

## IX-EL, INC. DISTRIBUTOR AGREEMENT

This Agreement is made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between IX-EL, Inc., dba Light-Life Technology, a Colorado corporation, with an office at 3182 Tipple Parkway, Erie, CO 80516, (hereinafter called "IX-EL") and \_\_\_\_\_ with an office at \_\_\_\_\_ (hereinafter called "Distributor").

The foundation of this agreement is to distribute the Light-Life® Tools to benefit all living beings and the planet.

### 1. APPOINTMENT:

- a. Subject to the terms and conditions described herein, IX-EL appoints Distributorship on a non-exclusive basis to sell IX-EL manufactured Slim Spurling Light-Life® Tools (hereinafter called "Products").
- b. Distributor agrees that neither he/she nor anyone in their company, will sell, market, or otherwise represent any reproductions of the Products.
- c. Distributor is required to:
  - i. Obtain and read the book, *In the Mind of a Master*, by Susan Anderson with Slim Spurling and study the *Slim Spurling's Universe: Introduction and Application of the Light-Life Tools* DVD.
  - ii. Watch YouTube videos by Slim Spurling and Katharina Spurling-Kaffl on the Light-Life Technology channel to understand the multiple applications of the Light-Life Tools.

Distributor Discount Options:

**Option 1:** With Products totaling \$5,000, Distributor receives 30% discount on the initial order and all following orders. Distributor orders per year need to total \$7,500 in order to maintain Distributorship and 30% discount.

Once Distributor volume is up to \$15,000 (not including the price of the initial order) within one year, the discount will be upgraded to 35%. The upgrade is not retroactive. Distributor orders per year need to total \$15,000 in order to maintain Distributorship and 35% discount.

**Option 2:** With products totaling \$7,500 Distributor receives 35% discount on the initial order and all following orders. Distributor orders per year need to total \$15,000 in order to maintain Distributorship and 35% discount.

Once Distributor volume is up to \$20,000 (not including the initial order) within one year, the discount will be upgraded to 40%. The upgrade is not retroactive.

- d. **Distributors** are invited to attend conference calls or webinars. Dates and times will be announced two months ahead of schedule. The purpose is to:
- Have their questions answered
  - Be informed about the latest developments, new products, new experiences.
  - Share experiences and offer suggestions on how we can support their business.
- e. Distributor is responsible for paying their personal and/or business income taxes. IX-EL does not withhold taxes for the Distributor, nor does IX-EL provide any tax documentation at the end of the year.
- f. Distributor agrees to hold IX-EL harmless from any claims or liability arising from or by the use of Products.

## 2. TERRITORY:

- a. Distributor agrees NOT to sell any Products to European countries and the UK (see APPENDIX C for a list of these countries).
- b. Distributor acknowledges that IX-EL does not offer territory rights.

## 3. SALES:

- a. Distributor acknowledges that sales volumes are computed on the dollar amount of Products sold by Distributor on a yearly basis. Required sales amounts are listed under APPOINTMENT, Section d.
- b. Distributor acknowledges that initial Distributor discounts are 30% or 35% based on which option was initially chosen (see APPOINTMENT, Section d). Discount levels are not retroactive. The discount amount will be decreased in the following year if required sales volume is not met in the current year.
- c. All sales orders must be accompanied with payment by PayPal, check, money order, wire transfer, or the following credit cards: VISA, MASTER CARD, DISCOVER, AMERICAN EXPRESS.

- d. All sales are final. However, IX-EL offers the Distributor an exchange of Products purchased within 30 days of initial purchase - excluding special orders and discontinued items. Restocking fees may apply, depending on item(s) returned. Item has to be in resalable condition and in its original, non-damaged package with all items originally included in the package.
- e. Products damaged in shipping must be returned for replacement within one week of receipt of delivery. Please be aware that the 3 ½ Cubit Light-Life Rings may bend during shipping. Distributors are asked to straighten 3 ½ Cubit Light-Life Rings that may have been bent slightly during shipping - returns will not be accepted because they are bent. We may bend 3 ½ Sacred and Lost Cubit Rings to fit in shipping box with other items.
- f. Distributor is required to have sales tax license for resale.
- g. Orders are typically shipped within five days of payment clearance. In order for distributors within the US to receive free shipping the minimum order value has to be \$500. We ship via US Priority Mail. If USPS Priority Express is requested, Distributor will be responsible for the shipping charges. IX-EL typically does not drop ship, except in the case of emergencies, however, shipping costs would have to be paid by Distributor.
- h. All Products will be shipped bearing the usual and customary IX-EL labeling.

