



## AGREEMENT FOR THE SUPPLY OF DROPSHIPPING SERVICES

By and between:

**WWTech S.r.l.**, a limited liability company validly existing under the laws of Italy, whose registered office is at Via Roncaglia 14, 20146 Milano, Italy, represented by its sole director, Mr. Emanuele Bertodo, Fiscal Code and VAT No.08720940967 (the “**Provider**”);

- on one part -

and

**COMPANY NAME** a company validly existing under the laws of COUNTRY, whose registered office is LEGAL ADDRESS, represented by its director, NAME & SURNAME, Fiscal Code and VAT No. (the “**Client**”).

- on the other part-

### WHEREAS:

- The Provider is a company operating in the information and technology (“**IT**”) market, which develops IT platforms and provides IT services used by its customers for reselling on-line products and services.
- “*wholesale website*” is a web site operating in on-line sales of watches, jewels, sunglasses and eyewear, fashion accessories, electronic devices and other products for end consumers mainly destined to dealers, wholesalers, retailers and other B2B players operating in the relevant reference markets.
- “*wholesale website*” engaged the Provider to handle the orders of its client by means of the use of an IT platform developed by the Provider, which is accessible at the website <http://www.xxx>
- In particular the above mentioned platform, using API (Application Programming Interface) technology (the “**Platform**”), enable “*wholesale website*” customers:
  - to acquire “*wholesale website*” products catalogs as published on own website <http://www.xxx>;
  - to efficiently organize orders received from their final customers by means of a single order to “*wholesale website*”;
  - to reduce handling costs charged normally charged by “*wholesale website*”.
- The Client has checked with the Provider that its IT devices are capable of functioning with the Platform and he has expressed its interest in using services offered by the Provider.



**NOW THEREFORE, IT IS AGREED AS FOLLOWS**

**1. Subject**

**1.1** Upon request of the Client, the Provider shall provide one of the following services (the “**Services**”, singularly the “**Service**”) as it will be selected the Client by undersigning here below chosen service.

**(a) Data Flow Service**

By this basic Service, the Supplier allows the Client to:

- **Get access to the data flow** of the whole products *data base* of “*wholesale website*” (*references, codes, names, prices, images*) in read-only mode (“**Reading Option**”). The Client will be able to populate one or more e-commerce websites of his own property with the products acquired by “*wholesale website*” *data base*, as well as external marketplaces like, for example, *eBay* or *Amazon*.
- **Get a discount of “Handling” fee:** in case the total amount of all B2C orders received are transformed into a single “*wholesale website*” order with a value lower than the minimum order target required (currently €300,00), the Client will receive a 50% discount on the *handling* cost (nowadays equal to €20,00) usually applied to wholesale purchases.
- **Obtain 3 months of free service:** in case in previous quarter sales reached a net total of €3.000,00 (so excluding VAT, shipping and insurance costs, handling fees) a Note of Credit equal to quarter service cost will be issued on purchases made.

2

The Service shall be used only by the Client through websites of its property or lawfully in use by the same, it being agreed and understood that the Client shall not in any way allow any third party to use the Service, neither upon payment, nor for free, without the prior consent of the Provider. The Client will be entitled to use the data acquired also for direct sales through the use of external platforms and marketplaces (as per example *eBay* and *Amazon*) where Client is the lawful account owner on those platforms and products sales are made exclusively in its name and on its behalf.

<b>Selected Service</b>	Client's signature: <hr/>
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**(b) Dropshipping Service**

By this Service, the Client will be provided with technical tools available for a complete integration of “*wholesale website*” *data base*, as available on the website *www.xxx*, with one or more Client e-commerce websites. This is a “reading & writing” service enabling the Client to acquire “*wholesale website*” products *data base*, as well as to automatically place orders received from its clients into “*wholesale website*” *data base*.

