



RESELLER AGREEMENT

BETWEEN: Ifrenel, Inc. (hereinafter referred to as the "Company") a company organized and existing under the laws of Iloilo, Philippines with its head office located at: Sulu Garden Zulueta Ave. Bolho, Miag-ao, Iloilo, 5023, Philippines

AND _____ (hereinafter referred to as the "**Reseller**"), having its place of business or residence at _____.

This Member Agreement (hereinafter referred to as the "Agreement") is entered and shall be effective as of _____.

WHEREAS the Company agrees and appoints the Member to resale, market, and promote the Company's products (hereinafter referred to as the "products")

Hereinafter, the Company and the Member shall be collectively referred to as the "Parties" and individually as the "Party".

THEREFORE, the Parties agree to comply with the terms and conditions as required below:

1. Authorization. The Company authorizes and grants a special license to the Reseller to resale, market and promote the products as agreed upon by the Parties.

2. Payment Terms. For the Company to provide the Reseller with the products, the Company shall invoice the Reseller with an amount corresponding to the products that will be delivered. This amount shall be paid to the Company on the same date of invoice. **The Company shall only accept payment in Cash, Cheque, or Bank Deposit from the Reseller in full.**

3. Obligations. The company will provide promotions on social media and other platforms that the reseller can use for the promotion of the product for the benefits of both parties with the **restrictions of**

- A) Creating social media pages/accounts under the company's name.**
- B) Creating online promotions without notifying the company.**

Trademark Information: Ifrenel and Clayn are registered trademarks. Any unauthorized use is strictly prohibited.

4. Products

- A) The Company shall **drop off, ship out, dispatch and /or deliver the products at a given time frame agreed upon depending on the location of the Reseller upon receiving the payment.** Failing to do so shall result in termination of the Agreement by the Reseller without any prior written notice.
- B) The products' **prices are subject to change without prior notice.**
- C) The Reseller shall not have any right, title or interest in the products and **cannot directly or indirectly change and/or modify the products.**

5. Representation and Warranty. Company hereby represents all the products as approved for the use under the jurisdiction laws of the Philippines, and warrants for the same to the Reseller. However, if the Reseller receives any damaged products that do not match the description/expectation of the Reseller, **the Reseller shall inform the**

Company in the written notice within 3 business days upon receiving such damaged products. The Company shall be responsible for replacing such damaged products.

6. *Term and Termination.* The Agreement shall be enforceable as per the aforementioned effective date and shall continue to exist in perpetuity. This Agreement may change without prior notice. In situations where Reseller violates the terms on this Agreement, the Company shall terminate and cease transaction with Reseller.

7. *Confidentiality.* The Parties agree and acknowledge that during the term of this Agreement, the Parties shall have access to the other party's confidential information. The Parties shall refrain from disclosing the aforementioned confidential information publicly or to any third party, including and not limited to any inadvertent disclosure, causing irreparable harm, loss, damage, or injury to the other Party. This confidentiality provision terminates 2 years from the date of the termination of this agreement.

8. *Intellectual Property Rights.* Nothing in this Agreement will function to transfer any of either Party's Intellectual Property rights to the other Party.

9. *Limitation of Liability.* Neither Party shall be liable to the other party for any indirect, special, or consequential damages arising out of this Agreement.

10. The Reseller recognizes his/her legal obligations in this Agreement and acknowledges that breach or violation hereof may subject reseller to civil and/or penal sanctions.

11. No rights or obligations other than those expressly recited herein are to be implied from this Agreement. In particular, no license is hereby granted directly or indirectly under any trade secrets, copyright or other intellectual property now held by the Company.

12. Each party agrees that this written Agreement embodies the entire understanding between the parties and supersedes and replaces any and all prior understanding, arrangements and agreements whether oral or written relating to such Confidential Information.

13. This Agreement is construed and enforced in accordance with the Laws of the Republic of the Philippines.

14. This Agreement may not be amended except in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties shown below sign this agreement.

For IFRENEL, INC.

By: _____

Jonathan Rey F. Matias, CEO

Witness:

Signature over Printed Name

Date: _____

For RESELLER

By: _____ Date: _____

Signature over Printed Name

Witness:

Signature over Printed Name

Date: _____

Appendix I. Official Pricelist and Reseller's Discount

Official **PRICE LIST** is listed as follows: (Effective as of January 1, 2024, subject to change without prior notice)

Product	SRP	With 20% discount	Profit
Ifrenel (15 blisspacks)	775.00	620	155
Ifrenel (30 blisspacks)	1,350.00	1,080	270
Clayn Big Jar	1,699.00	1,359.20	339.80
Clayn (15 blisspacks)	775.00	620	155
Clayn (30 blisspacks)	1,350.00	1,080	270
Starter Kit	699.00	559.20	139.80

Sample Projected Income in One Month:

Sell at least:

10 boxes of 15 blisspacks of Ifrenel in one month= Php 1,550

10 boxes of 15 blisspacks of Clayn in one month= Php 1,550

10 boxes of Starter Kit in one month= Php 1,398

2 Clayn Big Jar= Php 679.60

TOTAL NET INCOME: Php 5,177.60

Or if you sell:

10 boxes of Ifrenel 30 blisspacks in one month= Php 2,700

10 boxes of Clayn 30 blisspacks in one month= Php 2,700

TOTAL NET INCOME: Php 5,400.00

Sell more and accumulate a Gross Income of Php 100,000 in a month and you will be part of our VIP Sellers in Ifrenel, Inc.

ADDITIONAL NOTES:

- 1. Can the member open an online store under the name of Ifrenel or Clayn?** The answer is No, since this contradicts the Agreement above. The reseller may open an online store under their name and feature products that include Ifrenel and Clayn brands. Please note that Ifrenel and Clayn are trademarked brands owned by Ifrenel, Inc.
- 2. SPECIAL BONUSES AND INCENTIVES FOR TOP RESELLERS.** From time to time, the company will announce special bonuses to top resellers. Stay tuned for future announcement.