



## Partnership Agreement

This agreement is intended to create a partnership between Grapevine Village and \_\_\_\_\_ and is subject to the terms set forth herein, the performance of each which the parties acknowledge is material to the agreement.

This agreement shall be effective beginning on \_\_\_\_\_ and shall automatically expire on \_\_\_\_\_ (**min 12 months**) unless otherwise agreed upon by both parties.

### General Terms of Agreement:

#### Grapevine Village Will:

- Leverage influencer talent to create Social Media Content
- Create direct to consumer e-commerce channel on Grapevine Shops
- Create brand awareness, social media recognition, and sales for Client

#### Client Will:

- The Client will provide general talking points to Grapevine Village for use in the creation of content to be posted on social media and e-commerce platforms. Where applicable, Client will provide Grapevine Village with specific captions for Influencer content and any and all relevant ancillary details, including but not limited to promotions, hashtags, and social media account handles.
- The Parties agree that the Client may link to or "share," as that term is used within the context of social media platforms, any content created by an Influencer, whether on the Client's website, email marketing efforts, and other forms of amplification via its social media outlets, or otherwise, without need for any additional license only during the life of the campaign.
- The Client will provide minimum sample (at no charge) products (min 1 outfit or 2 or 3 sample products) for one influencer per month for Grapevine Shops marketing.
- Client will sync their inventory to Grapevine shops via an inventory application compatible with Shopify. At present, the application used is [Syncio](#) but may change at any time.
- Client will provide specifications and branding guidelines for preferred influencers. Grapevine Shops will choose influencers for Grapevine Shops marketing and may combine content with other Grapevine Shops brands.

### Sales and Shipping

- All sales happen on Grapevine Shops site.
- Grapevine Shops will accept payment.



- Grapevine Shops will push orders to Client's Shopify site via inventory application for fulfillment.
- Client is responsible for the fulfillment of all products.
- Client is responsible for accepting and processing returns and notifying Grapevine Village when a return is accepted and made.
- Grapevine Village asks for transparency in sharing client's overall e-commerce sales performance during the length of our partnership and one year prior.

#### **Pricing & Payment Agreement**

- At the end of each month, Grapevine Village will reconcile billing with client. Grapevine Village agrees to pay client \_\_\_\_% (wholesale cost) of each unit sold. Grapevine Village agrees to pay Client within 30 days after receipt of invoice.
- Client Agrees to pay \$50 per month to join Grapevine Shops e-commerce platform. Client will be given access to Grapevine Village Discovery Tab on the Platform to search and view influencers. Grapevine will contribute a portion of monthly fees into a coop advertising program.

#### **Additional Terms**

- Client agrees to not solicit or form any partnership with influencers who Grapevine Village hires for any marketing social media campaign or any influencer within Grapevine Village network during the agreement and 12 months after the termination of the agreement. Any influencers referred to Grapevine by the client from an existing relationship are exempt and continue their association.
- If Client receives customer complaints and problems (such as and not limited to) late shipping, product issues, poor customer service, not updating the inventory, or is not responsive to Grapevine Logic and negatively impacts the customer experience, Grapevine Logic may remove them temporarily or permanently from Grapevine Shops.

Accepted and Agreed by electronic authorization in accord with the Service Agreement:

Grapevine Village

Client Signature

---

Name: Charity Richins

Title: COO

---

Name:

Title:



Date Signed

Date Signed

Grapevine Logic Inc.  
DBA as Grapevine Village  
Address:

Company:  
Address:

9 Newbury Street  
Boston, MA 02116

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**