

HUMATE TECHNOLOGIES INC

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Grove, Oklahoma 74345
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Happy Plant.
Plant Food Tablets

HAPPY PLANT® DEALER APPLICATION/AGREEMENT

PLEASE PRINT LEGIBLY

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

I hereby apply to be a Happy Plant® Dealer with Humate Technologies Inc (“Humatec” 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 Humatec 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 Humatec, directly or indirectly, from the sale of Happy Plant® 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 a Happy Plant® Dealer with Humatec, I must purchase a minimum of two cases of Happy Plant® Product every calendar year. I have received my copies of this document. In addition, I may cancel participation in the dealer program at any time, for any reason, upon written notice provided to Humatec, or by failing to purchase my annual minimum.

SIGNED _____ **DATE** _____

_____ Please send me the **Happy Plant® Dealer Starter Pack** for **\$198.00** which includes:

- 1 case of Happy Plant® Product: \$143.28 cost at Dealer pricing + shipping
- 1 case of 80 Happy Plant® 2-Tablet Sample packs \$38.40 cost at Dealer pricing + shipping
- Product Sales Brochures and Personal Humate Supreme Dealer web page (No charge)
- Dealer Identification Card with Dealer Number

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

I authorize Humate Technologies 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: Dealer ID Number

11/10/2009

Herein is an outline of the specifics of the Happy Plant® Home Dealer Program, as of the date of the signing of this Happy Plant Home Dealer Agreement :

- 1-24 Pack case of 30 Tablet Retail Packages of Happy Plant® (**\$238.80 retail value**)
- 80-2 tablet sample packs of Happy Plant (**\$64.00 retail value**)
- 50 full color 2-sided sales brochures (**\$24.00 value**)
- One The Humate Gardener book (when available) (**\$9.95 value**)
- Personal Happy Plant® Home Dealer Web page with ability to generate online sales (**\$65.00 value**)
- Monthly server hosting of your Happy Plant® Web page at no charge, as long as you remain an active Happy Plant® Home Dealer (**\$4.99 per month value**)
- Licensed Dealer Identification card
- **40% Dealer only discount** on Happy Plant® Product purchases
- Ability to take advantage of discount on Happy Plant® 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 and retail outlets at wholesale, and receive a **7% commission**...product shipped direct from Humate Technologies Inc.
- Up to **20% Home Dealer Commission** on all **Online Retail Sales**, generated through your own Happy Plant® Home Dealer 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
- Ability to Sponsor other Home Dealers...as many as you want, anywhere in the United States
 - **10% Commission** on Sponsored Dealer signup and all Sponsored Dealers Purchases
- **5% Commission** on all Sponsored Dealers **Online Retail Sales**, generated through their Happy Plant® Home Dealer website
- **3% residual commission** on all full case lot sales sold by sponsored dealer to commercial growers at wholesale, and shipped direct to customer by Humate Technologies Inc.
- Access to all available Marketing & Training materials
- Automatic access to Happy Plant® "Members Only" Premium Content

