



FROM THE SOURCE, LLC WELCOME LETTER

Hi!

Thank you for your interest in WineSkin. In this packet, you will find the relevant documents to consider in advance of becoming a WineSkin retailer and purchasing directly from us.

If you would like to become a direct retail account, please fill out the New Business Application, Sales Agreement (defining the channels you can sell through, brick and mortar, eCommerce, etc.), and Credit Card Authorization form. You can digitally submit these documents at this link:

<https://app.hellosign.com/s/233af68a> or print, fill and scan/return to us at info@wineskin.net.

Please note that with orders under \$500, we will be charging the credit card on file at time of purchase (and sending a copy of the Invoice marked "paid"). For orders over \$500, if you are requesting payment terms, they will be Net 30 and payments can be made by check. However, if we don't receive payment by day 36, we will charge the card on file. We find that this is easier for us to manage and it reduces some of the time/expense related to these size orders. For orders that are more than \$1,000, we can discuss other available terms.

We understand the sensitive nature of keeping your credit card on file. We use highly secure encryption protocols for our sensitive documents and while we can't direct our cloud-based software providers how to manage their security systems, we do use best of breed software. That being said, for added security if you so desire for the credit card information that we keep in our files, you can indicate xxxx xxxx [last 4 digits of card] and we will contact you to receive the full card number.

We ship Fed Ex ground and shipping varies according to how many WineSkin you purchase. Please find our shipping costs attached. Please note that this price is for our non-customized wineskins only; custom logo'd wineskins shipped from a different location is determined on a case by case basis. We also offer the ability for you to ship on your own shipping account to which we will add a \$5.00/carton handling fee.

When you order, you will be emailing your PO to orders@wineskin.net or you can fax to 866-341-2659. On the PO please include a reference number, shipping address, quantity desired, and product (sku). If you email the PO, you will receive an order receipt confirmation email back to you. We endeavor to fulfill every order within 2 business days. If we can't, you will hear from us and let you know the fulfillment date.

For the customized skins, please see the options listed on the fourth page of the price list.

Please let me know if you have any questions, or need anything further. You can contact me directly at aaron@wineskin.net or 310-219-6021.

Thank you again for your interest!

Regards,

Aaron, WineSkin

NEW BUSINESS ACCOUNT APPLICATION

Vendor: From The Source, LLC d/b/a WineSkin
Address: 8628 Scarsdale Drive
Las Vegas, NV 89117
Telephone: (310) 219-6021 Fax: (866) 341-2659

Business Name _____ Tel.No. _____ Date _____
Billing Address _____ City _____ State _____ Zip _____
Shipping Address _____ City _____ State _____ Zip _____
Owner/Manager _____ How long in business _____ Reseller Permit # _____
Name of Buyer (Person): _____ Email: _____ Tel: _____
Name of A/P (Person): _____ Email: _____ Tel: _____

WineSkin Payment Term Policy: Net 30 payment terms are only extended to accounts that place purchase orders over \$500. For purchase order that are under \$500, WineSkin requires a credit card to be held on file. An account that pays late more than one (1) time in any calendar year will thereafter be required to submit a credit card to be held on file. Payment terms will thereafter be Net 30 and WineSkin retains the right to charge the credit card on file on Day 36.

The undersign acknowledges and agrees that the credit card held on file for the business may be charged for amounts owed if payment is not received therefore within 36 days of invoice date.

The undersigned acknowledges that credit privileges (terms), if granted, may be withdrawn at any time. Additionally, subject to the discretion of vendor, a pro rated annual 10% late fee may be assessed monthly on any invoice that has not been paid timely.

By: _____

Name:

Its:

Account Rep (if applicable): _____

CREDIT CARD AUTHORIZATION FORM

Vendor: From The Source, LLC d/b/a WineSkin (“WineSkin”)
Address: 8628 Scarsdale Drive
Las Vegas, NV 89117
Telephone: (310) 219-6021 Fax: (866) 341-2659

Date _____

Business Name _____ (“Business”)

Credit Card To Be Held On File:

Name on Card: _____

Card Type (Visa/AmEx/MC/Disc): _____

Number: _____ Exp: Date: _____ CVV: _____

Billing Address: _____

The undersigned authorizes WineSkin to charge the above referenced credit card for amounts owed by Business to WineSkin.

By: _____

Name:

Its:



FROM THE SOURCE, LLC RETAILER AGREEMENT

This Retailer Agreement (this “Agreement”), is made and entered into by and between From The Source, LLC, a Nevada limited liability company, with its principal place of business located at 8628 Scarsdale Drive, Las Vegas, NV 89117, email: aaron@wineskin.net (hereinafter referred to as “FTS”), and _____ with a principal place of business at _____, email: _____ (hereinafter referred to as “Retailer”). The effective date of this Agreement shall be _____, 20__.

FTS owns, manufactures and sells patented products, including its bottle transport bag commercially known as WineSkin® (the “Product”). Retailer wishes to purchase the Product from FTS, and FTS wishes to sell and supply the Product to Retailer at wholesale list prices, on the terms and conditions set forth herein. NOW, THEREFORE, FTS and Retailer agree as follows.