In particular this Service includes:



- **Reading Option** under paragraph (a).
- **Writing Option:** the Client will be able to automatically or manually place orders received from its Clients in “*wholesale website*” data base available at the website [www.dropshippingb2b.com/admin](http://www.dropshippingb2b.com/admin).
- **Dedicated Interface:** a dedicated interface (a parallel reserved website) will be available to the Client enabling him to handle several orders received from its customers by means of a single order to “*wholesale website*”, helping the Client to better manage his order to the Supplier.
- **Dropshipping:** Client will be enabled to use this web based interface to automatically dialogue with the Logistics actually in used by the Supplier (nowadays, Delledonne s.r.l., as per [www.delledonne.it](http://www.delledonne.it)) to dropship its orders, enabling the Client to request multiple shipments for a single B2B order placed on “*wholesale website*” (“**API Order**”); the maximum number of addresses (and so shipments) for each order will be equal or minor to the number of ordered items.
- **Real Basket:** products added in the basket via DS software for “*wholesale website*” will be immediately removed from their on-line availability to third parties before order confirmation, which will occur upon terms and conditions provided by “*wholesale website*” at website [www.xxx](http://www.xxx); at the date of execution of this agreement, an automatic confirmation for all pending orders is set at 00:00 CET on every Monday / Tuesday / Wednesday / Thursday / Friday for items uploaded in the basket the previous day (in case of orders placed during the weekend – from 00:00 Friday to 23:59:59 CET Sunday – they will be automatically confirmed on Monday at 00:00 CET).  
  
In case of amendments or cancellation of one or more products before order confirmation, they will be automatically re-uploaded in “*wholesale website*” database without charges for the Client.
- **Handling Discount:** in case an order of the Client inserted via [www.dropshippingb2b.com](http://www.dropshippingb2b.com) will not reach the “Minimum Target” of [www.xxx](http://www.xxx) (currently € 300,00 – threehundred/00), the Client will not be subject to the handling costs usually applied to wholesale purchases.
- **Obtain 3 months of free service:** in case during the previous quarter sales will have reached a total of €6.000,00 (so excluding VAT, shipping and insurance costs, handling fees) a Note of Credit equal to quarter service cost will be issued on purchases made.

The Service shall be used only by the Client through websites of its property or lawfully in use by the same, it being agreed and understood that the Client shall not in any way allow any third party to use the Services, neither upon payment, nor for free, without the prior consent of the Provider. The Client will be entitled to use the data acquired also for direct sales through the use of external platforms and marketplaces (as per example *eBay* and *Amazon*) where Client is the lawful account owner on those platforms and products sales are made exclusively in its name and on its behalf.

<b>Selected Service</b>	Client's signature: <hr/>
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(c) **Enterprise Service**

This higher Service includes all options provided under Dropshipping Service.

In particular, this Service includes:

- The **Reading Option** under Paragraph (a)
- The **Writing Option** under Paragraph (b).
- The **Dedicated Interface** under Paragraph (b).
- **Dropshipping** under Paragraph (b).
- The **Real Basket** under Paragraph (b).
- **Zero Handling:** under Paragraph (b).
- **Multi-user Management:**
  - It allows to cede Supplier services to third parties companies and websites, either upon payment or as a service free of charge, without previously receiving any written approval from the Supplier, as long as WWTech services will be offered as part of value-added multi-service packages; in order to avoid a direct competition with the Supplier, it is not allowed a *sic et simpliciter* transfer of Services offered by WWTech.
- **“NBD” Preferential Dedicate Assistance:**
  - a priority assistance email address [enterprise@wwt.it](mailto:enterprise@wwt.it) with guaranteed reply within the *next business day*, with the only exception of the regular business closure period.
- **Instant Shipping:**
  - every item ordered via [www.dropshippingb2b.com](http://www.dropshippingb2b.com) will be immediately available for B2C shipping to end customers, without waiting the full B2B order “*wholesale website*” to be ready, up to a maximum amount of € 1,000.00 (onethousand/00), VAT excluded; this option will speed-up shipments of drop-shipping orders.
  - “*wholesale website*” invoices will be issued once the entire [www.xxx](http://www.xxx) order will be completed. Client shall make the payment within 48 hours from reception of the relevant invoice. In case of late payment, “*wholesale website*” reserve the right to suspend any eventual further shipment until reception of full payment of pending invoices.
- **Obtain 3 months of free service**, in case during the previous quarter sales will have reached a total of €10.000,00 (so excluding VAT, shipping and insurance costs, handling fees) a Note of Credit equal to quarter service cost will be issued on purchases made.

