



WhooCook Seller Starter Kit

Version: 21.04.01

WhooCook

GROUP BUYING. MARKETPLACE.

WHAT YOU GET

- A platform for Sellers to open stores on a virtual marketplace and sell their products.
- Orders can be taken and delivered on a scheduled time and location.
- Easy orders management system.
- Collect payments for Sellers.
- Process sales tax for Sellers.
- Allow buyers sign up as WHOOCOOL members
- Marketing/Promotion programs
- Counseling on obtaining legal license & permits, business developing and branding.

GETTING STARTED

1. Apply Online at WhooCook.com as Seller.
2. You will be contacted for verification.
3. You are advised to obtain the necessary license, permit and insurance for your particular products.
4. There is a one-time activation fee for store opening on WhooCook.com (*Currently waived if you join by Sep 30, 2021*).
5. Sign Seller Membership Agreement, W9, Credit Card & ACH authorizations and email to Seller@whooocook.com to activate your account.
6. Scheduled a Zoom Tutorial Meeting to set up store, listing items and start schedule to take orders.

FEES

1. Activation fee \$150 (*waived if you join by Sep 30, 2021*)

2. Monthly Subscription Plan

Basic Plan:

Monthly Subscription Fee \$29.99,

Service Fee 9% for Sales > \$500 (Promotional Rate: 5%)

Included listing first 10 items

Basic+ Plan:

Monthly Subscription Fee \$99.99

Service Fee 8% for Sales > \$1000 (Promotional Rate: 4%)

Included listing first 30 items

3. Item Listing Fee (*currently waived*)

4. Credit Card Payment processing fee 2.8% of Sales plus tax
if use Whoocook Credit Card payment gateway.

SELLER PAYMENT

Net proceeds will be transmitted to Seller via ACH once a week.

Promotion Now until Sep 30, 2021!

1. Activation fee – waived

2. Monthly Fee - waived

3. Service Fee- waived

Whoocook.com Seller Membership Agreement

Whoocook.com and Member (together as “the Parties”) enter into this Whoocook.com Seller Membership Agreement (“Agreement”) and agrees as follows:

Seller Member Information:

Name:	
Store Name:	
Address:	
Phone:	Email:
Federal Tax ID (on W9):	

Membership Plan Type and Fees:

Activation Fee:	
Subscription Plan: _____	Monthly Subscription Fee: \$_____
Exempted Sales Amount: No Service Fee on first \$_____ of Sales (tax included).	Service Fee Rate : _____% applied to Sales (tax included) exceeded Exempted Sales Amount

1. Payment and Fees. Member Agrees to pay to Whoocook.com the Activation Fee, Monthly Subscription Fee, Service Fee Rate, and Credit Card Payment Processing Fee of 2.8% of sales amount plus tax (“Payment”), which shall be paid upon execution of this Agreement. The Monthly Subscription Fee shall be paid via auto payment by credit card. Membership duration shall be renewed automatically, unless Agreement is Cancelled or Terminated, and Payment shall be made monthly so that Whoocook.com can continue uninterrupted Services to Seller Member.
2. Services. Whoocook.com agrees to promote and provide Seller Member an online platform in which the Seller Member can create an individualized virtual store with an online ordering and managing system module. Whoocook.com or its agent shall transmit via ACH to Seller Member the “Payment Amount” once a week. “Payment Amount” means the Sales amount (before Tax) less the Service Fee, Payment Processing Fee and any other fees if applicable.
3. Relationship. The relationship of the Parties established by this Agreement is that of independent contractors. Each Party is responsible for its own costs of conducting business to the extent not provided under Services, and for performing its obligations under the Agreement.
4. Warranties. Seller Member is validly existing and in good standing under the laws of the jurisdiction of its origin. Seller Member will comply with all applicable laws and regulation in performance of this agreement, but not limited to preparing and handling items in compliance with all applicable laws, such as food, beverage, and product health and safety code, laws, rules and regulations.
5. Cancellation. For any reason, Seller Member may cancel this Membership Agreement for only upon 30 day written notice of Cancellation. Seller Member will receive a prorated refund based on the number of days remaining in the membership month.

