

TERMS AND CONDITIONS OF AGREEMENT

All of the following terms and conditions are mutually agreed upon by the parties.

I. Scope of Position

- A. A "Representative" is an independent contractor authorized by Wildtree Herbs, Inc. (hereinafter "Wildtree") to sell Wildtree products to prospective customers.
- B. It is the intention of the parties that this Agreement shall create an independent contractor relationship between the Representative and Wildtree. This Agreement shall not be construed to create an employer/employee relationship, a principal/agent relationship, a partnership or a joint venture between the Representative and Wildtree, his or her Team Leader, or any Director of Wildtree.
- C. A Representative is authorized to perform under this Agreement only if this Agreement is accepted by Wildtree.

II. Scope of Agreement

- A. In addition to the terms and conditions set forth herein, this Agreement consists of the Wildtree Training and Reference Manual and the Wildtree Career Plan, both of which are hereby incorporated by reference and made part of this Agreement.
- B. Wildtree may, from time to time, amend this Agreement, including all documents incorporated by reference herein. Such amendments shall be incorporated into the Agreement and Representatives shall abide by such amendments. A Representative is deemed to have accepted any such amendment so long as he or she fails to cancel this Agreement or continues to accept commissions, bonuses, or any other form of payment from Wildtree.
- C. For the purpose of ordering product at the wholesale price, a Representative is considered eligible when they have minimum personal product sales of \$200 SRP (suggested retail price) in each rolling four-month period. To qualify for a Personal Sales Bonus, a Representative must have personal sales of \$75 SRP in the current period calendar month. For all Bonus information, see the Wildtree Career Plan.
- D. Rhode Island law shall govern this Agreement. Claims arising from this Agreement, if any, shall be filed by the parties in the District Court of the State of Rhode Island, Fourth Division; in the Superior Court of the State of Rhode Island, Kent County; or in the United States District Court for the District of Rhode Island.
- E. This Agreement and the rights herein are not assignable without the express written consent of Wildtree.
- F. Wildtree may terminate this Agreement at any time if the Representative violates requirements A, B, C, K, or N set forth in section III below.
- G. The Representative may terminate this Agreement at any time. The Representative shall give written notice of such termination to Wildtree and shall be responsible for all obligations to Wildtree that may be outstanding at the time of termination.

III. Requirements

- A. The Representative shall read and comply with all terms of this Agreement, including any amendments hereto.
- B. The Representative shall abide by any and all federal, state, or local laws with respect to the holding, advertising, or selling of Wildtree products.
- C. The Representative shall be responsible for providing any and all information and obtaining any and all licenses required by law at his or her own expense.
- D. The Representative shall be responsible for declaring and paying any and all federal, state, and local taxes. Wildtree shall not treat the Representative as an employee for federal, state, or local tax purposes.
- E. The Representative shall order and purchase Wildtree products from Wildtree only. Purchases shall be made at the suggested retail price less the Representative's income percentage as determined in the Wildtree Career Plan.
- F. The Representative shall make all purchases cash with order (i.e., personal check; certified check; money order; or credit card).
- G. The Representative shall handle any and all returns of Wildtree products from retail customers in the manner set forth in the Wildtree Training and Reference Manual.
- H. After providing written notice to the company, the Representative may, no later than thirty (30) days after the termination of this Agreement, return, to Wildtree, Wildtree products that are suitable for resale. Wildtree products that are suitable for resale are only those products listed in Wildtree catalogs that are in circulation at the time Wildtree receives the products being returned; provided, such products do NOT include damaged or opened products; products for which the expiration date has expired; or products for which the ingredients and/or label has been changed. Products shall be returned to a location chosen and specified by Wildtree. The Representative shall be responsible for any and all shipping and/or handling expenses with respect to the products returned. The Representative shall be credited for any and all returns of products suitable for resale in the amount of ninety percent (90%) of the net cost paid for each product. The net cost of each product is the net retail price for the product less either: (i) the Representative's average discount for the twelve (12) previous months if the Representative has worked 12 or more successive months; or (ii) the Representative's average discount for the months during which the Representative made sales if the Representative has worked less than twelve (12) months.
- I. Any and all advertising or forms of display to be used for the sale of Wildtree products must be approved by Wildtree.
- J. The Representative may run advertisements supplied by Wildtree at his or her discretion.
- K. The Representative shall not relabel, repackage, or otherwise alter the design of Wildtree products or literature; provided, the Representative may place his or her business identification stamp on the exterior of packaged Wildtree products.
- L. The Representative shall not advertise or display Wildtree products together with or in connection with any other company's product or service.
- M. The Representative shall not establish and/or maintain a Wildtree home page or sell products on the Internet except as permitted through Wildtree's own website and the optional Personal Website available to active Representatives.
- N. The Representative shall not advertise, display or otherwise represent Wildtree products in a manner that is detrimental to the Wildtree name or its products.
- O. The Representative may display Wildtree products for sale or may otherwise use the Wildtree name in advertising only if the Representative remains qualified and active.

IV. Business Kit Split Payment Terms

- A. The first payment of \$49.50 plus \$15 shipping & handling plus applicable tax will be charged to your credit card upon receipt of the completed Representative Agreement by the Wildtree Home Office.
- B. The second payment of \$49.50 plus \$5 processing fee plus applicable tax will be charged to your credit card on or about the 15th of the month following the month you reached your 35th day from the application date of your Representative Agreement.
- C. The Business Kit Split Payment Option is only available to applications received via facsimile and paid via credit card.

The Representative should refer to the Wildtree Business Guide if he or she has further questions with respect to the terms and conditions of this Agreement.