<b>Selected Service</b>	Client's signature:  _____
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## 2. Starting Date

Upon the date of execution of this agreement the Client declare to have selected one of the Services indicated under Section 1 by signing the relevant box and the payment terms indicated under Section 3 below, as well as, eventually, the selection of the Turnkey Service under the following Section 5.

The Provider shall deliver to the Client the invoice for the first payment in accordance with the option selected by the Client under Section 3 below and shall confirm by e-mail the starting date of Service supply selected under Section 1.1 (“**Starting Date**”) within ten (10) days from the date of receipt of the payment made by the Client (“**Payment Date**”). Unless otherwise agreed by the parties, the Starting Date shall fall at the latest ten (10) days after the Payment Date. In the same email the Provider shall provide the credentials the Client shall use to get access the selected Service (including ID and password).

## 3. Fees and Payment Terms

The monthly fee related to each offered Service will be as following:

<b>DATA FLOW SERVICE:</b>	<b>€ 50,00 + VAT/month</b>
<b>DROPSHIPPING SERVICE:</b>	<b>€ 100,00+ VAT/month</b>
<b>ENTERPRISE SERVICE:</b>	<b>€ 300,00 + VAT /month</b>

5

The reference quarterly period shall end on March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> and December 31<sup>st</sup> of each calendar year. Consequently, if the starting will not fall at the beginning of each quarterly period, the amount due until the end of the first quarter shall be calculated on a monthly basis from the month of the Starting Date (included) until the end of the reference quarter, as indicated above.

Payments shall be made:

- by bank wire transfer to the following current account:

WEB WORLD TECHNOLOGIES s.r.l.  
BANCA SELLA P.zza Gaudenzio Sella, 1 13900 Biella (BI)  
IBAN Code: IT 96 F 03268 22310 052686720310  
Bic Swift Code: SELBIT2B State Code: IT

- by Paypal sending the amount to the account: [info@wwtech.it](mailto:info@wwtech.it)  
either via “Send money to friends” option or if, via regular Paypal payment method, with an additional charge of 4% commission on top of regular subscription fee.

#### 4. Service Upgrade

The Client may request at any time a Service upgrade (*i.e.* from Data Flow Service to Dropshipping or Enterprise Service, or, from Dropshipping Service to Enterprise Service) by means of written notice to be sent to the Provider at least thirty (30) days in advance; such notice shall provide not only the upgrade requested (Dropshipping or Enterprise), but also the terms of payment to be applied to the relevant fee. Within 30 (thirty) days from the receipt of the notice the Provider shall send an email to the Client providing the new Starting Date of the upgraded Service. Along with the Starting Date the Provider shall deliver by email the new credentials to get access to such Service and an invoice providing the amounts due for the upgraded Service which shall be calculated net of the amounts already paid by the Client.

#### 5. Logistics, Shipping and Turnkey Service

**5.1** In regards of products shipping, the Client may choose to handle directly the relationship with the logistic supplier of “*wholesale website*”, (Autotrasporti Delledonne s.r.l. Via Aldo Moro 10 - 13876 Sandigliano, Biella tel. 015-2493040 fax. 015-2493139 email ask@delledonne.it) (“**Delledonne**”), by reaching an agreement with the same per packing and handling costs and using any international courier selected by the Client on its own account;

**5.2** Alternatively, undersigning the “**Turnkey Service**” offered by the Provider; in such case, shipping will be made by “Delledonne” in name and on behalf of the Client by using Provider shipping accounts, at the following rates, including packing and handling + shipping:

DESTINATION	COST	COURIER
WEST EU	(8,60€ + 3,90€) 12,50€	DHL – FedEx - UPS
EAST EU	(10,60€ + 3,90€) 14,50€	DHL – FedEx - UPS
European Countries NOT included in EU	(12,60€ + 3,90€) 16,50€	DHL – FedEx - UPS
USA/Canada	(13,00€ + 3,90€) 16,90€	DHL – FedEx - UPS
Singapore, HK, Japan, UEA, North Africa, Middle East, Mexico, Australia	(23,00€ + 3,90€) 26,90€	DHL – FedEx - UPS
East European Countries NOT included in EU	(24,00€ + 3,90€) 27,90€	DHL – FedEx - UPS
Remaining World Countries	(33,00€ + 3,90€) 36,90€	DHL – FedEx - UPS

- Above costs are applied for each item: in case of multiple items shipping to the same final address, above costs are increased by 50% per each additional item.

