



Le Natural Mall.

Agreement Manufacturers' Representative Sales Representation

THIS AGREEMENT made this ____ day _____, 20__, by and between [Le Natural Mall. Live better. Shop local Inc.](#), a corporation incorporated under the laws of the British Columbia of Canada, having its principal office at 2563 Langdon street Abbotsford, BC V2T3L3, an independent sales("Representative"), and _____,Manufacturer representative having his principal office at _____ ("Manufacturer"), as follows:

1. Appointment and Acceptance - Manufacturer appoints Representative as its non-exclusive representative to promote the sale of and sell its products (indicated in provision #3 hereof); in the territory (indicated in provision #2 hereof); and Representative hereby accepts the appointment and agrees to sell and promote the sale of the Manufacturer's products.

2. Territory - Representative's Territory shall consist of the following: **[Describe Territory by Counties]**

3. Products - The "Products" of the Manufacturer to be promoted for sale and sold by the Representative are: Building and District Subscriptions for [_____ Content] and Le Natural Mall Content, other OEM Software Products for use in the Environment of its intended Services.

4. Amount of Compensation - Representative's compensation for services performed hereunder shall be (see Appendix A) 50% of the gross profit of Products sold to intended users within the Representative's territory.

5. Computations and Payment of Commission

1. Commissions are due and payable 30 days following receipt of payment from customer to Manufacturer. Commission checks will be written and mailed by the last day of the month following the above.

2. Manufacturer will send Representative copies of all invoices at the time Manufacturer invoices customer. Manufacturer will send a monthly tabulation of all invoices with purchase order numbers, quantity, price and commission due.

3. "Gross Profit" shall mean the total profit after cost of goods expenses listed on Appendix A.

4. Commission payments will be reduced by the amount equal to commissions paid for orders returned, cancelled or otherwise not executed.

6. Acceptance of Orders - All orders are subject to acceptance or rejection by an authorized officer of Manufacturer at its home office and to the approval of Manufacturer's credit department Manufacturer shall be responsible for all credit risks and collections. Orders must be made by authorized P.O. issued by the school or government agency to the manufacturer.

7. Terms of Sale - All sales shall be at prices and upon terms established by Manufacturer, and it shall have the right, in its sole discretion, from time to time, to establish, change, alter or amend prices and other terms and conditions of sale. Representative shall not accept orders in the Manufacturer's name or make price quotations or delivery promises without the Manufacturer's prior approval.

8. License

1. License Grant. Subject to the terms and conditions of this Agreement and conditioned upon the Representative being in good standing with manufacturer, the Manufacturer hereby grants to Representative, and Representative hereby accepts a limited, non-assignable, non-exclusive right and license in the Territory during the term that this agreement is in place. Manufacturer sub licenses as authorized from OEM to Representatives to sell OEM products. As part of the license Reseller may:

1. Market and sell directly to End Users solely for use by end users in their environment
2. Use, demonstrate and display the software for marketing and demonstration purposes.
3. Schedule customer demonstrations.

9. Representatives Covenants and Representations

1. Reseller shall not, manufacture, adapt, rent, lease, sell, license. lend, trade in, transfer, create derivative works from, translate, or otherwise attempt alter or modify the software or documentation nor shall Representative cause or permit any other party to do so.

2. Representative shall maintain a sales office in the territory and devote such time as may be reasonably necessary to sell and promote Manufacturer's products within the territory.

3. Representative will:

1. conduct all of its business in its own name and in such manner it may see fit,
2. pay all expenses whatever of its office and activities, and,
3. be responsible for the acts and expenses of its employees.

4. Nothing in this Agreement shall be construed to constitute Representative as the partner, employee or agent of the Manufacturer nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor responsible only for its own actions.

5. Representative shall not, without Manufacturer's prior written approval, alter, enlarge, or limit orders; make representations or guarantees concerning Manufacturer's products; or accept the return of, or make any allowance for such products.

6. Representative shall abide by Manufacturer's policies and communicate same to Manufacturer's customers.

7. Manufacturer Covenants and Representations:

1. Manufacturer shall be solely responsible for the design, development, supply, production and performance of its products and the protection of its patents, copyrights, trademarks and trade names. Manufacturer agrees to indemnify and hold Representative harmless from and against and to pay all losses, costs, damages or expenses whatsoever, including reasonable attorney's fees, which Representative may sustain or incur on account of infringement or alleged infringement of patents, trademarks, or trade names, or breach of warranty in any way resulting from the sale of Manufacturer's products.

2. Manufacturer shall furnish Representative, at no expense to Representative, samples, catalogs, literature and any other material necessary for the proper promotion and sale of its products in the territory. Any literature which is not used or samples or other equipment belonging to Manufacturer shall be returned to the Manufacturer at its request.

3. Manufacturer will keep Representative fully informed about sales and promotional policies and programs affecting the Representative's territory.

10. Trademark License and Usage

1. During the term of this agreement, Representative may use[] or other OEM Marks provided by Manufacturer for sale of the product under the terms of this agreement. Reseller agrees to follow whatever Mark's guidelines are in effect. Upon termination of this agreement for whatever reason, Reseller agrees to cease all use of [] and other OEM names and return all collateral material branded with Manufacturer's or OEM marks.

