

JOURNEYS OF WOMEN MINISTRIES

RETAIL PARTNER AGREEMENT

Effective Date: _____

This Retail Partner Agreement ("Agreement") is entered into between **Journeys of Women Ministries LLC**, operating as **Journeys of Women Ministries** ("Company"), and:

Partner Business Name: _____

("Retail Partner")

1. PURPOSE

The purpose of this Agreement is to establish a partnership whereby the Retail Partner promotes and refers customers to products offered through Journeys of Women Ministries in exchange for commissions on qualifying sales.

This Agreement does not create a wholesale relationship, employment relationship, franchise relationship, or ownership interest between the parties.

2. PROGRAM DESCRIPTION

The Retail Partner Program allows approved partners to:

- Promote Journeys of Women Ministries products.
- Share approved product images and descriptions.
- Use assigned referral links.
- Earn commissions on eligible sales generated through their referral efforts.

The Company retains all ownership, inventory control, pricing authority, fulfillment responsibilities, and customer service responsibilities.

3. REFERRAL TRACKING

The Company will assign a unique Partner ID and/or referral link to each Retail Partner.

Example:

journeysofwomenministries.com/?ref=PARTNER001

Sales generated through the assigned referral link will be credited to the Retail Partner according to the terms of this Agreement.

The Company shall determine commission eligibility based on its tracking records.

4. COMMISSION STRUCTURE

Retail Partners will earn commissions on qualifying sales generated through their assigned referral links.

Current Commission Levels:

Bronze Partner

15% Commission

Silver Partner

20% Commission

Gold Partner

25% Commission

Commission levels may be adjusted by the Company upon written notice.

5. COMMISSION PAYMENTS

Commissions are paid monthly.

Payments will be issued no later than the 15th day of the following month.

Example:

Sales generated during June will be paid by July 15.

Payments may be issued through:

- PayPal
- ACH Transfer
- Business Check
- Other approved payment methods

The Retail Partner is responsible for providing accurate payment information.

6. RETURNS, REFUNDS, AND CHARGEBACKS

No commissions shall be paid on:

- Refunded orders
- Cancelled orders
- Fraudulent orders
- Chargebacks

If a commission has already been paid on a refunded transaction, the Company may deduct the amount from future commission payments.

7. PRODUCT PRICING

The Company retains sole authority over:

- Retail pricing
- Promotional pricing
- Discounts
- Product offerings
- Product availability

Retail Partners may not advertise unauthorized pricing.

8. MARKETING GUIDELINES

Retail Partners may:

- ✓ Use approved product photos
- ✓ Use approved descriptions
- ✓ Promote products through websites
- ✓ Promote products through social media

✓ Include products in newsletters

✓ Share referral links

Retail Partners may not:

✗ Make false claims

✗ Misrepresent products

✗ Alter product photos in a misleading manner

✗ Use the Company's trademarks in unauthorized ways

✗ Represent themselves as owners of the products

9. ORDER FULFILLMENT

Journeys of Women Ministries is solely responsible for:

- Inventory management
- Order processing
- Shipping
- Customer service
- Returns and exchanges

Retail Partners are not required to carry inventory.

10. INTELLECTUAL PROPERTY

All product designs, images, logos, branding, descriptions, packaging, marketing materials, and related content remain the exclusive property of Journeys of Women Ministries LLC.

Nothing in this Agreement transfers ownership of intellectual property to the Retail Partner.

11. INDEPENDENT CONTRACTOR STATUS

Retail Partner is an independent contractor.

Nothing in this Agreement creates:

- Employment
- Agency
- Joint venture
- Franchise
- Partnership ownership

between the parties.

12. TERM AND TERMINATION

This Agreement remains in effect until terminated by either party.

Either party may terminate this Agreement with thirty (30) days written notice.

The Company may immediately terminate participation for:

- Fraud
 - Misrepresentation
 - Violation of program policies
 - Unethical business conduct
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13. LIMITATION OF LIABILITY

The Company shall not be liable for:

- Indirect damages
- Lost profits
- Business interruptions
- Consequential damages

arising from participation in the Retail Partner Program.

14. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida.

Any disputes arising under this Agreement shall be resolved in the appropriate courts located within Florida.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, understandings, or agreements related to the Retail Partner Program.

Any modifications must be made in writing.

ACCEPTANCE

By signing below, the parties agree to the terms of this Retail Partner Agreement.

JOURNEYS OF WOMEN MINISTRIES LLC

Authorized Representative:

Title:

Date:

Signature:

RETAIL PARTNER

Business Name:

Authorized Representative:

Title:

Date:

Signature:

Schedule A – Program Benefits

Approved Retail Partners Receive:

- Unique Partner Referral Link
- Access to Product Catalog
- Access to Product Photos
- Access to Product Descriptions
- New Product Launch Notifications
- Commission Earnings on Qualified Sales
- Optional Tier Advancement Opportunities

This Agreement is intended to establish a professional and mutually beneficial relationship between Journeys of Women Ministries and its Retail Partners.