



INDEPENDENT SALES REPRESENTATIVE AGREEMENT

This agreement, entered into as of _____, 20__, by, _____ and between Manuela Valenti, LLC d.b.a. By Valenti Organics, a company organized and existing under the laws of the State of Michigan, with its primary address 7755 22 Mile Rd, Suite 183325 Shelby Twp, MI 48318, (hereinafter referred to as "The Company"), and _____, an individual with a primary mailing address at _____, (hereinafter referred to as "Independent Sales Representative").

WHEREAS The Company is engaged in the business of development, manufacture, sale, distribution and marketing of a distinctive line of cosmetics (the "Products");

WHEREAS, The Company and the Independent Sales Representative desire to enter into a relationship, whereby Independent Sales Representative will promote the sale of The Company's products in the geographical areas hereinafter described, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, as follows:

THEREFORE, the parties, for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, hereby agree as follows:

Article I. GRANT

Section 1.01 Non-Exclusive Independent Sales Representative. The Company hereby appoints Independent Sales Representative as The Company's Independent Sales Representative within the Territory, as hereinafter defined, to solicit retailers ("Customers") such as retail outlets, and market The Company's Products, as hereinafter defined, upon the terms and subject to the conditions set forth herein. Independent Sales Representative understands that this appointment is non-exclusive and that The Company may appoint other Independent Sales Representatives, agents and/or vendors and may also use its own direct sales personnel to market and solicit orders for the Products.

Section 1.02 Products Defined. For purposes of this Agreement, the term "Products" shall mean all cosmetic and accessory products offered by The Company, as listed on The Company's website (www.byvalenti.com) with the exception of some exclusive products marketed by The Company exclusively.

Section 1.03 Reserved Rights.

(a) The Company expressly reserves the right to open or license others to open, within or without the Territory, one or more retail outlets featuring Products and to supply Products to said retail outlets. Independent Sales Representative shall not be entitled to receive any commissions with respect to such sales.

(b) The Company expressly reserves the non-exclusive right to sell to "National Accounts" and the exclusive right to sell to "House Accounts", as hereinafter defined. The term "National Accounts" shall mean any account having an office or outlet within the Territory but which also has one or more additional branch outlets not all of which are located within a single

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Company Initials: _____



state. The term "House Accounts" shall mean any account heretofore or hereafter obtained by The Company which The Company supplies and services without requesting the assistance of Independent Sales Representative.

(c) The Company expressly reserves the right to assign and/or reassign any Customer to another Independent Sales Representative and/or The Company employee, should Customer express a desire to no longer be serviced by their particular Independent Sales Representative, or if Company feels the Sales Representative is not fulfilling their duties as outlined in this Agreement. A Customer reassignment will relieve the Independent Sales Representative from any duties towards the Customer in question, and also relieve The Company from any commission obligation to the Independent Sales Representative from that point forward, for the Customer in question.

(d) Independent Sales Representative shall not be entitled to pursue any distributor sales, catalogue sales, offer the Products directly to consumers, on the Internet and/or at any trade shows. Such projects must be communicated to The Company for a separate financial arrangement, if any, to be negotiated and added to this Agreement as an Addendum.

Article II. TERM

Section 2.01 Term & Renewal.

Unless sooner terminated in accordance with the terms hereof, the term of this Agreement shall commence as of the date hereof and shall continue in full force and effect for a period of one year; provided, however, that at the expiration of the initial and each renewal term hereof, this Agreement shall be renewed for successive additional period of one year unless either party shall have delivered to the other notice of its intention not to renew at least thirty (30) days prior.

Article III. TERRITORY

Section 3.01 Territory.

The Independent Sales Representative's territory will consist of the area described below:

It is understood that The Company has the right to select and appoint Distributors in Independent Sales Representative's territory. The Company reserves the right to amend the forgoing territory in its sole discretion, if the Independent Sales Representative does not meet annual sales objectives, Amendment of the forgoing can occur anytime during the contract period.