11. Ownership

1. Representative acknowledges and agrees that as between Representative and Manufacturer or their OEM, Manufacturer and OEM own all right, title and interest in and to the software, Documentation, Marks and Proprietary Information and patent, copyright, trade secret, trademark and other intellectual property rights herein. Except for the rights expressly granted by Manufacturer to Representative under this agreement,

1. Manufacturer reserves all right, title and interest in and to the software, documentation, marks and proprietary information and
1. no right, title ownership, interest or license in or to Software, Documentation, Marks and Proprietary Information, whether by implication, estoppel or otherwise, is granted, assigned or transferred to Representative under or in connection with this Agreement. Representative shall not take any action to jeopardize, limit or interfere in any manner with Manufacturer's ownership of and rights with respect

to the Software, Documentation, Marks and Proprietary Information.

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2. During the term of the Agreement, if Representative becomes aware of

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actual or suspected material unauthorized use, copying, or disclosure of the Software, Documentation, Proprietary Information Marks, will promptly notify Manufacturer and will use commercially reasonable efforts to assist Manufacturer, at Manufacturer's request and expense, in the investigation and prosecution of such unauthorized use, copying, or disclosure.

12. Term of Agreement and Termination - This Agreement shall be effective on the ___ day of _____, 20___, and shall continue in force for a one year period, and shall be automatically renewed for additional one (1) year periods thereafter unless terminated by written notice from either party to the other not less than thirty (30) days prior to the end of the initial or any subsequent one-year term.

This Agreement may also be terminated:

1. By Manufacturer immediately upon written notice to Representative by registered or certified mail if there is a change of fifty (50%) percent or more of the present ownership or control of the Representative's business without Manufacturer's written consent.

2. By Manufacturer if Representative, without Manufacturer's written consent, offers, promotes or sells any product which is competitive with any product Representative is to offer, promote or sell for Manufacturer in accordance with the terms of this Agreement, and written notice of this breach of the Agreement is mailed to or served upon Representative, the breach is not cured within ten (10) days after receipt of such notice by Representative, and written notice of termination is mailed to or served upon Representative.

3. By Representative:

1. For any reason with 30 days notice.

4. By either party:

1. in the event of the other party's unreasonable and repeated failure to perform the terms and conditions of this Agreement, written notice of the failure is mailed to or served upon that party, the failure is not cured within thirty (30) days after receipt of such notice, and written notice of termination is mailed to or served on that party, or

2. upon immediate written notice to the other party in the event that party has

filed or has filed against it a petition in bankruptcy (which is not dismissed within thirty (30) days after it is filed) or that party makes an assignment for the benefit of creditors; or

3. By mutual written agreement.

13. Rights Upon Termination

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1. Upon termination of this Agreement for any reason, Representative shall be entitled to:
2. Commissions on all orders billed to customers within the Representative's territory which are dated or communicated to Manufacturer prior to the effective date of termination
3. Representative will have no claim to commissions or any other payment for renewal of subscriptions after this contract is terminated.

14. General - This Agreement contains the entire understanding of the parties, shall supersede any other oral or written agreements, and shall be binding upon and inure to the benefit of the parties successors and assigns. It may not be modified in any way without the written consent of both parties. Representative shall not have the right to assign this Agreement in whole or in part without Manufacturer's written consent.

15. Construction of Agreement- This Agreement shall be construed according to the laws of the Province of BC Canada.

16. Complete Agreement - This Agreement is the complete agreement between the parties with regard to the subject made hereof. There are no representations or agreements between the parties except those set forth herein.

17. Severability - In the event any one or more of the provisions herein shall be determined to be invalid or unenforceable, the remaining provisions shall not be affected or impaired by such invalidity or unenforceability.

18. Disputes and Arbitration - The parties agree that any disputes or questions arising hereunder, including the construction or application of this Agreement, shall be settled by arbitration in accordance with the rules of the Canadian Arbitration Association then in force, and that the arbitration hearings shall be held in the city in which the principal office of the Representative's office reside(2563 Langdon Street Abbotsford, BC. Canada V2T3L3). Arbitration will be conducted (within the Province of BC) is located. If the parties cannot agree upon an arbitrator within ten (10) days after demand by either of them, either or both parties may request the [Arbitration Association to name a panel of five (5) arbitrators]. The Manufacturer shall strike the names of two (2) on this list, the Representative shall then strike two (2) names, and the remaining name shall be the arbitrator. The decision of the arbitrator shall be final and binding upon the parties both as to law and to fact, and shall not be appealable to any court in any jurisdiction. The expenses of the arbitrator shall be shared equally by the parties, unless the arbitrator determines that the expenses shall be otherwise assessed.

19. Notices - All notices, demands or other communications by either party to the other shall be in writing and shall be effective upon personal delivery or if sent by mail seventy-two (72) hours after deposited in the Canadian mail, first class postage, prepaid, Registered or Certified, and all such notices given by mail shall be sent and addressed as follows until such time as another address is given by notice pursuant to this provision.

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To Manufacturer:

To Representative:

Le Natural Mall. Live Better. Shop Local.Inc

2563 Langdon Street Abbotsford,

Canada, V2T 3L3

www.lenaturalmall.com

Sharon@lenaturalmall.com

604 835 7242

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written in multiple counterparts, each of which shall be considered an original.

MANUFACTURER

REPRESENTATIVE

By:
(printed name)
Title: President

By: Karen Sharon Chartrand
(printed name)
Title: President

Signature:

Signature:

Date:

Date

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Appendix A
Cost of Goods

- 1. Subscription CGS is set at 10% of selling price**
- 2. Subscription CGS for OEM Software is actual cost to Manufacturer**
- 3. Printing Services CGS is actual cost to Manufacturer**

