

WHOLESALE AGREEMENT

This Wholesaler Agreement ("Agreement") is entered into between Safe Pain Solutions, LLC, a Montana limited liability company ("Company"), and the wholesale partner ("Wholesaler"). This Agreement governs the terms under which the Wholesaler may purchase, stock, market, and sell *Therapalm* products or other products offered by the Company.

1. DEFINITIONS

"Products" means the following Therapalm items:

- 0.5 oz container
- 2 oz container
- 4 oz container
- 8 oz container

"Wholesale Model" means either:

- a) Inventory Purchase Model, where Wholesaler purchases and owns inventory, or
- b) Consignment Model, where Company provides inventory owned by Company until sold.

2. TERM

This Agreement becomes effective on the date of signing and remains in effect unless terminated by either party upon thirty (30) days' written notice.

3. INVENTORY PURCHASE MODEL

3.1 Minimum Purchase

Wholesaler must purchase at least \$500 per order for wholesale pricing to apply.

3.2 Wholesale & Retail Pricing

The Company reserves the right to change the wholesale price is subject to change with thirty (3) days' prior written notice to the Wholesaler.

<u>Product</u>	<u>Wholesale Price</u>	<u>Retail Price</u>	<u>Example Starter Qty</u>	<u>Cost</u>	<u>Retail Value</u>	<u>Profit</u>
2 oz	\$10.00	\$20.00	5	\$63	\$100	\$38
4 oz	\$17.50	\$35.00	20	\$350	\$700	\$350
8 oz	\$32.50	\$65.00	2	\$65	\$130	\$65
Totals			29 units	\$530	\$1,030	\$501

Wholesaler may set their own retail prices but agrees not to sell below the listed suggested retail price without Company approval.

3.3 Payment Terms

Payment is required at the time of order unless otherwise approved in writing. Payment may be in the form of Check, Credit Card, Cash, or online payment of invoice.

3.4 Shipping

Wholesaler pays shipping unless Company offers a promotional exemption.

3.5 Stock-Out Support

If Wholesaler temporarily runs out of inventory, Company will issue a custom online discount code:

- Customer orders directly from SafePainSolutions.com
- Wholesaler earns 35% commission per unit sold
- Company provides free shipping to the customer
- Company pays monthly commissions to Wholesaler

3.6 Termination of agreement

Either party may terminate this agreement by providing written notice to the other party.

4. CONSIGNMENT MODEL

4.1 Consigned Inventory

Company will provide inventory to the Wholesaler in quantities mutually agreed upon. All consigned Products remain the property of Company until sold.

Wholesaler is responsible for verifying and confirming the product count **at the time of delivery**. Wholesaler will provide written acknowledgment of each delivery upon receipt.

Upon accepting a delivery, Wholesaler acknowledges and agrees that all consigned Products will be subject to payment once sold and Wholesaler assumes responsibility for any decrease in inventory due to damage, shrinkage, loss, or any other cause.

4.2 Monthly Inventory Reporting

Wholesaler agrees to conduct and report a complete monthly count including:

- Units received
- Units sold
- Units remaining
- Damaged or unsellable items

Inventory reports must be submitted to Company no later than the 5th of each month.

4.3 Monthly Invoicing and Payment

On the 6th of each month, Company will issue an invoice for all units sold during the prior month. Payment is due within ten (10) days ("Net 10").

Payment will be automatically debited from the Wholesaler using the payment method on file, pursuant to the Payment Authorization Agreement (attached), unless the Wholesaler provides written notice to Company at least three (3) business days prior to the payment due date.

Wholesaler is responsible for remitting payment for all units sold at the applicable consignment wholesale price.

4.4 Consequences for Late or Missing Inventory Reports

If the Wholesaler fails to submit the required monthly inventory report by the 5th of the month:

- Company may debit the full wholesale value of all consigned inventory currently in the Wholesaler's possession using the payment method on file.
- Consignment privileges may be suspended at Company's discretion.

4.5 Consequences for Late Payment

If the payment method on file fails, or if Wholesaler issues a stop payment or otherwise prevents the authorized debit:

- A late fee of 5% of the outstanding balance per day will accrue until payment is received.
- Company may suspend or terminate the consignment arrangement immediately.

Wholesaler remains responsible for the full amount owed plus any accrued fees.

4.3 Consignment Pricing

The Company reserves the right to change the wholesale price is subject to change with thirty (3) days' prior written notice to the Wholesaler.

<u>Product</u>	<u>Wholesale Price</u>	<u>Consignment Commission</u>	<u>Retail Price</u>	<u>Example Quantity</u>	<u>Total Consignment Commission</u>	<u>Retail Value</u>
2 oz	\$10.00	\$10.00	\$20.00	5	\$50	\$100
4 oz	\$17.50	\$17.50	\$35.00	20	\$350	\$700
8 oz	\$32.50	\$32.50	\$65.00	2	\$60	\$130
Totals				29 units	\$460	\$1,030

4.5. Consignment Inventory

Wholesaler and Company will mutually agree on stock quantities.

Wholesaler will bear the cost of any damage caused by mishandling

4.4 Stock-Out Support (Consignment Model)

If consigned inventory runs out, Company will issue a custom online purchase code:

- Customer orders directly from SafePainSolutions.com
- Wholesaler receives 25% commission per online sale
- Customer receives free shipping

Commission payments are issued monthly.

5. MARKETING & BRAND USE

Wholesaler may use the following in marketing:

- The name "Therapalm"
- The name "Safe Pain Solutions"
- Provided marketing materials, images, and product descriptions (if applicable)

Wholesaler may not:

- Alter product labels
- Make medical claims prohibited by FDA guidance
- Replicate Company trademarks or packaging without permission

6. PRODUCT STORAGE & HANDLING

Wholesaler agrees to:

- Store Products in a cool, dry location away from sunlight
- Keep Products sealed until sale
- Replace outdated or damaged inventory only as approved by Company

7. RETURNS & DAMAGES

- Products damaged in shipping by Company or its carriers will be replaced at no cost.
- Wholesaler must report damages within 7 days of receipt.
- Consigned damaged items must be documented in monthly inventory reports.

8. LIABILITY

Wholesaler is responsible for compliance with local and state sales tax laws.

Company is not liable for the Wholesaler's business operations, resale activities, or unsafe storage.

9. TERMINATION

Either party may terminate this agreement by providing thirty (30) days' prior written notice to the other party.

Upon termination:

- Wholesaler may sell remaining purchased inventory at retail.
- Consigned inventory must be returned within 15 days in saleable condition.
- Outstanding payments are due immediately.

10. GOVERNING LAW

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

11. SIGNATURES

Safe Pain Solutions, LLC

By: _____

Name: _____

Title: _____

Date: _____

Wholesaler

Business Name: Refer to paid invoice

Name of Authorized Representative:

Signature: _____

Date: _____

Address: _____

Email: _____

Phone: _____