Section 3.02 Regional Territory.

The Independent Sales Representative can obtain the exclusivity of a territory by

- a) Expanding the territory to adjacent cities, counties or states, and
- b) By increasing the minimum Annual Sales amount as outlined in Addendum Exhibit "A" of this Agreement.

Article IV. DUTIES OF SALES REPRESENTATIVE

Section 4.01 Best Efforts.

Independent Sales Representative shall use its best efforts to aggressively solicit Customers and market the Products within the Territory in accordance

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with the terms of this Agreement, The Company's policies and as The Company may direct from time to time.

Section 4.02 Qualification To Do Business.

Independent Sales Representative shall make such filings and take such action as may be required to qualify to do business under all applicable state and local laws in order to perform the services contemplated by this Agreement on behalf of The Company.

Section 4.03 Price and Terms of Sales.

The Company shall have the absolute right to establish the prices, charges, terms and conditions governing the sale of Products. Independent Sales Representative must offer Products according to The Company's most current Price Lists, which is available to the Independent Sales Representative online on The Company's website (www.byvalenti.com).

Section 4.04 Professional Pricing.

The Company shall establish an account for the Independent Sales Representative that will allow the Independent Sales Representative to place client's orders at reduced pricing for professionals. Any samples provided to the Independent Sales Representative by The Company shall be used for marketing and/or PR purposes only.

Section 4.05 Advertising.

The parties hereto agree, with respect to advertising, that during the initial and each renewal of this Agreement, the Independent Sales Representative shall consult with The Company for any planned advertising and/or promotional activity featuring The Company and/or its collateral material and/or its trademarks, logos, brands and/or its Products, as long as this Agreement remains in effect. The Company shall have sole control over decisions in this regard, to which decisions shall be binding upon the parties.

Section 4.06 New Accounts.

Independent Sales Representative must establish a minimum of twelve (10) new Customers (ex: salon, spa, retail outlets, boutiques) accounts every calendar year.

Section 4.07 Non-competition.

Independent Sales Representative agrees that it shall not offer or sell any goods which are competitive with, the same as, or similar to any of the Products, or promote or advertise any such goods without The Company's prior written consent which may be withheld for any reason in The Company's sole discretion. Independent Sales Representative agrees to not share and keep confidential any information concerning The Company's customers.

Section 4.08 Sales Orders.

Independent Sales Representative shall place all orders with The Company online on The Company's website (www.byvalenti.com) with the Independent Sales Representative account and in accordance with such procedures as The Company shall establish. Ignorance of The Company's policies will not constitute a valid excuse for not fulfilling Independent Sales Representative's duties under this Agreement. The Company shall have the right for any reason in its sole discretion to reject any order placed by

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Independent Sales Representative, including without limitation orders placed by Customers which The Company in its judgment deems financially or otherwise unsuitable. Independent Sales Representative agrees that it shall advise prospective Customers of The Company's said right to reject orders and shall not purport to bind The Company prior to The Company's acceptance of such orders. The Company agrees that it shall notify and consult with Independent Sales Representative regarding proposed rejections.

Article V. COMMISSIONS

Section 5.01 Sales Commission.

(a) Except as provided herein to the contrary, Independent Sales Representative shall receive, for Products sold to a Customer by Independent Sales Representative, a flat sales commission of 5% over net sales; provided, however, that The Company shall have the right to revise said rate from time to time, in whole or in part, upon fifteen (15) days prior notice to Independent Sales Representative.

(b) Except as provided herein to the contrary, Independent Sales Representative shall receive an annual bonus to be determined in accordance with the rates set forth in the Annual Bonus Schedule which is attached hereto as Addendum Exhibit "A" and incorporated herein by reference; provided, however, that The Company shall have the right to revise said schedule from time to time.

(c) Independent Sales Representative shall not be entitled to receive any commission on account of Products sold by The Company to House Accounts or National Accounts, wherever located.

