

## Internet Retailer Agreement

This retailer agreement sets forth the terms and conditions between Skalkaho Innovations TC. (herein referred to as Tummy Cradle) and \_\_\_\_\_\_\_ (Retailer). Upon acceptance of this agreement by both parties, Retailer agrees to comply with all listed Internet retailer obligations.

Internet Retailer agrees to the following:

- 1. Retailer must be approved to sell Tummy Cradle products online or in a resale/retail setting.
- 2. Retailer shall be knowledgeable of Tummy Cradle products and be able to inform customers on features and to answer operational questions.
- 3. Retailer shall professionally promote Tummy Cradle products on their company website.
- 4. All images of Tummy Cradle products will properly represent the products.
- 5. Retailer will not offer Tummy Cradle products on their e-commerce site for less than 20% under MSRP (MSRP is listed on price sheets). However, if Tummy Cradle is running a promotional sale, retailer is allowed to price match with <u>tummycradle.com</u>.
- 6. Sale of new Tummy Cradle products over online auction sites (such as Ebay) as well as 3rd party sites (such as Amazon) is strictly prohibited.
- 7. Retailer will conduct their business in an ethical fashion which will not harm the Tummy Cradle brand name.
- 8. Returns are accepted within 12 months of purchase on manufacturer defects only. Normal wear and tear returns are not accepted.
- 9. Minimum order is 1 case (12 units/case) for any wholesale agreement.
- 10. Free shipping is available on orders of \$1000 or more.
- \*\* This agreement contains the entire understanding of the signed parties with respect to the subject matter hereof. This may be amended or modified by written instrument duly executed by Tummy Cradle and Retailer.