

Butterfly Express ^{LLC} ®

Application/Agreement Form

This agreement form is a legal binding agreement between you (either as an individual or an entity) herein after referred to as “The Applicant” and Butterfly Express essential oil company herein referred to as “The Company.” By signing this document you agree to be bound by the terms contained herein.

Butterfly Express, LLC is desirous of accepting applications for new Independent Wholesale Representatives to market their full line of essential oil products. The Applicant is desirous of purchasing from Butterfly Express, LLC at The Company’s expressed wholesale prices and reselling at a profit margin of their discretion and choosing or at the retail price suggested by Butterfly Express, LLC.

1. As an Independent Wholesale Representative, I agree to and understand that I earn income based on my personal sales of product which I have purchased. I may use, without alteration, the copyrighted price lists and flyers provided to me by Butterfly Express, LLC. I may replace The Company’s contact information (address, phone number, e-mail address) with mine on this information for sales purposes. I further understand that I am not guaranteed an income nor am I assured of any profits or success.

2. I understand that I am an Independent Contractor and as such, I will manage my own expenses, earn my own profits, determine my own work schedule and accept sole responsibility for all contracts or obligations, either written or verbal, that I enter into. I agree to hold The Company harmless for any representations or agreements that I make that cannot be supported by The Company approved materials. I understand that I am not an employee, agent, joint venture or partner of The Company and may not incur or create a liability and/or obligations of any kind in the name of The Company. There are not exclusive territories assigned to anyone. I am an Independent Wholesaler. I will not be considered to be an employee of The Company for the purposes of the Federal Insurance Contributions Act, or any other laws pertaining to employees.

3. I am of legal age to sign this contract, according to the laws of the State of Idaho which is the age of eighteen (18).

4. I understand that I am welcome to copy or reproduce any printed material provided to me by The Company so long as I do not change or add to the material content. I am able to replace The Company’s contact information (address, phone number, e-mail address) with mine on this information for sales purposes. I am free to produce my own price lists, under my own company logo and letterhead, with the understanding that this in no way obligates Butterfly Express, LLC and is not made in the name of The Company. I also agree to protect The Company’s registered trademarks, service marks, trade names and the goodwill associated with them.

5. I understand that The Company may suspend or terminate my contract in the event that I breach any covenant contained herein or in The Company’s Policies and Procedures or in the event of non-payment of bills and obligations to The Company for product, displays, etc.

6. I agree that this agreement has been entered into between the names of the people listed in the Applicant and Company positions below and that this agreement cannot be transferred, assigned or in any other way given to another individual. I may share Wholesale Information with other individuals if I choose and I may present them to The Company as applicants for Wholesale Status. If an agreement is reached between such applicant and The Company, The Company agrees to pay me a commission of a \$50.00 gift certificate redeemable for product at wholesale prices.

7. Orders will be shipped from The Company within 48 hours of being placed, in most cases, and The Company will notify me immediately if shipping is expected to take longer than 48 hours or in the event of an item or items being unavailable or back-ordered. Payment must be received by The Company within 15 days of the product being received by me.

8. This agreement/application form will be governed by the laws of the state of Idaho.

9. I agree to represent The Company in a fair and ethical manner. I further agree that I will not re-package the product. I understand that I cannot sell a product that has been altered, opened, diluted, or adulterated in any manner. The product is to be re-sold only in its original, sealed by The Company, containers. All product which I sell will carry the original Butterfly Express label unless I have written permission from The Company for another arrangement or policy.

10. Should any portion of this agreement or other instruments referred to herein be determined to be invalid by a competent court of law, the balance of such instruments shall remain in force and in effect.

11. As a Wholesaler for The Company, I will use my best efforts to promote The Company, its products and good will, in an honest and professional manner. I understand that The Company may monitor my activities to ensure compliance with the Contents of the agreement and with The Company's policies and procedures.

I have read and fully understand the contents of this contract and policies and procedures as outlined herein, and agree to be bound by them.

_____ Agree _____ Disagree

_____ Contract#

Full Name of Applicant -printed

Day Month Year

Signature of Applicant