(d) Independent Sales Representative shall not be entitled to receive any commission on any account that has been taken in-house by The Company or reassigned to another Independent Sales Representative and/or agent.

Section 5.02 Payment of Commissions.

Sales Commission payable to Independent Sales Representative pursuant to Paragraph 5.01 above shall be paid on a monthly basis on or before the last day of the month following the month in which the Products to which such Sales Commissions apply are shipped. Commissions are paid on net invoice (excluding taxes, shipping and any other charges) and collected amounts only, provided Independent Sales Representative is in compliance with their duties according to this agreement.

Article VI. ASSIGNMENT

Section 6.01 No Assignment.

Neither party shall have the right to assign this Agreement or any of its rights or privileges hereunder to any other person, firm or corporation.

Article VII. TERMINATION

Section 7.01 General.

The Company is an at-will employer. This Agreement may also be terminated and the transactions contemplated hereby may be abandoned as follows:

(a) By mutual consent of the parties;

(b) By The Company if Independent Sales Representative shall: (a) make a general assignment for the benefit of creditors, or (b) file or have filed against it a petition for bankruptcy, for reorganization, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such party under any federal or state insolvency

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law, which, if filed against such party, has not been dismissed or discharged within 90 days thereof.

Section 7.02 Good Cause.

The Company shall have the right to terminate this Agreement prior to the expiration of the initial or any renewal term of this Agreement for "good cause" upon ten (10) days' prior written notice prior written notice to Independent Sales Representative setting forth the breach complained of. The term "good cause" shall for purposes of the Agreement mean a breach of any obligation under this Agreement. If this Agreement is terminated for Cause against the Independent Sales Representative, all relationships and obligations, financial and other, between The Company and Independent Sales Representative will cease when the Independent Sales Representative is terminated.

Article VIII. ARBITRATION

Section 8.01 Arbitration.

Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, including, without limitation, any claim that this Agreement, or any part thereof, is invalid, illegal or otherwise voidable or void, shall be submitted to final and binding arbitration before, and in accordance with, the Commercial Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof; provided, however, that this clause shall not be construed to limit any rights which The Company may have to apply to any court of competent jurisdiction for injunctive or other provisional relief. This arbitration provision shall be deemed self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award by be entered against such party notwithstanding said failure to appear. Such arbitration shall be conducted in Michigan.

Article IX. RELATIONSHIP

Section 9.01 Independent Contractor.

Independent Sales Representative is and shall be an independent contractor. No employees of Independent Sales Representative or Independent Sale Representative shall be deemed to be an employee of The Company. Nothing herein contained in this Agreement shall be construed so as to create a partnership or joint venture; and neither party hereto shall be liable for the debts or obligations of the other. The Company shall not have the power to hire or fire Independent Sales Representative's employees and as except herein expressly provided, The Company may not control or have access to Independent Sales Representative's funds or the expenditures thereof, or in any other way exercise dominion or control over Independent Sales Representative's business.

Article X. INTEGRATION OF AGREEMENT

Section 10.01 Entire Agreement.

This Agreement constitutes the entire agreement between the parties with reference to the subject matter hereof and supersedes all prior negotiations, understanding, representations and agreements, if any. Each of the parties acknowledges that it is entering into this Agreement as a result of its own independent investigation and not as a result of any representations of any other party not contained herein.

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Article XI. MISCELLANEOUS

Section 11.01 Construction And Interpretation.

(a) This Agreement is to be constructed in accordance with the laws of the Commonwealth of Michigan.

(b) The titles and subtitles of the various sections and paragraphs of this Agreement are inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants and conditions of this Agreement.

(c) The language in all parts of this Agreement shall in all cases be constructed simply according to its fair meaning and not strictly for or against either party.

(d) It is agreed that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

Section 11.02 Notices.

