

HUMATE SUPREME INC
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HUMATE SUPREME™ INDEPENDENT SALES REP AGREEMENT

PLEASE PRINT LEGIBLY

First Name	Middle Initial	Last Name
Mailing Address	Zip Code + 4	
Physical Address (no PO Boxes please)	City	State
Home Phone	Cell Phone	Business Phone
E-mail Address	Date of Birth (Must be 18 or older)	
Sponsoring ISR ID Number (if ISR sponsored) _____		

I hereby apply to be an authorized Independent Sales Representative (ISR) with Humate Supreme Inc (“HSI” or “Company”). I certify that I am of legal age in the state in which I enter this Agreement. **I certify that I have read, understand and approve the HSI Terms and Conditions as attached to this Application.** I also certify that no person has promised or implied that I will make any specific income from HSI, directly or indirectly, from the sale of Humate Supreme™ Products, or that I will be able to earn any amount within any time period. By signing below, I understand that if I wish to continue as an authorized Independent Sales Rep. with HSI, I must purchase a minimum of two cases of Humate Supreme™ Product every calendar year. I have received my copies of this document. In addition, I may cancel participation as an authorized Independent Sales Rep. at any time, for any reason, upon written notice provided to HSI, or by failing to purchase my annual minimum.

SIGNED _____ **DATE** _____

_____ Please send me the **Humate Supreme™ Independent Sales Rep. Starter Pack** for **\$198.00** which includes:

- 2 each of Humate Supreme™ HA & 3-2-1 30ct; Starter Tabs; Soil Activator; Liquid Nutrient Tea Concentrate
- 6 each Humate Supreme™ 3-2-1 & Humate Supreme HA 2-tablet + Starter Tab sample packs
- Product Sales Brochures and your personal Humate Supreme Sales Rep. Web page & ID Card (No charge)
- 1 Cannabis Horticulture Handbook – Growing Healthy Medical Cannabis

Payment may be made by credit card, debit card, money order, or check. Please allow up to 3 weeks for delivery.

I authorize Humate Supreme Inc (or its agent) to charge my credit card for the amount checked above.

_____ VISA _____ MASTERCARD _____ DISCOVER (no American Express)

CC# | _____ | Exp. Date _____

Name as it appears on Credit Card: _____ Zip Code: _____

Signature: _____ CVV: _____

\$ _____ Type of Pmt. _____ Initial _____

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Off: ISR ID Number

Herein is an outline of the specifics of the Humate Supreme™ Independent Sales Rep. Program, as of the date of the signing of this Humate Supreme Independent Sales Rep. Agreement :

- 2 - Humate Supreme 3-2-1 (30 Tablet) Retail Packages (**\$89.40 retail value**)
- 2 - Humate Supreme HA (30 Tablet) Retail Packages (**\$69.00 retail value**)
- 2 - Humate Supreme Starter Tabs (100 count) Retail Packages (**\$89.40 retail value**)
- 2 - Humate Supreme Soil Activator Retail Packages (**\$39.90 retail value**)
- 2 - Humate Supreme Liquid Nutrient Tea Concentrate Retail Packages (**\$29.900 retail value**)
- 6 - Humate Supreme 3-2-1 (2 tablet + Starter Tab) Sample Packs (**\$23.88 retail value**)
- 6 - Humate Supreme HA (2 tablet + Starter Tab) Sample Packs (**\$17.88 retail value**)
- 1 – Cannabis Horticulture Handbook – Growing Healthy Medical Cannabis (**\$14.95 value**)
- 50 - Full color 2-sided sales brochures (**\$24.00 value**)
- Personal Humate Supreme™ Sales Rep. Web page with ability to generate online sales (**\$69.95 value**)
- Monthly server hosting of your Humate Supreme™ Web page at no charge (**\$4.99 per month value**)
- Authorized Independent Sales Rep. Identification card with id number
- Purchase at special pricing, as much as **50% discount off retail** on Humate Supreme™ Products
- Ability to take advantage of discount on Humate Supreme™ products for your personal gardening use, and to share with friends, neighbors, fellow gardeners etc.
- Ability to sell less than case lot quantities to small retailers at a profit
- Ability to sell full case lots to single operation commercial growers at wholesale, and receive a **7% commission**...product shipped direct from Humate Supreme Inc.
- Up to **20% Commission** on all **Online Retail Sales**, generated through your own Humate Supreme™ Independent Sales Rep. website, or through other web sites, blogs or social networking sites you generate, including access to banner ads you can place on your sites to generate online sales and commissions
- User/Password access to your web site back office to review your hits, sales and accumulated commissions; and for purchasing Humate Supreme™ products at your discount
- Ability to Sponsor other Independent Sales Reps...as many as you want, anywhere in the United States
 - **10% Commission** on Sponsored Independent Sales Reps. signup and all their future purchases
- **5% Commission** on all Sponsored Independent Sales Reps. **Online Retail Sales**, generated through their Humate Supreme™ website
- **3% residual commission** on all full case lot sales sold by sponsored Independent Sales Reps. to commercial growers at wholesale, and shipped direct to customer by Humate Supreme Inc.
- Access to all available Marketing & Training materials
- Automatic access to Humate Supreme™ “Members Only” Premium Content

