

EXTREME LIVER SUPPORT

Retail Internet Distributor

Wholesale Distribution Agreement Form

This is an Agreement entered into on this date _____, by and between Supreme Distribution, USA, located at 1330 Seacoast Drive, Imperial Beach, CA 91932 (SUPPLIER) and _____, an independent contractor, having its principal place of business at _____ (DISTRIBUTOR).

SUPPLIER has received exclusive authorization to resell the trademarked & copyrighted Extreme Liver Support product via the internet. The parties 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 longevity of the brand.

Please review each of the following conditions. If you agree to the terms set forth by SUPPLIER for the resale of ***Extreme Liver Support***, please sign and return this document along with a copy of your state business license to the following FAX number: 619-271-7396. Anyone found to be in violation of the terms in this document will forfeit the right to order Products for resale.

TERMS

1. The Initial Term of this agreement shall be (6) months. At the end of this term, DISTRIBUTOR will be deemed an Authorized Distributor for an indefinite period unless otherwise notified. DISTRIBUTOR agrees **NOT** to wholesale ***Extreme Liver Support*** to other 3rd Parties. Each DISTRIBUTOR must purchase products directly from SUPPLIER/***Supreme Distribution, USA*** to be listed as an Authorized Distributor.

2. DISTRIBUTOR **must** follow the Internet ADVERTISED PRICE 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, DISTRIBUTOR shall become a non-exclusive retail distributor for the sale of Extreme Liver Support. DISTRIBUTOR shall adhere to the MINIMUM ADVERTISED PRICING schedule which is attached as **Exhibit A**.

3. At its own discretion, SUPPLIER shall retain the right to terminate its relationship with any DISTRIBUTOR deemed to have acted in an inappropriate manner. Nothing in this Agreement shall grant or convey to DISTRIBUTOR exclusive selling rights or privileges nor shall DISTRIBUTOR solicit sales or make deliveries by methods which may in any way be prejudicial or unfair to any other authorized dealer or representative nor shall DISTRIBUTOR 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 DISTRIBUTOR who fails to observe its suggested prices, policies and procedures.

4. DISCONTINUANCE OF TRADEMARK USE AFTER TERMINATION

Upon termination of this Agreement DISTRIBUTOR agrees to discontinue its representation and sale of the Products and agrees to return all ad materials, trade names, trademarks and other proprietary material to SUPPLIER within ten (10) days of the termination date.

5. ADVERTISING

DISTRIBUTOR 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 current price schedule (which are not to be grouped with any other offer). This prohibition includes any sale or transfer of Products in any manner whatsoever, including but not limited to catalog and Internet sales.

6. RETURN OF PRODUCT

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

7. INDEMNIFICATION

DISTRIBUTOR will indemnify, defend and otherwise hold harmless, SUPPLIER, its affiliates and customers from all cost, loss, damage or liability arising from any proceeding (legal or equitable) or claim brought or asserted against SUPPLIER, its affiliates or customers, to the extent such proceeding or claim is based on an allegation that the DISTRIBUTOR made certain representations about the Product and such representations were not included in the sales materials provided by SUPPLIER.

8. GENERAL

- (a) ENTIRE AGREEMENT. This Agreement, including EXHIBIT A, attached hereto, supersedes all prior communications or understandings between DISTRIBUTOR and SUPPLIER and constitutes the entire agreement between the parties with respect to the matters covered herein.
- (b) GOVERNING LAW. This Agreement is made in, governed by, and shall be construed solely in accordance with, the internal laws of the State of California with venue and jurisdiction in San Diego County, CA.

