

CLIENT FOLLOW-UP EMAIL TEMPLATE

Dear <client name>

Below you'll find great detail on what we chatted about. So much so, that it can form the basis of our working agreement if you like. Please give it a read and if you have questions, please reply with a confirmation or let's chat again. I'm eager to get started!

As an Amazon strategist, my approach focuses on:
PRODUCT - PEOPLE - PROCESS and PROFITS

In this document

Client = <client name> / Consultant = <consultant name>

Guideline of requirements to achieve our goals at Amazon:

PRODUCT...

- 1 Product for starters (it's best to start with your best seller)
- Perhaps it has variations (size/color) but basically ONE product
- Preferred price range \$18 to \$50 (roughly)
- Product must be Prime Eligible (shipped by Amazon FBA)

Other Products

After product #1 is rolling, it is agreed that we will add additional products ONE-BY-ONE working together and following the same PROCESS. The next product shall be:

- Product #2
- Product #3
- Product #4

IT IS RECOMMENDED THIS DOCUMENT BE REVIEWED BY LEGAL COUNSEL

Existing Products

It's important to recognize that any products currently listed at Amazon (un-optimized products) may present challenges if left LIVE as we focus on product #1. It might make sense for me to do some page optimizations across all items currently live, just so they are consistent with the one we are focusing on. It may make sense to temporally remove some items (they are likely not selling well anyway). We can then roll them out gradually as we have the time and resources to do them right. This is just a heads-up, we can discuss together and decide later.

PEOPLE...

- Let's do ONE product initially to determine if we feel comfortable working together.
- Most client/partner roles are outline below.
- It's important that we maintain responsive communications (or assign a point person).
- It's a FACT that in working with Amazon, there will be challenges and we will work to meet each challenge.

PROCESS...

Strategy

We agree to what is called the "Climb Mt Everest" approach, meaning there is a single goal and none of us know the exact challenges we face just yet. Our mantra must be "do whatever it takes." We understand the summit is achievable (i.e.: reaching the top three rankings and/or page one rankings for several primary keyword phrases) but we do not know how steep the climb will be or how many Yedi we must conquer along the way. What is known is that no one else in our category that will be as acutely focused on the goal or using the strategies we will deploy.

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Deal

- Agree to an EXCLUSIVE for all products on Amazon. No one else will sell product on Amazon.
- Agree to not authorize secondary sellers.
- Agree to help remove/discourage secondary sellers if they pop up.

Inventory

- Agree to maintain Inventory at all times.
- Running out of inventory is NOT acceptable.

To Achieve or Maintain Rankings:

- Agree to "promo" 50 to 300 per month for approx. 3 months @ Under \$1.
- Agree to "promo" AT COST (break-even) as much product as necessary.

Ad Costs

- Agree to invest up to \$500 per month in Amazon Sponsored Ads
- Once a conversion rate is known, agree to ramp up ads more if they are making money.

Seller Central

- Client agrees to open/maintain a Seller Central "PRO" account in clients name (\$40 mo)
- Agree to grant FULL access to Seller Central account
- Agree to have limited people authorized to engage actively within Seller Central

Roles (Seller Central)

Agree to to ROLES within Seller Central

- **Consultant:** Product set-up, images, all product detail page copy (Title, Bullets, Description etc)
- **Consultant:** Set-up and manage Promo Codes
- **Client:** Inventory, Financial Matters
- COMBO: On customer issues, **Client** will handle day-to-day issues EXCEPT when there are "issues" such as complaints, bad feedback, bad reviews etc. In these instances you collectively brainstorm the best solution, then in most case **Client** will carry it out.
- COMBO: **Client** will handle most communications with Amazon that are account issues, but it is best to brainstorm strategy collectively first if it is a sticky issue.

Product

- Agree to allow re-vamping of product if necessary
- (Might include, different bundling, different packaging, different pricing etc)

Reviews

- Getting good product reviews will be a collective effort. This will be an ongoing, never-ending part of the required strategy. Also, rest assured there will be BAD reviews and these will not be removed by Amazon no matter how agreeigious they are. It is agreed to brainstorm tactics to mitigate such bad reviews.
- One strategy which we will deploy is "Over-Refunding" - this is allowed by Amazon, can be effective, and is worth the cost. It is agreed that "Over-Refunding" up to \$20 above the product cost may be used as a strategy from time-to-time.

