

Pure Enterprise, LLC

Independent Representative Application and Agreement

8967 Inverness, Washington, MI 48095

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New Representative Name:		Birth Date:
Email Address:		Cell Phone:
Delivery Address (no PO Box):		Spouse Name:
City:	State:	Zip:

Pure Enterprise L.L.C. (the "Company") and the new Representative (the "Representative") have entered into this Sales Representative Agreement ("Agreement") and agree to the terms and conditions of the Sales Representative Agreement as of this date and have received a copy of the Sales Representative Agreement and the Compensation Plan. I certify that the Social Security Number or Federal Tax ID Number entered on my W9 is my correct taxpayer identification number.

New Representative Signature

Date

Enrollment Fee \$49.00, Payment Method:

Cash MasterCard Visa Check/Money Order (make checks payable to "Pure Enterprise")

360™ Story CD What to do First CD Provided by: _____ ID# _____

Auto-Ship Information

Products	Cost	Qty	S&H	Total
			Monthly Total	

Name on Card	Exp. Date
Card Number	Code

Monthly Auto-ship Draft Date (5th or 20th): _____ C.O.D. (Y/N): _____ (C.O.D. has a \$9.00 handling charge per order)

I understand that in order to be an active representative and be eligible for discounts, commissions, overrides and bonuses I must maintain the monthly auto-ship. I authorize Pure Enterprise L.L.C. to debit this account for \$49.00 if I have indicated Visa or MasterCard as the payment method above, as well as each month for the cost of my auto-ship on the draft date indicated above. You may change your auto-ship at anytime by submitting in writing to Pure Enterprise LLC your request. The billing address for the credit/debit card must match the delivery address above.

Authorized Signature

Date

Sponsor Name:	I.D. No.
Presenter Name:	I.D. No.

For Internal Use Only: Pure Enterprise Approval: _____ Date: _____ Rep ID No: _____
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This application must be submitted with the second page and with a completed IRS Form W9 <http://www.irs.gov/pub/irs-pdf/fw9.pdf> to be an "Active" Representative. Please use a product order form for any product purchases.

INDEPENDENT REPRESENTATIVE AGREEMENT

- A. The Company markets certain products and desires to increase the sales of such products.
B. The Representative is engaged in the business of acting as an independent sales representative for the solicitation of sales products.
C. The Company and the Representative desire that the Representative act as a sales representative with respect to the Company's products upon the terms and subject to the conditions set forth in this agreement.

Now, Therefore, the parties hereby agree as follows:

1. **Definitions.** For the purpose of this Agreement, the following definitions shall apply:

(A) "Products" shall mean any and all services and products, actually or planned to be marketed by the Company, or were in development, now or in the future, but during the term of this Agreement, including without limitation, beverage products including: 360™ and NutriTwist™.

(B) "Sales" shall mean the gross amount received by the Company or Representative for the sales of Products from customers in which the Representative was directly involved in the procuring such sales, less and sales tax or delivery charges, regardless of the amount of the contract.

(C) "Business Activities" shall mean the design, development, manufacture, distribution, sales and marketing of products or services sold, distributed or provided by the Company prior to the Termination Date.

2. **Representation.** The Company grants to the Representative and the Representative accepts the appointment to act as a sales representative for the Products with the authority and responsibilities provided in this Agreement. Notwithstanding anything to the contrary in this Agreement, the Representative acknowledges, understands and agrees that the Company is permitted to pursue and solicit directly orders for products and to sell Products. The Representative shall not be entitled to any compensation in respect thereto. The Representative further acknowledges, understands and agrees that the Company is permitted to engage, appoint, or utilize any other sales representative or agent, in house or otherwise, to promote or sell Products. The Representative shall use its best efforts to market the Products.

3. Sale of the Products.

(A) Prices and Terms of Sale. All activities of the Representative in the solicitation or orders for the sale of Products shall be based on the instructions, quotations and terms of sale issued or communicated by the Company to the Representative. Sales shall be in accordance with the prices and upon the payment terms, delivery terms, and other terms and conditions of sale established by the Company and in effect at the time the order is accepted by the Company or Representative. The Company may at any time and from time to time, in its sole discretion, change the price and/or other terms pertaining to the sale of any of the Products.

