

## SERVICE AGREEMENT

**THIS AGREEMENT** is made effective as of February 10, 2022 (the “**Effective Date**”).

**BETWEEN:**

**PURE TO PURE BEAUTY INC.**, a corporation existing under the laws of the Province of British Columbia, Canada, having its principal office located at and having an office at [REDACTED] Note: Personal Information

(the “**Client**”)

**AND:**

**FAST MARKETING SERVICES E.K. PFORZHEIM**, a corporation existing under the laws of Germany, having its principal address at [REDACTED] Note: Personal Information

(the “**Service Provider**”)

The Client and the Service Provider may be individually referred to as a “**Party**” and collectively as the “**Parties**”.

**WHEREAS** the principal business of the Client is the development and sale of consumer product goods, including health and wellness products, under the *Pure to Pure* brand;

**AND WHEREAS** the Service Provider specializes in E-commerce and digital marketing initiatives.

**AND WHEREAS**, the Client desires to engage the Service Provider to provide certain services in the area of the Service Provider’s expertise and the Service Provider is willing to provide such services to the Client.

**NOW THEREFORE**, the Parties hereto agree as follows:

**1. Engagement and Services**

- (a) Engagement. The Client hereby engages the Service Provider to provide and perform the Services (as defined herein) set forth in section 2 hereof, and the Service Provider hereby accepts the engagement.
- (b) Standard of Services. All Services to be provided by the Service Provider shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that the Service Provider has represented it has. The Client shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Service Provider to perform the Services.

- (c) Tools, Instruments and Equipment. The Service Provider shall provide its own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.
- (d) Representation and Warranty. The Service Provider represents and guarantees to the Client that it has the skills, the experience, the connections and all means needed to perform correctly the Services. The Service Provider undertakes that any action, promotion, canvassing or communication relating to the Client will respect its image and its positioning and will comply with the Client's quality standards as well as with its marketing policy.

## 2. Services

- (a) Services. The Service Provider agrees to perform the following services to the Client (the "**Services**"):
  - (i) Research, development and distribution services - Service Provider is responsible for sourcing suitable white label beauty products for Client in the European market. The aim is to find products that are eco-friendly and suitable for platforms such as Amazon and Shopify. Once the product is identified, the service provider is responsible for the following:
    - (I) Creating the financial model to forecast sales;
    - (II) Research competitors' products and identify Client's product placement, promotion and price strategy;
    - (III) Develop Client's brand positioning and its narrative;
    - (IV) Identify discount strategy and credit policies;
    - (V) Identify marketing and distribution channels and
    - (VI) Identify advertisement channels;
  - (B) Initial Amazon store consultation; - Service Provider is responsible for the setup and operation of the Amazon store and to comply with all the Amazon policies including, but not limited to brand registration, distribution of product(s) according to Amazon's policies, registration of trademarks, registration of UPC code and listing of Client's products on Amazon's pay per click advertisement channels;
  - (C) Corporate registration consultation – includes entity formation and obtaining a sales tax certificate; - Service Provider is responsible for any corporate documents or sales tax documents that are required for Client to sell its products within European jurisdiction;
  - (D) Assistance with Amazon store setup;
- (ii) Inventory sourcing – Service Provider shall source items within the health and beauty markets for white label products and produce reports containing a shortlist of white label products; Client is responsible for the cost of inventory; Client understands that European, and/or Chinese suppliers will be contracted;
- (iii) Customer service; - Service Provide is responsible for all customer service tasks related to the European market. This includes, but is not limited to

answering customer inquiries regarding Client's products listed on the Amazon or the Shopify platforms;

- (iv) Order fulfillment once product(s) are listed – Service Provider is responsible for coordinating with Amazon team to complete order fulfillment to make sure customers receive their product in a timely manner;
- (v) Price management once product(s) are listed – Service Provider is responsible for the pricing strategy and promotion programs;
- (vi) Inventory management once products are listed – Service Provider is responsible for notifying the Client if inventory levels are low and if additional working capital is needed to replenish the inventory;
- (vii) Customer review management – Service Provider is responsible for managing customer reviews from European customers. Service Provider shall acknowledge and respond to positive or negative feedback in a timely manner;
- (viii) Product return management – Service provider is responsible for creating the return policy and executing return transactions upon request;
- (ix) Amazon seller account health management – Service Provider will have administration access to Client's Amazon account. Service Provider shall keep the Amazon seller account in good standing;
- (x) Trademark registration – Client's trademark is registered in Canada and in Germany. Service Provider is responsible to submit trademark registration to Amazon if necessary; and
- (xi) Monthly affiliate marketing performance reports, invoices for payments, and maintain detailed records of the affiliate network – Service provide is responsible for managing the marketing budget. If service provider decides to use affiliate marketing, service provider should manage affiliate marketing performance reports, invoices for payments and maintain detailed records of the affiliate network

### 3. Term of Agreement

- (a) Term. This Agreement shall commence on the date hereof and will remain in full force and effect until this Agreement is terminated by the Client or Service Provider in accordance with section 3(b) hereto.
- (b) Termination. This Agreement may be terminated by the Client, without cause and without liability, by (a) giving thirty (30) calendar days written notice of such termination to the Service Provider or (b) immediately serving notice to terminate this Agreement if, within 365 calendar days of the online store receiving its first batch of inventory at the Amazon warehouse(s), the Client's store has not yielded minimum net profits of \$20,000 (as stated on the Amazon sales tracker). This Agreement may be terminated by either Party by giving fifteen (15) calendar days written notice of such termination to the other Party in the event of a material breach by the other Party. A "**Material breach**" shall include: (i) any breach of a provision of this Agreement that a Party has failed to cure within thirty (30) calendar days after receipt of written notice by the other Party, (ii) an act of gross negligence or wilful misconduct of a Party, and (iii) the insolvency, liquidation or bankruptcy of a Party.
- (c) Effect of Termination. Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the

effective date of termination and except as otherwise expressly provided in this Agreement.

