

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2010, between **The Motala Marketing Group Inc., DBA Oxy Blast Canada** a corporation organized under the laws of the Province of British Columbia, with its principal office at 41611 Nicomen Island Trunk Road, Deroche, British Columbia referred to as The Motala Marketing Group Inc., and \_\_\_\_\_  
 ( \_\_\_\_\_ ) (City & Province)  
 \_\_\_\_\_ of (address) \_\_\_\_\_ in the City  
 of \_\_\_\_\_, in the Province of \_\_\_\_\_. Canada P/C \_\_\_\_\_ Referred to  
 as the Dealer.

**(Individual Dealer's Name)** (City & Province)  
 \_\_\_\_\_ in the City of \_\_\_\_\_, in the Province of \_\_\_\_\_.  
 Canada. Referred to as the Dealer.

**(Individual Dealer's Name)** (City & Province)  
 \_\_\_\_\_ in the City of \_\_\_\_\_, in the Province of \_\_\_\_\_.  
 CANADA. Referred to as the Dealer.

**(Individual Dealer's Name)** (City & Province)  
 \_\_\_\_\_ in the City of \_\_\_\_\_, in the Province of \_\_\_\_\_.  
 CANADA. Referred to as the Dealer.

In consideration of the covenants and conditions contained in this Agreement, the parties mutually agree as follows:

**SECTION ONE**

**SALES AREA**

General sales territory includes the Provinces of:

\_\_\_\_\_, for the following commercial applications:  
 Dairy/Poultry/Hog/Horse farms; and Industrial and Human Consumption. However there are no exclusive sales territories; all sales territories and customers or prospects therein, remain the possession of The Motala Marketing Group Inc. \_\_\_\_\_ mandate is to actively pursue new customers within the territories mentioned herein and to actively service existing customers in a professional manner as directed by The Motala Marketing Group.

\_\_\_\_\_ Will not solicit or sell to pre-existing confirmed clients or prospects in the defined territory during the term of this agreement, without written permission from The

Group Inc.'s products exclusively to the exclusion of other hydrogen peroxide or competitive products.

\_\_\_\_\_ also agrees not to solicit, sell to, or attempt in any way to acquire customers of other Dealers of the The Motala Marketing Group Inc. or to interfere in any way with an existing customer's relationship with an existing Dealer or The Motala Marketing Group Inc. The Motala Marketing Group Inc. confirms that \_\_\_\_\_ will have an area of primary concern within the territories mentioned herein, and that The Motala Marketing Group Inc. will not solicit, sell to, or attempt to acquire customers of \_\_\_\_\_ or to interfere in any way with an existing customer's relationship without prior discussion and written agreement.

The Motala Marketing Group Inc. discourages all Dealers from selling in any other Dealer's area of primary concern, unless authorized by The Motala Marketing Group Inc.

\_\_\_\_\_ agrees not to solicit or sell The Motala Marketing Groups Products outside its assigned territory or to any entity that has a pre-existing relationship with The Motala Marketing Group Inc. without prior written permission from The Motala Marketing Group Inc.

## **SECTION TWO**

### **DEALER**

To effectively develop the sales & marketing of The Motala Marketing Groups products, both parties anticipate the appointment of Sub-Dealers. It is understood that Oxy-Gen,LLC. Is responsible for their (sub-dealers) actions and that the sub-dealers are not in any way agents of The Motala Marketing Group Inc. Should any Sub-Dealer of \_\_\_\_\_ not comply with local and federal laws, or any of The Motala Marketing Group Inc's recommendations as to requirements, classes and commissions set forth in the current recommended Dealer agreement, The Motala Marketing Group will notify \_\_\_\_\_, at which point all parties will decide mutually on further action or removal of such Sub-Dealer.

Should The Motala Marketing Group Inc. or \_\_\_\_\_ not agree on such action? The appointment of a mutually agreed upon arbitrator will be paid for by the contesting party. This arbitrator will be in the Province of British Columbia and in the Country of Canada.