(B) Purchase Orders. All purchase orders obtained by the Representative shall be forwarded immediately to the Company for processing and approval, with such orders containing a signature of an authorized officer of the customer. The parties shall mutually agree upon the form and language for any purchase order that shall be used consistent with the terms of this Agreement. In the event of a conflict between the terms of this Agreement and the terms of any purchase order, the terms of this Agreement shall control.

(C) Acceptance of Purchase Orders. All purchase orders obtained by the Representative shall be subject to acceptance by the Company at its principal office and all quotations by the Representative shall contain a statement to that effect. No contract shall be deemed to have been entered by, or become binding upon, the Company until the purchase order has been accepted by the Company. The Representative shall have no authority to make any acceptance or delivery commitments to customers. The Company reserves the right to accept, reject, cancel or refuse to renew any purchase order, or to enter into, modify, rescind or decline to enter into any agreement or arrangement with respect to sales of products on such terms and conditions as it deems advisable in its sole and absolute discretion without the concurrence or participation of the Representative. The representative shall not be entitled to any commission or any other compensation in the event the Company refuses to accept or renew or cancels a purchase order. The Company shall send copies to the Representative of any written acceptances on commissionable orders.

(D) Credit Approval. The Company shall have the sole right of credit approval or credit refusal for customers in all cases

(E) Invoices and Payments. The Representative shall not render any invoices directly to customers. The Representative may collect monies or remittance in connection with the sales of the products and in the event that the Representative shall receive or collect any such monies or remittances, the representative shall immediately thereupon deliver such monies or remittances to the Company.

4. Compensation.

(A) Commissions. The Company shall pay the Representative commissions for the sale of Products based on the instructions, quotations and terms of sale issued or communicated by the Company to the Representative. Sales shall be in accordance with the prices and upon the payment terms, delivery terms, and other terms and conditions of sale established by the Company and in effect at the time the order is accepted by the Company or Representative. The Company may at any time and from time to time, in its sole discretion, change the price, commissions, bonus plan, compensation plan and/or other terms pertaining to the sale of any of the Products.

(B) Time of Payment. The commission on a given order shall be due and payable according to the payment schedule outlined in the Company's compensation plan.

(C) Commission Charge-Back. Commissions previously paid to the Representative shall be reduced by amounts for which the Company grants a return or allowances, including bad debts, which shall be deducted from commissions subsequently payable to the Representative. Such deductions shall not exceed the amount of commissions earned by the Representative on sales of the same Product for which returns or allowances have created a charge-back.

(D) Statement of Account. A statement of the representative's account shall be given to the Representative periodically. The Representative recognizes that an error may occur in the Company's commission computation or accounting and that any such errors can be determined by his review of the statements and the Representative's own records. If any error occurs, the Representative shall promptly notify the Company in writing, and the Company shall have reasonable opportunity to investigate and correct such error. The statement made by the Company and accepted without objection by the Representative shall be deemed complete and correct and shall be binding upon all parties.

5. Duties and Authority of the Representative.

(A) The Representative shall maintain appropriate sales contact with customers and advise the company as to relevant development and activities.

(B) The Representative's authority shall be limited to the solicitation and promotion of orders for the sale of the Products for final approval by the Company.

(C) The Representative has no authority and shall not hold itself out as having authority to make any other contract or representative or to assume, create or incur any other obligation or liability of any kind, express or implied, on behalf of the Company.

(D) The Representative shall make no representatives or warranties in connection with the marketing or sale of the Products other than such as are authorized by the Company.

6. Duties of the Company.

(A) The Company shall provide the Representative with technical information, training and certain promotional materials regarding the Products.

(B) The company shall respond in a timely manner to all requests to provide a bid quotation on all of the Products submitted by the Representative.

(C) The company shall respond in a timely manner to any questions concerning the Products.

(D) The Company shall provide Product and documentation enhancements as they become available for general distribution.

7. Termination.

(A) Termination Rights. The Agreement may be terminated at will by either party with or without cause upon giving of 30 days prior written notice to the other party. The Company may terminate this agreement immediately and without prior notice for Cause (as defined below).

(B) Compensation after Termination. In the event the Representative terminates the Agreement or the Company terminates this Agreement without cause, the company shall pay the Representative compensation, in the amount and at the time set forth in Section 4 above, for all Sales of Products on purchase orders in place at the time of the termination, regardless of the time of such sales after termination. The Representative will receive a final compensation payment representing the Sales of Products on purchase orders for that final month's compensation.

