate in good

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faith to modify the Agreement, aiming to adhere as closely as possible to the original intent and ensure the transactions are executed as initially planned.

8.8 Waiver. No Party can waive any provisions of this Agreement unless it is explicitly put in writing and signed by the Party issuing the waiver. Such waiver will not be interpreted as a waiver for any other failure, breach, or default, whether similar or different, and irrespective of the timing. Any delay or failure to exercise any right, remedy, power, or privilege arising from this Agreement should not be construed as a waiver. A single or partial exercise of any right, remedy, power, or privilege under this Agreement doesn't prevent further exercise of the same or any other right, remedy, power, or privilege at any point during the "Term" or any future period.

Example 1: A product recall causes the Service Provider to Waive the 30% commission split for a month to allow the Client to make more profit for a 30 day period. This one time decision does not WAIVE the Service Provider's future rights to receive the 30% commission splits at any other point in the future.

Example 2: Service Provider fails to send a monthly invoice for Split, due to technical error, this is not a Waiver of their right to collect their Split as a Waiver will be sent in writing.

8.9 Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party. The Service Provider may ONLY assign this Agreement to a successor in interest in connection with a merger, acquisition, or sale of all or substantially all of its assets to which this Agreement relates ONCE the Bulletproof Guarantee ends. The Client may ONLY assign this Agreement to a successor once all outstanding invoices and splits are paid current. All outstanding invoices must be settled by the Parties prior to the grant of ANY Assignment. If a Party initiates an Assignment without prior written consent, the Bulletproof Guarantee will be considered forfeited, and will not transfer to the new Assignee.

FORCE MAJEURE

9.1 Neither Party will be liable for delays or failures in performing obligations under this Agreement, excluding payment obligations, if such delay or failure results from circumstances beyond reasonable control. These include but are not limited to acts of God, war, terrorism, labor disputes and strikes, civil unrest, natural disasters, or governmental action ("Force Majeure Event").

The Party impacted by the Force Majeure Event must swiftly inform the other Party in writing about the nature, expected duration, and impact of the event. This Party is also expected to take all reasonable steps to minimize the event's effects and resume its obligations under the Agreement as soon as possible.

TERMINATION

10.1 Upon completion of the Bulletproof Guarantee, this agreement shall renew automatically unless either party terminates the Agreement with a 30 day advance written notice. All commission, remaining Profit Splits and outstanding invoices must be paid in full, within 30 days from the receipt of the written notice.

10.2 The Service Provider reserves the right to terminate the contract if invoices are past due and/or the store has been inactive for more than 6 months.

10.3 Either party may terminate this Agreement if the terms and conditions are not met.

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FEDERAL TRADE COMMISSION CONSUMER ADVICE: COOLING-OFF RULE

We want to ensure that you are entering this business opportunity informed and ready for the possibilities of challenges ahead. As per consumer protection regulations, you are entitled to a cooling off period, which allows you to reconsider your involvement and, if necessary, withdraw within a specific timeframe.

This agreement is guided by the Federal Trade Commission Consumer Advice: Cooling-off Rule which gives you 3 business days to cancel from the date of signing our Master Service Agreement. During this period, you have the right to withdraw without incurring any penalties or fees.

Note: You don't have to give a reason for canceling. You have a right to change your mind.

For more information about the cooling off period and your rights as a consumer, we encourage you to visit the Federal Trade Commission's resource page at FTC Cooling Rule:

<https://consumer.ftc.gov/articles/buyers-remorse-ftcs-cooling-rule-may-help>.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

USA WHOLESALE SUPPLIERS LLC ("Service Provider")

Client ("Client")

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

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KEY BUSINESS INFO

Legal Business Name: USA Wholesale Suppliers LLC - Delaware LLC

Registered Agent Address: 221 N Broad St Suite 3A, Middletown, DE 19709 EIN: 88-4319831

Websites: www.usawholesalesupplies.com & www.stablestorefronts.com

Support Email: hello@usawholesalesupplies.com

New Jersey Warehouse Address: 970 New Brunswick Avenue, Unit L, Rahway, NJ 07065

PRINCIPALS

Joseph Barravechio: 50% Owner

Role: Amazon Specialist, Sourcing and Logistics

Email: Joe@usawholesalesupplies.com

Work Cell: 917-617-1895

Daniel Hunt: 50% Owner

Role: Customer Experience & Business Development

Email: Daniel@usawholesalesupplies.com

Work Cell: 208-964-0658

WIRE DETAILS

For Domestic Wires:

Bank Name: JP Morgan Chase Bank

Bank Address: 270 Park Avenue, 43rd floor New York, NY 10017

Phone Number: 718-242-0144

Routing: 021000021

Account: 911125687

Legal Business Name: USA Wholesale Suppliers LLC

Business Address: 221 N Broad St., Suite 3A, Middletown, DE 19709

For International Wires:

Swift Code for Foreign Wires: CHASUS33 ABA/RoutingNumber: 021000021