## **SECTION THREE**

### **PRICES AND COMMISSIONS**

The Motala Marketing Group Inc. agrees to furnish \_\_\_\_\_ current prices of Oxy Blast and related products and to furnish \_\_\_\_\_ schedules of margins and terms of purchase, and further agrees to keep \_\_\_\_\_ advised of any

## **SECTION FOUR**

### **ORDERS**

In order to facilitate the orderly scheduling of production and shipments,

\_\_\_\_\_ agrees to submit all orders for Oxy Blast and related products, as far as possible in advance of required delivery. The Motala Marketing Group Inc. will then schedule production and delivery in accordance with the Dealer's commitment.

\_\_\_\_\_ agrees to accept and pay in advance for all The Motala Marketing Group Inc. products ordered. The Motala Marketing Group Inc. will not ship its products to any Dealer except on Dealers orders whether verbal or written purchase orders. All orders are subject to approval and acceptance by The Motala Marketing Group Inc. at its principal place of business. The Motala Marketing Group Inc. retains ownership and title to all products until the product is paid for in full and has the right to take possession of the product without notice from anyone. Dealer must purchase product prior to this contract taking effect. The Motala Marketing Group Inc. agrees to give careful consideration to all orders received from the Dealer and expressly reserves the right to follow or depart from such orders in details of quantity. The Motala Marketing Group Inc. shall in no way be liable for failure to ship or for delay in shipments, however caused or for shipping over routes other than those specified by Dealer. \_\_\_\_\_ understands that any orders will not be processed without prior payment in full. The Motala Marketing Group Inc. will not ship any unpaid for product under any circumstances.

## **SECTION FIVE**

### **RESTRICTED SALES BY THE MOTALA MARKETING GROUP INC.**

The Motala Marketing Group Inc. and \_\_\_\_\_ recognize there are certain types of buyers to whom The Motala Marketing Group Inc. should offer to sell its products directly.

The Motala Marketing Group Inc. complies with all levels of Canadian government rules and regulations and expects the Dealer to do the same. Therefore, The Motala Marketing Group Inc. reserves the right to sell any products for experimental testing or research & development, to its employees, to any government institution or its agents/suppliers, or to bulk buyers. However, should the sale to these buyers result in a situation to directly compete with

\_\_\_\_\_, The Motala Marketing Group Inc. will make all reasonable efforts to correct any disparity, which may include special pricing and sharing of prices with customers of

\_\_\_\_\_.  
 \_\_\_\_\_ agrees not to sell any of The Motala Marketing Group Inc. products to be exported to other countries, except where prior written arrangement with The Motala Marketing Group Inc. has been made. \_\_\_\_\_ is responsible for abiding by

**SECTION SIX****DEALER IS NOT A AGENT**

For the protection of both \_\_\_\_\_ and The Motala Marketing Group Inc., the relationship created by this Agreement between The Motala Marketing Group Inc. and \_\_\_\_\_ is not that of principal and agent, and under no circumstances shall \_\_\_\_\_ have any authority to act on behalf of The Motala Marketing Group or to be considered an agent of The Motala Marketing Group Inc. The Motala Marketing Group Inc and Oxy Blast Canada are Canadian corporations and The Motala Marketing Group Inc. is registered under Canadian and British Columbia Laws.

**SECTION SEVEN****USE OF TRADE NAMES**

\_\_\_\_\_ and The Motala Marketing Group Inc desire to protect the public from confusion, uncertainty, or misrepresentation. Therefore, the Dealer and their employees/Sub Dealers will not use the words Oxy Blast or Oxy Blast Plus or any part of The Motala Marketing Group Inc. name or on any labeling of product without prior written authority by The Motala Marketing Group Inc.