Humate Supreme™ Independent Sales Rep. - Terms and Conditions

- 1) **Appointment of Independent Sales Representative (ISR).** ISR shall be authorized to purchase Humate Supreme™ organic humate base plant food products (“Humate Supreme™ Products”), at a discount, for personal use and/or to resell to ISRs circle of friends, neighbors, gardeners, etc. ISR has the option, but is not obligated, to sell Humate Supreme™ Products to herein defined small and medium sized growers, commercial accounts and retail outlets, and receive a commission on these sales.
- 2) ISR agrees that they are responsible for their own success. ISR acknowledges that neither HSI, nor any person therein, has made any promise to them or has in any way assured them that they will be successful in their business, as a ISR of Humate Supreme™ Products. ISR acknowledges that there are no guarantees of success, and they acknowledge that the only success they will achieve will be as a result of their own efforts in the sale of product.
- 3) **Sales of Humate Supreme™ Products.** HSI shall sell Humate Supreme™ Products to ISR at ISR/Wholesale pricing, up to **50% discount** off of suggested retail price, as set forth by HSI and subject to change from time to time. ISR shall pay HSI the entire purchase price prior to the shipment by HSI to ISR. The following shall rule as the terms and conditions in selling Humate Supreme™ Products:
 - a) ISR shall under no circumstances repackage Humate Supreme™ Products, or sell Humate Supreme™ products under any other name or brand other than Humate Supreme™, or those brands owned and marketed by Humate Supreme™.
 - b) ISR shall promote and sell Humate Supreme™ Products in a diligent, trustworthy, professional and efficient manner and shall comply with HSI’s policies and procedures, as may be in effect from time to time, in all material respects. ISR shall use commercially reasonable efforts to uphold the Humate Supreme™ name, brands, and its reputation.
 - c) ISR sales to ISR circle of friends, neighbors, gardeners, etc., will be supplied from ISRs product inventory, purchased at ISR discount. Pricing shall be any amount between ISR purchase price and suggested retail, but in no event shall the price exceed suggested retail.
 - d) ISR sales to retail outlets and commercial accounts, in quantities of full case lots or larger, shall be at HSI wholesale and/or commercial list price, ONLY, depending on type of customer, and supplied directly from HSI, for which ISR shall receive a **7.0%** commission from HSI on the total sale, exclusive of taxes and shipping charges. Commission shall perpetuate with future orders, so long as ISR remains a ISR with HSI. Less than case lot sales shall be supplied by ISR, from ISRs product inventory, at any price or discount between ISR purchase price and retail, as deemed acceptable between ISR and Buyer. Commission is not paid on less than case lot sales, rather ISR makes any profit on the difference between the ISR purchase price and the sale price. Commercial Accounts and Retail Outlets are defined as businesses that either commercially grows plants, or sells to the public, and possess both a FEI number and Sales Tax Permit. **ISR is prohibited from selling to National or Regional Commercial Accounts, Growers, or Retail Outlets with multiple (two or more) operations.** Violation of this provision shall result in ISR losing their ISR privileges.
 - e) ISR shall also have the option of sponsoring “ New ISRs”, whereas ISR shall receive a **10.0%** commission on the **Humate Supreme™ Product** included in the “New ISR” Starter Kit; an ongoing commission of **10.0%** on all future product purchases by the “New ISR”; and a **3.0%** override of the “New ISRs” sales of full case lots, or more, to Retail Outlets and/or Commercial Accounts as herein above defined, and supplied directly from HSI, so long as ISR remains a ISR with HSI. This is not a multi-level program and any and all commissions extend only to the level and that which is herein outlined. All forms of multi-level or pyramiding are prohibited and under no circumstances will ISR engage in or encourage others to sell Humate Supreme™ products in such manner.
- 4) **Territory.** Territory is not exclusive, and may or may not overlap with other ISRs.
- 5) **Expenses.** ISR is responsible for all costs of operating their business. Unless otherwise approved in advance in writing by HSI, ISR shall be responsible for paying all of its own expenses incurred in the course of selling HSI products and shall not be entitled to reimbursement from HSI with respect thereto.
- 6) **Independent Contractor.** ISR is an independent business and is not an employee or partner of HSI. HSI shall not control or direct the details or means by which ISR performs its work, other than ISR agrees to abide by HSI’s pricing and terms of sale. ISR acknowledges that HSI is not providing ISR with a place to work. ISR shall determine the number of days and hours of its work and shall be solely liable for the wages, fringe benefits, work schedules, and work conditions of its partners or employees, if any. ISR assumes all risks and hazards encountered in the performance of this Agreement. ISR shall be solely responsible for all injuries, including death, to all persons and all loss or damage to property that arise out of ISR’s performance, or failure to perform, under this Agreement.
- 7) **Changes to Policies.** HSI reserves the right to change any policies and procedures at any time with written notice. ISR’s continued selling of Humate Supreme™ Products will signify ISR agreement to these conditions.
- 8) **Authority.** ISR shall have no authority to bind, obligate or commit HSI by any promise or representation without the prior written approval of HSI.
- 9) **Term and Termination.** The term of this Agreement shall begin on the Effective Date and continue perpetually, so long as ISR purchases a minimum of **two (2) cases of Humate Supreme™ per calendar year**, or until such time as either party terminates this Agreement for any or no reason by giving the other party at least 60 days’ advance written notice; provided, however, that either party shall have the right to terminate this Agreement immediately and without advance written notice to the other party in the event the other party violates any of the terms or provisions of this Agreement or commits any act of misrepresentation, fraud, dishonesty, deceit, intentional misconduct or negligence.
- 10) **Taxes.** ISR is responsible for obtaining and maintaining all licenses and permits required to operate their business, including a Sales Tax Permit if required. ISR shall personally pay and be solely responsible for ISR’s city, state and/or federal employment taxes and unemployment insurance, including, without limitation, income taxes, social security taxes, FICA and any other city, state, and/or federal taxes which may be due on monies earned or received by ISR under this Agreement. HSI shall have no obligation to pay or withhold any sums for such taxes or unemployment insurance on any amount paid to ISR.

