

GREEN SAGE ECO PRODUCTS

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DISTRIBUTOR AGREEMENT

THIS DISTRIBUTOR AGREEMENT (the “**DISTRIBUTOR Agreement**”) is made by and between GREEN SAGE ECO PRODUCTS, (hereinafter “**COMPANY**” and _____ (hereinafter “**DISTRIBUTOR**”); the signatories to this DISTRIBUTOR AGREEMENT being referred to individually as a “**Party**” hereto, and collectively as “**Parties**” hereto.

RECITALS

WHEREAS, GREEN SAGE ECO PRODUCTS owns and controls the exclusive proprietary formula to an active colloid formulation line of eco-friendly cleaning products (the “**Product**”) and wishes to sell these Products to DISTRIBUTOR;

WHEREAS, GREEN SAGE ECO PRODUCTS represents that it is the owner, manufacturer, and seller of the Products,

WHEREAS, the Products are intended to be used by DISTRIBUTOR either in its own business, or sold by DISTRIBUTOR to various retailers, distributors, and end users;

WHEREAS, DISTRIBUTOR desires to obtain certain rights and resources from GREEN SAGE ECO PRODUCTS for the use of the Products in connection with the provision of the DISTRIBUTOR Services; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

ARTICLE I
CERTAIN TERMS DEFINED

The Recitals above are true and correct and are hereby incorporated and made a part of this Agreement. As used in the Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Affiliate” means any other person or entity that, directly or indirectly, controls, is controlled by or is under common control with such person or is a director or officer of such entity. For purposes of this definition, the term **“control”** (including the terms **“controlling”**, **“controlled by”** and **“under common control with”**) of an entity means the possession, direct or indirect, of the power to vote more than 50% of the voting shares of such entity or to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting shares, by contract or otherwise.

“Effective Date” hereof means the date of execution of this Agreement.

“Improvement” means each and every modification, whether required for code or not, relating to the Products.

“Initial Term” shall have the meaning set forth in section 5.01 herein.

“Person” means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof.

“Successive Term” shall have the meaning set forth in Section 5.02 herein.

“Product” means the cleaning products, manufactured, marketed, or sold by GREEN SAGE ECO PRODUCTS, supplied by GREEN SAGE ECO PRODUCTS to DISTRIBUTOR for the purposes defined in this agreement.

ARTICLE II
GRANT OF DISTRIBUTION

2.01. Grant of DISTRIBUTION. Subject to the terms and conditions set forth in this DISTRIBUTOR Agreement, GREEN SAGE ECO PRODUCTS hereby grants to DISTRIBUTOR the right to use, market and sell the Products as defined herein above.

2.2. DISTRIBUTOR. Except as otherwise provided herein, the rights granted herein shall be granted by GREEN SAGE ECO PRODUCTS to DISTRIBUTOR from the Effective

Date of this Agreement throughout the Initial Term and any successive terms of this Agreement.

2.3. Reproduction of Products. DISTRIBUTOR shall not in any way attempt to duplicate, reproduce, or otherwise replicate the Products or the proprietary formula of the Products, for its own use or for the use of any other company or purpose; or provide samples of Products to others for such action. Such actions would cause irreparable harm to GREEN SAGE ECO PRODUCTS, and among other remedies available to GREEN SAGE ECO PRODUCTS, shall be considered a material default and cause for cancellation of this DISTRIBUTOR Agreement and recovery of damages.

2.4. Alteration of Products. DISTRIBUTOR shall not in any way alter, modify, adulterate, or change any of the Products, except under the dilution guidelines as offered by GREEN SAGE ECO PRODUCTS.

DISTRIBUTOR shall not attempt to sell or market the Products under any label or brand name other than GREEN SAGE Eco Products, except within the framework of a private label agreement, only with prior written approval of GREEN SAGE ECO PRODUCTS.

Such actions would cause irreparable harm to GREEN SAGE ECO PRODUCTS, and among other remedies available to GREEN SAGE ECO PRODUCTS, shall be considered a material default and cause for cancellation of this DISTRIBUTOR Agreement, and recovery of damages.

2.05. Trade Names, Trademarks, Service Marks. GREEN SAGE ECO PRODUCTS hereby grants to DISTRIBUTOR the right to sell, market and advertise, and to DISTRIBUTE the Products bearing the trade names, trademarks and service marks in respect to the Products for the Term of this Agreement. DISTRIBUTOR shall not represent to third parties or imply any connection between the Products and any other product or brand name owned, distributed, or controlled by GREEN SAGE ECO PRODUCTS.

2.06. No Implied Ownership. No act of use, sale, import, export or otherwise by GREEN SAGE ECO PRODUCTS shall be construed as conveying any ownership to DISTRIBUTOR or to any third party, expressly or by implication, by estoppel or otherwise. THIS DISTRIBUTOR AGREEMENT DOES NOT TRANSFER ANY OWNERSHIP INTEREST IN OR TO ANY PATENT RIGHTS, TRADEMARKS, SERVICE MARKS OR PRODUCTS WHICH ARE THE SUBJECT OF THIS DISTRIBUTOR AGREEMENT.