ACCEPTED ON:

DATE _____

AGENT:

BY: _____

TITLE: _____

BUSINESS NAME: _____

PHONE #: _____

E-MAIL ADDRESS: _____

WEBSITE ADDRESS/ES: _____

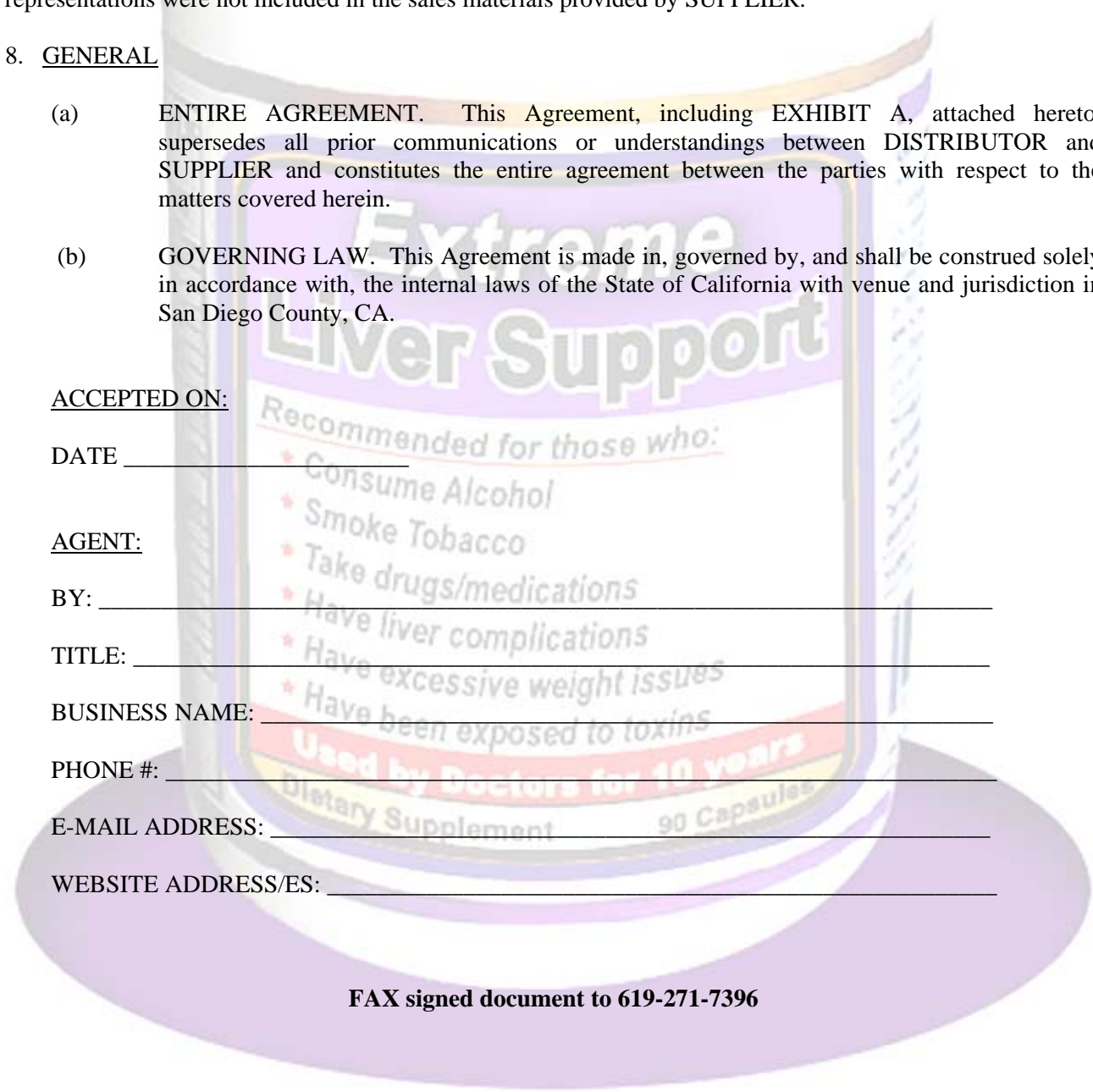


Exhibit A
Suggested Retail Pricing for Distributors

MAP Pricing (Minimum Advertised Pricing) Important Note:

AGENTS **MAY NOT** advertise in QUANTITIES greater than 6 Bottles and are to follow the MAP pricing below. DISTRIBUTORS are to act as Retailers **NOT** Wholesalers.

Extreme Liver Support

MAP Pricing



1 Bottle
Advertised at \$24.95
Per Bottle



3 Bottles
Advertised at \$23.95
Per Bottle

Total Price
\$71.85



6 Bottles
Advertised at \$22.95
Per Bottle

Total Price
\$137.70

