



MyBookBucks Consignment Agreement

MyBookBucks is a consignment service of SkuFlow Inventory Systems

This Agreement is being made between _____ (that's "You" or "Consignor") located at _____ and MyBookBucks (that's "We" or "Us" or "MBB"), a book consignment service of SkuFlow Inventory Systems, located at **1846 Southcliff Drive, Maryville, TN 37803**, on _____. The term "Consignor" will be used to describe the individual or organization receiving the financial payouts in the Consignment Details section below. Those represented in this contract may be referred to as individually as Party, or collectively as "Parties". The contract goes into effect on the date it is countersigned by MyBookBucks in the signature section below.

Services Provided

MBB offers a full inventory, accounting, marketing and fulfillment experience for book owners who wish to make money by selling books. Upon request we can provide a detailed order report in Excel showing your earnings. In the coming months these will be available in real-time at mybookbucks.com (website yet to be completed as of 02/01/2024) as we launch our software to the public.

Payment Terms

Payment for earned **profit** occurs bi-monthly, usually on the second and last Wednesday of the month. The payment date depends on when MBB receives the funds from our marketing networks and may vary slightly, however we guarantee payment twice per month provided you have earned proceeds. With each payment, MBB provides, on request, a ledger of each sale during the payment period which will be broken out by sale price and associated fees for complete transparency. The reports may vary in formatting based on the number of sales during the period, however, the information is consistent on each style of ledger (low volume vs high volume). A sale, for example, is typically broken down in this manner. MyBookBucks retains 20% for our marketing, technology and labor expenses. Here is an example of how a sale would break down:

Sale Price: \$9.31
Shipping Credit: \$4.42
Total Revenue: \$13.73
Amazon Fees: -\$3.86
Actual Shipping: -\$3.87
Total Proceeds: \$6.00

Consignor Receives*: \$4.80
MBB Receives \$1.20

*Note: Sale price is for example only and does not convey an average sale price. Prices may be much higher on each book sold and the consignor may request a minimum price for books. *Consignor may receive less if book needed to be destickered.*

1099-NEC Contract Requirement

Payment from MyBookBucks is considered earned income and is subject to a 1099-NEC if your earnings exceed \$600 in a given calendar year. If you are approaching the Federal limit requiring a 1099-NEC (currently \$600), funds will be withheld until we receive a W-9 IRS document requesting your social security number so that we may file the appropriate paperwork at the end of each calendar year.

Timeline

We will hold books for 12 months in an attempt to sell. You may request remaining books be made available for pickup by emailing us at info@mybookbucks.com and they may be picked up or shipped to you at your discretion. If you wanting the books shipped you may provide us with a prepaid shipping label or shipping will be withheld from your last payment.

Conditional Disposition

Books failing to meet our conditional requirements are either donated to local non-profits or recycled. We do not return damaged books to the Consignor

Confidentiality

Your secrets are safe with Us. This includes your proprietary information (things like trade secrets, know-how, or any other confidential information that is not publicly available). We have no reason to share your information . Likewise when we share information with you, you are bound to the same level of confidence. No Party in this contract may share information about other Parties without their written consent. This is under any circumstances unless persuaded with subpoena or warrant from the authorities.

Assignment

The Parties may not assign the responsibilities that they have under this Agreement to anyone else unless both Parties agree to the assignment in writing.

Termination

You may terminate this Agreement at any time. Disposition of the books will follow your requested option in the Campaign Details section below. The last check will be dispensed according to the payment schedule as previously described and this will not be altered under any exceptions.

Dispute Resolution

In the event of a dispute, the Parties agree to work toward a resolution through good faith negotiations. If negotiation fails, either Party may initiate mediation or binding arbitration in a forum mutually agreed to by the Parties. Should a dispute reach litigation, this Agreement will be interpreted by the laws in the State of Tennessee and resolved at a court in the city of Maryville, Tennessee. Neither Party will be able to recover attorney's fees and other reasonable costs for a dispute resolved by binding arbitration or litigation.

Severability

If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still be enforceable.

