BEAN BOX®

Drop Shipper Agreement
Last Updated: July 30, 2026

1. Bean Box, Inc. ("Bean Box") and Vendor hereby agree, on a non-exclusive basis, to enter into a Drop Shipping relationship, in which Bean Box will market and sell Vendor products including but not limited to Whole Bean and Ground Coffee, to be shipped directly to Bean Box Customers by Vendor.

INTELLECTUAL PROPERTY RIGHTS

2. Bean Box has the unrestricted right to promote, market, sell, and otherwise commercialize Vendor Products in any manner Bean Box discretionarily determines appropriate or fit, including the design, branding, pricing, packaging, product naming and/or description, and bundling thereof. This shall include the right to list and/or sell Vendor Products beyond the immediate scope of the Bean Box Web site and mobile application, including but not limited to marketplaces including Google, Meta, Amazon, TikTok and elsewhere.

3. Vendor hereby grants Bean Box an irrevocable, non-exclusive, royalty-free and fully paid up, worldwide right to use its corporate names, trade names, trademarks, service marks, logos, product names and/or descriptions, images, and other promotional and marketing materials provided to Bean Box (“Licensed Property”) in connection with Bean Box’s promotional, marketing, sale, and other commercialization of Vendor Products.

4. With respect to any promotional and marketing materials that Bean Box prepares for or uses in connection with Vendor Products, subject to Vendor’s interest in the Licensed Property contained therein, Bean Box exclusively owns all of such promotional and marketing materials, including (a) its trademarks, trade names, logos, and images contained therein, (b) all product reviews, product metadata, and product names, (c) descriptions thereof, and (d) all intellectual property rights associated with the foregoing (collectively, “Bean Box IP”). Vendor may not use any Bean Box IP without prior written consent from Bean Box.

CUSTOMER DATA

5. Bean Box shall exclusively own the Customers and all Customer Information; and other than in connection with the transactions contemplated by this Agreement, Vendor shall not, directly or indirectly, use or disclose the Customer Information, including, but not limited to: (i) selling or renting any Customer Information; (ii) sending any written communications, including emails, to any Customers, or otherwise soliciting any Customers, (iii) marketing to Customers, and/or (iv) making any use of the Customer Information, either individually or in an aggregate form. “Customer Information” means all user and Customer information (including, but not limited to, name, e-mail address, billing address, shipping address, telephone number, items ordered and shipped, order and ship dates and shipping information) obtained in connection with sales of Vendor Products to Customers made by Bean Box.

6. Bean Box shall have the right to charge the Customer separately for shipping, handling, expedited service and any other item(s), in its sole discretion, and shall have no obligation to remit or share any portion of such amounts with Vendor. Bean Box shall be the sole point of contact with the Customer with respect to payment and collections, and Vendor shall not invoice, bill or charge any Customer any amount in respect of the Products (including in connection with the return thereof).

VENDOR RESPONSIBILITIES

7. Vendor is responsible for providing timely and accurate content, pricing, inventory and other information about the specific Products to be sold under this agreement. Where and as applicable, this shall also include any warnings required by any local, state or federal law, independent of Vendor location. Vendor is responsible for maintaining accurate fulfillment and shipping rules and details, and for shipping Products in accordance with those rules in a timely manner. Bean Box will provide a secure Portal for managing all content and operations under this Agreement, and Vendor agrees to limit access to only authorized and appropriate personnel.

8. Vendor agrees to ship Products in Bean Box-provided shippers. Vendor agrees to include Bean Box-provided printed materials as specified by the Portal. Vendor may not include any customer solicitation materials, but may include branding materials (such as stickers), provided those materials are limited in weight to 0.25 ounces.

