

Master Service Agreement

between

FASHIONDOMINO.COM INC.,

and



This Master Service Agreement (“Agreement”) is entered into this [REDACTED], 2019 (“Effective Date”), by and between FASHIONDOMINO.COM INC., Inc., a California corporation with a primary business address of 921 Crocker St. #16, Los Angeles, California, 90021, United States of America (“FASHIONDOMINO.COM INC.”) and [REDACTED], a California corporation with a primary address of [REDACTED], United States of America (“Customer”). FASHIONDOMINO.COM INC., and Customer are collectively referred to as the “parties.”

Whereas, FASHIONDOMINO.COM INC., is a third party intermediary with the necessary expertise, operating authorities and resources to arrange for the transportation and/or storage of various goods (“Goods”) through the services described in this Agreement;

Whereas, Customer desires to use the services of FASHIONDOMINO.COM INC., to arrange for the transportation and/or storage of the Goods in accordance with the terms and conditions set forth in this Agreement;

Now, therefore, in consideration of the above declarations and the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. SERVICES

In consideration of the mutual promises and conditions set forth herein, along with the general terms set forth herein, the type and scope of Services specific to each Service Level Agreement provided by Customer, along with the applicable terms and conditions governing each Service Level Agreement, are attached hereto as appendices (“Appendix” or “Appendices”). In the event of a conflict or inconsistency between the terms of this Agreement and any of the Appendices, the terms of this Agreement shall control.

2. RATES, CHARGES AND PAYMENT

A. Payment and Taxes. During the term of this Agreement, Customer shall pay FASHIONDOMINO.COM INC., on the basis of the clauses, rates and charges set forth in the Appendices to this Agreement, attached hereto and made part hereof, and any other amount which becomes due and payable under this Agreement. Except as otherwise provided in the Appendices, payment shall be due from Customer within fifteen (15) days from the date of invoice by FASHIONDOMINO.COM INC., and if payment is not made within fifteen (15) days, Customer agrees that interest shall accrue daily and be payable to FASHIONDOMINO.COM INC., at the interest rate of one and one-half (1.5) percent per month, together with any and all collection costs, including in-house or outside attorney fees. All Charges are exclusive of applicable federal, state, and local sales, use, excise, or similar taxes (collectively, “Taxes”), and Customer shall pay directly or reimburse FASHIONDOMINO.COM INC., for all Taxes applicable to the Services. Except as otherwise specified or agreed by FASHIONDOMINO.COM INC., in writing, payments must be made in the currency show on the invoice generated and sent by FASHIONDOMINO.COM INC.,.

B. Adjustment and Bill Dispute. Either Customer or FASHIONDOMINO.COM INC., may seek an adjustment in the rates or clauses set forth herein by written request to the other party and the parties shall negotiate such adjustments in good faith. However, no such request for adjustment shall take place more than once a year. No action for clam to recover any overcharge or undercharge for Services may be brought by either party more than ninety (90) days after receipt of the initial invoice. A partial payment against an invoice is not considered notification of a billing dispute. Customer may not, under

any circumstances, offset against amounts owed to FASHIONDOMINO.COM INC., hereunder, including for any claims based on disputed invoices or claims for loss or damage.

C. Spot Services. The parties understand that additional services and charges other than those initially set forth herein may periodically arise. In those circumstances, FASHIONDOMINO.COM INC., shall spot quote the requested services in writing, which will become the applicable rate upon FASHIONDOMINO.COM INC., receiving written acceptance of the spot quote from Customer (written acceptance includes e-mail from a representative of Customer). Unless the spot quote and the written acceptance clearly indicate that the services provided and the applicable rate are to be on an extended basis (e.g., for the remainder of the Agreement term), the spot quote will apply only to the immediate services provided. Services provided pursuant to spot quotes will be subject to the terms of this Agreement and the Appendices.

3. TERM AND TERMINATION

This Agreement shall be effective for a period of 1 year(s) (“Initial Term”) commencing on the date in the preamble, time being of the essence. This Agreement shall continue for additional twelve (12) month periods after the Initial Term; provided that either party may terminate this Agreement by providing the other party with written notice of termination no less than ninety (90) days prior to the expiration of the Initial Term or any subsequent renewal term.