- Client agrees to acquire at least the first 10 four to five star reviews (family, friends and connections)

Resources and Materials

Anything necessary to complete consultants job must be made available. This would include all up-to-date product materials, descriptive copy, images (preferably in layered Photoshop files); if anything must be mailed my address is:

<consultant name>

<Address>

<City, State ZIP>

Marketing Disclosure

It is imperative that I be aware of ANY related marketing online or offline in other channels for same product (*Active ads, store shelf, commercials, blog posts, Social Media or Facebook marketing, sells reps, distributors, affiliates, resellers, wholesalers etc*). Just keep me in the loop on other things you're doing at all times. This sometimes helps in surprising ways.

Marketing Opportunities

Client agrees to pursue marketing opportunities to promote Amazon sales via existing customer/prospect lists, company site/blog, and partner or cooperative lists.

Client agrees that whenever possible, potential buyers will be given the opportunity to BUY ON AMAZON if that potential buyer is at company site/blog or social media page.

Client understands that allowing wholesalers, distributors, outlets and resellers to BUY ON AMAZON (using promo codes to deliver at wholesale pricing) is a smart idea and will consider these opportunities on a case by case basis. Client also understands that Consultant earns NO COMMISSION on bulk wholesale orders purchased via Amazon in this manner.

Client understands that driving Amazon sales via another sales channel (for example an infomercial or commercial) is also a smart idea and will consider these opportunities on a case by case basis. Client also understands that Consultant earns NO COMMISSION on pre-arranged external channel orders purchased via Amazon in this manner.

Client understands that giving away products (contests, charity, samples etc) can also be done VIA AMAZON (using promo codes). This too is a smart idea and client will consider these opportunities on a case by case basis. Client also understands that Consultant earns NO COMMISSION on pre-arranged giveaways via Amazon in this manner.

Pre-mature Cancellation

If for any reason client cancels, terminates or refuses to go forth under this agreement within the first 3 months, or before such time as gross revenues have reached a minimum of \$1,000 per month, client must reimburse consultant for time and work rendered. This pre-mature cancellation fee shall be \$10,000 and will be due within 30 days of cancellation. Consultant and staff commit significant time, resources and expertise in the early stages of every product set-up, thus a pre-mature cancellation is to be avoided by all means.

Termination (an Event of Default)

In the event sales do not materialize or sustain themselves despite all efforts, Consultant may terminate agreement at anytime by providing 60 days notice.

Client may terminate agreement by meeting the following 3 criteria:

Providing 60 days written notice

AND within same 60 days, product cannot be sustained on page one Amazon search results for at least one of the following 3 keyword phrases:

Keyword phrase

Keyword phrase

Keyword phrase

AND net payout (monthly earnings) from Amazon remain below \$1,000 per month for this same 60 day period

Upon the occurrence of an Event of Default, Client shall have the right to terminate the Agreement at any time upon 60 day written notice. In the absence of an Event of Default, Client shall have the right to terminate the Agreement at any time upon 60 days written notice to Consultant; provided, however, that client shall be obligated to pay Consultant the Termination Fee.

The Termination Fee shall be payable monthly following the procedure below:

(i) The term "Termination Fee" means the compensation that Consultant would have earned during the twelve (12) month period following the date Client terminates the Agreement assuming that Net Sales during each month of

such twelve (12) month period equal Average Monthly Sales.

(ii) The term “Average Monthly Sales” means the quotient obtained by dividing total Net Sales during the three-month period immediately preceding the date the Agreement terminates by a factor of three.

Sale Of Company

If client corporation sells or transfers ownership, this agreement must be transferred in-tacked without modification or a buyout can be negotiated.

