



On behalf of everyone here at Everything Matters Distributing, thank you for your interest in participating in our Wholesale Program. To place an order or for any questions regarding our program, please call our toll-free number, 888-389-0622. Our office is open Monday through Friday from 8:00 AM – 5:00 PM CST.

In order for us to establish your wholesale account, please complete and return the following forms:

1. Fax Cover Sheet
2. Wholesale Client Information
3. Wholesale Purchase Agreement
4. Form 149 (ONLY required if you have a presence in the state of Missouri, for state tax collecting purposes)
5. Wholesale Order Form (if placing an order)

You can return all forms via any of the following methods:

Mail: Everything Matters Distributing  
Wholesale Department  
310 Sonderen St.  
O'Fallon, MO 63366

Fax: 636-385-6280

E-mail: Since this packet includes credit card information, we recommend either mailing or faxing the packet; however, if you prefer to e-mail the information, please leave the credit card information blank and we will call to complete the credit card information once the completed packet arrives at [info@EMDistributing.com](mailto:info@EMDistributing.com).

We know you have choices and thank you for choosing us. We look forward to providing you with great products and even better service.

Everything Matters Distributing  
310 Sonderen St.  
O'Fallon, MO 63366  
888-389-0622



## Fax Cover Sheet

To: Everything Matters Distributing

Fax: 636-385-6280

Date: \_\_\_\_\_

From: \_\_\_\_\_

Pages: \_\_\_\_ Pages (including Fax Cover Sheet)

The following pages are included:

- ☞ Completed Wholesale Client Information
- ☞ Signed Wholesale Agreement
- ☞ Completed and Signed Form 149 (required ONLY for participants with a presence in the state of Missouri )
- ☞ Completed Wholesale Order Form (If placing an order at this time)



### Wholesale Client Information

**Company Name:** \_\_\_\_\_

Company Phone #: \_\_\_\_\_ ext. \_\_\_\_\_ Fax Number: \_\_\_\_\_

If Division of a Subsidiary, Parent Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Website: \_\_\_\_\_

Type of Business/Specialty: \_\_\_\_\_

Referral: **Healthy Habits Management Company**

**Primary Contact:**

First: \_\_\_\_\_ Last: \_\_\_\_\_ Phone #: \_\_\_\_\_ ext. \_\_\_\_\_

e-mail: \_\_\_\_\_

**To have an additional contact receive monthly promotions:**

First: \_\_\_\_\_ Last: \_\_\_\_\_ Phone #: \_\_\_\_\_ ext. \_\_\_\_\_

e-mail: \_\_\_\_\_

**(Note:** Any e-mail used to place orders will receive order Information, invoices, and monthly promotions.)

**Will you be marketing our products in conjunction with a specific diet or healthy eating plan? (Yes or No)**

If Yes, which plan? \_\_\_\_\_

**Please list all brick-and-mortar locations where products will be retailed:** (List below or on separate page.)

**\*If you have physical locations where you will offer Simple Girl products** and would like those locations to be listed on the Simple Girl website to drive business to you, please place a check by each location and indicate all addresses and phone numbers that would allow a customer to call to determine if you have specific Simple Girl products in stock and to find your locations.

Store Name	Address	Phone #	* List on SimpleGirl.com
1. _____	_____	_____	<input type="checkbox"/>
2. _____	_____	_____	<input type="checkbox"/>
3. _____	_____	_____	<input type="checkbox"/>
4. _____	_____	_____	<input type="checkbox"/>



Please list all websites where products will be retailed: (List below or on separate page.)

Store Name	Website Address
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

**Billing Information**

**Credit Card:** Visa \_\_\_ MC \_\_\_ Disc \_\_\_ Am Ex \_\_\_

CC#: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CSV: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Billing Address: Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Check if Shipping Address is the same as Billing Address (above).**

Complete the following **ONLY** if Shipping Address is different than Billing Address:

Shipping Address: Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Delivery Information (Required):**

**What type of location will we be shipping to?** Business \_\_\_ Residential/Non-commercial \_\_\_

**Does your location have a dock or forklift for delivery?** Yes \_\_\_ No \_\_\_

**Is inside delivery required?** Yes \_\_\_ No \_\_\_

(If the delivery driver has to bring the shipment inside an office building or more than a few feet past the rear of the trailer, inside delivery will apply.)