(C) Caused Defined. "Cause" shall mean: (1) a breach of or failure to comply with any provision of this Agreement by the Representative; (2) if the Representative engages in, causes or permits fraud, dishonesty or other misconduct in the performance of its duties and responsibilities under this Agreement; (3) the death, disability, incapacity, retirement of the Representative; or (4) if the Representative voluntarily suspend transaction of its business, or shall not pay its debts as they mature, or shall make a general assignment for the benefit of creditors, or proceeding in bankruptcy or for the reorganization or liquidation under the Bankruptcy Code or under any other state or federal law for the relief of debtors shall be commenced by or against it, or receiver or custodian shall be appointed for a substantial portion of its properties or assets.

8. Non-Competition; Confidentiality.

(A) In consideration of the payments to be received by the Representative under this Agreement, in recognition of the highly competitive nature of the industries in which the Company conducts its business, and to further protect the goodwill of the Company and to promote and preserve its legitimate business interests, the Representative agrees that during the period commencing on the date of this Agreement and ending on the second anniversary of the Termination Date (the "Restricted Period"), the Representative shall not:

(B) Engage in any Business Activities (other than on behalf of the Company) that would be considered in competition with or be a conflict of interest with the products and services of the Company whether such engagement is as an officer, proprietor, employee, partner, investor (other than as a holder of less than 1% of the outstanding capital stock of a publicly traded corporation), consultant, advisor, representative, agent or otherwise, in any geographic area in which the products or services of the Company have been distributed or provided during the commencing on the date of this Agreement and ending on the termination date, unless these business activities have been acknowledged and approved by the Company.

(C) Other than on behalf of the Company, supply products or provide services (but only to the extent such restricted activities constitute business activities) to any customer with whom the Company has done any business during the period commencing on the date of this agreement and ending on the termination date, whether as an officer, director, proprietor, employee, partner, investor (other than as a holder of less than 1% of the outstanding capital stock of a publicly traded corporation), consultant, advisor, representative, agent or otherwise, unless these activities have been acknowledge and approved by the company.

(D) Assist others in engaging in any of the business activities in the manner prohibited to the Representative; or induce or attempt to induce employees, representatives, agents or otherwise of the Company or its affiliates to engage in any activities hereby prohibited to the Representative, or terminate their employment or arrangement with the Company or hire or engage as a consultant any employee, representative, agent or otherwise of the Company or cause any such person to be hired or engaged by a third party.

(E) During the Restricted Period, and indefinitely thereafter, except as ordered by a court of competent jurisdiction, the Representative shall not at any time disclose to anyone any confidential information or trade secret of the Company or any customer or supplier of the Company or utilize such confidential information or trade secret for his own benefit or for the benefit of third parties. All memoranda, notes, records, data or other documents, in whatever form, compiled by him or made available to him while he was engaged by the Company pertaining to the business of the Company and its customers, suppliers, and Representatives shall be the property of the Company and the Representative shall deliver all such items to the Company on the termination of his agreement or at any other time, upon request. If ordered by a court of competent jurisdiction to disclose confidential information or trade secrets of the Company, the Representative shall provide written notice to the Company of such order immediately upon receipt and shall not comply with such order prior to providing such notice.

(F) The Company and the Representation expressly understand and agree that, although the Representative and the Company consider the restrictions contained in this Section 8 to be reasonable for the purpose of preserving the Company's goodwill, proprietary rights, trade secrets, valuable confidential business interests, relationships with specific prospective and existing customers and going concern value, and to protect the Company's business opportunities, market and trade areas, if a final judicial determination is made by a court having jurisdiction that the time or territory or scope of restricted activities or any other restriction contained in this Agreement is an unenforceable restriction on the activities of the Representative, such provisions of this Agreement which are judicially determined to be unenforceable restrictive shall not be activities and territory and to such other extent as such may judicially determine or indicate to be reasonable. Alternatively, if the court referred to above finds that any restriction contained in this Section 8 is unenforceable, and such finding shall not affect the enforceability of any of the other restrictions contained therein.

