



RelSup, LLC Independent Sales Agent Agreement

Agent Business Entity (if any) _____

Mailing Address _____

Agent Principal:

Last Name _____ First Name _____

Mailing Address _____

Email Address _____ Cell Phone#: (____) _____ - _____

This agreement (Agreement) is between the Independent Sales Agent (ISA) identified above and RELSUP, LLC, 1551 161st Street E, Shakopee, MN 55379, (RELSUP). When signed by authorized representatives of both ISA and RELSUP. It becomes effective on the date it is signed by the last party, as indicated by the date written below that party's signature

In consideration of the promises to each other we have made in this Agreement, and intending to be legally bound, we agree as follows:

1. ISA and RELSUP represent to one another that:
 - a. This agreement will not violate or conflict with any other contract, agreement or commitment either has with anyone else;
 - b. Their respective representatives signing on behalf of each are of legal age and are authorized to enter into this Agreement;
 - c. No legal action of any kind is pending or threatened, against either that could adversely their ability to perform the obligations of this Agreement.
2. ISA and RELSUP agree:
 - a. ISA and RELSUP are independent contractors. Nothing in this Agreement will be construed as creating any other relationship, whether of employer and employee, franchisor and franchisee, partners, joint venturers, or otherwise. Each is responsible for determining their own business activities, payment of all their own federal, state and municipal income and employment taxes, providing their own insurance and benefits, and acquiring their own registrations.

- b. There is no requirement for ISA to purchase or stock any RELSUP products for resale, or to pay any fee to RELSUP or to purchase any sales or training or promotional materials in order to be an ISA for RELSUP. RELSUP may offer sales training or promotional materials for purchase by ISA, but ISA has no obligation to purchase them from RELSUP, and ISA's decision whether or not to purchase training or materials from RELSUP shall not affect ISA's relationship with RELSUP in any way whatsoever. RELSUP may also offer promotional materials to ISA without cost from time to time, but is under no obligation to do so.
 - c. RELSUP has not made any representation to ISA of guaranteed income or profit or success.
 - d. ISA's sole compensation will be earned commissions. ISA is not entitled to any other payments (such as allowance for expenses or draw against commissions), from RELSUP. In the event that a payment other than a commission is made to ISA by RELSUP (such as a bonus), it shall be entirely voluntary by RELSUP and shall not affect or modify any provision of this Agreement.
 - e. As a condition of receiving commissions on retail sales, ISA must still be available for servicing the customer as an authorized agent of RELSUP. In the event of death, expiry or termination of an ISA's Independent Sales Agent Agreement, RELSUP has no obligation to pay and ISA has no entitlement to receive commissions on retail sales payments received by RELSUP after the date of such event.
 - f. As a condition of receiving commissions on Dealer reorder payments, ISA must still be available for servicing the Dealers as authorized agent of RELSUP. In the event of death, expiry or termination of an ISA's Independent Sales Agent Agreement, reorder commissions will no longer be paid. Thus, RELSUP has no obligation to pay and ISA has no entitlement to receive commissions on any payments received by RELSUP post-termination.
3. RELSUP agrees:
- a. To Appoint ISA as an authorized sales agent for RELSUP;
 - b. To pay ISA commissions in accordance with this Agreement and Exhibit A attached;
 - c. To assign ISA a unique ISA Account Code (IAC) which allows payments from ISA's sales, and those of recruited Dealers, to be tracked and ISA to be compensated.
 - d. To assign ISA's recruited Dealers an Authorized Dealer Code (ADC) which allows receipts from recruited Dealers to be credited to ISA for payment of commissions.
 - e. To keep accurate records and to abide by all federal, state and municipal laws and regulations.
4. ISA agrees:
- a. To accept appointment as an authorized sales agent for RELSUP under the terms and conditions of this Agreement;
 - b. Use their best efforts to market, promote and sell RELSUP's products in a professional manner, in strict compliance with the RELSUP's Policies and Procedures, and making only health claims for a product that conform to the product's labeling.
 - c. To make sales to individuals only using coupons containing ISA's IAC or a coupon code associating those sales to ISA;

