



BC Organic Herbs Ltd.

INDEPENDENT DISTRIBUTORS AGREEMENT

Independent Distributors (hereinafter referred to as IDs) are pre-qualified applicants who upon signing this Agreement acquire the privilege of purchasing Product direct from BC Organic Herbs Ltd. (hereinafter referred to as the Company) at Distributor price.

Business conduct

1. Independent distributors (IDs) agree to act in a professional and helpful manner at all times in their relations with both their clients and the Company and the latter agrees to deal promptly and equitably with any and all concerns expressed by IDs or their accounts.

Qualification - Minimum orders

2. To qualify, an ID agrees to the initial purchase of a minimum of 2 boxes of Super Naturals Heart Formula totaling 8 dozen bottles (12 bottles to a carton, 4 cartons to a box), in any per-dozen ratio of sizes. Thereafter a minimum of only one box (4 dozen in any per-dozen ratio) is required to maintain Distributor status.

Pricing Policies

3. The Company shall set only *Suggested Retail Prices*. Under protection of law, retail stores will always have the right to adjust these to whatever levels they feel appropriate in the consumers' best interests.

4. No ID shall advertise a Wing's product in any form of media, including websites, or make a private retail sale at less than the 'Suggested Retail' price shown on the Company's website at the time of invoicing. This requirement applies equally to any 'retailing arm' established by or connected to an ID and remains in force even if 'bricks and mortar' retailers in the area are currently offering prices below Suggested Retail.

5. The Company shall set international prices and all pricing enquiries should be addressed to them prior to any international marketing.

Sales Territory and Exclusivity

6. An ID shall not be confined by territory but, in the interest of fairness, will work on an exclusive customer basis to protect their existing accounts from possible 'marauders'. The date of a customer's first Purchase Order shall be the primary determinant by which IDs may claim exclusivity for an account.

7. In the event of any conflict between IDs, the Company shall be the sole arbiter in determining a fair resolution.

Payment terms.

8. Purchases shall be paid for electronically via the Company's on-line store. All appropriate government tax numbers will be required for order processing and appropriate sales tax(es) will be added at source. Any local or other taxes/fees determined by the ID's location shall be the ID's responsibility.

Advertising, Promotional material and Websites

9. Because of stringent controls and heavy penalties imposed by government regulating bodies with regard to health product advertising deemed to be false, misleading or illegal, only company-generated literature and promotional materials are to be used by IDs in the marketing of Super Naturals products, *unless the Company has given prior written approval.*

10. IDs may operate their own websites for the purpose of marketing Super Naturals products, but the contents must be approved by the Company to ensure that pricing policies are maintained, and that no false claims are made or other non-conformities displayed that could expose the Company or the ID to legal action or bureaucratic sanction.

Non-competition clause

11. Because IDs are privy to confidential details of the Company's pricing and promotional plans, any ID terminating this Agreement must do so in writing and undertakes not to promote or sell a product competitive to Super Naturals for a period of six months from date of termination.

Termination of Agreement

12. The Company reserves the right to terminate this Agreement without notice in the event of a serious breach of the terms of this Agreement

Disclaimer

13. At the sole discretion of the Company, amendments or additions may be made to the foregoing for the purpose of clarification.

Agreed:

This _____ day of _____ in the year Two Thousand and _____

Independent Distributor

BC Organic Herbs Ltd.

PRINT NAME AND ADDRESS:

_____ Witness _____ Witness

BC Organic Herbs Ltd.

Mailing Address: 6471 Vernon Avenue, Peachland, BC, V0H 1X8, Canada

Fax: (250) 767-6650 Email: info@bcherbs.com

BC Organic Herbs Ltd
DISTRIBUTOR APPLICATION FORM

Personal Name of Applicant:

Date of Birth: _____ Place of Birth: _____

S.S.#: _____

Name of Business: _____ Tax I.D.: _____

Mailing Address:

_____ Postal/Zip Code: _____

Business Phone: _____ Home/Cell Phone: _____

Fax Number: _____ Email Address: _____

Business Class:

Individual Proprietorship Partnership Incorporated

Type of Business:

Retail Wholesale Distributor Company Direct Sales E-Commerce

Other Major Vitamin/Health Food Products Currently Being Carried?

Geographical area covered by your current marketing?

How did you first learn about Super Naturals Heart Formula?

Trade references (name/address/personal contact/phone number)

1. _____

2. _____

What are the main reasons in your decision to market Super Naturals Heart Formula?

BC Organic Herbs Ltd.

Mailing Address: 6471 Vernon Avenue, Peachland, BC, V0H 1X8, Canada

Fax: (250) 767-6650 Email: info@bcherbs.com