6. Termination. Whoocook.com may terminate the Agreement at its discretion without notice. In the event of Termination, Seller Member will receive a prorated refund based on the number of days remaining in the membership month. However, Whoocook.com will not give any refund for termination related to conduct that we determine, in its discretion, violates these Terms or any applicable law, involves fraud or misuse of Services, or is harmful to our interests or another user. Whoocook.com's failure to insist upon or enforce Seller Member's strict compliance with these Terms will not constitute a waiver of any of Whoocook.com's rights.
7. Use of Marks. Whoocook.com may use Seller Member's trademarks, service marks, trade names, logos, or other indicia of source, origin, association or sponsorship as necessary for rendering Services pursuant to the terms of this Agreement without Seller Member's prior written consent.
8. Consumer Data. Consumer information, including but not limited to name, email, phone number, address, and order, provided to Whoocook.com arising from the exercise of its Services will be recorded and provided to all suppliers and Whoocook.com for marketing and promotion purposes without limitation except as provided by law.
9. Indemnification. Seller Member shall defend, indemnify and hold harmless Whoocook.com and its subsidiaries, affiliates, and each of their directors, officers, employees and agents from and against any and all claims and damages, including attorneys' fees and legal costs, to the extent arising out of, or relating to, any actual or threatened third party claim, including government claims and investigation arising from or in connection with: (i) any negligent, reckless or intentionally wrongful act of Seller Member or its employees, contractors, or agents; (ii) any breach by Seller Member or its employees, contractors or agents of the presentations, warranties, and covenants contained in this Agreement; (iii) any violation or alleged violation of any rule, regulation, law, or health and safety code; (iv) any illness or bodily injury resulting from Seller Member's products delivered through Whoocook.com; or (v) any violation or claimed violation of a third party's right resulting in whole or in part from or in any way connected to Whoocook.com's use of Seller Member's Marks.
10. Insurance. During the duration of this Agreement, each party shall maintain their own separate commercial general liability insurance and if required by law, workers compensation insurance.
11. Modification. Whocook.com may modify, update and revise this Agreement arising from changes in program, business plans or other legitimate business reasons with written notice to Seller Member. Seller Member shall have five business days to initiate Cancellation of the Agreement. After five business days, Seller Member accept terms of any Modification.
12. Assignment. Seller Member may not assign this Agreement or any of its rights and obligations.
13. Law/Venue. This Agreement shall be governed by the laws of the State of California. The Parties consent to the exclusive jurisdiction and venue of the state and local federal courts located in San Bernardino County, California and Riverside County, California respectively.
14. Severability. If any part of this Agreement s unenforceable, the remaining portions will remain in full force and effect.
15. Waiver. The waiver of a breach of any provision of this Agreement will not waive any other or subsequent breach.

Seller Member and Whoocook.com enter into this Agreement on Month _____, Day _____, Year _____.

Seller Member:

X_____

Name:_____

Whocook.com:

X_____

Name:_____

Forms Required for Payment Authorization

1. Credit Card Authorization
2. ACH Authorization Form
3. Completed and Signed W9 form:
<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Please go to the link above download the form.

*** Please contact us at Seller@Whoocook.com if you have any question for the forms or if you need assistant to complete your file.**

Credit Card Authorization

Seller Member authorizes Whoocook.com, or its representative(s) or agent(s) to charge my credit card below pursuant to the Whoocook.com Seller Membership Agreement.

Please complete all fields:

Initial Activation Fee:	
Initial Subscription Fee:	
Total:	
Type of Credit Card:	<input type="checkbox"/> Visa/Master <input type="checkbox"/> American Express Other: _____
Credit Card Number:	
Name on the Card:	
Expiration Date: MM/YY	
CVVS code:	
Billing Address:	
Credit Card Holder Signature:	X _____

ACH Authorization Form Whoocook Corporation

Seller Member authorizes Whoocook Corporation Account Payable as agent for Whoocook.com to credit Seller Member's account with the depository name below. If Whoocook Accounts Payable erroneously deposits funds into Seller Member's account, Seller Member authorized Whoocook Accounts Payable to initiate the necessary debit entries, not to exceed the total of the original amount credited in error. This authorization will remain in effect until the Whoocook Corporation has received written notification of the Cancellation of the Whoocook.com Seller Membership Agreement including time to effectuate remaining receivables. Please allow me approximately one week after this form is received by Whoocook Accounts Payable for payment to be made via ACH.

Please verify the following information with your financial institution prior to submission

Financial Institution	City, State, Zip
Transit / ABA number	Account Number
	(check one please): <input type="checkbox"/> Checking Account <input type="checkbox"/> Saving Account

Seller Member (Supplier) Name: _____

Remittance Address: _____

Remittance City, State, & Zip: _____

Main Telephone Number: _____

Main Fax Number: _____

Remittance Contact Number: _____

Remittance Contact Email : _____

Seller Member Signature: _____ Date: _____

Authorizing Name: _____ Title: _____

All information above is required. Print your responses except for the Seller Member signature.

**Please complete this form, print, sign it. Then, email the completed form to
Account@whoocook.com with your member agreement.**

Whoocook.com Use Only	Whoocook AP Use Only	
<input type="checkbox"/> Account Approved	Supplier Name:	<input type="checkbox"/> ACH Act Created
<input type="checkbox"/> Store Created	Site Code:	
Note:	<input type="checkbox"/> Account and Routing Number Verified	

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </div> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ► _____</p>	<p>4 Ex-empt certain instru- Exam Exam code Applies</p>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number			
			-
OR			
Employer identification number			
			-

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me);
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IFEC code on my most recent tax return indicates I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding. For real estate transactions, item 2 does not apply. For most acquisitions or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for more details.

<p>Sign Here</p>	<p>Signature of U.S. person ► _____</p>	<p>Date ► _____</p>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after the date of this document, visit www.irs.gov/formw9.

- Form 1099-DIV (dividends, including those funds)
- Form 1099-MISC (various types of income proceeds)
- Form 1099-B (stock or mutual fund sales and transactions by brokers)