Any notice or consent required by this Agreement shall be in writing and mailed by registered or certified mail, return receipt requested, to such party at its address specified on the first page of this Agreement or to such other address as such party may designate by notice given in accordance herewith. Such notices shall be deemed delivered on the date of receipt, or upon attempted delivery if acceptance of delivery is refused.

Section 11.03 Modifications and Waivers.

Neither this Agreement nor any provision thereof may be modified, waived, discharged or terminated orally, but only by a writing signed by the party to be charged. A waiver of any provision by either party to this Agreement shall be valid only in the instance for which given and shall not be deemed continuing; further, any such waiver shall not be constructed as a waiver of any other provision of this Agreement.

Section 11.04 Further Assurances.

Each party of this Agreement represents, agrees and warrants that it will perform all other acts and execute and deliver all other documents that may be necessary or appropriate to carry out the intent and purposes of this Agreement.

Section 11.05 Severability.

Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future statute, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provision of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, article, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fail on account thereof and the balance of the Agreement shall continue in full force and effect. If any arbitration tribunal or court of competent jurisdiction deems any provision hereof (other than for the payment of money) unreasonable, said arbitration tribunal or court may declare a reasonable modification thereof and this Agreement shall be valid and enforceable and

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the parties hereto agree to be bound by and perform the same as thus modified.

Section 11.06 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

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Section 11.07 Law.

This Agreement is subject to the laws of the State of Michigan.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be duly executed and delivered in its name on its behalf, all as of the day and year first above written.

<p style="text-align: center;">Manuela Valenti, LLC d.b.a. By Valenti Organics</p> <p>Signed: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone: (586) 275.73.73</p> <p>Email: legal@byvalenti.com</p> <p>Address: By Valenti Organics 7755 22 Mile Rd, Suite 183325 Shelby Twp, MI 48318</p>	<p style="text-align: center;">Independent Sales Representative</p> <p>Signed: _____</p> <p>Print Name: _____</p> <p>Business Name: _____</p> <p>SSN: _____</p> <p>Tax ID: _____</p> <p>Telephone: _____</p> <p>Email: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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Addendum Exhibit "A"

Commission Rate Schedule

The Independent Sales Representative will receive a commission of 5% for all Professional Sales and Retailer Sales solicited by Sales Representative, provided the Independent Sales Representative is in compliance of his/her duties as outlined in **Article IV** of this Agreement.

The Independent Sales Representative shall not be entitle to pursue House Accounts, or National Accounts as outlined in **Section 1.03** of this Agreement.

Independent Sales Representative shall not be entitled to pursue any Distributor Sales, Catalogue Sales, Offer the Products on the Internet, Direct Sales and/or at any trade shows. Such projects must be communicated to Company for a separate financial agreement, if any, to be negotiated and added to this Agreement as an Addendum.

IMPORTANT

- 1) Commissions are paid on invoiced and collected amounts only;
- 2) Commissions are paid on a monthly basis;
- 3) Commission percentages are based on the most recent Wholesale Price Lists. Company reserves the right to refuse an order and/or reduce commissions due to Independent Sales Representative should a sale is made below the prices outlined on the most recent Wholesale Price List.
- 4) An Independent Sales Representative can obtain its exclusive territory and become a Regional Independent Sales Representative based on volume of sales and number of Customers in the area.
- 5) Bonus Schedule below are only paid to Regional Independent Sales Representative as outlined in **Section 3.02**.
- 6) Regional Independent Sales Representative Annual Bonus is calculated based on total annual sales from January 1st until December 31st and paid on January 15th of the following calendar year.

Bonus Schedule for Regional Independent Sales Representative

SALES LEVEL	ANNUAL SALES	COMMISSION RATE	BONUS AMMOUNT
	<\$1,249,000.00	0	0
Bronze	\$1,250,000.00	1%	\$12,500.00
Silver	\$1,500,000.00	1.5%	\$22,500.00
Gold	\$1,750,000.00	3%	\$52,500.00
Platinum	\$2,000,000.00	5%	\$100,000.00

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