



WHOLESALE APPLICATION & ACCOUNT AGREEMENT

All applications must be accompanied by a copy of the business resale certificate, seller's permit, business license, and/or professional certificate.

If information or requested supporting documents are missing your application will not be processed.

Business Name (include DBA if applicable):

Owner / Officer Name & Title:

Primary Phone:

Fax Number:

License/Resale #:

Number of Locations:

Primary Email Contact:

Website:

Hours of Operation:

Year Business Established:

EIN:

Annual Sales Volume:

Annual Purchase Volume:

Billing Address

Street

City

State

Zip

Shipping Address

Street

City

State

Zip

Description of Business

Authorized Purchasers:

Type of Business (please check all that apply):

E-Commerce

Brick and Mortar

Chef

Restaurant/Café

Hotel

Department

Health Practitioner

Gym/Club

Spa

Other

Projected monthly order quantities:

\$250 - 500

\$500 - \$1000

\$1000 +

Preferred payment type:

Prepayment Credit Card

Wire or Bank Transfer

Net 30 Terms



RESELLER AGREEMENT

I/We ("Reseller") affirms that the information provided above is accurate. Reseller agrees to the terms and conditions herein. Reseller agrees to resell Sunfood products to consumers and to represent Sunfood in a professional businesslike manner. Reseller will adhere to and comply with Sunfood MAP policy attached herein. Reseller will sell Sunfood products only in the physical locations or website URLs set forth in this agreement and only directly to consumers, unless the product(s) being sold is/are used as a bulk ingredient.

Reseller will not sell or advertise Sunfood products to or through online resellers such as Amazon, Ebay, Jet.com or other web-based resellers of any kind. Reseller will not sell or otherwise transfer or drop-ship Sunfood products to any of its affiliates, other entities or people if such products are to be listed for sale through online resellers as indicated herein. Reseller will not purchase and/or utilize any online key words containing the term "Sunfood" from any source such as Google AdWords or any other source. Reseller agrees that selling in locations other than authorized locations will cause damage to Sunfood in an amount that cannot be determined at this time but agrees to pay for said damages (including attorney's fees) that result from Reseller's failure to comply with the requirements herein. Reseller further agrees that Sunfood may immediately suspend reseller status until the appropriate corrections are made and/or immediately terminate this agreement in its entirety.

LIQUIDATED DAMAGES: The parties to this agreement each recognize that the authenticity and direct sourcing from Sunfood of its products is important to the reputation and branding of Sunfood. Specifically, Reseller understands that Sunfood's reputation of being the leading on-line source of Sunfood products is valuable to Sunfood Reseller and Sunfood agrees that it is, and would be difficult to ascertain the exact value of the damage that that would be caused to Sunfood's brand if unauthorized third parties were to sell Sunfood Products on-line. The parties have discussed this issue and agree that \$ 5,000 is a fair estimate of the damage likely to be caused to the Sunfood brand if Reseller were to sell any Sunfood products on-line or to third parties that sell it online. The parties have been represented by counsel in the negotiation of this agreement, and/or understand that they may be so represented. Reseller represents that it is in the business of re-selling food products and understands the difficulty of proving the damage that would be caused to the Sunfood brand.

Reseller Initials: _____

INDEMNIFICATION: Reseller ("Indemnifying Party") shall indemnify, hold harmless and defend Sunfood and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by indemnified Party and/or awarded against Indemnified Party (collectively "Losses") arising out of Reseller's unauthorized reselling and/or advertising to or through on-line resellers including, but not limited to Amazon, Jet.com or other web-based resellers of any kind.



