



VENDOR PARTICIPATION AGREEMENT

BenefitBridge Workforce Purchasing Program
BenefitBridge, LLC

This Vendor Participation Agreement (“Agreement”) is entered into as of _____
 (“Effective Date”) by and between:

BenefitBridge, LLC
 (“BenefitBridge” or “Provider”)

and

 (“Vendor”).

1. PROGRAM OVERVIEW

BenefitBridge operates a workforce purchasing platform that provides employees of participating employer organizations access to premium consumer products at discounted pricing through voluntary employer-sponsored benefit programs.

Vendor agrees to participate in the BenefitBridge distribution network by making select products available for purchase through private workforce purchasing catalogs and the WorkPerks platform.

2. PRODUCT OFFERING

Vendor agrees to provide the following for approved product participation:

- Authorized product SKU list
- Product descriptions and specifications
- MSRP pricing documentation
- Product images for catalog use
- Warranty and support policies

All products must be:

- Authentic
- New
- Manufacturer-authorized
- Eligible for direct consumer sale

3. PRICING STRUCTURE

Vendor agrees to extend preferred partner pricing to BenefitBridge to support employee purchasing discounts.

Target Pricing Range:

_____ % below MSRP (final pricing outlined in Exhibit A).

Pricing may vary based on:

- Product category
- Order volume
- Fulfillment model

Vendor agrees that BenefitBridge pricing:

- Will remain confidential
- Will not be publicly advertised
- Will not be marketed outside the workforce channel

4. ORDER PROCESSING

Orders will be submitted through:

- Employee purchasing catalogs
- WorkPerks platform access
- Authorized BenefitBridge ordering channels

Vendor agrees to process orders in a timely and commercially reasonable manner.

5. FULFILLMENT & SHIPPING

Fulfillment model (select one):

- Direct-to-employee shipping by Vendor
- Authorized distributor fulfillment
- Hybrid fulfillment arrangement

Vendor agrees to:

- Maintain reasonable inventory levels
- Provide shipment tracking
- Communicate backorders or delays
- Package products appropriately for transit

Shipping terms:

- Carrier: _____
- Lead Time: _____
- Freight Terms: _____

6. PAYMENT TERMS

Payment structure (select one):

- Prepaid per order
- Net ___ days
- Batch invoicing

Detailed payment terms outlined in Exhibit B.

7. RETURNS & WARRANTY

Vendor retains responsibility for:

- Product defects
- Warranty claims
- Returns processing
- Exchanges

Return procedures must be clearly communicated to BenefitBridge and employees.

BenefitBridge does not assume product warranty liability.

8. BRAND & MARKETING USAGE

Vendor grants BenefitBridge permission to use approved brand assets, including:

- Logos
- Product images
- Descriptions

For use within:

- Employee purchasing catalogs
- Digital marketplaces
- Employer communications

All brand usage will adhere to Vendor brand guidelines where provided.

9. CONFIDENTIALITY

Both parties agree to maintain confidentiality regarding:

- Pricing agreements
- Sales volume data
- Distribution mechanics
- Program structures

Confidential information shall not be disclosed without written consent.

10. DATA PRIVACY

BenefitBridge will share only necessary order fulfillment data, including:

- Customer name
- Shipping address
- Contact information

Vendor agrees to:

- Use data solely for order fulfillment
- Protect customer information
- Not retain or resell employee data

11. LIABILITY LIMITATION

BenefitBridge acts solely as a purchasing facilitator.

Vendor retains full responsibility for:

- Product performance
- Manufacturing defects
- Compliance with safety standards
- Warranty fulfillment

BenefitBridge is not liable for product-related claims.

12. TERM & TERMINATION

Agreement term:

- One year
- Ongoing until terminated

Either party may terminate with ___ days written notice.

Upon termination:

- Vendor products will be removed from catalogs
- Outstanding orders will be fulfilled
- Pricing confidentiality survives termination

13. INDEPENDENT CONTRACTOR STATUS

Both parties operate as independent entities.

Nothing in this Agreement creates:

- Partnership
- Joint venture
- Agency relationship

14. GOVERNING LAW

This Agreement shall be governed by the laws of the State of _____.

15. ENTIRE AGREEMENT

This document, including exhibits, constitutes the entire agreement between the parties and supersedes prior discussions or representations.

EXHIBIT A — PRICING SCHEDULE

Vendor Name: _____

SKU	Product Name	MSRP	Discount %	Net Price
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EXHIBIT B — PAYMENT TERMS

Payment Method: _____

Billing Cycle: _____

Remittance Details:

SIGNATURES

BenefitBridge, LLC

By: _____
Name: Mike Hammett
Title: Founder
Date: _____

Vendor

By: _____
Name: _____
Title: _____
Company: _____
Date: _____