Each party may terminate this Agreement, effective at the expiration of the thirty (30) day period immediately following notice and description of default to the defaulting party, in the event the default has not been cured to the reasonable satisfaction of the non-defaulting party within the thirty (30) day period. Either party may also terminate this Agreement at any time upon providing the other party ninety (90) days prior written notice. Upon termination or expiration of this Agreement, FASHIONDOMINO.COM INC., will, within thirty (30) days, provide Customer with an invoice for all Services for which FASHIONDOMINO.COM INC., has not yet received payment, and Customer agrees to pay all amounts set forth in such invoice within thirty (30) days from the date of invoice.

4. GENERAL TERMS RELATED TO SERVICES AND DANGEROUS GOODS

A. General Terms and Routing. Both FASHIONDOMINO.COM INC., and Customer shall respectively comply with all applicable domestic and international laws, rules and regulations relating to the performances of the Services. Customer shall provide FASHIONDOMINO.COM INC., with all service details in writing including, without limitation, requested mode of transportation, points of origin and destination, description of the subject materials or products, and identification of the parties to the transportation. Unless Customer has specifically identified a mode of carriage and a specific carrier in a separate written agreement with FASHIONDOMINO.COM INC., FASHIONDOMINO.COM INC., shall have complete discretion in selecting the mode of transportation as well as the routing and all handling, collection and delivery details required to successfully accomplish the transportation of the Goods.

B. Hazardous Material Transportation. Customer shall provide FASHIONDOMINO.COM INC., and the Subcontractors (as defined below) with advance written notice of the proposed shipment of any hazardous material, as that term is used and defined in the Hazardous Material Transportation Act, 49 U.S.C. § 5101, et seq. or any other applicable statute, regulation or other law, domestic or international (“Hazardous Material”). Prior to the transportation, Customer shall provide

FASHIONDOMINO.COM INC., and the Subcontractors with a current Material Safety Data Sheet or any other Hazardous Material document required to be prepared and provided by Customer or its agent for the Hazardous Material shipment. Customer shall indemnify, defend and hold harmless FASHIONDOMINO.COM INC., and the Subcontractors, their officers, employees, agents and insurers, against all claims, liabilities, losses, fines, reasonable attorney fees and other expenses arising out of or related to, exposure to or release of any Hazardous Material, including without limitation, fines or expenses relating to the removal or treatment of Hazardous Material or any other remedial action pertaining to the Hazardous Material under federal, state or foreign law, if (i) Customer fails to provide the notice required by this provision prior to tendering the Hazardous Material to the Subcontractors, (ii) the contact, exposure or release resulted from the improper packaging or loading or other acts or omissions of the Customer, its employees or agents, or (iii) the contact, exposure or release occurred subsequent to the transport or storage of the Hazardous Material by FASHIONDOMINO.COM INC., or the Subcontractors.

5. SUBCONTRACTORS

FASHIONDOMINO.COM INC., agrees that the Services to be provided shall be arranged by FASHIONDOMINO.COM INC., and performed by either a properly licensed FASHIONDOMINO.COM INC., employee or properly licensed warehouseman, customs broker, air carrier, water carrier, rail carrier, motor carrier or other transportation provider (collectively, the "Subcontractors") selected by FASHIONDOMINO.COM INC., pursuant to the requirements of this Agreement. Customer understands and agrees that the Subcontractors are independent contractors with exclusive control over their respective employees, and not agents, employees or authorized representatives of FASHIONDOMINO.COM INC.,. When FASHIONDOMINO.COM INC., utilizes Subcontractors, FASHIONDOMINO.COM INC., shall take reasonable efforts to ensure such Subcontractors shall: (i) have such licenses and permits as are required by applicable governmental authority for the lawful provision of the sub-contracted services; and (ii) perform the Services pursuant to the requirements set forth in this Agreement. FASHIONDOMINO.COM INC., shall at all times during the term of this Agreement be responsible for payment to such Subcontractors, including without limitation, freight charges and any other charges or compensation as required by applicable laws and regulations.

