

Wholesale Distributor Agreement for Poly-MVA

This is an Agreement entered into on this date _____, by and between **AMARC Enterprises, Inc.**, a California corporation having its principal place of business at **1339 Broadway El Cajon, CA 92021** (SUPPLIER) and _____, an independent business or contractor, having its principal place of business at _____ (AGENT).

AGENT recognizes that SUPPLIER is the holder of the EXCLUSIVE Distribution rights for the trademarked Poly-MVA products and formulations. The parties mutually understand and agree that the purpose of this agreement is to appoint qualified and reputable agents for SUPPLIER's products who will avoid actions detrimental to the image, trade name and reputation of the brand.

Please review each of the following TERMS. If AGENT agrees to the terms set forth by SUPPLIER for the resale of the *Trademarked Poly-MVA product lines*, please sign and return this document along with a copy of your active state business license. Any AGENT found to be in violation of the terms in this document will be notified and will immediately forfeit their right to order Poly-MVA Products for resale.

TERMS

1. The Initial Term of this agreement shall be (6) months. At the end of this term, AGENT will be deemed an Authorized Distributor for an indefinite period unless otherwise notified.
2. Due to the intricate nature of the Poly-MVA protocol, each AGENT unless otherwise noted, agrees that they will wholesale *Poly-MVA products* to Practioners only for resale. AGENT agrees and understands that all Poly-MVA products purchased from SUPPLIER are for WHOLESALE ONLY FOR PRACTIONERS only. Each AGENT must purchase products directly from SUPPLIER to be recognized as an Authorized Distributor.
3. AGENTS interested in listing Poly-MVA products via the Internet **MUST** follow the MINIMUM ADVERTISED PRICE (MAP) Guidelines set forth by SUPPLIER and agree to avoiding using terms such as "*Lowest Price Guarantee*" or "*We will beat any price on the Internet.*" Upon acceptance of this Agreement, AGENT shall become a non-exclusive dealer for the retail sale of the Poly MVA Product Line, in accordance with the MINIMUM ADVERTISED PRICE (MAP) which may be modified from time to time, the current form is attached hereto and made a part hereof as **Exhibit A**. This schedule is subject to change by SUPPLIER with or without notice at any time.
4. At its own discretion, SUPPLIER shall retain the right to terminate its relationship with any AGENT deemed by SUPPLIER to have acted in an inappropriate manner and further reserves the right to cancel this contract at will. Nothing in this Agreement shall grant or convey to AGENT exclusive selling rights or privileges nor shall AGENT solicit sales or make deliveries by methods which may in any way be prejudicial or unfair to any other AUTHORIZED AGENT or SUPPLIER. AGENT will not directly or indirectly sell any of the Products for shipment, delivery or use outside of the boundaries of the United States of America without SUPPLIER's prior expressed written approval. SUPPLIER reserves the right to unilaterally decline further deliveries to any AGENT who fails to observe its suggested Minimum Advertised Pricing (MAP) guidelines, terms, policies and/or procedures.

Initials _____

5. USAGE OF TRADEMARK AND COPYRIGHTED MATERIALS

AGENT understands and agrees not to use the SUPPLIER's trademarks, trade dress, domain name, logo(s), representations, printed and online copyrighted material or other official marketing materials without **prior written approval** from SUPPLIER and only then to represent accurately the relationship of AGENT to SUPPLIER or products and give notice in writing on said materials that they represent copyrighted material owned by SUPPLIER. Any changes to permitted usage of material must be approved in writing by SUPPLIER before making public in any form.

6. DISCONTINUANCE OF TRADEMARK AND COPYRIGHTED MATERIALS

Upon termination of this Agreement AGENT agrees to discontinue its representation and sale of the Products and all signs, ad materials, trade names, trademarks and other proprietary material to SUPPLIER within ten (10) days of the termination date.