RESELLER AGREEMENT

DAMAGES AND WARRANTY Reseller will inspect all shipments for damages within 10 days of arrival at final destination and will request an RMA (Return Merchandise Authorization) if necessary for any damages. No RMA's will be accepted after that date for damaged goods. If no RMA is requested during the 10 day timeframe, Sunfood will deem the goods to have been accepted as satisfactory or in good selling condition. **Reseller will send photos of damaged goods to Sunfood with the return or credit request. If no photos of damage are provided, no RMA will be issued.** At the time of RMA, Sunfood will issue a call tag to reseller, if call tag is not used to return the products to Sunfood within 10 business days, the call tag will be voided and products will not be applicable for a credit or replacement. Sunfood does not accept returns for expiration dates beyond 30 days from receipt of goods. If reseller is unable to sell products prior to their expiration date, Reseller will not be entitled to a refund. Goods damaged by opening boxes with box cutters or other types of damages caused by Reseller will not be returnable. Returns will only be accepted for goods (1) damaged by Sunfood, (2) with expiations that are less than 6 months upon delivery, or (3) that are spoiled within expiration date. If products are returned for reasons other than acceptable reasons stated herein, a restocking fee of 25%-100% will apply at Sunfood's sole discretion.

Sunfood may freely assign this agreement. This agreement will be governed by the laws of the State of California, without regard to its choice of law provisions, and any disputes arising under this agreement shall be filed in the appropriate court in the county of San Diego. Any notices pertaining to this agreement shall be delivered to the addresses of Sunfood and Reseller as listed herein. Either party may terminate this agreement with 30 days advance written notice to the other party, except in the case of Sunfood's right to terminate this agreement as set forth above, in which case no advanced notice is required.

This agreement and its attachments constitute the only agreement between Sunfood & Reseller pertaining to the subject matter herein. The parties hereby agree to these terms and conditions.

ATTORNEYS' FEES: Should it be necessary to institute any action to enforce the terms of this Agreement, the parties hereby agree that the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees, as well as all costs of the action, including, but not limited to court or arbitration tribunal costs, filing fees, exhibit fees, forensic consultant fees, litigation support costs and expert witness fees. Further, recoverable attorney fees and costs shall include the costs for such items for any appeals. This paragraph shall remain independent from any judgment entered to enforce its terms, shall not merge therewith, and shall entitle the prevailing party to attorneys' fees and costs incurred in connection with post judgment collection and enforcement efforts. For purposes of this provision, if a matter is filed in any venue other than the state or federal courts in San Diego County, California and the matter is dismissed for improper venue, the party that did not file the action shall be deemed the prevailing party in that action.

Acknowledged By:

Signature:

Date:



MINIMUM ADVERTISED PRICE POLICY (MAP)

In order to protect our reputation for quality products, Sunfood Corporation ("Sunfood") has adopted the Minimum Advertised Price Policy ("MAP"). The policy states as follows:

Sunfood has established a Minimum Advertised Price Policy for all products sold or represented by Sunfood. Sunfood reserves the right to cease supplying product to any dealer/wholesaler whose advertising of the product (or to any distributor who sells to a dealer whose advertising of the product) contains a price lower than the Manufacturer's Suggested Retail Price (MSRP) set forth in the current Sunfood Price List.

This policy applies to all forms of wholesaler/distributor advertising including mailings, catalogs, displays at consumer shows/exhibits, and any and all other forms of advertising media, including without limitation, the internet and any other electronic network. Any price information relating to Sunfood products on an internet website which can be accessed directly through the transfer protocol (http) is considered to be advertising for purposes of this policy. Electronic mail sent in direct response to a customer inquiry is not considered to be advertising.

This policy only concerns advertised prices, and applies equally to all Sunfood distributors and wholesalers. Exceptions to this policy include any Sunfood authorized promotions for the specified timeframe as provided in writing by Sunfood.

The foregoing is a statement of our Sunfood unilateral policy and expresses the terms upon which we will deal with our customers. Sunfood may modify the MAP policy from time to time. Sunfood does not seek, nor will it accept, any agreement or understanding with you or anyone else with respect to the prices you may advertise or charge at any time.

This MAP policy has been established by Sunfood to protect the reputation of its name and products. Please indicate your understanding of this policy and your willingness to abide by its terms and conditions by signing and listing the name of your company below.

Acknowledged By:

Date:

Title:

Company Name:

Signature:

THIS PORTION OF AGREEMENT TO BE FILLED OUT BY OFFICE PERSONNEL ONLY

Date Approved:

Approved By:

Account Number:

Date Created:

Customer Class Code:

Payment Terms: