



## Retail Distributor

### Wholesale Agreement Form

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 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 line**, 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 agrees that they will **NOT** wholesale **any Poly MVA products** to other 3<sup>rd</sup> Parties. AGENT agrees and understands that all Poly MVA products purchased from SUPPLIER are for RETAIL sale only. Each AGENT must purchase products directly from SUPPLIER to be recognized as an Authorized Distributor.
3. AGENTS, interested in retailing Poly MVA products via the Internet, **MUST** follow the MINIMUM ADVERTISED PRICE(MAP) Guidelines set forth by SUPPLIER and must avoid 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 of which is attached 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 to have acted in an inappropriate manner. 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. 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.

#### 5. DISCONTINUANCE OF TRADEMARK USE AFTER TERMINATION

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.

#### 6. ADVERTISING

AGENT shall not advertise the Products at any prices or a special deal, including e-bay or other on-line auctions, free shipping, 2 for 1, meet or beat, or coupon, or similar discounts other than and except those listed on SUPPLIER 's most current MINIMUM ADVERTISED PRICE(MAP)price schedule. Poly MVA products are not to be grouped with any other offer - i.e. other products. This prohibition includes any sale or transfer of Products in any manner whatsoever, including but not limited to catalog and Internet sales.

#### 7. RETURN OF PRODUCT

- (a) AGENT may only return Products after receiving SUPPLIER's express written permission, which in SUPPLIER's sole discretion may be given or withheld.

#### 8. INDEMNIFICATION

AGENT agrees 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 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.

#### 9. 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.

- (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.

#### 10. INSURANCE

Wholesale AGENT'S shall procure, and at all times during the Term and, with respect to clause (b) below, for a period of three (3) months(s) following the last day of the Term, maintain, at its sole cost and expense (a) workers' compensation insurance in the minimum amount required by applicable law; (b) commercial general liability insurance coverage, including products and contractual liabilities, in a minimum amount of One Million Dollars (\$1,000,000) per occurrence, and as a combined single limit for bodily injury (including death), inclusive of any excess and umbrella coverage, and (c) employer's liability insurance for personal injury and property damage with a minimum liability coverage of Two Million Dollars (\$1,000,000). AMARC shall be named as additional insured on such insurance policies.

AGENT

(Print Name) \_\_\_\_\_ Date \_\_\_\_\_

Distributor Company Name and Company Affiliations  
\_\_\_\_\_

Address \_\_\_\_\_

Mailing or other address \_\_\_\_\_

Phone Numbers \_\_\_\_\_ Fax# \_\_\_\_\_

Web address \_\_\_\_\_

Email \_\_\_\_\_

Signature \_\_\_\_\_ Initials \_\_\_\_\_

**PLEASE ATTACH PROOF OF COMPANY AFFILIATION AND AUTHORITY TO EXECUTE THIS AGREEMENT AS WELL AS A COPY OF THE BUSINESS LICENSE.**

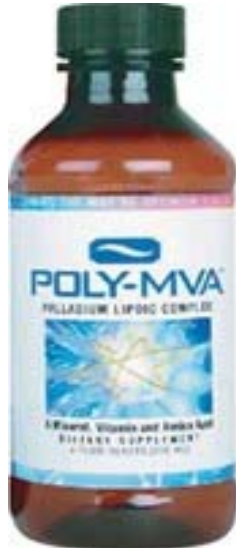
Authorization \_\_\_\_\_

Date \_\_\_\_\_

Initials \_\_\_\_\_

Exhibit A  
Minimum Advertised Pricing(MAP) for Agents

**Poly-MVA 8oz - 236 cc/ml**  
Item Id: PMVA8



**MAP Pricing Per Unit**  
\$150.00

**Poly-MVA 4 oz. - 118 cc/ml**  
Item Id: PMVA4



**MAP Pricing Per Unit**  
\$75.00

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**Poly-MVA for Pets 8oz - 236 cc/ml**  
Item Id: PMVAPETS8



**MAP Pricing Per Unit**  
\$150.00

**Poly-MVA for Pets 4 oz - 118 cc/ml**  
Item Id: PMVAPETS4



**MAP Pricing Per Unit**  
\$75.00