

## Cooperation Agreement

This Cooperation Contract ("Agreement") is made and effective by date of "..."

### **BETWEEN:**

CJ ID (the "Selling agent"): \_\_\_\_\_

Name: \_\_\_\_\_

a person existing under the laws of their own countries or  
a corporation organized and existing under the laws of their own countries,  
with its head office located at: \_\_\_\_\_

Selling agent's Address: \_\_\_\_\_

Business Registration Number (Agent company's): \_\_\_\_\_

TAX Number (Agent Company's): \_\_\_\_\_

Company Representative (Agents'): \_\_\_\_\_

If you haven't registered a company, you own a webstore/website.

Store Name: \_\_\_\_\_

### **AND:**

Yiwu Cute Jewelry Co., Ltd. (the "Supplier" or "CJ"), a corporation organized and existing under the laws of China, with its head office located at:

No. 70335, Street 7, F5, Gate 97, District 5, International Trade City, Yiwu, Zhejiang 322000, China.

Business Registration / Tax Number : 91330782313632834R

Company Representative : LiZhi Zhou

### **Definitions**

Selling agent: the selling agent serves as a mediator between end customers and the supplier. The selling agent will be able to sell goods on behalf of the supplier, in return for a set percentage of the retail price. The selling agent will be able to accept orders, payments and shipment details on behalf of the supplier, and directly transferring them to the Supplier, who then ships the goods directly to the End Customer. The selling agent makes his profit by holding a monetary amount of the retail price, as reward for the mediation. This amount is the difference between the retail price and the price that the supplier asks for the products being sold.

Parties hereby agree as follows:

The Selling agent wishes to sell and promote the products, displayed on <https://cjdropshipping.com>, on behalf of the Supplier and agrees to give all sales and/or orders resulting from the previously mentioned products solely to Supplier without question or reservation.

## **1. Term**

The Selling agent and Supplier agree that the term of the Agreement shall commence on its above written effective date and shall continue for a period of 6 months, and for as long thereafter as it is mutually agreed between the Selling agent and Supplier.

## **2. Cancellation**

If either the Selling agent or supplier is not satisfied with the cooperation defined by this Agreement, and the results thereof, either party may terminate this Agreement by providing a thirty (30) days written notice to the other aforementioned party.

## **3. The Selling agent's Role**

The Selling agent sets up an Account via a system or APP of the Supplier.

The Selling agent is selling the mutually agreed upon Products on behalf of the Supplier, as displayed on the Supplier's Website, and ensures the Supplier that it will not make any misleading claims or produce any misleading advertising material in respect of the Products. The Selling agent is the main contact person for the End Customers and will provide After Sales support.

The Selling agent is the first point of contact when any After Sales services need to be provided to End Customer.

## **4. Supplier's Role & Services**

The Supplier will provide order fulfillment for all customers obtained by the Selling agent in regards to any products sold by the Supplier.

The Supplier provides an APP or any system for the Selling Agent to use. The core feature of this system will be free to the Selling agent.

The Supplier retains all rights to all images of the products that the Supplier has provided to Selling agent and retains the right to prohibit the use of any and or all images provided. The Selling agent may not use any of the images contained within the provided photos for any other purpose other than to gain sales, which will be on behalf of the Supplier.

The Supplier is responsible to provide the correct Price to the Selling agent. New prices will be adjusted on the Suppliers Website.

Each package sent to the End Customer will come from the Supplier directly. The Selling agent shall not be involved in the shipping process.

The Supplier is free to source products from Cooperated Factories, Yiwu Market, 1688, Taobao when the Selling agent is interested in advertising such products. The Selling agent can notify the Supplier when interested in new products via a sourcing request. The Supplier spends time on researching and listing such products to the Supplier's platform (<https://cjdropshipping.com>). The Supplier's platform will automatically increase the amount of sourcing requests that the Selling agent can file, based on the amount of orders that the Selling agent generates:

- For starting Selling agents, a maximum of 5 sourcing requests will be available daily.
- For Selling agents who generate more than 50 orders, a maximum of 10 sourcing requests will be available daily.
- For Selling agents who generated more than 2000 USD worth of orders, a maximum of 20 sourcing requests will be available daily.
- For Selling agents who generated more than 2,000,000 USD worth of orders, unlimited sourcing requests will be available daily.

