



SALES AGENCY AGREEMENT

This Sales Agency Agreement (this “Agreement”) is made _____ day of _____ 20____ (the “Effective Date”), between PurO3 LLC, a limited liability company organized under the laws of Arkansas, having its principal office at 1220 S Happy Hollow Rd, Fayetteville AR, 72701, USA (the “Company”), and _____
[an individual] [a corporation or limited liability organized under the laws of [name of state]], having its principal office at _____ (“Sales Representative”). The Company and Sales Representative are sometimes referred to in this Agreement as the “Parties” and individually as a “Party.”

RECITALS

- A. The Company is engaged in the production, marketing, and sale of organic skincare, oral health, and supplements products.
- B. The products applicable to this Agreement shall be the Company's PurO3 product line (the “Products”) as in effect from time-to-time during the Term (as defined below).
- C. The Company desires to retain Sales Representative as its sales agent to market and sell the Products, and Sales Representative wishes to accept such appointment on the terms and conditions set forth in this Agreement. In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

SECTION ONE. INCORPORATION OF RECITALS

The Recitals set forth above are true and correct and are incorporated into and made a part of this Agreement.

SECTION TWO. AGENCY

Client engages Sales Representative and Sales Representative agrees to be engaged by Client to perform the following services as an independent contractor of Client: to market, promote and sell the Products from time-to-time in the normal course of Sales Representative’s other business activities, if any, and during the term of this Agreement. Nothing contained in this Agreement shall obligate Sales Representative to perform any extraordinary or noncustomary marketing or sales efforts for the Products, or to invest any specific amount or level of Sales Representative’s money or resources or time in marketing and selling the Products under this Agreement.

SECTION THREE. ORDERS AND SALES

- A. Unless otherwise specifically agreed, Sales Representative agrees that all orders solicited and taken by it shall be made in conjunction with and with the approval of the Company and at standard prices specified by the Company for the Products from time-to-time during the Term.

B. The Company shall use commercially reasonable efforts to assure that prompt shipment shall be made on all orders received from Sales Representative and to treat orders secured by Sales Representative with at least the same priority concerning shipments as any other customer of the Company.

C. During the term of this Agreement, the Company shall license Sales Representative to use, on a nonexclusive basis, all trademarks, trade names and identifying slogans relating to the Products in connection with the performance of Sales Representative's obligations under this Agreement.

SECTION FOUR. TERM

The term of this Agreement (the "Term") shall commence as of the Effective Date and shall continue for a period of one year.

SECTION FIVE. ADDITIONAL DUTIES OF SALES REPRESENTATIVE

A. Sales Representative shall comply with all federal, state, and local laws and regulations in performing its obligations under this Agreement.

B. Sales Representative shall bear all of its out-of-pocket expenses incurred in connection with the performance of its obligations under this Agreement.

C. Sales Representative shall not make any false or misleading claims concerning the Products or any representations that contradict the disclaimers associated with the Products, including, but not limited to, the following:

Medical Claims. Distributor understands the critical and potentially harmful nature of associating, advertising, or promoting PurO3 products with medical claims prior to the approval by the US Food and Drug Administration (FDA). Specific medical claims can be made only by a medical doctor based on his or her experience with PurO3 products and expressed as a personal observation or opinion that is NOT associated with the Company in any manner whatsoever. Such claims must be made with the following disclaimer: This information is provided as the opinion of Dr. (insert name) and NOT associated with PurO3.

For Skin use only: If irritation occurs discontinue use. Avoid contact with eyes. If you are pregnant, nursing or have a medical condition, consult a health care professional before use. **Disclaimer:** These statements have not been evaluated by the FDA.

Legal Disclaimer: No health claims for these products have been evaluated by the United States FDA, nor has the FDA approved these products to diagnose, cure, or prevent disease. Since every individual is unique, we highly recommend you consult with your licensed healthcare provider about the use of these products in your particular situation. PurO3 is not responsible for the misuse of these items.

SECTION SIX. ADDITIONAL DUTIES OF THE COMPANY

A. The Company shall use commercially reasonable efforts to conduct the Business and accept and fulfill orders of the Products in a high quality and professional manner.

B. The Company shall comply with all federal, state, and local laws and regulations in performing its obligations under this Agreement.

**SECTION SEVEN.
INDEMNIFICATION**

Each Party indemnifies and holds harmless the other Party and its shareholders, directors, members, managers, officers, employees, attorneys, and agents from and against all claims, losses and expenses, including reasonable attorneys' fees and costs, arising from a breach by the Party of its duties, representations, warranties and covenants in this Agreement.

