



5000 Linbar Drive Suite 250  
 Nashville, TN 37211  
 615-994-0660

# RESELLER AGREEMENT

<p>Where will you sell our product?</p> <p><input type="checkbox"/> Online      <input type="checkbox"/> Doctors / Chiro</p> <p><input type="checkbox"/> Retail        <input type="checkbox"/> Veterinaries</p> <p><input type="checkbox"/> Direct Sales   <input type="checkbox"/> Other</p>		<p>Type of Business</p> <p><input type="checkbox"/> Sole Proprietorship</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Corporation</p>
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Name: \_\_\_\_\_ PH: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Company Name (include dba's): \_\_\_\_\_

Retail Name (if applicable): \_\_\_\_\_

Retail Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Owner: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

How many retail locations do you have? \_\_\_\_\_

Person responsible for approval of reorders and payment of invoices:

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Please complete the attached W9 and attach all supporting documents (State Tax Exemption and other)

Dealer Policies

1. Cannaroo does not authorize its resellers to sell any of its products on Amazon, Ebay or any similar type of online store without express permission.
2. Cannaroo does not authorize reselling to other retailers or sales reps.
3. Resellers agree to sell exclusively in their domestic territory. Reselling in foreign markets is prohibited.
4. Resellers will only ship to legitimate commercial addresses. We do not drop-ship orders to locations other than the reseller's main ship-to address. Product shipments cannot be sent to residential address.

UPON POSITIVE ACCEPTANCE BY CANNAROO, OF APPLICATION, I (WE) AGREE TO PAY FOR ALL GOODS PURCHASED ACCORDING TO THE TERMS OF EACH TRANSACTION.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

7% surcharge on credit card purchases – we recommend ACH or Check

PAYMENT APPROVAL

Payment Type

- Visa
- Mastercard
- ACH

Credit Card # \_\_\_\_\_

Exp Date \_\_\_\_ / \_\_\_\_ CVS \_\_\_\_\_

Name on Card: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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



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# MAP POLICY

Cannaroo™, has unilaterally adopted this Unilateral Minimum Advertised Price Policy (“MAP Policy”) on selected products, which shall apply to anyone selling Cannaroo products (Resellers), including catalogs and internet retailers, (collectively, “Resellers”) who market Cannaroo™ products to end users located in the U.S. and Canada. Cannaroo™ is adopting this policy to ensure there is no confusion in the market place.

This MAP Policy shall work under the following guidelines:

1. The MAP Policy does not allow advertised pricing to be discounted below Minimum Advertised Price (“MAP”).
2. The minimum price for all products will be established as the posted retail price posted at [www.Cannaroo.com](http://www.Cannaroo.com).
3. The MAP policy applies to all advertisements of Cannaroo™ in any and all media, including, without limitation, flyers, posters, coupons, mailer, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media including websites, email newsletters, email solicitations, television, radio, and public signage. The MAP policy IS applicable to any in-store advertising that is displayed in the store and or distributed to any customer. In-store displays, point-of-sale signs, hangtags or bar codes or similar marks on products or product packaging is included in this MAP policy.
4. Cannaroo™ product(s) must be exempted from all store-wide or category-wide sales or coupons which would effectively advertise them below MAP.
5. “Bundling” or including a free or discounted product (Cannaroo™ or another manufacturer’s product) with a Cannaroo™ product covered by this MAP policy would violate this policy and is not permitted.
6. If pricing is displayed, any strike-through or other alteration of the MAP price is prohibited.
7. From time to time, Cannaroo™ may instigate promotions for products covered by the MAP Policy because the products are being discontinued or because they are just being released. In such events, Cannaroo™ reserves the right to modify or suspend the MAP with respect to the affected products by notifying Resellers of such a changed. Cannaroo™ further reserves the right to adjust the MAP with respect to all or certain products at its sole discretion upon 7 days advanced written notice to Resellers provided that such changes shall apply equally to all Resellers.
8. A violation of the MAP Policy will result in an immediate termination of any Reseller Agreement.
9. This MAP Policy and its enforcement is solely the decision and responsibility of Cannaroo™. No employee or sales representative or distributor of Cannaroo™ is authorized to discuss or modify this policy. Any action of any person, which claims to modify this policy or to solicit or obtain the agreement of any person to this policy, is unauthorized and invalid. Any questions about this policy should be in writing and directed to MAP Enforcement. No oral communications about this policy are authorized. The foregoing MAP Policy and any Map Product Listing is subject to modification or discontinuance by Cannaroo™, in its sole and absolute discretion, at any time. Any action taken by Cannaroo™ under this policy shall be without liability to Cannaroo™.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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



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# AGREEMENT

This Reseller Agreement is made on \_\_\_\_ between Cannaroo LLC, located at 5000 Linbar Drive Suite 250 Nashville TN and \_\_\_\_\_ (hereafter referred to as Reseller), located at \_\_\_\_\_. Cannaroo hereby authorizes and appoints Reseller who accepts such responsibility to market, sell, or incorporate for resale the products offered by Cannaroo.

1. **DISCOUNT / WHOLESALE PRICE** All approved Resellers will receive a 50% discount of the established retail price found at [www.Cannaroo.com](http://www.Cannaroo.com)
2. **OPENING ORDERS** The minimum open order is One thousand two hundred dollars and no cents (\$1200) after applied discount.
3. **REORDERS** The minimum reorder amount is \$500 after discount as long as the order is placed within 30 days of the opening order.
4. **PURCHASE ORDERS** Reseller shall submit all orders for products in writing to Cannaroo via email and include in each Purchase Order
5. **SHIPPING** It is the responsibility of the Reseller to specify and pay for the method of shipping, handle any associated handling expenses including (if applicable), customs clearance, import/export fees, freight risks and insurance.
6. **PRICING** Reseller agrees to abide by the terms of the MAP Policy attached to this Agreement.
7. **RETURNS** Cannaroo does not offer refunds unless the product is deemed to be damaged during manufacturing.
8. **BUYER-SELLER RELATIONSHIP** The relationship created by this Agreement is solely a buyer-seller relationship. This Agreement does not make either party the employee, agent, or legal representative of the other for any purpose whatsoever.
9. **CHANGES** Cannaroo reserves the right to amend / change this Agreement at any time.
10. **DISCLAIMER** Except as expressly set forth in this Agreement, Cannaroo makes no warranties, express or implied, with respect to the Merchandise. Any suggestions made by marketing materials are only suggestions and not necessarily backed by clinical studies and hereby in no event shall Cannaroo be liable for indirect, incidental or consequential damages, including, without limitation, lost revenues or profits of Reseller.

*I understand and accept the terms of this Agreement*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_