



Bio-Cleanse Technologies Inc.

Authorized Distributor Distribution Agreement

The below named individual/entity (herein: Authorized Bio-Cleanse Technologies Inc. Distributor) agrees to the terms set forth below between the Company its subsidiaries and assigns (herein: Bio-Cleanse Technologies Inc.) and Authorized Bio-Cleanse Technologies Inc. Distributor.

In order to become a Bio-Cleanse Technologies Inc. Distributor, I, _____ agree to read, understand, acknowledge and abide by the following conditions, rules and regulations:

1. Authorized Bio-Cleanse Technologies Inc Distributor is and at all times shall remain, an independent contractor and is not and shall not be construed to be a partner, joint venture, employee, agent or participant of or with Bio-Cleanse Technologies Inc. hereafter referred to as a BCT Inc, for any purpose whatsoever. Bio-Cleanse Technologies Inc Distributor, hereafter referred as a BCT Dist. For BCT Inc are responsible for their own tax liabilities, such as but not limited to : State and Federal taxation. Sales Tax where applicable, Shipping Tax, Duties, Tariffs, and fees for Overseas or Foreign, being other than the United States, sales.
2. Authorized BCT Dist. Will not represent BCT Inc in any manner and will make no statements, claims or warranties regarding Company's subsidiaries and assigns, which are not contained in the authorized written material . Authorized BCT Dist. agrees to perform all of the obligations under this agreement in a manner consistent with all applicable laws and regulations and with the principles of good conduct and business ethics; In order to protect and enhance the name of BCT Inc, the reputation of the product, and the goodwill attached to any trade names or any trademarks in use or hereafter adopted or used BCT Inc. BCT Inc is incorporates in and subject to Tennessee State Law. You agree to submit to Tennessee State Law, in regards to business contracts and agreements, by signing this contract. Venue is Grundy County.
3. Authorized BCT-Dist., understands and agrees that the products are experimental therapeutic devices. BCT Inc products are not medical devices and are never offered or intended for medical treatment of any diseases or disorders. BCT Inc, its subsidiaries and assigns and/or any of its Authorized BCT Distributors, are prohibited from participating in any diagnosis, prognosis, evaluation, treatment, description, or management of any diseases or physical or mental disorder unless licensed under the guidelines to do so as a professional health practitioner. Authorized BCT Dist. understands and agrees that they will not make any medical claims relating to our products. The authorized BCT Dist. understands that making any such claim or statement, could have the effect of the product being determined as a medical device and subject to substantial rules and regulations under the Food and Drug Administration and/or the Federal Trade Commission. If BCT Dist. is found to make such claims the undersigned BCT Dist. Accepts full responsibility for outcome and or repercussions, judgments and or penalties caused by such statements and or claims. A violation of this condition may result in immediate termination of any relationship with BCT Inc and BCT Inc will not be held liable for statements made by the authorized BCT Dist. to customers. If the BCT Inc does terminate this agreement, in regards to its obligations, the authorized BCT Distributor agrees not to make a claim against BCT Inc its subsidiaries and assigns.
4. Authorized BCT Dist. understands that there are no guarantees of earnings. To secure the authorized BCT Dist. standing and title, new BCT Dist. must initially purchase **one of the options below**:
 - A) One BCT PER and two BCT PRO total \$5870
 - B) Four BCT PER total \$5160
 - C) Three BCT PER and one BCT PRO total \$6160

Thereafter, BCT Dist. must sell a minimum of (4) four complete BCT Systems either BCT PER systems of BCT PRO systems or a combination of either per month. IF a BCT Dist. cannot meet the minimum sales requirements, BCT Inc reserves the right to review and problem solve with said BCT Dist. Should the minimum requirements issue not be resolved, within a reasonable amount of time determined by BCT Inc this contract may be nullified. IF contract is terminated for any reason , the BCT Dist. will not be allowed to sell BCT Inc products, and will forfeit all past present and future customer base to BCT Inc.

5. The undersigned understands that:

A. All Sales are Final

B. BCT Inc will make no cash, credit card, e-check, or monetary refunds of any kind whatsoever to a person, business or entity for any reason.

C. BCT Inc, its members, shareholders, and or employs, shall not be held liable against any judgments, leans or debts accrued by the undersigned and/or his/her affiliates.

6. When a BCT Inc Dist. sponsors (The word sponsor is understood to mean: A person or business brought into successful and contractual business agreement with BCT Inc.), a person or company, and they become a BCT Dist., the BCT Dist. that has sponsored the new BCT Inc Dist. will receive a twenty five dollar bonus/commission from BCT Inc for every complete BCT PER and/or BCT PRO system sponsored BCT Dist sales, as long as both BCT Distributors qualify as Distributors in the months in which the product was sold. Commission/ bonuses are paid quarterly within fourteen business days of the following quarter or if the BCT Dist. to receive commissions has an outstanding balance commissions may be applied to that balance as partial or complete payment of balance as determined by BCT Inc. A BCT Inc Dist. that sponsors another Dist. must e-mail and confirm with BCT Inc a record of sponsorship, so that BCT Inc may pay out bonuses.