#### 4. Compensation

- (a) Fees. In consideration for the Services, the Service Provider shall be paid a setup fee of \$20,000.00 (the “**Set-up Fee**”) for the Services and a commission (the “**Commission**”) of 30% of the monthly net profits derived from the sales of the Products sold pursuant to this Agreement, which shall increase to 50% once the aggregate Commission paid to the Service Provider reaches \$20,000. For the purposes of this Agreement, “net profits” shall mean revenue less Amazon fees (Merchant & FBA Fees), cost of goods sold, any 3rd party logistic fees, pay-per-click, and/ or any other business-related expenses. The Commission shall not include any payments refunded to a customer, and if a payment is refunded to a customer after the relevant amount is included in a Commission payment, such amount may be deducted from a future Commission payment.
- (b) Payment Terms. The Set Up Fee shall be payable within 20 days of the Effective Date. The Commission will begin to accrue immediately upon the sales of products pursuant to this Agreement. The Service Provider shall invoice the Client on a monthly basis for the Commission due in accordance with section (4)(a) and any expenses incurred in accordance with section 4(b), all invoices to be paid by Client within 30-days of the receipt of such invoice(s).
- (c) Expenses. The Service Provider shall be entitled to reimbursement for all pre-approved expenses reasonably incurred in the performance of the Services, upon submission and approval of written statements and receipts in accordance with the then regular procedures of the Client.
- (d) Payment Method. Payments of the Set-Up Fee will be made via Wire.
- (e) Taxes. The above compensation includes all applicable sales tax and duties as required by applicable law. The Service Provider shall be solely responsible for any payment of taxes as a result of Service Provider’s receipt of the Set-Up Fee and Commission. Client shall be solely responsible for any payment of taxes as a result of Client’s receipt of any profits.
- (f) Late Payment. Any late payments will trigger a fee of 5% of the amount of the outstanding payment. This will accrue monthly using simple interest until the fee is paid.

#### 5. Currency

All payments required to be made pursuant to the provisions of this Agreement and all money amount references contained herein are in lawful currency of the United States unless otherwise stated.

#### 6. Confidential Information

- (a) Definition. In this Agreement the term “**Confidential Information**” shall mean the Work Product and any and all information relating to the Client’s business, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by

Client either directly or indirectly in writing, orally or visually, to the Service Provider. Confidential Information does not include information which:

- (i) is in or comes into the public domain without breach of this Agreement by the Service Provider,
  - (ii) was in the possession of the Service Provider prior to receipt from the Client and was not acquired by the Service Provider from the Client under an obligation of confidentiality or non-use,
  - (iii) is acquired by the Service Provider from a third party not under an obligation of confidentiality or non-use to the Client, or
  - (iv) is independently developed by the Service Provider without use of any Confidential Information of the Client.
- (b) Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance and in writing by the Client, the Service Provider will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party. The Service Provider may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, the Service Provider shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. The Service Provider shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.
- (c) Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon Client's earlier request, the Service Provider will deliver to Client all of Client's property or Confidential Information in tangible form that the Service Provider may have in its possession or control. The Service Provider may retain one copy of the Confidential Information in its legal files.

## 7. Intellectual Property

- (a) Intellectual Property. All intellectual property and related material (the "**Intellectual Property**") that are developed or produced under this Agreement, will be the property of the Client.
- (b) The title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Service Provider.

## 8. Independent Contractor

- (a) Independent Contractor. In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent consultant and not as an employee. The Service Provider and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Service Provider



- (e) Enurement. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, administrators and permitted assigns.
- (f) Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and applicable Canadian law. The parties hereto agree that the courts of British Columbia shall have the exclusive jurisdiction to entertain any action or other legal proceedings based on any provisions of this Agreement. Each party attorns to the exclusive jurisdiction of the courts of British Columbia.
- (g) Severability. If any term of this Agreement is partially or wholly invalid or unenforceable, the remainder of this Agreement shall not be affected and each remaining term shall be separately valid and enforceable.
- (h) Interpretation Not Affected. In this Agreement, using separate parts and inserting headings are for convenient reference only and shall in no way define, limit, construe or describe the scope or intent of this Agreement nor in any way affect this Agreement.
- (i) Counterparts. This Agreement may be signed by facsimile, pdf e-mail attachment or original and executed in any number of counterparts, and each executed counterpart shall be considered to be an original. All executed counterparts taken together shall constitute one agreement.
- (j) Assignment. The Service Provider will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.
- (k) Waiver. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

*[Signature page follows.]*

IN WITNESS WHEREOF and intending to be legally bound, the Parties have duly executed this Agreement as of the date first written above.

**PURE TO PURE BEAUTY INC.**

**FAST MARKETING SERVICES E.K.  
PFORZHEIM**

Per: s/ "Simon Cheng"  
Simon Cheng  
*Authorized Signatory*

Per: s/ "Juliane Fast"  
Juliane Fast  
*Authorized Signatory*