Complete Contract

This Agreement contains the Parties entire understanding of the Services to be performed and anything else to which the Parties have agreed. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

Official Notices

All notices under this Agreement must be sent in writing, either by official email addresses, or US Mail with return receipt requested to the address(es) shown in the signatures section below. It is agreed that if communication via email should occur, the receiving Party will provide a reply confirming receipt of the email. Text messaging does not convey as official communication or notification.

Party Agreements

MBB Agrees To

- Answer questions via email within 15 minutes.
- Ship all orders promptly and handle all customer service issues with the utmost care. You are a silent partner in our online marketing streams, however, providing excellent customer service helps grow book sales which is in the best interest of the Consignor.
- Provide prompt delivery of payment twice monthly, usually on the second and last Wednesday of each month; however these dates fluctuate depending on when funds are actually received in our financial accounts.
- Provide a complete ledger of each sale, upon request, for the given payment period which outlines the revenue and expenses for each item sold during the payment period.
- Continue to market the merchandise throughout the expected and reasonable sales cycle for all books, not to exceed 12 months in inventory.
- Properly disposition the remaining books at the end of the sales campaign has reached the end of its reasonable lifespan in accordance with the campaign details described below.

You Agree to

- Carefully box the books for transportation to our facility (we will pickup as necessary). Cardboard boxes will not be returned as your books will be stored in these boxes to keep them clean and organized. Additionally you agree to ship books in accordance with our guidelines being that they look new and are free from any damage, writing, stains, internal stickers or any other defect or damage which would prevent them from looking new.
- Communicate honestly and efficiently with MyBookBucks.

Payment Ledgers

Each payment we distribute will include a payment ledger, upon request, breaking out each item sold and show revenue and all costs with a total payment summary. These will be emailed to your email address above. Please make sure you white-list info@mybookbucks.com so that you receive the information. There is no personally identifiable information in the document as this is for transparency and accounting purposes only.

Ownership / Right of Representation

By signing this agreement, the Consignor affirms they are the rightful owner or authorized legally representative of the owner for the merchandise submitted for sale in this consignment service.

Text/SMS Updates

Upon your request, we will periodically send updates via text/SMS messaging. This is completely optional. Your carrier may charge additional fees depending on your service plans. If you wish to receive messages via text/SMS please include a mobile number here and initial for authorization to send messages.

Mobile Number: _____

Initial here to authorize us to send text messages

Payment Details

Please **initial** by your preferred payment method and complete option sub-items. Payment, regardless of your selection will come from SkuFlow Inventory Systems

PAYMENTS ARE INITIATED EVERY OTHER WEDNESDAY.

_____ Pay via check (sent via USPS to the Consignor's address below)

_____ Pay via PayPal to this email address: _____

(Note: Paypal may withhold a percentage according to their own policies.)

_____ Pay via bank deposit

Bank Name: _____

Branch Location: _____

Account Number: _____

Routing Number: _____

(Note: automatic deposit or wiring fees withheld from total payment. Manual deposits available for banks located within Maryville, TN or Alcoa TN)

Minimum Listing Price

I authorize the sale of my books above a minimum price of \$_____.

_____ **Initials**

Consignment Fees

Initial by your preference

_____ **20% Consignment fee:** You clean your own books and remove external stickers

_____ **25% Consignment fee:** MyBookBucks cleans your books and removes the stickers

Remainder Disposition

In the event your book(s) age out after 12 months, **or** we are unable to use them in our program due to sales metrics or condition, please indicate what you would like to do with the book by initialing by the appropriate option(s).

Initial by your desired remainder disposition

_____ Donate to KARM
_____ Donate to Home Habitat
_____ Donate to AMVETS
_____ Return to Consignor

Representing Signatures

The Parties represented below hereby agree to all principles in this Agreement.

Consignor

MyBookBucks / SkuFlow Inventory Systems

Signature / Date

Signature / Date

Chris Hendrix, Owner
SkuFlow Inventory Systems / MyBookBucks
1846 Southcliff Drive
Maryville TN 37803

SKU Number Prefix: **mbb---**

info@skuflow.com
info@mybookbucks.com
865-755-6188

This contract becomes effective on the date the products are received at our address and countersigned/dated. You will receive a copy of the signed contract digitally via your email address for your records.