(G) The Representative understands that monetary damages alone would be insufficient to make the Company whole in the event he breaches or is about to breach any of the provisions of this Section 8. Therefore, the Representation agrees that, in addition to any monetary damages or other relief to which the Company may be entitled, the company shall be entitled to obtain immediate and permanent injunctive relief in the event of any breach or threatened breach by the Representative of any provision of this Agreement, without the necessity of proving actual damages and the Representative waives any requirement for advance notification prior to the entry of such injunctive relief. Failure to seek any or all remedies in one case does not restrict the Company from seeking any remedies in another situation. Such action by the Company shall not constitute a waiver of any of its rights.

9. **Patents and Marks.** The Representative shall not use in any manner any trademarks, imprints, or service marks of the Company (the "Marks") without prior written consent of the Company, except as necessary to carry out the terms of this Agreement. If the Company gives such consent, the Representative shall use Marks strictly in accordance with such consent. Further, the Representative shall not, under any circumstances, acquire any property interest in any Marks or in any goodwill associated therewith. The Representative shall do nothing, anything to infringe, impeach or lessen the validity of the Marks.

10. **Independent Contractor.** The Representative is an independent contractor and shall not represent that it is an employee or an agent of the company. The Representative is solely responsible for any of its expenses. Unless agreed upon by both parties in writing, Each of the parties shall be solely responsible for any and all obligations incurred by each such party in the performance of this Agreement. Each party shall not right or authority to commit the other party in any manner, cause or thing whatever, without the prior written consent of such other party in any matter, cause or otherwise, or to use the other party's name in any way not specifically authorized by this Agreement. The Representative shall pay his expenses associated with travel, meals, accommodations, seminars fees and other reasonable expenses, which the Representative incurs, at the Company's request, for training related to the Products.

11. General Provisions.

(A) Indemnification. Each party shall save the other harmless from and against, and shall indemnify the other from any liability, loss, cost, expenses, attorney fees or damages, howsoever caused, sustained by any person or entity, by reason of any act, neglect, default, or omission of any of its agents or employees.

(B) Assignment. This Agreement is personal to the Representative and the Representative may not assign or transfer any part of the Representative's rights or duties under this Agreement, or any compensation due to the Representative under this Agreement, to any other person, without the prior written consent of the Company. Any purported assignment without prior written consent of the Company shall be void and of no force or effect.

(C) Binding Agreement. The covenants and agreements contained in this Agreement shall be binding upon and inure to the benefit of each party hereto, their respective successors, assigns, and legal representatives, and the parties covenant and agree that they themselves and their successors, assigns and legal representatives shall execute all instruments, releases, assignments and consents that may be required of them according to the provisions of this Agreement.

(D) Severability. If any term or provision of this Agreement or the application of this Agreement to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(E) Notice. All notices, requests, demands and other communications required or permitted to be given by either party to the other party by this Agreement shall be in writing and shall be deemed to have been duly given when actually received, or four business days after being mailed by certified or registered mail, return receipt requested, postage prepaid, or one business day after being sent by a nationally recognized overnight courier service, with charges prepaid by sender and receipted for by or in behalf of the intended recipient, in each case to the address of the other party as set forth above. Either party may change its address for purposes of this section by giving ten days' written prior notice to the other party.

(F) Modification; Waiver. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing signed by both parties. Waiver by any party of any breach or failure to comply with any provision of this agreement by the other party shall not be construed as, or constitute, a continuing waiver of such provision of any other breach of, or failure to comply with, any other provision of this Agreement.

(G) Entire Agreement. This agreement supersedes any and all other oral or written agreements heretofore made and constitutes the entire agreement of the parties relating to the subject matter of this Agreement.

(H) Headings. The headings in this Agreement are inserted for convenience of reference only and shall not be a part of or control or affect the meaning of this Agreement.

(I) Advice of Legal Counsel. The parties acknowledge that they have had an opportunity to seek the advice of their attorney regarding their rights and obligations under this Agreement.

(J) Governing Law. This Agreement shall be governed by the laws of the United States and the State of Michigan (regardless of the laws that might be applicable under principles of conflicts or choice of law) as to all matters including matters of validity, construction, effect and performance.

(K) Refund Policy. The Representative has 72 hours to receive a 100% refund of all monies received by the Company upon returning to the Company all the materials and products that were provided by the Company in the same condition that they were given to the Representative.

New Representative Signature

Date