

PEPSHIP

Website & Dropship Reseller Program

Part 1 — Package & Pricing Schedule

Reference schedule for the three onboarding tiers referred to throughout the agreement in Part 2.

Item	Starter	Growth	Pro
Setup fee	€1,500	€3,000	€6,000
Monthly fee	€20/mo	€40/mo	€80/mo
Website	Templated single-page store	Custom-branded multi-page store + domain	Fully custom site + branding package
Build time	~5 working days	~8–10 working days	~10–14 working days
Catalogue	Curated 10-product selection	Full 39-product catalogue	Full catalogue + private label options
Order routing	Manual (email/WhatsApp)	Automated via CRM integration	Full CRM/inventory/shipping automation
Reseller product cost	Standard retail cost	10% below standard retail	20% below standard retail
Support	Email only	Priority WhatsApp	Dedicated account manager

Reseller product cost is calculated as a discount off PepShip's standard retail price (the price shown on the client-facing price list). The reseller then sets their own retail price to their end customers; the difference is the reseller's margin.

Label Application Add-On (All Tiers)

Available on request, per item, in addition to the Reseller Cost of the Product:

Service	Fee per item
Reseller's own branded stickers, supplied by PepShip and applied to the product	€0.60
Reseller-supplied stickers, sent in by the Reseller and applied to the product on their behalf	€2.00

Reseller-supplied stickers must be received by PepShip in sufficient quantity and in advance of the relevant order being fulfilled; delays caused by late or insufficient sticker supply are not the responsibility of PepShip.

Part 2 — Reseller & Dropship Agreement

1. Parties

This Agreement is made between PepShip (“Supplier”), and the individual or entity entering into this Agreement (“Reseller”), together the “Parties.”

2. Definitions

- “Package” means the Starter, Growth, or Pro tier selected by the Reseller, as set out in Part 1.

- “Products” means the research peptides and related items listed in the Supplier's current catalogue.
- “End Customer” means any person or business who purchases Products through the Reseller's website.
- “Reseller Cost” means the wholesale price charged to the Reseller for Products, as set out in the applicable Package.

3. Scope of Services

The Supplier will provide, according to the Reseller's selected Package:

- Design and build of a branded e-commerce website for the Reseller;
- Ongoing supply of Products on a dropship basis, fulfilled directly to End Customers under the Reseller's brand;
- Order routing, inventory visibility, and shipment tracking integration appropriate to the selected Package;
- Hosting, catalogue updates, and support for the duration of the Agreement.

4. Fees and Payment Terms

- The Setup Fee for the selected Package is split into two instalments: 50% is due at signing, before any build work commences, and 50% (the “Balance”) is due at launch/handover, before the website is made fully live and handed over to the Reseller's control.
- The initial 50% deposit is non-refundable under any circumstances, including if the Reseller withdraws from the project after work has begun.
- The Monthly Fee begins billing from the launch date, once the Balance has been paid in full, and is billed in advance on a recurring basis thereafter.
- The Reseller must maintain a prepaid balance with the Supplier, from which the Reseller Cost of Products is deducted automatically as each order is placed. Orders will not be accepted or fulfilled if the Reseller's prepaid balance is insufficient to cover the Reseller Cost of that order.
- The Reseller funds their prepaid balance via direct debit, by linking a bank account through the Supplier's nominated payment provider. Unless the Reseller has opted out of automatic top-up, whenever the Reseller's balance falls below €100, the Supplier will automatically collect a top-up of €500 by direct debit from the Reseller's linked account. The Reseller may switch automatic top-up off at any time, in which case the Reseller is responsible for manually topping up their balance before placing further orders.
- Every top-up, whether automatic or manual, is logged in the Reseller's order/billing history within the portal.
- Label Application fees (per Part 1) are deducted from the Reseller's prepaid balance at the time of the relevant order, in addition to the Reseller Cost of the Products in that order.
- All fees are quoted in EUR and exclude any applicable taxes, duties, or payment processing charges, which are the Reseller's responsibility unless stated otherwise.
- The Setup Fee instalments and Monthly Fee are payable by bank transfer, or by such other method as the Supplier may specify from time to time (for example, direct debit for the Monthly Fee). The Supplier is not obliged to accept card payment for these amounts. The prepaid balance for Products is funded exclusively by direct debit as set out above.
- Late payment of the Monthly Fee for more than 14 days may result in suspension of order fulfilment until the account is brought current.

5. Order Process and Fulfilment

- End Customer orders placed on the Reseller's website are routed to the Supplier for fulfilment.
- The Supplier will dispatch orders within 7 working days of receipt, consistent with standard published delivery times.
- Shipments are sent blind (i.e., without Supplier branding) so that the End Customer's experience reflects the Reseller's brand, unless otherwise agreed.
- The Reseller is responsible for all customer-facing communication, marketing, and first-line customer service; the Supplier is responsible for order fulfilment, product quality, and shipment.
- The Reseller is solely responsible for arranging, maintaining, and paying for their own payment processing on their website (e.g. a card gateway or crypto payment provider) for accepting payment from End Customers. The Supplier does

not process, hold, or have access to End Customer payments and bears no liability for the Reseller's choice of payment provider or any suspension of that provider's services.

6. Compliance and Disclaimers

Given the nature of the Products, compliance obligations are a core part of this Agreement:

- All Products are supplied for laboratory and research use only and are not for human consumption or personal use.
- The Reseller must display an equivalent disclaimer, in substantially the same terms, prominently on their website and in any marketing materials.
- The Reseller must not make, or permit to be made, any medical, therapeutic, or health claims regarding the Products.
- The Reseller is solely responsible for ensuring their marketing, sale, and distribution of Products complies with all applicable laws and regulations in every jurisdiction in which they operate or sell.
- The Supplier reserves the right to suspend or terminate this Agreement immediately if the Reseller's marketing or conduct creates legal or regulatory risk for the Supplier.

7. Intellectual Property

- The Reseller retains ownership of their brand name, logo, and any content they supply.
- Website design and code produced by the Supplier remain the Supplier's property until the Setup Fee is paid in full, at which point a licence to use the site is granted to the Reseller for the duration of this Agreement.
- The Supplier's product catalogue, pricing structures, and vial/branding artwork remain the Supplier's property at all times.

8. Term and Termination

- This Agreement has a minimum term of 6 months from the date the website is launched.
- After the minimum term, either Party may terminate with 30 days' written notice.
- The Supplier may terminate immediately for breach of Section 6 (Compliance and Disclaimers), non-payment, or conduct that damages the Supplier's reputation or legal standing.
- On termination, outstanding orders already placed will be fulfilled, but no new orders will be accepted after the termination date.

9. Liability and Indemnity

- The Reseller agrees to indemnify the Supplier against any claims, losses, or liabilities arising from the Reseller's marketing, representations, or misuse of the Products contrary to Section 6.
- The Supplier's liability under this Agreement is limited to the fees paid by the Reseller in the preceding 3 months, except where liability cannot be excluded by law.

10. Confidentiality

Both Parties agree to keep confidential any pricing, business processes, or customer information shared under this Agreement, and not to disclose it to third parties without written consent.

11. Governing Law

This Agreement is governed by the laws of England and Wales, and any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

12. Signatures

Signed for and on behalf of PepShip:

Name: _____ Date: _____

Signed by the Reseller:

Name: _____ Date: _____

PepShip — Reseller & Dropship Agreement.