7. ADVERTISING

AGENT agrees to follow AMARC Enterprises (AMARC(s)) most current MINIMUM ADVERTISED PRICE (MAP) price schedule and **will not advertise** our products at any price below the price set by AMARC. Globally and Nationally Advertised Specials on products outside AMARC's pricing structure are strictly prohibited. This includes but is not limited to all Internet marketing avenues, electronic communications and any other all printed materials or sales environments. Agents publicizing and selling Poly-MVA products online incorporating Search Engine Optimization Marketing methods can promote with ORGANIC Search Engine Optimization and are NOT permitted to use Pay Per Click advertising on for the key words: POLYMVA, POLY-MVA, POLYMVA-Pets, POLY-MVA-Pets or any other product names, variations or trademarks of AMARC Enterprises. Search engines included but not limited to: Google, Yahoo, AOL or Bing. All companies using Social Media Marketing Pay Per Click advertising AMARC's product must be approved by AMARC prior to using in any way shape or form. Poly-MVA products are not to be advertised as a discount pricing grouped with any other offer - i.e. other products. Special product promotions on AMARCS products including but not limited to free shipping, 2 for 1, meet or beat other pricing or other pricing discounts on, E-bay, all social media environments, online auctions, are prohibited. Companies or persons found to be in violation of these guidelines will be removed from the affiliate program and reviewed by legal counsel for any damages incurred for any breach of this agreement.

8. RETURN OF PRODUCT

AGENT may only allow return of Products after receiving SUPPLIER's express written permission, which at SUPPLIER's sole discretion may be given or withheld.

9. INDEMNIFICATION

AGENT agrees to provide Indemnity and to hold harmless, defend and indemnify SUPPLIER and its officers, directors, employees and agents against any claims, liability, obligations, and expenses and accepts sole responsibilities for all parties attorney's fees and/or damages arising out of any representation made by said AGENT in connection with the sale, marketing or distribution of SUPPLIER'S products.

10. GENERAL

SUPPLIER and AGENT agree that disputes shall be submitted to binding arbitration under the auspices and rules of the Judicate West Arbitration Association. Distributor irrevocably gives up the right to seek legal remedy in a court of law in a trial with a jury, in deference to binding arbitration. Parties hereto agree to be governed by the laws of the State of California, USA and all legal action will be initiated and carried out in San Diego County, California. SUPPLIER and AGENT agree to provide prior written notice of any disputes arising under this Agreement.

Initials _____

(a) ENTIRE AGREEMENT. This Agreement supersedes all prior communications or understandings between AGENT and SUPPLIER and constitutes the entire agreement between the parties with respect to the matters covered herein. Any additions to this agreement present and/or future will be referred to as

(b) Exhibit and/or Addendum and shall be considered part of this original agreement.

(c) AGENT agrees that they will and are required to work within and comply with all Global, Federal, State and Local Laws and/or any governing body in which has jurisdiction

ADDENDUM A

WHOLESALE PROGRAM

AGENT will buy Poly-MVA in volume for in house distribution directly to practioners. AGENT contacts SUPPLIER and orders product based on wholesale pricing schedule via Direct Bank or Wire Transfer. Products will be shipped to AGENT via SUPPLIER once order is placed and payment is received for both the product and shipping unless other terms have been agreed to in writing. AGENT must provide SUPPLIER with all required Permits. AGENT generates revenues via direct sales to its practioners/clients.

AGENT

(Print Name) _____ Date _____

Distributor Company Name and Company Affiliations _____

Address _____

Mailing or other address _____

Phone Numbers _____ Fax# _____

Web address _____

Email _____

Signature _____

PLEASE ATTACH A COPY OF YOUR BUSINESS LICENSE and any other required documentation.

Supplier Authorization _____ Date _____

- Business license**
- Medical licenses or degree** (if applicable)
- Resale Permit** (California only)
- Minimum Advertised Pricing (MAP)**
- Distributor Agreement**

*** Incomplete applications will not be approved**