1. **SCOPE OF AGREEMENT.** FTS hereby authorizes Retailer, on a non-exclusive basis and solely within the United States and its territories, during the term of this Agreement, to buy, sell, and solicit orders for Product solely through sales channels that are owned and/or controlled by Retailer. Such sales channels shall not include hosted 3rd party marketplaces, including but not limited to Ebay, Amazon, Jet and the like without first obtaining written approval by FTS. Retailer agrees to consult, and cooperate with, FTS concerning Retailer’s activities. Retailer expressly acknowledges and agrees to follow FTS’s policies and procedures pertaining to Retailers, including, but not limited to, policies and procedures regarding the buying, selling, solicitation, distribution and administration of Product. FTS reserves the absolute right to set and modify at any time FTS’s policies and procedures and pricing at FTS’s sole discretion.

The term of this Agreement shall be for a period of one (1) year, and renew automatically for successive one (1) year periods. Either party may terminate this Agreement at any time by providing 15 days written notice to the other party at the address provided herein, or as otherwise subsequently noticed in writing.

Retailer agrees and acknowledges that the restriction on sales channels is a critical provision in this Agreement and Retailer acknowledges that FTS may seek and/or obtain injunctive and/or equitable relief against Retailer or any of its parents, subsidiaries or affiliates.

2. **INITIAL MINIMUM ORDER BY RETAILER.** Retailer must make an initial minimum product order of _____ directly from FTS upon execution of this Agreement.

3. **WHOLESALE LIST PRICE AND TERMS OF SALE.** Upon placing an order from FTS of Product, under the terms and conditions as outlined in this Agreement or as other coordinated through writings and in FTS’s policies and procedures, Retailer shall be eligible to purchase Product at the FTS designated wholesale list price prevailing at the time of purchase.

4. **ENTIRE AGREEMENT; MODIFICATION; WAIVER.** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter covered herein and supersedes all negotiations, conversations, discussions, or other agreements, oral or written, purportedly agreed to or represented by or on behalf of FTS by any of its employees or agents, or contained in any sales materials, consulting proposals or brochures, and shall be deemed to bind the parties hereto with respect to the subject matter hereof. No provision of this Agreement may be modified, amended, or waived without written consent of both parties. It is understood that no waiver of any breach of any term hereof shall constitute a waiver of any preceding or succeeding breach of the same or any other term.



5. GOVERNING LAW; VENUE. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Nevada applicable to contracts. Any dispute, action, cause of action, claim or proceeding with respect to this Agreement shall be commenced solely in the courts of the State of Nevada, with jurisdiction exclusive to the State or Federal Court within Clark County, Nevada.

6. TERMS AND CONDITIONS Other important provisions of this agreement are contained in the terms and conditions and policies and procedures that may be provided to Retailer from time to time.

7. AGENCY. Nothing contained in this Agreement shall be construed so as to create an agency relationship or make the parties partners or joint venturers or to permit the Retailer to bind FTS to any agreement or purport to act on behalf of FTS in any respect.

8. ATTORNEY’S FEES. Should any action be brought with respect to the terms and conditions of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred in the prosecution and defense of that action, including reasonable attorney’s fees, whether or not suit has been filed.

9. INSURANCE. RETAILER agrees to obtain and maintain Commercial General Liability Insurance to include contractual liability, and coverage for bodily injury, personal injury, advertising injury and property damage arising out of all operations of Retailer, including products and completed operations applicable to any claim, liability, damage, cost or expenses arising out the representations made by Retailer not approved by FTS.

10. IP. Retailer shall not use FTS’ name, or the trademarks owned thereby, including WineSkin, other than as permitted hereunder and, in particular, shall not incorporate FTS’ name, or the name of the Product, in the Retailer’s corporate or business name in any manner whatsoever. Retailer agrees that in selling the Product and marketing the Product for purposes of resale, it will in no way represent that it has any rights, title and/or interest in or to the Product or the intellectual property associated therewith other than those expressly granted under the term of this Agreement. Retailer further agrees that it will not use or authorize the use, either during or after the term, of any configuration, trademark, trade name, or other designation confusingly similar or substantially similar to the Product the Company, or any element thereof.

IN WITNESS WHEREOF, the parties have executed and delivered, or caused their duly-authorized representatives to execute and deliver this Agreement as of the date set forth at the beginning of this Agreement.

ACCEPTED AND AGREED:

“FTS”

“Retailer”

Name: Aaron Snyder
Title: CEO/Owner
Date:

Name:
Title:
Date:

WineSkin Shipping/Handling Charges

Effective June 1, 2017 Prices Subject to Change

	Units	100	250	500	1000
West CA-OR-WA-ID-NV-AZ-UT		17.50	26.00	42.00	80.00
Mountain CO-WY-MT-NM-TX-OK-KS-NB-SD-ND		19.50	27.50	45.00	86.00
Central LA-MS-TN-KY-OH-IN-MI-IL-MO-IA-WI-MN-AR		22.50	29.00	48.00	92.00
East NY-VA-MD-PA-MA-WV-DE-NJ-CT-RI-VT-NH-ME		22.50	30.50	51.00	98.00
South East NC-SC-GA-FL-AL		22.50	30.50	51.00	98.00

FOR CUSTOM ORDERS, ORDERS GREATER THAN 1000 UNITS LOCATIONS IN HAWAII AND ALASKA, SHIPPING COST WILL BE DETERMINED ON A CASE BY CASE BASIS

Customers may use their own shipping accounts with a handling fee of \$5.00 per carton.