- 11) **Confidentiality.** In consideration of its engagement with HSI, ISR agrees to the following conditions relating specifically to the Confidential Information (as defined below):
- (a) "Confidential Information" means all proprietary information of HSI (as defined below), including, without limitation: trade secrets; specifications; computer programs; support materials; information regarding Humate Supreme™ Products; information regarding HSI's business operations, prospects and plans; customer lists and other information relating to customers of HSI; and other records concerning HSI's finances, contracts, services or personnel.
 - (b) ISR shall respect the confidences of HSI and shall not at any time, during or after its relationship with HSI, directly or indirectly, divulge or disclose for any purpose or use for its own benefit or for the benefit of any other party any Confidential Information that has been obtained as a result of the relationship with HSI.
 - (c) This Agreement not to disclose Confidential Information will continue to apply after termination of this Agreement, and until such time as the Confidential Information becomes public knowledge through no fault of ISR. ISR will report to HSI any and all unauthorized disclosures or uses of Confidential Information.
- 12) **Indemnification.** ISR agrees to defend, indemnify, and hold harmless HSI against any and all losses, liabilities, claims, demands or obligations that may be asserted in connection with or arising out of ISR's duties or actions under this Agreement, including, without limitation, (i) Services performed by ISR, (ii) ISR's failure to pay any required taxes or file any required tax filings, (iii) any use, disclosure or infringement by ISR, while acting pursuant to this Agreement, of any proprietary right, including Confidential Information, or (iv) actions of fraud or any other illegal or unlawful activity of ISR. ISR shall pay the amount of all loss, liability, cost or expense including attorneys' fees suffered or incurred by HSI, and/or ISR in connection with or related to any such claim.
- 13) **Entire Agreement.** This document contains the entire agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements and prior agreements related thereto are merged herein and superseded hereby. The provisions of this Agreement may not be amended, except (i) by an agreement in writing signed by the party against whom enforcement of any amendment is sought or, (ii) in the case of the Price List, unilaterally by HSI.
- 14) **Notices.** Except as otherwise provided in the Agreement, all notices or other communications hereunder shall be in writing and shall either (i) be delivered in person or (ii) sent by first-class mail, postage pre-paid, to the addresses below the signatures to this Agreement. Such addresses may be changed by notice given by such party to the other pursuant to this Section or by other form of notice agreed to by the parties.
- 15) **Severability.** If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.
- 16) **Jurisdiction.** This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of Oklahoma, without regard to principles of conflicts of laws. All claims, controversies, and disputes that arise out or relate to this Agreement shall be determined by arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in the city of the home office of "HSI".

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective

Date: _____

Independent Sales Representative:

Humate Supreme Inc.

Name

Name

Signature

Signature

Date

Title