#### **4. MARKETING ACTIVITIES:**

- a. Distributor agrees to sell Light-Life Harmonizers with the Products included in the original packaging.
- b. The Distributor shall ensure that the proper Registration mark (Light-Life®) is placed one time on each advertisement, websites and any other marketing materials for IX-EL, Inc. The Distributor shall ensure that any instances of the former Light-Life Tools trademark symbol ™ is replaced with the correct registration mark ®.
- c. Distributor is solely responsible for adherence to IX-EL branding guidelines and is encouraged to seek legal advice before publishing any marketing materials.
- d. IX-EL reserves the right to amend, add, or discontinue Products and prices at any time.
- e. IX-EL reserves the right to sell directly to customers.
- f. Upon termination of this Agreement for any reason, the Distributor shall immediately cease using IX-EL, Inc. Registration mark and Copyright symbols and take all appropriate steps to remove any and all advertising.

**5. DISPUTES:**

- a. Any breach of this Agreement by either IX-EL or Distributor which cannot otherwise be resolved after good faith negotiations by the parties shall be resolved as follows:
  - i. The claim shall be submitted in writing to the other party.
  - ii. Distributor and IX-EL agree to make every effort to cure the breach and resolve the dispute within 30 business days of the submission of claim.
  - iii. In the event the dispute is not resolved through the process identified above, either party reserves the right to pursue whatever legal actions they deem appropriate according to the laws of Colorado.
- b. In the event IX-EL or Distributor pursues legal action, the prevailing party shall be entitled to have all costs of such action, including but not limited to reasonable attorney's fees and court costs, directly paid, or reimbursed by the losing party to such action.
- c. Jurisdiction shall be the residing County of the office of IX-EL in the State of Colorado.

**6. TERMS:**

- a. The Distributor is solely responsible for any claims he/she makes regarding use and results of the Products.
- b. Distributor shall not act as an employee for IX-EL.
- c. Either party may, with cause, terminate this Agreement by providing written notice. Termination Date shall be 30 days after confirmed receipt of termination notice. In the event of Agreement termination, Distributor agrees to remove all promotions relating to IX-EL and Products from their website(s) and discontinue any representation of IX-EL Products, within 30 business days of Termination Date.
- d. This Agreement constitutes the entire and sole Distributor Agreement and understanding between parties and supersedes all prior written and/or oral agreements. Any modifications to this Agreement must be mutually agreed upon in advance and in writing.

\_\_\_\_\_  
Katharina Spurling-Kaffl  
President, IX-EL, Inc.

\_\_\_\_\_  
Printed Distributor Name

\_\_\_\_\_  
Date (mm/dd/yyyy)

\_\_\_\_\_  
Distributor Signature

\_\_\_\_\_  
Date (mm/dd/yyyy)

Please Initial here:
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Please also initial pages 1-5 and return the entire signed agreement to:

IX-EL, Inc.

3182 Tipple Parkway, Erie, CO 80516

Fax 303.833.9013

Email: [admin@ix-el.com](mailto:admin@ix-el.com)

Last Updated: May 23, 2022

Distributor agrees NOT to sell any Products to all 47 European countries (listed below):

Albania	Liechtenstein
Andorra	Lithuania
Austria	Luxembourg
Belarus	Macedonia
Belgium	Moldova
Bosnia	Monaco
Bulgaria	Montenegro
Croatia	Netherlands
Cyprus	Norway
Czech Republic	Poland
Denmark	Portugal
Estonia	Romania
Finland	Russia
France	San Marino
Germany	Serbia
Gibraltar	Slovakia
Greece	Slovenia
Herzegovina	Spain
Hungary	Sweden
Iceland	Switzerland
Ireland	Turkey
Republic of Ireland	Ukraine
Italy	United Kingdom
Latvia	