**SECTION EIGHT.
COMMISSION**

The Company shall pay Sales Representative a commission that is ten percent (10%) of the net profits of the Products sold by the Company as a result of Sales Representative's activities that are pursuant to, and in accordance with, this Agreement (the "Commission") less all direct costs incurred by the Company. The Commission shall accrue upon receipt by the Company of the customer's payment for the Products. The Company is entitled to a credit for any gross sales amounts refunded to customers for returns or similar events in accordance with the Company's policies in effect from time-to-time during the Term. Commissions shall not be paid to current employees who recommend or promote the Products.

**SECTION NINE.
MANNER OF PAYMENT**

On or before the tenth (10th) day of each calendar month, the Company shall pay to Sales Representative, by PayPal or Check, the Commissions for the prior calendar month if the Sales Representative has accrued \$250 or more in Commissions. If less is accrued, payouts will be made quarterly. Check payments will incur a \$3.00 processing fee.

**SECTION TEN.
TERMINATION**

Either Party may terminate this Agreement at will, without cause.

Termination of this agency shall be without prejudice to any rights and obligations of the parties to this agreement that have vested prior to the effective date of termination. On termination, however, the Company shall pay Sales Representative commissions only on orders received by the Company prior to the effective date of the termination. The acceptance of such orders and the liability of the Company for the payment of the commissions on such orders are to be subject to the terms and conditions provided in this agreement, except that if the termination is due to the Sales Representative's misconduct, the Company shall have the right to withhold any and all monies due to the Sales Representative and shall apply the same as an offset against any monies due to the Company from the Sales Representative as a result of the Sales Representative's misconduct.

**SECTION ELEVEN.
REPRESENTATIONS AND WARRANTIES**

Each Party represents and warrants to the other that:

A. The Party has all right, title, and interest in and to its assets necessary to perform this Agreement, and all licenses, permits and governmental authorizations necessary to perform its obligations under this Agreement; and

B. The Party has not assigned, delegated, sold, pledged, or otherwise transferred any intellectual property rights or other ownership rights to its properties in a manner that interferes with such Party's obligations, representations, warranties, or covenants under this Agreement and will not do so while this Agreement is in effect.

**SECTION TWELVE.
CONFIDENTIAL INFORMATION**

The Parties acknowledge and agree that during the performance of their respective obligations under this Agreement, it may disclose Confidential Information (as defined below) to the other Party. Each Party agrees that it shall protect the confidentiality of the Confidential Information Using no less than the same degree of care that each Party uses to protect its own Confidential Information, but in no case less than reasonable care. If a Party is the recipient of any subpoena, litigation discovery request, or other legal demand for disclosure of Confidential Information, the Party shall promptly notify the other Party of the receipt of such a demand as soon as possible so as to afford the other Party the opportunity to attempt to quash any such demand or seek an appropriate order from a court of competent jurisdiction. As used in this Agreement "Confidential Information" shall mean all nonpublic information designated in writing by a Party as such.

**SECTION THIRTEEN.
SPECIFIC PERFORMANCE; SEVERABILITY**

In the event of breach or a threatened breach of SECTION TWELVE, a Party shall be entitled, in addition to any other relief or remedy available at law, to seek injunctive or declaratory relief without the necessity of proving irreparable harm or posting a bond. The provisions of SECTION TWELVE and this SECTION THIRTEEN shall survive the Term.

**SECTION FOURTEEN.
INDEPENDENT CONTRACTOR**

The Parties agree that Sales Representative is an independent contractor and that nothing in this Agreement shall constitute a partnership or joint venture between the Company and Sales Representative.

**SECTION FIFTEEN.
NO COMMON VENTURE**

Nothing contained in this Agreement shall be deemed to create any relationship between the parties except the independent contractor relationship specified in this Agreement and the parties agree that no license or other right or title is granted under or by this Agreement to a party in the other party's business, enterprises, revenues, business opportunities, operating assets, intellectual property rights or any other tangible or intangible assets or properties, or in any aspect of the Confidential Information of the disclosing party.

**SECTION SIXTEEN.
NO BROKERS**

Each of the Parties represents and warrants to the other that it has not used the services of any finder, broker, or agent. Each of the Parties agrees to indemnify the other Party against any and all liabilities to any person, firm or corporation claiming any fee or commission of any kind on account of services rendered on behalf of such Party in connection with transactions contemplated by this Agreement.