Crazy Stuff

It is a known FACT that Amazon can be quirky, illogical, inconsistent and extremely frustrating at times. Your Seller Central account can be closed, frozen or put on probation by Amazon for no reason or for unjust reasons. Product images and product descriptions can be changed by Amazon. Product pages can be frozen preventing updates and edits. Promo codes on rare occasions can get shared beyond their intended target audience and product can end up sold at discounts not intended. Amazon can lose products, ship the wrong product, even ship empty boxes (they do reimburse on things like this, if you ask). In addition, customers and competitors can post bad reviews.

This all sounds bad, but on the other hand, Amazon can, for many products, deliver more customer sales daily than virtually any other channel you might try. And Amazon customers will almost always pay higher retail prices than any other channel. For many sellers it is a love/hate relationship.

All this said, it is one of the primary reasons you'll sell more products and make more money working with a skilled Amazon consultant. There are solutions, workarounds and ideas that help mitigate these challenges.

Whenever an issue arises, it's time to brainstorm the solution. While you as a company can reach out to your staff and connections for ideas, as your consultant I work with over 2000 other sellers in a group that provides support and first hand experience. I also work with some of the top minds in this field, and can get any question answered within 24 hours if I don't already know the answer or best path forward. In other words, Amazon can be so confounding at times, it takes the experience of thousands to determine the best solution. I can provide exactly that.

PROFITS...

All profits are paid to Client directly from Amazon every 14 days.

Commission Payouts

Commissions may be paid out MONTHLY by client as Amazon revenues are received and processed by your accounting. Payouts must include spreadsheet with transparent accounting of calculations used to arrive at commission payout. If Amazon delays a payout, it is understood that commission payouts to consultant may be delayed as well.

Fixed Commission Rate

CLIENT Shall pay 25% of Amazon Payout to CONSULTANT

On Boarding Fee

CLIENT Shall pay \$XX,000 (a one time fee) within 14 days of this agreement as a consultant engagement fee.

Additional Expenses That Must Be Covered

There will occasionally be additional expenses recommended for strategy implementation. (for example: the cost of a press release, a piece of software or tool needed, we may need printing -say for stickers, coupons etc, we might decide to run external ads --Google Adwords, Facebook ads etc.) If so, after discussing the strategy or tool, this would be paid for by CLIENT and not deducted in any way when calculating commissions.

Extra Expenses:

GRAPHIC / LABEL DESIGN - In the event labels must be created for any products, CLIENT agrees to cover this cost which can range on average from \$300 to \$600 depending on product and label variables

VPS (Virtual Private Server) - In order to assure safe access to your Amazon Seller Central account by multiple parties (your team and mine) and in the event of travel it will be critically important to secure a VPS. This will run about \$25 per month.

AUTO-RESPONDER - A customer auto-responder system (such as: Feedback Genius) is required. These type systems offer a sliding scale fee based on number of emails. \$80 per mo. covers 10,000 emails and should cover our needs initially. This type system is proven to increase FEEDBACK, REVIEWS and SALES. It will be set-up by consultant.

CARD INSERTS (or package stickers) - Our best next customer is an existing customer buying again (re-orders). Existing customers also provide valuable word-of-mouth. Card inserts or package stickers which include a DISCOUNT PROMO CODE can be effectively used to encourage or remind customers to RE-ORDER same product or a related product (or share with a friend). These will be required as soon as feasibly possible and included in packaging fulfilled by Amazon. Design and messaging will be discussed.

POST CARD FOLLOW-UP MAILINGS - Amazon provides the street addresses of all customers. Mailing post cards is an effective method for increasing Amazon sales and reviews. This is not an initial expense requirement, but it will be discussed as a smart possibility once rankings have been achieved and sales are rolling in.

CONTRACT

The need for a contract is up to to you, **Client**. I will work diligently regardless. Some of my clients prepare lengthy contracts (that only lawyers can understand) and others work with me on an email & a handshake. If you confirm that what's in this email is acceptable to you, then this email can form the basis of our agreement and we go to work. If you want something more formal then you may have your attorney draft something BASED on this email and then we'll go to work.

I'm genuinely excited and will step you through the process as soon as you say "GO." We can target <MONTH/WEEK> as a realistic time to kickstart our first item.

All the best,
<consultant name>
<contact info>