



Eco Innovative Illumination

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Independent Dealer Agreement

Effective Date: _____

This Independent Dealer Agreement (“Agreement”) shall be effective on the Effective Date written above and is between Eco Innovative Illumination, a Saskatchewan corporation having a place of business at the address above and the individual or organization set forth below (“Dealer”). Eco Innovative Illumination appoints Dealer as an independent Dealer subject to the terms and conditions of this Agreement set forth below.

DEALER ACKNOWLEDGES HAVING READ THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND AGREES TO BE BOUND THEREBY.

Eco Innovative Illumination, Independent Dealer Agreement

1. Dealer Appointment and Acceptance

1.1 Eco Innovative Illumination hereby appoints Dealer and Dealer accepts such appointment, as a Non-exclusive Dealer of the products defined below for the term hereinafter set forth subject to the terms and conditions described herein. This appointment is non-transferable.

2. Obligations of Dealer

2.1 Dealer Introductory Package

Dealer is required to purchase the introductory package which includes a display board, 100 copies of the promotional brochures and specification sheets. The cost of this package is \$549.00 (Canadian Dollars) due immediately and package will be sent upon receipt.

2.2 Dealer's Own Account

Dealer shall purchase for resale from Eco Innovative Illumination the products at the prices provided by Eco Innovative Illumination or as provided and updated from time to time. Dealer shall conduct its business for its own account, in its own name, and not as an agent, employee, or partner of Eco Innovative Illumination. Except as expressly provided herein, Dealer shall determine in its own judgment how best to conduct its business in furtherance of this agreement.

2.3 Dealer's Business Practices.

Dealer shall co-operate with Eco Innovative Illumination in carrying out their programs and will at a minimum:

- (i) conduct business in a manner that reflects favorably at all times on the Products and Eco Innovative Illumination's goodwill and reputation;
- (ii) keep Eco Innovative Illumination informed as to any changes in Dealer's address and other contact information including Dealer's telephone number;
- (iii) be familiar with the use and operation of the Products and Eco Innovative Illuminations programs and policies.

3. Obligations of Eco Innovative Illumination

3.1 Training and Marketing Support

Eco Innovative Illumination will provide Dealer with training materials and such quantities of its product advertising and promotional materials for Dealer's use as Eco Innovative Illumination deems reasonably appropriate for Dealer's performance under this agreement subject to availability.

3.2 Advertising Policies. Eco Innovative Illumination will cooperate with Dealer in providing for continuous and effective advertising and promotion of Products and Dealers agree at their expense to participate in, actively promote, and faithfully comply with the terms and conditions of such cooperative advertising and merchandising programs as Eco Innovative Illumination may establish and offer to Dealers from time to time. Nothing herein shall prevent Dealer from separately advertising and marketing Eco Innovative Illumination Products, provided the form and content of the advertising or marketing materials is consistent with the promotional material provided by Eco Innovative Illumination.

4. Term and Termination

4.1 Term

This agreement shall become effective on the date it is signed by Eco Innovative Illumination and shall continue in effect for one year, unless sooner terminated as provided herein. This agreement will automatically renew for an additional year unless either party provides written notice of its intent to terminate the agreement.

4.2 Termination

This agreement may be terminated by either party, at its option, for any reason, and without liability to the other party, upon giving the other party written notice of termination.

5. In the event of termination by either party, any outstanding invoices or payments due to Eco Innovative Illumination shall be paid immediately.

5.1 Relationship of Parties:

The relationship of Dealer and Eco Innovative Illumination established by this agreement is that of independent contractor. Nothing contained in this agreement will be construed to create a partnership, joint venture or agency between Dealer and Eco Innovative Illumination, nor to give Dealer the authority to act as the legal representative, agent, franchisee or employee of Eco Innovative Illumination for any purpose whatsoever or to assume, create or incur any expense, liability or obligation in the name of or on behalf of Eco Innovative Illumination .

Dealer shall be solely responsible for all costs and expenses incurred by Dealer in connection with performance of its obligations under this agreement. Without limiting the foregoing, except to the extent Eco Innovative Illumination provides any marketing funds or other such programs under this agreement, Dealer shall bear all of the costs of marketing and distribution of the Product(s) including without limitation advertising or marketing expenses.

5.2 Taxes:

Dealer shall pay all applicable federal and provincial taxes, including any self employment taxes, sales, use and excise taxes and duties and tariffs relating to, or under, this agreement.

5.3 Notices:

All notices and other communications hereunder shall be given in writing and delivered to the above-noted addresses.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the effective date set forth above by their duly authorized representatives.

APPROVED AND AGREED TO this _____ day of _____, 20____:

Name (Company name if corporation)

Street Address

City, Province, Postal Code

Telephone No., Cell No., Fax No.

E-Mail Address

(Dealer – Print Name)

Title

(Authorized Signature – if corporation signer must be an owner or director)

FOR Eco Innovative Illumination – Elise Selby, Owners

(Signature)