6. CARGO LOSS OR DAMAGE

A. With respect to transportation of the Goods, FASHIONDOMINO.COM INC.,' liability and notice of claim and time-bar for any action in law shall be in accordance with the applicable statutory liability standards and time-bar for the particular mode of transportation (e.g., COSGA for ocean movements, Carmack Amendment for surface movement, Warsaw or Montreal for air movements), absent specific liability terms in this Agreement, the Appendices, or the bill of lading. In the event FASHIONDOMINO.COM INC., issues the pertinent transportation document in its name (i.e., bill of lading, air waybill), the terms and conditions in such document shall control over any other document between the parties. In the event FASHIONDOMINO.COM INC., does not issue the transportation document or is acting as an air or ocean freight forwarder or property broker, FASHIONDOMINO.COM INC., shall not have liability for any loss or damage of Goods, all such liability shall be borne by the applicable Subcontractor in accordance with the terms of this Agreement. Notwithstanding anything to the contrary in this Agreement, in no event shall FASHIONDOMINO.COM INC., be liable to Customer for loss of profits or business, or any indirect, special, consequential or punitive damages.

B. Claim Handling. Any claim made by Customer shall be made directly to UPS in accordance to UPS' terms and conditions. FASHIONDOMINO.COM INC., shall have no liability nor responsibility to assist Customer in handling such claims.

7. INDEMNIFICATION

Each party shall indemnify, defend and hold harmless the other party, its affiliated entities and the officers, directors, shareholders, employees, agents, successors and assigns of the other party from and against any and all losses, costs, expenses, claims, demands, liabilities, investigations, suits, actions or judgments (including all reasonable attorney's fees and reasonable expenses) arising out of injuries to or the death of any person or persons, or arising out of the loss or damage to the property of any person or persons, including the property of Customer, excluding loss or damage to Customer's Goods and/or property covered by Section 6 of of this Agreement, to the extent caused by or resulting from the willful misconduct or a negligent act or omission of the party or any of its agents or employees arising out of the performance of this Agreement. Each party assumes no liability under this section for any occurrence arising out of the negligent acts or omissions of the other party. The party seeking indemnification shall promptly notify the indemnifying party of any claim and shall fully cooperate with the indemnifying party, its insurance company and its legal counsel in its defense of such claim(s). Both parties shall have joint control of the major defense and strategy, and settlement of the claim.

8. INFORMATION SYSTEM AND PROPRIETARY INFORMATION

A. Information Services. Any management information system or computer hardware or software used or supplied by FASHIONDOMINO.COM INC., in connection with the Services provided under this Agreement is and will remain FASHIONDOMINO.COM INC.,' exclusive property. Neither the use nor any access to such systems or property by the Customer will convey to Customer any use, license or ownership rights in FASHIONDOMINO.COM INC.,' property.

B. Proprietary Information. The parties agree and understand that they have or may gain confidential and proprietary information and trade secrets ("Proprietary Information") of the other party during the term of this Agreement. The parties agree that all Proprietary Information of one party known or obtained by the other shall be kept confidential and shall not be disclosed or permitted to be disclosed to any third party without prior written authorization from the other party or unless otherwise required by law. Proprietary Information shall include, but not be limited to, technical information including computer software and systems, reports, SOP, quotes, pricing and financial information, and management information systems.

9. FORCE MAJEURE

Neither party, nor any Subcontractor utilized to provide Services under this Agreement, will be liable to the other for failing to perform or discharge any obligation of this Agreement where such failure is caused by acts of God, acts of war (whether civil or otherwise), acts of public enemies, acts of terrorism or terrorist attacks, governmental orders relating to the foregoing, insurrections, riots, sabotage, earthquakes, floods, weather, acts of God, embargoes, authority of laws, labor disputes, strikes, lockouts, job actions, boycotts, fires, explosions, or failure in electrical power, heat, light, air conditioning, or communications equipment, closing of public highways, government interference and other causes beyond the affected parties' control.