- Above costs shall be taken to mean for the metropolitan areas and the courses included in the regular commercial traffic. Additional fees applied by the couriers and related to Remote Areas and Smaller Islands will be invoiced with the monthly balance on the basis of the incurred costs. The list of the Zip Codes to which these additional costs can be applied is available on the website of each courier.
- Turnkey costs, including penalties eventually applied according to the following Sections 5.3(a) and/or 5.3 (b), will be charged either with products invoice or with a collective invoice the last day of each month and shall be paid by

**5.2(a)** In case of changes in the shipping instructions after items have already been delivered to the courier, the Client shall pay a € 10.00 (ten/00) penalty for each change and the Client shall get in touch directly with the courier to provide a new delivery data.

**5.2 (b)** In case of impossibility to deliver the ordered products due to a fact or act not attributable to the Provider, the Client shall pay a penalty equal to the relevant shipping cost (by way of example: in case the item is ordered for its delivery in Germany, with a shipping cost of € 12.00 and such items is not collected by the end customer, a penalty equal to € 12.00 shall be paid by the Client). Uncollected items will remain at Client disposal at “Delledonne” logistics.

**5.3** In case of Extra EU shipping, it will be responsibility of the Client to prepare in due time all due export documents and upload them in the drop-shipping platform in order to enable “Delledonne” logistics to correctly ship the order; in case export documents shall not be complete and correct, every delay in shipping it will be under the sole responsibility of the Client.

The Turnkey Service does not include any cash on delivery (COD) service.

**5.4** The Turnkey Service may be activated either upon the Starting Date, either later on and shall apply until the end of the quarter and it will be automatically renewed from time to time for a further quarter, unless written notice of termination sent by one party to the other at least 30 days before the expiry date, by means of certified email or courier with delivery receipt. Turnkey Service fees may change on 1<sup>st</sup> January of each year due to market conditions; eventual changes will be communicated by 30<sup>th</sup> November of previous year.

By undersigning the following box the Client represents to have requested the Turnkey Service starting from the Starting Date:

<b>Turnkey Service</b>	Client's _____ signature:
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## 6. Limitation of Liability

Without prejudice to Section 7 below, the Provider shall not be liable for any interruption of the selected service for a maximum aggregate period of 48 hours per month.

It is in any case excluded any liability of the Supplier for any interruption of the selected Service depending on the failure of the connecting tools of the Client to get access to the Service.



The maximum liability of the Provider shall not exceed for any reasons whatsoever the amount of the annual fee applicable to the Service at the date of the breach of this contract by the Provider.

## **7. Term**

This agreement shall remain in force until the end of the Quarter of the Starting Date and shall be automatically renewed, from time to time, for a period of a Quarter unless written notice of termination will be sent by one party to the other at least thirty (30) days before the expiry date.

## **8. Suspension and Termination and Withdrawal**

**8.1** In case of breach of the payment terms, as provided under Sections 1.1 (Payments to “*wholesale website*” for Orders) and/or 5.2 (Payments to the Provider due for selected Services), the Provider, upon its unfettered discretion, will be entitled to suspend the Service until the date of the full settlement of unpaid invoice(s).

**8.2** Should the Client fail to settle the outstanding invoice(s) (issued by the Provider or by “*wholesale website*”, as applicable) with fifteen (15) days from the date of receipt of the written request of the Provider, pursuant to Article 1456 of the Italian Civil Code, the Provider will be entitled to immediately terminate this agreement by means of written notice to the Client.

Furthermore, pursuant to Article 1456 of the Italian Civil Code, the Provider will be entitled to immediately terminate this agreement by means of written notice in case of breach by the Client of Section 1.2 above.

**8.3** The Provider will be entitled to immediately withdraw from this contract, without liability to the Client, by means of written notice to the latter, in case the it will file or will have filed against it a voluntary or involuntary petition in a bankruptcy, insolvency, or similar proceeding, or shall be adjudicated as bankrupt or insolvent, or will file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under present or any future bankruptcy act or code or any other statute or law relative to bankruptcy or insolvency relevant to the country in which that party is domiciled.