## **5. Payment**

The Supplier will only process orders of which they have received the payment. The Supplier will not be responsible for any delay caused by the Selling agent's negligence to transfer the payments to the Supplier in time. The Selling agent can obtain the invoice for their part of the retail price from the Supplier at any time before or after the payment by the end customer has been made. The Selling agent can charge store credits within the Supplier's system. These credits can be used as a deduction of future payments that the Selling agent has to make for the Supplier's services. The Selling agent can also withdraw the store credit to their bank account, given that they pay a withdraw fee. For some disputed orders, the refund amounts will return by charging Selling agent's store credits. The Supplier accepts Credit Card, PayPal, Wire Transfer, Paysson, Payoneer payment.

## **6. Fees and Charges**

The Supplier will provide the Selling agent with detailed listings of all products that they sell, along with, but not limited to, the minimum price they will require for each item, shipping amounts and all other charges associated with each item.

The Selling agent is responsible to pay fees for his part of the transactions.

Prices of Products at the date of this Agreement are shown on the Suppliers Website. These prices include transportation to the delivery point. Prices may be subject to adjustment.

The Selling agent will be free to decide the final retail price for each item, as long as they transfer the minimum required price per item back to the Supplier.

## 7. Sales and Tax

The Supplier accepts its own tax that generates by his own business in China. The Selling agent should consider their own tax policy in their country. The Supplier has a responsibility to help Selling agents save tax in a legal way. Selling agents will be responsible to collect, report or remit tax information arising from any transaction involving the products provided by the Supplier.

## 8. Refund, Reshipment and Return Policies.

### Definitions

- a. A refund is defined as either partially or completely giving back the amount of money that the end customer has paid for an order.
- b. A reshipment is defined as the act of shipping an order that has already been paid for and fulfilled, either completely or partially, without charging extra costs to the end customer.
- c. A return is defined as a situation in which a fulfilled order has been sent back to the Supplier.

1). **Delayed orders.** Delayed orders can be applicable for a refund, return or reshipment if the orders are: not found, in transit, pending or expired for more than 45 days (counting from the date on which CJ receives their payment for this order) for orders that were sent to the USA or more than 60 days for orders sent to the rest of the world if:

- A customer has sent a complain (Through a PayPal dispute or other gateway, e-mail, etc.)
- The tracking number does not show any updated information.

There are exceptions on when using China Post Registered Air Mail as a carrier to some countries, which is specified below.

2). **Damaged Orders:** CJ will provide a full refund or replacement if:

- Orders arrived damaged and the end customer requests a replacement. Damaged orders have to be proven to be damaged by sending a picture of the damaged products.
- Order arrived damaged and the end customer does not want a replacement, but a refund instead. Damaged orders have to be proven to be damaged by sending a picture of the damaged products.
- For electronic products, the dispute should be opened 7 days starting from the date that the end customer has received their product. Damaged orders have to be proven to be damaged by sending a picture of the damaged products.

3). **Bad Quality:** CJ will run a quality check on most of the items before shipping them out. However, the following complaints can still count towards a refund, resend or return:

– Imperfections such as bad sewing, incorrect size or color, if the product is not working as it should be working etc.

4). **Limitations of a refund, reshipment or return for some countries:** due to international shipping limits, some of the countries we can ship to will have limitations that will restrict the ability to open a dispute by the end customer. Therefore, CJ will not accept any disputes, from the moment of dispatchment, regarding the delivery to the following countries:

Haiti, Kyrgyzstan, Madagascar, Mauritius, Bangladesh, Nepal, Nicaragua, Swaziland, Jamaica, Zambia, Ecuador, Peru, Bolivia, Chile, Argentina, Uruguay, Egypt, Sudan, Libya, Algeria, Angola, Bahamas, Benin, Belize City, Burundi, Dominican Republic, Gambia, Grenada, Cuba, Palestine, Mexico, Brazil, Paraguay.

End customers still have the option to open a dispute for orders to these countries regarding any aforementioned reasons, except the shipment / delivery.

5). **Shipping Method Limits:** Some shipping methods will be untraceable when orders arrived at some Countries, State or City. CJ will not accept any dispute when you choose shipping method and ship to the limit countries. And CJ will not recommend you to use those shipping methods when delivery countries are limited.

China Post Registered Air Mail: The USA, UK, Canada, Australia, France, Germany, Brazil etc.

HKpost: The USA, UK, Canada, Australia, France, Germany, Brazil etc.

DHL: Remote addresses will be charged additional cost. The Supplier will notify the Selling agent once this is the case.

