

IX-EL, INC. AMERICAN DISTRIBUTOR AGREEMENT

Last Updated: January 27, 2015

This Agreement is made the ____ day of _____, 20____, by and between IX-EL, Inc., a Colorado corporation, with an office at 3182 Tipple Parkway, Erie, CO 80516, (hereinafter called "IX-EL") and _____ with an office at _____ (hereinafter called "Distributor").

APPOINTMENT:

- A. Subject to the terms and conditions described herein, IX-EL appoints Distributor on a non-exclusive basis to sell IX-EL manufactured Slim Spurling Light-Life® Tools (hereinafter called "Products").
- B. Distributor agrees that neither he/she, nor anyone in their company, will sell, market, or otherwise represent any reproductions of the Products.
- C. Distributor is required to:
 - 1. Obtain and read the book, "In the Mind of a Master" by Susan Anderson with Slim Spurling and study the "Slim Spurling's Universe: Introduction and Application of the Light-Life® Tools" DVD. Both of these items are part of each Starter Kit.
 - 2. Complete **one** of the following:
 - a. Attend the next available "Introduction and Applications of the Light-Life® Tools" workshop with Katharina Spurling-Kaffl. Distributor does not pay registration fee for the first workshop he/she attends. However, registration is required. Distributor pays for his own expenses.
 - OR**
 - b. Take the *Light-Life® Tools Distributor Skills Assessment* via Skype within 90 days of signing this Agreement.
- D. Distributor shall purchase one of the three Starter Kits listed below. All three Starter Kits come with mandatory and recommended tools. Starter Kit order has to be placed within 10 days of signing this Agreement.

<p>REQUIRED DISTRIBUTOR INITIALS:</p> <p>_____</p>

- a. **Starter Kit 1** (see Appendix A): With Products totaling \$2,500 (retail) for Starter Kit 1, Distributor receives 20% discount on the initial Starter Kit order and all following orders.

Once wholesales volume is up to \$5,000 within one calendar year, discount will be upgraded to 30%. Upgrade is not retroactive. Distributor orders per calendar year need to total \$5,000 (retail) in order to maintain distributorship.

- b. **Starter Kit 2** (see Appendix B): With Products totaling \$5,000 (retail) for Starter Kit 2, Distributor receives 30% discount on the initial Starter Kit order and all following orders. Distributor orders per calendar year need to total \$10,000 (retail) in order to maintain distributorship.
- c. **Starter Kit 3** (see Appendix C): With Products totaling \$10,000 (retail) for Starter Kit 3, Distributor receives 35% discount on the initial Starter Kit order and all following orders. Distributor orders per calendar year need to total \$20,000 (retail) in order to maintain distributorship.

- E. Distributor is responsible for paying their personal and/or business income taxes. IX-EL does not withhold taxes for the Distributor, nor does IX-EL provide any tax documentation at the end of the year.
- F. Distributor agrees to hold IX-EL harmless from any claims or liability arising from or by the use of Products.

TERRITORY:

- A. Distributor agrees NOT to sell any Products to European countries (see APPENDIX D for a list of these countries).
- B. Any unauthorized Distributor sales to any European country will be considered a violation of this Agreement and will result in a reduction of discounts and/or loss of Distributorship.
- C. IX-EL does not offer territory rights within North America.

SALES:

- A. Sales volume is computed on the dollar amount of Products sold by Distributor on a calendar year basis. Required sales amounts are listed under APPOINTMENT, Section D.
- B. Initial Distributor discount is 20%, 30%, or 35% based on which Starter Kit was initially purchased (see APPOINTMENT, Section D). Discount levels are not retroactive. The discount amount will be decreased in the following calendar year if sales volume is not met in the current calendar year.

Any Distributor may progress to a higher discount level:

To earn a 40% discount, calendar year sales volume must exceed \$55,000.

To earn a 45% discount, calendar year sales volume must exceed \$75,000.

To earn a 50% discount, calendar year sales volume must exceed \$95,000.

We will offer special incentives for Distributors with sales that exceed \$95,000.