ARTICLE III OBLIGATIONS OF DISTRIBUTOR

3.1. Sales and Marketing. DISTRIBUTOR agrees to either use the Products in its own business, or market and sell the Products to actual and potential clients in need of the Products.

3.2. Marketing Expenses. DISTRIBUTOR shall be solely responsible for all overhead and expenses incurred by DISTRIBUTOR in connection with the performance of its

obligations pursuant to this Agreement, including but not limited to marketing, staffing, administrative, legal, accounting, and overhead expenses. Notwithstanding the foregoing, promotional materials utilized by DISTRIBUTOR in connection with the Products shall be subject to written approval by GREEN SAGE ECO PRODUCTS prior to publication and/or use by DISTRIBUTOR.

3.3. Use and Storage of Product. To ensure the safe handling and quality of the Products, DISTRIBUTOR shall store all Products in a clean and safe place under appropriate conditions until used or sold.

3.4. Consumption Reports/Forecasts. DISTRIBUTOR, at its sole option, shall provide to GREEN SAGE ECO PRODUCTS monthly forecasts, consisting of a written report outlining existing and upcoming projects, such that GREEN SAGE ECO PRODUCTS can plan for additional manufacturing scheduling or capabilities, if relevant.

3.05. Insurance. DISTRIBUTOR at its sole cost and expense shall insure its business activities under this DISTRIBUTOR Agreement as required by local and state laws, industry practice, or as otherwise reasonably required by GREEN SAGE ECO PRODUCTS.

ARTICLE IV OBLIGATIONS OF GREEN SAGE ECO PRODUCTS

4.01. Training & Technical Support. GREEN SAGE ECO PRODUCTS shall provide DISTRIBUTOR with technical support as reasonably requested, and to the extent that GREEN SAGE ECO PRODUCTS has available or has access to such support information, and documentation. GREEN SAGE ECO PRODUCTS does not commit to, and shall not be requested to, provide confidential and propriety information about ingredients or manufacturing processes regarding its products.

4.01 (a) GREEN SAGE ECO PRODUCTS shall make available to DISTRIBUTOR all Technical Data Sheets and Material Safety Data Sheets on all products, so that DISTRIBUTOR may be informed and educated and provide such support materials in turn to its customers.

4.01 (b). GREEN SAGE ECO PRODUCTS shall provide initial and followup training and education to DISTRIBUTOR in proper dilution techniques, applications, and uses of all Products.

4.02. Marketing and Promotional Support. GREEN SAGE ECO PRODUCTS shall provide to DISTRIBUTOR marketing and promotional materials electronically (by pdf, jpeg, tif, PPT, etc. as appropriate), which DISTRIBUTOR may use to advertise, market, and advertise the Products.

4.02 (a). GREEN SAGE ECO PRODUCTS shall allow DISTRIBUTOR to use GREEN SAGE ECO PRODUCTS logos and trademarks during the term of this agreement.

4.03. Marketing and Operations Manuals. GREEN SAGE ECO PRODUCTS shall loan DISTRIBUTOR copies of its Marketing Manual and Operations Manual, which manuals DISTRIBUTOR shall utilize to operate and market its business. These manuals shall remain the property of GREEN

SAGE ECO PRODUCTS, and shall be returned within 5 business days of expiration or termination of this Agreement.

4.04. New Products and Technology. GREEN SAGE ECO PRODUCTS shall inform, educate, and train DISTRIBUTOR regarding any new cleaning products that GREEN SAGE ECO PRODUCTS develops and brings to market, including Tech Data Sheets, MSDS, and any other pertinent materials. GREEN SAGE ECO PRODUCTS shall keep DISTRIBUTOR regularly informed regarding new competitive, industry, technological, and regulatory developments.

4.05. Website & Shopping Cart. GREEN SAGE ECO PRODUCTS shall provide to each DISTRIBUTOR as part of its initial Distributor Agreement its own website, and suggested SEO strategies. The initial cost of the creation of DISTRIBUTOR's website will be handled by GREEN SAGE ECO PRODUCTS, and DISTRIBUTOR shall be responsible for ongoing costs and maintenance, including hosting, merchant account services, and Pay Per Click tactics, if desired.

ARTICLE V TERM and FEES

5.01. Initial Term. This Agreement shall have an initial term (the "**Initial Term**") commencing on the Effective Date and ending on _____.

5.02 Successive Terms. This Agreement shall renew for successive three (3) year periods each ("**Successive Terms**"), subject to agreement between the Parties on terms and general business requirements which may apply to the renewal term.