PAYMENT & REMITTANCE

9. Amounts earned by Vendor are determined by multiplying the count of each Product successfully shipped, by the Wholesale Price per product set by Vendor, measured weekly from Monday through Sunday (Pacific Time), less any deductions, and payable on a NET 45 basis. Deductions include but are not limited to shipment of incorrect Products; failure to ship in a timely manner; and delivery of defective, poor quality, expired or stale Product. Each specific deduction will be capped at the sum of the wholesale price for each Product involved, plus (optionally) any shipping costs incurred by Bean Box. The calculation, categories, caps, and dispute process for such deductions are set out in the Bean Box Fulfillment Accuracy Policy, available at beanbox.com/accuracy, as updated by Bean Box from time to time, which is incorporated into this Agreement by reference. Bean Box may update that Policy without prior notice; the version posted at beanbox.com/accuracy at the time an invoice is issued governs that invoice.

WARRANTY

10. Product Recalls. In the event the Consumer Product Safety Commission or other federal, state or local agency (the “Commission”) issues an order pursuant to any consumer protection law (hereinafter referred to as the “Act”) requiring either Bean Box or Vendor to recall, replace, repair or make refunds with respect to all or part of any Product (a “Recall”) or where Vendor determines that a Recall is warranted prior to or without regard to any proceeding or determination by the Commission, Vendor shall do so at its expense and assume all costs (including without limitation, reimbursements to Bean Box for its out-of-pocket expenses) and such Recall shall be effectuated in a manner determined by Vendor with Bean Box’s consent (which shall not be unreasonably withheld). For purposes of this Section, out-of-pocket expenses shall

include any expense incurred by Bean Box relating to the Recall. In any event, Vendor shall accept return of any Product involved in a Recall and Vendor shall refund to Bean Box all monies paid for said Product. In no event shall Vendor treat Bean Box less favorably than any other customer in the event of a Recall or potential Recall. Nothing contained in this Section shall prevent Bean Box from taking any actions as may be required of it under the Act and Vendor shall pay Bean Box all costs and expenses incurred by Bean Box in so doing. Vendor will promptly notify Bean Box of any recalls or threatened recalls of any Product.

LEGAL RIGHTS, INDEMNIFICATION, & TERMINATION

11. Each party indemnifies the other party for any liabilities, damages, losses (including reasonable attorney's fees) resulting from any third-party claim arising out of such party's gross negligence or willful misconduct. However, neither party will be liable to the other party for lost profits or business opportunities, or any other indirect, incidental, consequential, special, or reliance damages, however caused and under any theory of liability. Under no circumstance will either party's aggregate liability under this Agreement exceed the total purchase price that Bean Box pays to Vendor during the 1-month period prior to the date on which the cause of action arises.

12. This agreement will be governed by the laws of the State of Washington, without reference to conflict of laws principles. The parties will use commercially reasonable efforts to resolve disputes amicably. Any dispute, controversy, or claim arising out of this Agreement will be determined and settled by final and binding arbitration in Seattle, Washington in accordance with the rules of the American Arbitration Association.

13. This agreement commences on the Effective Date and will remain in force until terminated in accordance with this section. Either Vendor or Bean Box may terminate the relationship and this Agreement at any time with written notice to the other party.

14. The relationship between the parties will be that of independent contractors. Vendor may not represent itself as the agent or legal representative of Bean Box for any purpose whatsoever. This Agreement will not create or be deemed to create any agency or joint venture between the parties.

15. Except as required by law, Vendor may not disclose to any third party any terms of this Agreement (or the existence thereof) without prior written consent of Bean Box.

16. If any provision contained in this Agreement may be deemed, to any extent, to be invalid or unenforceable, the remainder of this Agreement (and the application of such provision to persons or circumstances, if any, other than those in respect of which it is invalid or unenforceable) will not be affected thereby, and each and every provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

17. This Agreement, together with the Bean Box Fulfillment Accuracy Policy incorporated by reference in Section 9, constitutes the complete and entire agreement and understanding between the parties concerning Drop Shipping. Except for the Fulfillment Accuracy Policy, which Bean Box may update unilaterally as provided in Section 9, this Agreement may only be amended or modified by a written agreement mutually executed by the parties.

Vendor:	_____	Bean Box, Inc.	
		Matthew Berk, CEO	
By:	_____	Effective Date:	_____
Name:	_____		
Title:	_____		
Date:	_____		

LAST UPDATE: 2026-07-30