**List specific delivery days and hours** \_\_\_\_\_

**Wholesaler Sales Tax Acknowledgement**

By checking this box, Company acknowledges that as a wholesale purchaser, Everything Matters Distributing will not collect sales tax from Company; and Company, as a reseller, is fully responsible for collecting and remitting any and all sales tax to local, regional, state and/or other agencies as required.



## Wholesale Purchase Agreement

The term **EMD** refers to Everything Matters Distributing and any and all Everything Matters Distributing-affiliated organizations.

The terms **Company/Customer/Participant/Client** are used interchangeably for purposes of this agreement.

- 1.) I understand that there are minimum quantities required on certain products to qualify for tiered pricing, as shown on the Everything Matters Distributing Order Form and website. These minimum quantities, pricing, specifications, and policies can change any time without prior or written notice. Should I not abide by these terms, EMD can permanently refuse to sell me its products.
- 2.) I understand that EMD does not take returns on wholesale purchases unless specific criteria are met including, but not limited to, that the products must be returned in saleable condition and within 30 days of purchase at the expense of the buyer, and even if specific criteria are met, that a restocking fee will apply.
- 3.) I understand and agree that EMD may make modifications to this Agreement, the Policies and Procedures, and company literature. I further agree to be bound by such changes upon notification.
- 4.) I understand that EMD products are not represented as having any medicinal value and that I am not authorized to make any drug-type claims or prescribe any EMD products to treat or cure any disease or condition. I further agree to indemnify and hold harmless EMD (and its affiliates, officers, directors, employees, and agents) against any claims, liability, obligations, expenses (including attorney fees) or damages arising out of any representations I may have made, or alleged to have made, in connection with any of EMD products. EMD makes no warranty of any kind whatsoever express or implied; and any implied warranty of merchantability or fitness for a particular purpose is hereby disclaimed by EMD. EMD shall not be liable for any consequential damages, loss or expense arising from the use of or the inability to use the products for any purpose whatsoever.
- 5.) I represent and warrant that I have made my own investigation of these products and diets and have not relied on any representations or warranties from EMD in connection therewith.
- 6.) I understand that the venue and jurisdiction for any action pertaining to this Agreement or any disagreement or claim between myself and EMD shall be in the state of Missouri, and that this Agreement shall be governed by the laws of the state of Missouri. I understand that if any provision or paragraph in this agreement is held to be invalid, all other provisions or paragraphs shall remain valid and in force. I agree to bear any and all costs, including attorney's fees, incurred by EMD as a result of any dispute or violation of this Agreement.
- 7.) I understand that I am **only permitted** to sell Simple Girl and Tiffalina brand products on my own company website and in my brick-and-mortar stores and that I'm not permitted to sell on third party seller sites such as Amazon and Ebay. I also understand that I am not permitted to sell directly to Amazon.
- 8.) Everything Matters Distributing reserves the right to refuse or decline any order at our sole discretion.

I have carefully read this Agreement and fully understand its contents and agree to the above terms. I am aware that this Agreement includes a release of liability and indemnification agreement between myself and EMD and includes any person or entity I use or appoint or retain for the distribution, wholesaling and resale of products. This Agreement constitutes the entire Agreement between myself, the company I am authorized to represent, and EMD. No other additional promises, representation, guarantees, or agreements of any kind shall be valid unless in writing and approved by an authorized agent. Further, I acknowledge that I am opening a wholesale account with Everything Matters Distributing under the following name/names:

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



**Only complete this form if you/your company has a presence in Missouri to avoid EMP from collecting sales tax on your wholesale purchases. As a retail seller, you need NOT complete the sections marked N/A.**



MISSOURI DEPARTMENT OF REVENUE  
TAXATION DIVISION

**SALES/USE TAX EXEMPTION CERTIFICATE**

FORM  
**149**  
(REV. 07-2011)

**THIS FORM IS TO BE  
GIVEN TO THE SELLER BY  
THE PURCHASER**

**Caution to seller:** In order for the certificate to be accepted in good faith by the seller, the seller must exercise care that the property being sold is exempt. When a purchaser is claiming an exemption for purchases of items that qualify for the full manufacturing exemption and other items that only qualify for the partial manufacturing exemption, the seller must make certain the correct amount of tax is charged for each item purchased.