10. ACCURATE INFORMATION

Customer shall provide FASHIONDOMINO.COM INC., and the Subcontractors with complete, accurate and timely information regarding the Goods to be transported or stored. Customer shall indemnify, defend and hold harmless FASHIONDOMINO.COM INC., and the Subcontractors, their officers, employees, agents and insurers, against all claims, liabilities, losses, fines, reasonable attorney fees and other expenses arising out of or caused by incomplete, inaccurate and/or untimely information being provided by Customer to FASHIONDOMINO.COM INC., and/or the Subcontracts regarding the Goods to be transported or stored.

11. GENERAL PROVISIONS

A. Notices. Any notice related to this Agreement shall be in writing and delivered to the address and/or email address(es) shown below, and the delivery shall be effected via: (a) DHL, UPS, Fedex or other reputable delivery service, with a tracking number and proof of delivery; or (b) email to one or more email addresses shown below, so long as the party providing notice shall obtain proof that the email was received by the receiving party.

To Customer:

eMail: _____

Address: _____

To FASHIONDOMINO.COM INC.,:

eMail: info@fashiondomino.com

Address: 921 Crocker St. #16
Los Angeles, CA 90021

B. Successors and Assigns. This Agreement is binding and for the benefit of both parties and their respective successors and permitted assigns. Neither party may assign this Agreement without the written consent of the other party, except FASHIONDOMINO.COM INC., may, without consent, assign this Agreement to a subsidiary or other related company.

C. Duplicate Originals; Counterparts . This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. A party's executed signature page transmitted or received via email or facsimile shall have the same legal force and effect as the original.

D. Survival. Paragraphs 4B, 6, 7, 8, and 10 shall survive the termination or expiration of this Agreement.

E. Headings. The headings of various paragraphs of this Agreement are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

F. Severability. If any term, condition or covenant of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

G. Waiver. Either party's failure to strictly enforce any provision of this Agreement will not be construed as a waiver of that provision or is excusing the other party from future performance.

H. Jurisdiction. With respect to any suit, action or proceeding arising out of or related to this Agreement, each party (a) irrevocably submits to the jurisdiction of the courts of the State of California, County of Los Angeles, and the United States District Court for the Central District of California, and appellate courts from any thereof, and (b) irrevocably waives any objection (including any objection based on inconvenience forum) which it may have at any time to the laying on venue of any suit, action or proceeding arising out of or relating to this Agreement brought in the any such court.

I. Modification. This Agreement, and any provisions hereof, may not be modified, amended, waived, extended, or changed orally or by any act or failure to act on the part of any party, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, or change is sought.

J. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior written and oral representations, negotiations, agreements and understandings between the parties.

K. Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized to execute on behalf of and bind the party on whose behalf he or she so executes. IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

Company: _____
a California corporation.

By: _____

Print Name: _____

Title: _____

Date: _____

FASHIONDOMINO.COM INC.,
a California corporation.

By: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX A

COMPANY SHIPPING SERVICE UNDER CONTRACTOR ACCOUNT AGREEMENT

For the purposes of this Appendix A only, “Contractor” shall mean FASHIONDOMINO.COM INC.,; “Company” shall mean [REDACTED]; and “UPS” shall mean the company of United Parcel Service; and “Fedex” shall mean the company of Federal Express.

A. Terms Specific to Company Shipping Service under Contractor Shipping Account.

Company Shipping Service means all Shipping transactions through my.fashiondomino.com platform. Contractor Shipping account means the FASHIONDOMINO.COM INC., UPS or/and Fedex account setting up on UPS or/and Fedex. Company and Contractor, both parties should obey UPS or/and Fedex regulations.

B. Contractor Obligation

Contractor shall send an invoice to Company every week for previous weeks of FD shipping solution usage of Company.

C. Company Obligation

- 1) \$300 initial setup fee
- 2) Every week, Company should pay to Contractor for total amount of invoices which company has been used during previous weeks.
- 3) Additionally, 5% commission fee will be added to the invoice.
- 4) Company should pay full amount of Invoices FASHIONDOMINO.COM INC., issued.

D. Exceptions

Contractor will not be responsible for damages, losses during UPS or/and Fedex transactions. Nonetheless, Contractor will assist Company to communicate with UPS or/and Fedex to solve the claims from Company.