5.03 Fees. This DISTRIBUTION AGREEMENT will be granted to _____ under the following conditions:

- An initial DISTRIBUTOR Fee of \$8,000 is due and payable at the signing of this Licensing Agreement.
- DISTRIBUTOR shall, at the time of execution of this AGREEMENT, place and submit payment for an initial order of \$1,000 for inventory which shall be shipped to DISTRIBUTOR by GREEN SAGE ECO PRODUCTS within seven business days of execution of this Agreement, and which inventory shall be stored on DISTRIBUTOR's premises, so that DISTRIBUTOR may process and ship orders as received without delay.
- After the initial inventory has been depleted, DISTRIBUTOR shall submit payment for subsequent orders at the time of ordering Products from GREEN SAGE ECO PRODUCTS.
- DISTRIBUTOR, throughout the term of the Agreement, shall be in full compliance with all the terms and conditions of this Agreement.
- DISTRIBUTOR shall not be required to meet a monthly minimum quota of purchases of the Product from GREEN SAGE ECO PRODUCTS: however, DISTRIBUTOR'S discount from

retail price shall be based on a schedule of volume wholesale purchases, which shall be provided to applicant upon preliminary approval. (EXHIBIT A)

ARTICLE VI

6.01. Registration DISTRIBUTOR's Private-Labels. DISTRIBUTOR may elect to private label Product: in which case DISTRIBUTOR shall comply with any reasonable advice of GREEN SAGE ECO PRODUCTS with respect to the registration of trademarks and service marks and with respect to the marking or labeling of the Product's Material Safety Data Sheets; provided that all such markings or labels shall be in compliance with the laws and regulations of the jurisdictions in which the Products shall be purchased and sold.

6.02. Non-Disclosure to Third Parties. It is agreed that the Parties shall be free to release to their respective senior executive company officers the terms and conditions of this DISTRIBUTOR Agreement. If such release is made, the Party disclosing this Agreement shall provide that said terms and conditions not be disclosed to any third party, within or outside of the immediate employment of the parties to this agreement.

6.03. Promotional Materials. DISTRIBUTOR may create marketing and technical materials describing the Products and its own services provided it does not deviate from the general context under which Product has been described by GREEN SAGE ECO PRODUCTS.

ARTICLE VII FORMAL NOTICES

Method. Any payment, notice, or other communication required or permitted to be given to either Party hereto shall be deemed to have been properly given and to be effective on the date of delivery if delivered in person or on the fourth (4th) day after mailing same by first class certified mail, postage paid, return receipt requested, to the rGREEN SAGE Eco Productsective address given below, or to such other address as it shall designate by written notice given to the other Party as follows:

In the case of GREEN SAGE ECO PRODUCTS:

GREEN SAGE Eco Products
c/o John Macaluso
Chief Executive Officer
180 Newport Center Drive, Suite 180
Newport Beach, CA. 92660
(949) 285-6525
johnmac@GreenSageEcoProducts.com

In the case of DISTRIBUTOR: _____
(to be supplied by DISTRIBUTOR)

ARTICLE VIII
MISCELLANEOUS

8.01. Headings. The headings of the several sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this DISTRIBUTOR Agreement.

8.02. Amendments. No amendment or modification hereof shall be valid or binding upon the Parties unless made in writing and signed by both Parties.

8.03. Merger. This DISTRIBUTOR Agreement contains the entire understanding of the Parties and shall supersede all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter hereof.

8.04. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by fax or email shall be effective as delivery of an original executed counterpart of this Agreement.

8.05. Severability. In case any one or more of the provisions contained in this DISTRIBUTOR Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions hereof, but this DISTRIBUTOR Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.

8.06. Independent Parties. Nothing contained in this Agreement shall be deemed to constitute a partnership, joint venture, employment, agency, franchise, or other form of agreement or relationship other than as set forth in this DISTRIBUTOR Agreement. Both parties shall act solely as independent contractors, and nothing in this Agreement shall be construed to give either party the power or authority, express or implied, to act for, bind or commit the other party.

8.07. Attorney's Fees and Costs; Interest. In the event that GREEN SAGE ECO PRODUCTS or DISTRIBUTOR shall commence a proceeding or bring an action to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs of litigation including costs on appeal plus interest at the highest commercial interest rate allowable by law (pre-judgment and post judgment) from the date of such default.

8.08. No-Waivers. The waiver by any party of any other party's breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach, and the waiver by any party to exercise any right or remedy shall not operate nor be construed

as a waiver or bar to the exercise of such right or remedy upon the occurrence of any subsequent breach.

8.09. Force Majeure. Neither Party shall be responsible for delay or failure in performance of any of the obligations imposed by this DISTRIBUTOR Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, court order or government interference, civil commotion, riot, war, or by any cause beyond the control and without fault or negligence of such Party.

8.10. Benefits; Binding Effects. This Agreement shall be binding upon and shall operate for the benefit of the Company, its Shareholders and their respective successors and assigns.

8.11 Survival of Certain Provisions. All warranties made hereunder, and all indemnifications granted herein, shall survive the termination of this DISTRIBUTOR Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this DISTRIBUTOR Agreement on the date set forth beside each signature below.

GREEN SAGE ECO PRODUCTS:

GREEN SAGE ECO PRODUCTS,
John Macaluso, President & CEO

By: _____

Date: _____

DISTRIBUTOR:

By: _____

Date: _____