



# Gaia Goods Payment Terms & Tax Agreement

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

This Payment Terms & Tax Agreement ("Agreement") is entered into between:

**Gaia Goods, Inc.**

An Oregon corporation

Address: 4110 SE Hawthorne Blvd., #138 Portland, Or 97214

And

**Vendor Name:** \_\_\_\_\_

Entity Type: \_\_\_\_\_

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

Together known as the "Parties."

## 1. Scope of Agreement

This Agreement outlines the terms, conditions, and responsibilities of both Gaia Goods and the Vendor concerning financial transactions, payouts, and tax obligations arising from product sales on the Gaia Goods marketplace.

## 2. Payment Schedule & Method

### a. Payment Schedule

- Gaia Goods will calculate and remit payment (less applicable fees) to Vendors on a **monthly basis**.
- Payment periods run from the 1st to the last day of each calendar month. Payments will be issued within **30 days** of each month's end.

### b. Payment Methods

Vendors may select one of the following payout methods:

**PayPal:**

- Vendor PayPal Email: \_\_\_\_\_

**Direct Bank Deposit / ACH:**

- Account Holder Name: \_\_\_\_\_
- Bank Name: \_\_\_\_\_
- Account Number: \_\_\_\_\_
- Routing Number (US Only): \_\_\_\_\_



- SWIFT/BIC Code (International): \_\_\_\_\_
- IBAN (International): \_\_\_\_\_

**Other Method (approved in advance by Gaia Goods):**

- Please specify clearly: \_\_\_\_\_

**Note:** Vendor is responsible for providing accurate payment information. Gaia Goods is not liable for any misdirected payments due to incorrect details provided by Vendor.

### 3. Calculation & Deduction of Platform Fees

#### a. Platform Fees

- Gaia Goods will retain a **20% platform fee** from the net sales revenue.
- Net sales revenue equals gross sales minus refunds, discounts, shipping charges, taxes, and any adjustments due to customer service resolutions.

#### b. Adjustments & Chargebacks

- Gaia Goods reserves the right to adjust payouts for returns, refunds, chargebacks, or any errors made in previous statements. Adjustments will be communicated clearly in the monthly statements.

### 4. Monthly Financial Statements

- Gaia Goods shall provide Vendors with a detailed monthly statement clearly listing:
  - Total sales
  - Applicable fees (Platform Fees, transaction fees, adjustments)
  - Returns/refunds
  - Final payout calculation
- Statements will be provided electronically via email or through the Gaia Goods vendor portal within **10 business days** after each month-end.

### 5. Vendor Tax Responsibilities

#### a. Tax Documentation

- U.S. Vendors must submit IRS Form **W-9**.
- Non-U.S. Vendors must submit IRS Form **W-8BEN** or other appropriate tax documentation.
- Vendors agree to promptly provide updated forms if tax details or business structures change.



503-231-8209



[www.gaiagoods.org](http://www.gaiagoods.org)



[Vendors@GaiaGoods.org](mailto:Vendors@GaiaGoods.org) | [contact@GaiaGoods.org](mailto:contact@GaiaGoods.org)



Gaia Goods 4110 SE Hawthorne Blvd, #138 Portland, Or 97214



## b. Sales Tax / VAT

- Vendors are responsible for correctly identifying and providing applicable sales tax or VAT rates for each listed product.
- Gaia Goods may facilitate tax calculation at checkout, but the Vendor is ultimately responsible for accuracy.
- Vendors must maintain accurate records of tax rates applicable to their products.

## c. Vendor Tax Liabilities

- Vendors are responsible for remitting any taxes owed to applicable governmental tax authorities.
- Gaia Goods will issue annual payment summaries (such as IRS Form 1099-K, if required by law) for reporting purposes.
- Vendors agree to comply with tax-reporting obligations based on their business jurisdiction.

## 6. Currency & Exchange Rates (International Vendors)

- Payments will be issued in USD unless otherwise agreed.
- International vendors bear any exchange rate fluctuations or bank processing fees.
- Gaia Goods is not responsible for losses resulting from currency conversion.

## 7. Vendor Obligations & Responsibilities

Vendor agrees to:

- Ensure payout and tax information remains up-to-date and accurate.
- Notify Gaia Goods promptly of any banking or tax information changes.
- Maintain proper financial records in compliance with local tax regulations.
- Comply with tax reporting and remittance requirements specific to their jurisdiction.

## 8. Errors, Disputes & Resolution

Vendors must dispute statements in writing within 30 days; otherwise, statements are final. Gaia Goods will review and respond promptly.



### 9. Confidentiality of Financial Data

Both Parties agree to maintain confidentiality regarding sensitive financial data, account information, and tax-related documents as outlined in the Mutual NDA executed separately.

### 10. Agreement Modification & Termination

Gaia Goods may revise terms with 30 days' notice. Either Party may terminate with 30 days' written notice. Final statement and payouts will be issued within 45 days of termination.

### 11. Governing Law & Jurisdiction

This Agreement is governed by the laws of **State/Country:** \_\_\_\_\_.

Disputes arising from this Agreement will initially be addressed via good faith negotiations.

Unresolved disputes will be resolved through binding arbitration in **City, State/Country**

\_\_\_\_\_

### Acknowledgment & Signatures

By signing below, both Parties acknowledge and agree to the above payment terms, tax obligations, and responsibilities detailed herein:

#### Gaia Goods, Inc.

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

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

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

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

Vendor Name: \_\_\_\_\_

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

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

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

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



503-231-8209



[www.gaiagoods.org](http://www.gaiagoods.org)



[Vendors@GaiaGoods.org](mailto:Vendors@GaiaGoods.org) | [contact@GaiaGoods.org](mailto:contact@GaiaGoods.org)



Gaia Goods 4110 SE Hawthorne Blvd, #138 Portland, Or 97214