**SECTION EIGHT****COVENANT – BY DEALER**

\_\_\_\_\_ agrees that \_\_\_\_\_ will not during the continuance of this contract and for a period of three (3) years following termination of the Dealership, engage, directly or indirectly, in sales, marketing or promotion of any hydrogen peroxide or hydrogen peroxide-type products or in any other line of business related to hydrogen peroxide carried on or contemplated at the time of such termination by The Motala Marketing Group Inc. within the Province of operation and their surrounding contiguous Provinces. Dealer will not, for the above-mentioned period, in such locality, solicit customers for, or otherwise aid or assist, anyone engaged in such business or businesses, or communicate to any such person or corporation any customer lists or any other business data or secrets of the sales department or any other department of The Motala Marketing Group Inc.

It is also recognized that certain other conditions may arise under which either party may desire to terminate this Agreement by giving reasonable notice to the other party. Accordingly, it is agreed that this Agreement may be terminated at any time on not less than thirty (30) days written notice by The Motala Marketing Group Inc., or not less than five (5) days' written notice by

consent of \_\_\_\_\_ and The Motala Marketing Group Inc. Termination under the provisions of this section by The Motala Marketing Group Inc. shall not be effective unless the notice bears the written approval of Zak Motala of The Motala Marketing Group Inc. or his authorized representative. Termination under the provision of this section by The Motala Marketing Group Inc. must be for cause and shall not be effective unless the notification bears the written approval of The Motala Marketing Group Inc. or an agreed upon arbitrator in the Province of British Columbia, Canada. The cost of the arbitrator is the responsibility of the contesting party.

## **SECTION NINE**

### **LEGAL INTERPRETATION**

It is agreed that this Agreement shall be construed and interpreted in accordance with the laws of the Province of British Columbia, Canada. If, however, any provision in this Agreement in any way contravenes the laws of the Province or Provinces or jurisdiction where this Agreement is to be performed, such provision shall be deemed not to be a part of this Agreement.

## **SECTION TEN**

### **FORCE MAJEURE**

Neither The Motala Marketing Group Inc. nor \_\_\_\_\_ will be liable for failure to perform its part of this Agreement when the failure is due to fire, flood, strikes or other industrial disturbances, inevitable accidents, war, riot, or other unexpected and/or non-preventable occurrences.

## **SECTION ELEVEN**

### **PERFORMANCE CLAUSE**

The Motala Marketing Group and Oxy Blast Canada are responsible for training on an ongoing basis. This training is to take place at \_\_\_\_\_ Offices or pre -arranged location and without expense to the \_\_\_\_\_. The Motala Marketing Group Inc and Oxy Blast are also responsible for consistent phone support, service/marketing/ operational meetings with \_\_\_\_\_, updates on new equipment, general business advice.

\_\_\_\_\_ is responsible for building it's given territory, attending trade shows, advertising, installations, gathering and servicing of new and existing customers.

To provide for the security of \_\_\_\_\_. The Motala Marketing Group Inc agrees to always have product available, unless any circumstance beyond its control take effect (see Force Majeure above). At such time The Motala Marketing Group Inc. will, in good faith, do its

**SECTION TWELVE**

**SIGNATURE**

This Agreement, to be valid, must bear the signature of a duly authorized officer or executor of the Dealer, if a corporation, or the signature of one of the parties of the Dealer, if a partnership, or the signature of the Dealer, if an individual.

IN WITNESS WHEREOF, the parties have executed this Agreement at \_\_\_\_\_ and British Columbia and on the date first mentioned above.

Witness: For **The Motala Marketing Group Inc.** (Distributor's City & Province)

Name: \_\_\_\_\_ **Mission, British Columbia, Canada**

Signature: \_\_\_\_\_ **THE MOTALA MARKETING GROUP INC.:**  
**The Motala Marketing Group In**

By \_\_\_\_\_  
Zak Motala President

Witness: For \_\_\_\_\_ and Company Owners Below.

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

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

Company Address \_\_\_\_\_

Officers Signature: \_\_\_\_\_ Ph # \_\_\_\_\_

By \_\_\_\_\_  
Name and Position

By \_\_\_\_\_  
Name and Position

By \_\_\_\_\_