**8.4** In case of termination pursuant to Section 8.2 above, the Provider, pursuant to article 1382 of the Italian Civil Code will be entitled to the payment of, or to retain, as penalty, the fees agreed until 31 December of the year of the date of the termination notice, without prejudice to the right of the Provider to further damages. The parties furthermore agree that the Provider will be entitled to the payment of fees due for all the time the Service is suspended by the Provider in accordance with Section 8.3 above.

**8.5** In case of breach by the Client subscribing the Data Flow Service or the Dropshipping of its obligations related to the clause of not disposal to others of the service, the Provider, pursuant to Article 1382 of the Italian Civil Code will be entitled to the payment of a penalty of € 3,000.00 (threethousand/00) or the higher amount equal to two times the fees paid by third party(ies) to the Client for the unauthorized use of the Service (in whole or in part), increased by € 50,00 (fifty/00) for each day of unauthorized use of the Service by (each of) such third party(ies), without prejudice to the rights of the Provider to further damages.





## 9. Force Majeure

Neither Party shall be liable to the other for any failure to comply with its obligations under this Agreement that is caused by circumstances outside such Party's reasonable control, including but not limited to war, riot, explosion, abnormal weather conditions, fire, flood, nationwide or regional strikes and lockouts, Government action or regulations, accidents, judgments, power failures and reduction of power supplies (the "**Force Majeure Event**"), this Agreement shall continue in force until such circumstances have ceased.

Should either Party be prevented, or become aware that it is likely to be prevented, from carrying out its obligations under this Agreement due to an Event of Force Majeure, it shall immediately inform the other Party by written notice providing details of the relevant Force Majeure Event.

If the Event of Force Majeure will be still continuing ninety (90) days after such notice has been given, either Party may immediately terminate this agreement by written notice to other party and without any liability.

## 10. Notices

All notices relating to this agreement shall be made by email with delivery receipt, facsimile, or registered letter with delivery receipt, or certified email, to be sent as indicated below.

Notices to the Provider:

WWTech s.r.l.

Via A. Ponchielli, 7 - 20129 Milano, Italy

Facsimile: +39 02 87.15.27.41

Email: info@wwtech.it

Attn: Mr. Emanuele Bertodo

Notices to the Client:

COMPANY NAME

LEGAL ADDRESS

Email: CUSTOMER EMAIL ADDRESS

Attn: CONTACT PERSON

Any variation of the contact details above shall be communicated by one party to the other in accordance with this Section 10.



**11. Privacy**

The parties acknowledge and agree personal data made accessible in connection with the Services shall be treated by the Provider in accordance with security procedures required by Legislative Decree June 30, 2003 No. 196, (Italian Data Protection Code) and by the Client in accordance with its national legislation concerning data protection. Such personal data, may be treated by means of the use of IT tools and will be solely and exclusively used by the Provider for the execution of this agreement and to comply with all administrative, accounting and tax applicable requirements.

**12. Applicable Law and Exclusive Jurisdiction**

This agreement is governed by the Italian Laws.

Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Court of Milan, Italy.

Milan, DATE

**WWTech s.r.l.**

**COMPANY NAME**

\_\_\_\_\_  
Name: Emanuele Bertodo

\_\_\_\_\_  
Name: NAME & SURNAME

Title: Sole Director

Title: Director

The Client, pursuant to Articles 1341 and 1342 of the Italian Civil Code represents to know and to agree with the contents of the following Sections: 1.2 (Limits to the Use of Services), 5.2 (Term of the Turnkey Service: Automatic Renewal), 5.2(a)(Penalty due to the change of shipping instructions), 5.2(b)(Penalty in case of Missing delivery), 6 (Limitation of the Liability of the Provider), 7 (Term: Automatic Renewal), 8.1 (Service Suspension), 8.2 (Termination), 8.3 (Withdrawal) 8.4 (Penalty for the Suspension or the Termination of Services), 8.5 (Penalty in case of unauthorized use of the Service by any third party), 9 (Force Majeure: Early Termination), 12 (Applicable Law and Exclusive Jurisdiction).

**COMPANY NAME**

\_\_\_\_\_  
Name: NAME & SURNAME

Title: Director