- d. To report sales to recruited Dealers only with ISA's IAC so that the Dealer's ADC can be associated with the ISA's IAC and enable ISA to be credited with the sale.
 - e. To carry, for any automobile used in activities under this Agreement, auto liability insurance, with at least a combined single limit of \$50,000 per person and per occurrence.
 - f. To keep accurate records and to abide by all federal, state and municipal laws and regulations.
 - g. That ISA will only be paid commissions for coupon sales, Dealer initial sales and Dealer reorders that are associated with ISA's Account Number;
 - h. That ISA's entitlement to a commission is not earned when an order is placed, but when RELSUP receives payment for the order.
5. The established Dealer Price and Retail Price of the RELSUP products is the standard selling price RELSUP charges to customers. Unless authorized by RELSUP, ISA shall not discount or increase these prices. However, ISA will be supplied coupons for sales to individuals a rate discounted to List price.
6. The Term of this Agreement is one year from its effective date, unless terminated in advance of that date. Upon the expiration of the Term, if eligible for renewal, this Agreement shall continue for a further period of one (1) year and so on from year to year, so long as ISA is eligible for Agreement renewal unless or until terminated by either party in accordance with this Agreement.
7. In order to be eligible for Agreement renewal, , a minimum of \$1000 in annual sales of RELSUP Products through the website must be credited to the ISA's . If this minimum annual sales level is not achieved, the Sales Agent Agreement will be terminated at the renewal date and all commissions will be stopped on sales after the renewal/termination date.
8. Either ISA or RELSUP may terminate this Agreement upon written notice to the other party. The Parties agree that upon termination by either of them, RELSUP shall be obligated to pay and ISA shall be entitled receive commissions on payments received up to and including the date the written notice of termination is sent.
9. Neither Party to this Agreement shall be liable to the other Party for lost profits or indirect, incidental, punitive, exemplary, consequential, or special damages whether arising under contract, tort (including negligence), strict liability, or otherwise.
10. In the event that ISA, in furtherance of ISA's services pursuant to this Agreement, generates, authors, or contributes to any new text, graphic matter, or other copyrightable work, such works are to be deemed works made for hire, and ISA hereby assigns ownership of such works to RELSUP.
11. RELSUP hereby grants a nonexclusive license, during the term of the Agreement to ISA to use the RELSUP name, logo, trademarks, service marks and copyrighted materials in furtherance of ISA's services pursuant to this Agreement. This license automatically terminates upon termination of this Agreement.
12. During the Term of this Agreement ISA will acquire, be exposed to, have access to, or develop information concerning the RELSUP's business plans and strategies, accounts, products, services

and prospective products and services, programs and prospective programs, marketing, research, sales and marketing techniques, methods, identity and requirements of customers and prospective customers that that gives RELSUP an advantage over competitors who do not know this information. ISA hereby promises to retain such information as confidential and will not, during or after the term of the Agreement, and for five (5) years thereafter, use, disclose or permit the disclosure of any such information.

- 13. For a period of two (2) years following the termination of this Agreement, ISA shall not, directly or indirectly, personally or through any entity in which ISA may be associated in any way, contact, solicit, negotiate with, sell or endeavor to sell nutritional supplements or other products sold by RELSUP to any person or entity who purchased products from RELSUP at any time during the Term of this Agreement, or who, at any time during the term of this Agreement, were solicited by ISA, or were communicated to ISA as a prospective customers or leads.
- 14. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 15. Notwithstanding the foregoing, either party may bring an action in court seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights.
- 16. This Agreement will be governed by and construed in accordance with the laws of the state of Delaware, without reference to its principles of conflict of laws.
- 17. This Agreement may be executed in facsimile-signature counterparts, including faxed, scanned and emailed signature pages, or PDF signatures, each of which is agreed to have the legally binding effect of an original "wet" signature. The parties agree to forward a complete copy of the agreement with their original "wet" signature to the other party by mail, if requested.

ISA ACKNOWLEDGES THAT ISA HAS READ AND UNDERSTANDS THIS AGREEMENT, THAT ISA HAS BEEN AFFORDED THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COUNSEL OF ISA'S CHOICE, THAT ISA IS AWARE THAT THIS AGREEMENT CONTAINS PROVISIONS RESTRICTING COMPETITION WITH RELSUP AND THE SOLICITATION OF CUSTOMERS AFTER TERMINATION OF THIS AGREEMENT.

Intending to be legally bound, we have signed this Agreement:

RELSUP, LLC

INDEPENDENT SALES AGENT

By _____
Steve Berens, President

By _____
Independent Sales Agent

Date: _____

Date: _____