**REQUIRED
DISTRIBUTOR
INITIALS:**

- C. All sales orders must be accompanied with payment by check, money order, or the following credit cards: VISA, MASTER CARD, DISCOVER, AMERICAN EXPRESS.

- D. All sales are final; however, IX-EL offers the Distributor an exchange of Products purchased within six months of initial purchase. Restocking fees may apply, depending on item(s) returned. Item(s) has to be in resalable condition and in its original, non-damaged package.
- E. Products damaged in shipping must be returned for replacement within one week of receipt of delivery. Please be aware that the 3 ½ Cubit Light-Life® Rings will most likely bend during shipping. It is easy to straighten them out and returns will not be accepted because they are bent.
- F. All sales are subject to federal, state, and local taxes as required by law.
- G. Orders will be shipped within ten days of payment clearance. The Distributor pays for shipping which will be US Priority Mail, or if requested, 2nd Day. IX-EL typically does not drop ship, except in the case of emergencies and the Distributor's discount will be reduce 5-10% depending on the item(s) shipped.
- H. Distributor shall keep a sufficient stock of Products for customer demand.
- I. All Products shall bear the usual and customary IX-EL labeling and cannot be removed by Distributor.

MARKETING ACTIVITIES:

- A. Distributor agrees to sell Light-Life® Harmonizers with the other Products included in the original shipment from IX-EL. The Personal Harmonizer includes a ½ Sacred Cubit Light-Life® Ring, and all other Harmonizers include a Sacred Cubit Light-Life® Ring **and** one or two CDs, depending on the particular Harmonizer.
- B. Only Distributors in good standing will be listed on IX-EL's website: www.LightLifeTechnology.com.
- C. IX-EL reserves the right to amend, add, or discontinue Products at any time.
- D. IX-EL reserves the right to sell directly to customers.

DISPUTES:

- A. Any breach of this Agreement by either IX-EL or Distributor which cannot otherwise be resolved after good faith negotiations by the parties shall be resolved as follows:

- a. The claim shall be submitted in writing to the other party.

<p style="text-align: center;">REQUIRED DISTRIBUTOR INITIALS:</p> <p style="text-align: center;">_____</p>

- b. Distributor and IX-EL agree to make every effort to resolve the dispute within 30 calendar days of the submission of claim.

- c. In the event the dispute is not resolved through the process identified above, either party reserves the right to pursue whatever legal actions they deem appropriate according to the laws of Colorado.
- B. In the event IX-EL or Distributor pursues legal action, the prevailing party shall be entitled to have all costs of such action, including but not limited to reasonable attorney's fees and court costs, directly paid or reimbursed by the losing party to such action.
- C. Jurisdiction shall be the residing County of the office of IX-EL in the State of Colorado.

TERMS:

- A. The Distributor will take full responsibility for claims he/she makes regarding use and results of the Products.
- B. Distributor shall not act as an employee for IX-EL, but shall at all times act as an independent contractor.
- C. Either party may, with cause, terminate this Agreement by written notice. Causes for IX-EL to terminate Agreement would be, but not limited to selling counterfeit products and/or selling to European countries.
- D. In the event of Agreement termination, Distributor agrees to remove all promotions relating to IX-EL and Products from their website(s) and discontinue any representation of IX-EL Products, after 60 calendar days of written notice.
- E. This Agreement can be changed or modified at any time without prior notice.
- F. This Agreement constitutes the entire and sole Distributor Agreement and understanding between parties, and supersedes all prior written and/or oral agreements. Any modifications to this Agreement must be mutually agreed upon in advance and in writing.

Distributor is required to check the appropriate Starter Kit:

☐ **Starter Kit 1** ☐ **Starter Kit 2** ☐ **Starter Kit 3**

Katharina Spurling-Kaffl
President, IX-EL, Inc.

Printed Distributor Name

Date (mm/dd/yyyy)

Distributor Signature

Date (mm/dd/yyyy)

Please initial pages 1-3 and return entire signed agreement to:
IX-EL, Inc., 3182 Tipple Parkway, Erie, CO 80516
Fax 303.833.9013
Email: info@ix-el.com