**SECTION SEVENTEEN.
GOVERNING LAW; EXCLUSIVE JURISDICTION**

This Agreement shall be governed by the laws of the State of Arkansas, excluding any conflicts of laws provisions. The parties agree that any and all controversies or disputes or claims or causes of action under, based on or concerning this Agreement shall be resolved solely and exclusively in the federal, state or local courts for Washington County, Arkansas. The parties further agree that this Agreement was made in Washington County, Arkansas, and that Washington County, Arkansas, is an appropriate and convenient venue for the resolution of any such controversies or disputes or claim or causes of action, and each Party waives any objections it now has or later may have to the laying of jurisdiction of any such court in any suit, action or proceeding. Neither party shall seek to

remove any legal proceeding from the courts for Washington County, Arkansas, on the ground of forum nonconviens or any similar grounds for removal.

**SECTION EIGHTEEN.
BINDING EFFECT; ASSIGNABILITY**

All of the terms and provisions contained in this Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective heirs, personal representatives, successors and assigns. The obligations of Sale Representative may not be delegated, however, and Sales Representative may not, without the Company's written consent, assign, transfer, convey, pledge, encumber, hypothecate, or otherwise dispose of this Agreement or any interest in this Agreement. Any such attempted delegation or disposition should be null and void and without effect. The Company and Sales Representative agree that this Agreement and all of the Company's rights and obligations under this Agreement may be assigned or transferred by the Company to and may be assumed by and become binding upon and may inure to the benefit of any affiliate of or successor to the Company. Any assignment by the Company of its rights and obligations under this Agreement to any affiliate or successor shall not be considered a termination of this Agreement.

**SECTION NINETEEN.
NOTICES**

Any notice required or desired to be given under this Agreement by either Party shall be in writing and shall be validly given or made to the other if delivered either by hand delivery, overnight courier, or if deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested. If notice is served by hand delivery or overnight courier, notice shall be deemed effective upon receipt. If notice is served by United States mail, notice shall be deemed effective ten days after it is sent. In all instances, notice shall be sent to the Party at the following address:

If to the Company:

PurO3
Attention: _____ *[title of officer of PurO3]*
1220 S Happy Hollow Rd.
Fayetteville AR, 72701, USA

If to Sales Representative:

Name: _____
Address: _____

Attention: _____ *[title of officer of agent if applicable]*

Either Party may change its address for the purpose of receiving notices, by written notice given to the other Party.

**SECTION TWENTY.
AMENDMENT**

No amendment, change or modification of this Agreement shall be valid unless in writing and signed by each of the Parties.

**SECTION TWENTY-ONE.
NO WAIVER**

No reliance upon or waiver of one or more provisions of this Agreement shall constitute a waiver of any other provision of this Agreement.

**SECTION TWENTY-TWO.
SEVERABILITY**

If any provision of this Agreement as applied to either Party or to any circumstances shall be adjudged by a court of competent jurisdiction to be void or unenforceable, such judgment shall in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement. If any court construes any provision of this Agreement to be unreasonable because of the duration of such provision or the geographic or other scope of the provision, such court may reduce the duration or restrict the geographic or other scope of such provision and enforce the provision as so reduced or restricted.

**SECTION TWENTY-THREE.
COUNTERPARTS**

This Agreement may be executed in one or more separate counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall, together, constitute and shall be one and the same instrument.

**SECTION TWENTY-FOUR.
HEADINGS**

The captions for each of the sections of this Agreement are descriptive only and are for convenience of reference. Should there be any conflict between any caption and the provisions of the section to which it refers, the substantive provisions of such section and not its caption shall control and govern in the construction of this Agreement.

**SECTION TWENTY-FIVE.
FURTHER ASSURANCES**

Each of the Parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations under this Agreement and to carry out the Parties' intentions as set forth in this Agreement.

**SECTION TWENTY-SIX.
ENTIRE AGREEMENT**

This Agreement, together with any agreement referred to or incorporated by reference in this Agreement, constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement, and any and all prior agreements, understandings or representations are terminated and cancelled in their entirety.

**SECTION TWENTY-SEVEN.
INTERPRETATION**

The Parties hereto represent that they have each read this Agreement, and each has sought and received competent legal counsel, or had the opportunity to do so, prior to its execution. The Parties assume joint responsibility for the form and composition of each provision of this Agreement, and each acknowledge that this Agreement shall be interpreted as though they shared equally in its preparation.

The Parties have executed this Sales Agency Agreement on the day and year first set forth above.

PurO3

Sales Representative

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Tax ID: _____

Phone: _____

Email: _____

Email this completed form to salesreps@puro3.com or fax to 479-316-6884. Approvals may take 3-5 business days.