

Beneficial Solutions, LLC  
1648 Lone Oak Trail  
Reno, Nevada 89523



## **NON-EXCLUSIVE WHOLESALE DISTRIBUTION AGREEMENT**

This Distribution Agreement is made this \_\_\_ th day of \_\_\_\_\_, 200\_\_ by and between Beneficial Solutions, LLC (MASTER DISTRIBUTOR) and \_\_\_\_\_, herein referred to as WHOLESALER a \_\_\_\_\_ Sole Proprietor / Corporation.

The WHOLESALER is desirous of obtaining a non-exclusive licensing agreement for the retail distribution, sales, brand development and marketing rights for NutraSilver® provided by MASTER DISTRIBUTOR to WHOLESALER

1. WHOLESALER shall diligently and conscientiously use its best efforts to market and sell NutraSilver®, and shall not assist any other person or organization that competes, or intends to compete with the MASTER DISTRIBUTOR's products during the term of this agreement
2. The term of this agreement is Two (2) years with automatic annual renewals thereafter based on Wholesale Distributor commercial performance and continued conformance with the terms of this agreement. If WHOLESALER decides not to renew this agreement, WHOLESALER will notify MASTER DISTRIBUTOR of intent to terminate this agreement at the end of the term via registered letter at least 90 days prior to the end of the term.
3. This agreement may be terminated without notice at the discretion of MASTER DISTRIBUTOR for violations of substantiated ethical business practices, ethical or criminal violations by employees or principals of WHOLESALER. WHOLESALER recognizes that unethical, illegal or inappropriate conduct by WHOLESALER reflects upon the MASTER DISTRIBUTOR, and has the potential to do irreparable harm to MASTER DISTRIBUTOR efforts, investments and objectives worldwide. Practices and ethical conduct includes, but is not limited to: violations of trade and export law, violation of FDA or FTC REGULATIONS, predatory pricing, immoral or aberrant personal conduct, or association with criminals.
4. WHOLESALER shall be responsible for all permits, licensing, registration and marketing expenses in establishing customers and markets for MASTER DISTRIBUTOR's branded products. MASTER DISTRIBUTOR shall share all general use testing, support, and collateral materials with the WHOLESALER to promote MASTER DISTRIBUTOR's brand, NUTRASILVER®. WHOLESALER shall facilitate any Governmental approvals or requirements that are needed to allow the successful marketing of the MASTER DISTRIBUTOR's branded products.
5. WHOLESALER may attach the MASTER DISTRIBUTOR's brand name to product packaging, reports and sales collateral. WHOLESALER has no rights, title and/or interest under this AGREEMENT to any TRADEMARKS, trade names, distinctive packaging and designs of MASTER DISTRIBUTOR and/or any of its AFFILIATES used on or in conjunction with WHOLESALER's products.
6. WHOLESALER acknowledges that all PATENTS, TRADEMARKS, and processes or documentation pertaining to MASTER DISTRIBUTOR and its brand NutraSilver®, and the relevant exploitation rights are the exclusive property of MASTER DISTRIBUTOR. WHOLESALER

acknowledges that TRADEMARKS and brand names of MASTER DISTRIBUTOR's products are the exclusive property of Beneficial Solutions LLC

7. MASTER DISTRIBUTOR shall supply WHOLESALER with NutraSilver® in finished or bulk form for resale. MASTER DISTRIBUTOR represents and warrants that the PRODUCTS sold and supplied to the WHOLESALER hereunder shall be of good quality manufactured, in accordance with good manufacturing practices and fit for use pursuant to their indications and free from any defects in material and workmanship.

8. MASTER DISTRIBUTOR's NutraSilver® is considered "fit for use" if it conforms to the general performance attributes and in the specific applications outlined on the MASTER DISTRIBUTOR web site. At no time may WHOLESALER claim benefits not demonstrated in third party certified LAB facilities and posted on the MASTER DISTRIBUTOR company website. MASTER DISTRIBUTOR grants permission to duplicate anything on the MASTER DISTRIBUTOR's website for their promotion of NutraSilver®.

9. WHOLESALER shall not repeat or publish unsubstantiated claims regarding health or curative benefits of NutraSilver® and related products without MASTER DISTRIBUTOR's express written permission. NutraSilver® is sold as a Nutritional Supplement only and is not meant to diagnose, treat or cure and disease or condition.

10. WHOLESALER shall inspect each batch of the PRODUCT which will be considered accepted unless WHOLESALER gives written notice to MASTER DISTRIBUTOR within twenty five (25) consecutive days after receiving each shipment and MASTER DISTRIBUTOR shall promptly review any written claim of non-conformity made by WHOLESALER, received within said deadline.

11. All claims made by WHOLESALER regarding quantity or specifications of the PRODUCTS shall be handled on a case by case basis during which time MASTER DISTRIBUTOR has the right to first inspect any quantity of the PRODUCTS involved before being required to take any action with respect thereto. If such review and testing by MASTER DISTRIBUTOR confirms that a claimed quantity of the PRODUCT did not as of the date of shipment meet its required specifications due to fault or negligence of Manufacturer and, therefore, is not suitable for sale, then WHOLESALER shall deliver such quantity involved as MASTER DISTRIBUTOR shall direct in writing and at MASTER DISTRIBUTOR expense, and MASTER DISTRIBUTOR shall, at its sole opinion, replace such quantity of PRODUCTS with conforming PRODUCTS free of charge, or grant WHOLESALER full credit for the amount involved, and this shall be MASTER DISTRIBUTOR'S sole and exclusive remedy for such Product's non-conformity.

12. In no event is MASTER DISTRIBUTOR be liable to WHOLESALER for any lost profits or any other incidental or consequential damages in connection with any such PRODUCT claims or causes of action.

13. WHOLESALER shall abide by the payment and shipment terms agreed to at the time of acceptance of the order. Current terms are highlighted on MASTER DISTRIBUTOR's website.

14. Wholesaler shall jointly and severally indemnify Russell Altman and Beneficial Solutions LLC, its officers and unit holders against any and all liabilities accrued through the performance and/or breach of this agreement.

15. For a period of Two (2) years following termination or expiration of this AGREEMENT, WHOLESALER shall not distribute, directly or indirectly, products containing the same active ingredient or similar as any of the MASTER DISTRIBUTOR NutraSilver® PRODUCTS.

16. This AGREEMENT shall be enforced by WHOLESALER and by the MASTER DISTRIBUTOR. WHOLESALER and MASTER DISTRIBUTOR shall submit to arbitration in the event of an irreconcilable dispute prior to seeking relief in a court of law. If arbitration fails to provide an agreeable

resolution to the dispute, either equitable relief or damage at law or both may be sought for breaches or threatened breaches of this agreement. The prevailing party will be entitled to recover reasonable attorney fees and all court costs, and shall be interrupted in accordance within the laws of the State of Nevada.

This Agreement constitutes the complete and unabridged agreement between WHOLESALER and MASTER DISTRIBUTOR and supersedes all prior agreements, written or oral between the parties. The agreement may be amended by mutual written agreement under original signature of both parties.

## MASTER DISTRIBUTOR

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

## WHOLESALER

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
eMail Address

\_\_\_\_\_  
Date

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