**When volume exceeds the product's weight:** some products are bigger than its weight, meaning that their volume is higher than their actual weight. Volume usually exceeds eight when products weigh over 2 KG (Kilograms). Freight companies charge the shipping costs based on volume instead of weight. Therefore, the Supplier charges the end customer by the volume of the orders when calculating shipping costs.

As the international shipping methods are continuously developing, new methods of calculating shipping costs could be released in the future. The Supplier will adjust to these rules when this is possible.

You can still open a dispute with reasons except for delivery as usual.

6). **Disputes that are outside of the Supplier's responsibility:** the Supplier will not accept any disputes of the end customer with following reasons:

- The buyer does not like the product.
- The description does not describe the product correctly.
- Products smell unusual.
- The end customer ordered a product that they did not want to order.
- The shipping address which has been provided is incorrect.

The Supplier does not accept disputes based on these reasons, as it is the Selling agent's responsibility that the end customer knows what products they will be ordering.

7). **Products returned to CJ warehouse:**

– Normally CJ will not suggest returning products to our warehouse, as the international shipping costs are high and it takes at least 3 months to return an item to the CJ China Warehouse. Many items will be lost during the return. On top of that, most of the returned products will be damaged on the way back. CJ USA Warehouse's do not accept returns.

CJ will accept returned items once arrived, and add the products to the Selling agent's inventory once received. These items can be used by the Supplier to ship to future end customers that the Selling agent has acquired.

If the end customers insists on returning their products, please follow the procedure as described on [www.cjdropshipping.com](http://www.cjdropshipping.com).

## 9. Wrong address

The Selling agent is responsible to provide the correct address. The Supplier will charge the Selling agent any and all fees associated with providing a wrong address. If the apartment or suite number is not included or a wrong postal code is provided and reshipping is required, there will be a re-shipping charge equal to the original shipping costs, to be paid by the Selling agent. There will be a 10% restocking fee for all packages returned to Supplier because of a bad address being provided.

## 10. Responsibility

The Supplier is responsible or liable for the provided materials and products provided to the End Customer. The warranty provided on these Products is valid. If End Customers appear to have issues with their products, and the first after sales services provided by the Selling agent are not sufficient, the Supplier needs to provide further assistance to deal with the issues.

Supplier guarantees the Selling agent that all provided goods don't violate any IP, Copyright or Trademark law. In the case that products are patented, the Supplier ensures the Selling agent that they have the license to sell the goods.

However, the success of the Selling agent's webshop/website, the accuracy, or legality of its content and operation is the responsibility of the Selling agent.

## **11. Claims**

If the Selling agent becomes aware of any claim or potential claim with respect to defective products or liability arising from a delivery of any products, it shall immediately inform the Supplier in writing. Providing all necessary information/documentation to enable the Supplier to take any appropriate action.

The Selling agent may require the Supplier to give all reasonable assistance, at the Supplier's cost, to enable to defend both their reputation.

## **12. Right to Modify**

The Selling agent and Supplier retain the right to modify this Agreement at any time. The modified agreement is valid upon signature of both parties.

## **13. Severability**

If any provisions or sections of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision or section shall be deemed severed from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

## **14. Confidential Information**

During the course of business between the Selling agent and Supplier confidential information related to the Selling agent's or Supplier's business need to stay confidential. Such confidential information may include market prices, unique website visitor's , inventory levels, product features, pricing, anticipated new products, Supplier sales practices, and programs. The Selling agent agrees that the confidential information will be used solely for the purpose of conducting business with the Supplier. The Selling agent must not disclose or distribute any confidential information to any competitor of the Supplier or to any other third party without the express written consent of the Supplier.

All images of all products supplied by Supplier, including images on Supplier's website and its catalog DVD, Blue-ray, are the exclusive property of Supplier. The Selling agent may use these images only in connection with the sale of the Supplier's products and only

in compliance with any policies or terms stated by the Supplier. No other use or distribution is permitted, and the Selling agent may not use the Supplier's images in connection with the sale of products from any person or entity other than the Supplier.

Prices and product availability are subject to change, and important changes need to be shared with Vendor in advance.

## **15. Effectiveness**

This Agreement takes effect as of the date Selling agent registered. This Agreement is governed by the laws of China. The Parties agree to resolve any disputes in good faith and cooperation.

### ***Signature***

***Selling Agent:*** \_\_\_\_\_

***CJ:*** \_\_\_\_\_