PURCHASER/SELLER

PURCHASER'S NAME	SELLER'S NAME <b>Everything Matters Publishing, Inc.</b>
DOING BUSINESS AS NAME (DBA)	DOING BUSINESS AS NAME (DBA) <b>Everything Matters Distributing</b>
ADDRESS	ADDRESS <b>310 Sonderen St</b>
CITY, STATE, ZIP	CITY, STATE, ZIP <b>O'Fallon, MO 63366</b>
PRODUCT OR SERVICES PURCHASED EXEMPT FROM TAX	
PURCHASER'S TYPE OF BUSINESS	PURCHASER'S MO TAX ID NUMBER

**RESALE: EXCLUSION FROM SALES/USE**

- Purchases of Tangible Personal Property for RESALE: *Retailer's State Tax ID Number* \_\_\_\_\_ *Home State* \_\_\_\_\_  
(Missouri Retailers must have a Missouri Tax ID Number)
- Purchases of Taxable Services for RESALE (see list of taxable services in instructions): *Retailer's MO Tax ID Number* \_\_\_\_\_  
(Resale certificate cannot be taken by seller in good faith unless the purchaser is registered in Missouri)
- Purchases by Manufacturer or Wholesaler for Wholesale: *Home State* \_\_\_\_\_  
(Missouri Tax ID Number may not be required)
- Purchases by Motor Vehicle Dealer: *Missouri Dealer License Number* \_\_\_\_\_  
(Only for parts that will be used on vehicles being resold)(Form 149 not required for tire and battery fees)

N/A

**MANUFACTURING FULL EXEMPTIONS: (These exemptions apply to state and local sales and use tax.)**

- INGREDIENT / COMPONENT PART
  - MANUFACTURING MACHINERY, EQUIPMENT AND PARTS
  - MATERIAL RECOVERY PROCESSING
  - PLANT EXPANSION
  - RESEARCH AND DEVELOPMENT OF AGRICULTURAL BIOTECHNOLOGY PRODUCTS AND PLANT GENOMICS PRODUCTS AND PHARMACEUTICALS
- This portion must be completed if any box is checked under heading "MANUFACTURING FULL EXEMPTIONS."  
DESCRIBE PRODUCT OR SERVICES PURCHASED EXEMPT FROM TAX

N/A

SALES/USE TAX

**MANUFACTURING PARTIAL EXEMPTIONS : (These exemptions only apply to state tax (4.225%) and local use tax, but not local sales tax. The seller must collect and report local sales taxes imposed by political subdivisions.)**

- RESEARCH AND DEVELOPMENT
  - MANUFACTURING CHEMICALS AND MATERIALS
  - MACHINERY AND EQUIPMENT USED OR CONSUMED IN MANUFACTURING
  - MATERIALS, CHEMICALS, MACHINERY, AND EQUIPMENT USED OR CONSUMED IN MATERIAL RECOVERY PROCESSING PLANT
- This portion must be completed if any box is checked under heading "MANUFACTURING PARTIAL EXEMPTIONS."  
DESCRIBE PRODUCTS OR SERVICES PURCHASED EXEMPT FROM STATE TAX AND LOCAL USE TAX, BUT SUBJECT TO LOCAL SALES TAX

N/A

- UTILITIES /ENERGY AND WATER USED OR CONSUMED IN MANUFACTURING (MUST COMPLETE BELOW)
- PURCHASER'S MANUFACTURING PERCENTAGE \_\_\_\_\_ %  
PURCHASER'S METHOD OF CALCULATION
- SQUARE FOOTAGE
  - USE ANALYSIS
  - OTHER \_\_\_\_\_
- ENERGY ACCOUNT NUMBER(S) \_\_\_\_\_

N/A

**OTHER SALES/USE EXEMPTIONS:**

- AGRICULTURAL
- COMMON CARRIER
- LOCOMOTIVE FUEL
- AIR AND/OR WATER POLLUTION CONTROL MACHINERY, EQUIPMENT, APPLIANCES AND DEVICES
- OTHER \_\_\_\_\_

N/A

SIGNATURE

**SIGNATURE:**  
UNDER PENALTIES OF PERJURY, I SWEAR OR AFFIRM THE INFORMATION ON THIS FORM IS TRUE AND CORRECT AS TO EVERY MATERIAL MATTER. I also declare under penalties of perjury that I employ no illegal or unauthorized aliens as defined under federal law and that I am not eligible for any tax exemption, credit or abatement if I employ such aliens.

AUTHORIZED SIGNATURE (PURCHASER OR PURCHASER'S AGENT)	TITLE	DATE