Happy Plant® Dealer - Terms and Conditions

- 1) **Appointment of Dealer.** Dealer shall be authorized to purchase Happy Plant® organic humate base plant food products (“Happy Plant® Products”), at a discount, for personal use and/or to resell to Dealers circle of friends, neighbors, garden clubs, home parties, etc. Dealer has the option, but is not obligated, to sell Happy Plant® Products to herein defined small and medium sized commercial accounts and retail outlets, **strictly within the states on Humatec’s “List of Approved States” for these types of sales**, and receive a commission on these sales.
- 2) Dealer agrees that they are responsible for their own success. Dealer acknowledges that neither Humatec, 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 Dealer of Happy Plant® Products. Dealer 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 Happy Plant® Products.** Humatec shall sell Happy Plant® Products to Dealer at **40% discount** off of suggested retail price, as set forth by Humatec and subject to change from time to time. Dealer shall pay Humatec the entire purchase price prior to the shipment by Humatec to Dealer. The following shall rule as the terms and conditions in selling Happy Plant® Products:
 - a) Dealer shall under no circumstances repackage Happy Plant® Products, or sell products under any other name or brand other than Happy Plant®.
 - b) Dealer shall promote and sell Happy Plant® Products in a diligent, trustworthy, professional and efficient manner and shall comply with Humatec’s policies and procedures, as may be in effect from time to time, in all material respects. Dealer shall use commercially reasonable efforts to uphold the Happy Plant® name and its reputation.
 - c) Dealer sales to Dealer circle of friends, neighbors, garden clubs, home parties, etc., will be supplied from Dealers product inventory, purchased at Dealer discount. Pricing shall be any amount between Dealer purchase price and suggested retail, but in no event shall the price exceed suggested retail.
 - d) Dealer sales to retail outlets and commercial accounts, in quantities of full case lots or larger, shall be at Humatec wholesale and/or commercial list price, ONLY, depending on type of customer, and supplied directly from Humatec, for which Dealer shall receive a **7.0%** commission from Humatec on the total sale, exclusive of taxes and shipping charges. Commission shall perpetuate with future orders, so long as Dealer remains a Dealer with Humatec. Less than case lot sales shall be supplied by Dealer, from Dealers product inventory, at any price or discount between Dealer purchase price and retail, as deemed acceptable between Dealer and Buyer. Commission is not paid on less than case lot sales, rather Dealer makes any profit on the difference between the Dealer purchase price and the sale price. Commercial Accounts and Retail Outlets are defined as businesses that either commercially grows plants, trees, vegetables, flowers, etc., or sell to the public, and possess both a FEI number and Sales Tax Permit. **Dealer is prohibited from selling to National or Regional Chain stores, Wholesale outlets, Buyers Clubs, and/or Commercial Accounts, Growers, or Retail Outlets with multiple (two or more) operations.** Violation of this provision shall result in Dealer losing their Dealership privileges, as does violation of restriction of selling Commercial Accounts and Retail Outlets in states not on Humatec’s List of Approved States. .
 - e) Dealer shall also have the option of sponsoring “New Dealers”, whereas Dealer shall receive a **10.0%** commission on the **Happy Plant® Product** included in the “New Dealer” Starter Kit; an ongoing commission of **10.0%** on all future product purchases by the “New Dealer”; and a **3.0%** override of the “New Dealers” sales of full case lots, or more, to Retail Outlets and/or Commercial Accounts as herein above defined, and supplied directly from Humatec, so long as Dealer remains a Dealer with Humatec. 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 Dealer engage in or encourage others to sell Happy Plant® products in such manner.
- 4) **Territory.** Territory is not exclusive, and may or may not overlap with other Dealers.
- 5) **Expenses.** Dealer is responsible for all costs of operating their business. Unless otherwise approved in advance in writing by Humatec, Dealer shall be responsible for paying all of its own expenses incurred in the course of selling Humatec products and shall not be entitled to reimbursement from Humatec with respect thereto.
- 6) **Independent Contractor.** Dealer is an independent business and is not an employee or partner of Humatec. Humatec shall not control or direct the details or means by which Dealer performs its work, other than Dealer agrees to abide by Humatec’s pricing and terms of sale. Dealer acknowledges that Humatec is not providing Dealer with a place to work. Dealer 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. Dealer assumes all risks and hazards encountered in the performance of this Agreement. Dealer shall be solely responsible for all injuries, including death, to all persons and all loss or damage to property that arise out of Dealer’s performance, or failure to perform, under this Agreement.
- 7) **Changes to Policies.** Humatec reserves the right to change any policies and procedures at any time with written notice. Dealer’s continued selling of Happy Plant® Products will signify Dealer agreement to these conditions.
- 8) **Authority.** Dealer shall have no authority to bind, obligate or commit Humatec by any promise or representation without the prior written approval of Humatec.
- 9) **Term and Termination.** The term of this Agreement shall begin on the Effective Date and continue perpetually, so long as Dealer purchases a minimum of **two (2) cases of Happy Plant® 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.** Dealer is responsible for obtaining and maintaining all licenses and permits required to operate their business, including a Sales Tax Permit. Dealer shall personally pay and be solely responsible for Dealer’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 Dealer under this Agreement. Humatec shall have no obligation to pay or withhold any sums for such taxes or unemployment insurance on any amount paid to Dealer.

- 11) **Confidentiality.** In consideration of its engagement with Humatec, Dealer agrees to the following conditions relating specifically to the Confidential Information (as defined below):
- (a) "Confidential Information" means all proprietary information of Humatec (as defined below), including, without limitation: trade secrets; specifications; computer programs; support materials; information regarding Happy Plant® Products; information regarding Humatec's business operations, prospects and plans; customer lists and other information relating to customers of Humatec; and other records concerning Humatec's finances, contracts, services or personnel.
 - (b) Dealer shall respect the confidences of Humatec and shall not at any time, during or after its relationship with Humatec, 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 Humatec.
 - (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 Dealer. Dealer will report to Humatec any and all unauthorized disclosures or uses of Confidential Information.
- 12) **Indemnification.** Dealer agrees to defend, indemnify, and hold harmless Humatec against any and all losses, liabilities, claims, demands or obligations that may be asserted in connection with or arising out of Dealer's duties or actions under this Agreement, including, without limitation, (i) Services performed by Dealer, (ii) Dealer's failure to pay any required taxes or file any required tax filings, (iii) any use, disclosure or infringement by Dealer, 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 Dealer. Dealer shall pay the amount of all loss, liability, cost or expense including attorneys' fees suffered or incurred by Humatec, and/or Dealer 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 Humatec.
- 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 "Humatec".

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

Date: _____

Dealer:

Humate Technologies Inc.

Name

Name

Signature

Signature

Date

Title