7. BCT Inc reserves the right to change and upgrade its products and marketing plan to include but not limited to, parts, packing, shipping , brochures, pamphlets, website pricing, internal structure, sales plan and any process, BCT Inc deems beneficial by redefinition for the benefit of BCT Inc and or pricing and cost in regards to the creation of efficient, effective and profitable products. BCT Distributors or their subsidiaries, may not sell any product that BCT Inc deems to be in direct conflict of interest with BCT Inc products (i.e.; competitors ionic footbath). If undersigned receives financial gain of benefit from the sales of like products that BCT Inc offers, BCT is entitled to compensation based on sales lost due to competition created by the competitive product sold. Any BCT Dist. found to be in conflict of interest and/or competition with BCT Inc is subject to contract termination. If this contract is terminated for any reason , BCT Dist. will not be allowed to sell BCT Inc products and will forfeit all past, presents and future customer base to BCT Inc. This agreement between BCT Inc and the BCT Dist. supersedes and/or takes precedence over any other agreement or contract, verbal, written, or otherwise conveyed, that the undersigned may have entered into with any other person, company, or entity, in regards to loyalty on or after the date in this agreement.

8. The undersigned agrees that a BCT Distributor must conduct him or herself in an ethical, courteous, and professional manner. If a BCT Dist. is unethical, such as, but not limited to, undercutting others, giving false information and/or conducting any business in any way shape or form that would be deemed by BCT Inc to be in conflict with the products or ethics of BCT Inc then the contract may be terminated. If the contract is terminated for any reason, including resignation of the undersigned BCT Dist., the undersigned may not sell any like product or produce any like product for resale for one year after last sales of BCT Inc product as recorded by BCT Inc. BCT Inc does not recognize any form of agreement between any party and/or parties other than original BCT Inc contracts.

9. BCT Distributors must, within thirty days of obtaining their website link their website to biocleanse.info. IF or when BCT Dist. obtains a website.

10. Authorized BCT Dist. is responsible for the individual business operations and practices, and all normal customer service conducted in day-to-day business. Authorized BCT Dist. may utilize and/or copy exactly, the authorized promotional material, website, logo, trademarks, handbooks and/or instruction guides to use for the sole purpose of promoting BCT Inc products. Authorized BCT Dist. may not set their own warranties, money back guarantees or separate agreements with their customers. The authorized BCT Dist. agrees to keep good records of product owners/customers.

11. BCT Dist. are given the opportunity to purchase a state to represent. For example: If you live in Oklahoma, you may want to be the BCT Dist for Oklahoma. The benefits of becoming a BCT Dist. for a state may include, but may not be limited to: Customer Activity produced by our website, biocleanse.info, and the advertising BCT sponsors from state to state. All literature, information, and advertising material must have our website "biocleanse.info", somewhere on the advertising material.

12. A BCT Dist. or Representative may do home shows, events, rallies, expos, fairs, swap meets, and other attractions and events in a state other than his/her own, if more than one Dist. or Rep chooses to be present, to sell BCT products, at the same event both or all parties involved must work out a joint effort to promote BCT products in a manner that benefits all parties involved. If BCT Inc deems, for any reason, that any unethical action or problematic operations have occurred by a BCT Dist. or Rep , BCT Inc may override , terminate and / or make void any operations or plans the BCT Dist./Reps have made or may be making, paid for or not. BCT Inc may cancel plans made by it BCT Distributors or Reps , or any entity representing BCT Inc Distributors or Reps, and they may not pursue any recourse, financial or otherwise against BCT Inc.

13. There are select BCT Dist. opportunities available throughout the United States and on approval—Internationally. There are no exclusive or specific geographic territories or distinct geographic regions exclusively available to any BCT Dist.. There may be several Authorized BCT Dist. or Repts in the same state if demand requires it. The minimum purchase requirements set forth by BCT Inc does not ensure the Authorized BCT Dist. a certain amount of geographic exclusivity. Authorized BCT Dist. understands that geographic business is conducted in a friendly and entrepreneurial yet, ethically competitive spirit. Authorized BCT Dist. should keep all personal data updated with BCT Inc and make any personal suggestions, customer concerns or complaints, or written testimonials known and recognized to BCT Inc to further ensure our customers satisfaction. If terminated, authorized BCT Dist. agrees to provide BCT Inc with all customers' personal contact data to ensure the utmost in customer service rights. **BCT INC agrees to provide the following for Authorized BCT-REP:**

- (a) Meticulously handcrafted and scientifically designed experimental therapeutic devices utilizing the highest quality parts and components available with a right to change, alter or improve said parts and components as necessary.
- (b) Promotional brochures, operation handbooks, and/or instruction guides and (b) ii. A BCT Distributor packet including training manual, price lists and guidelines in use or hereafter adopted or used by the BCT INC., provided by web site or physical form when available.
- (c) Complete support for Authorized BCT-REP, including equipment training, service, technical support, warrant repairs, to fulfill orders in a timely manner, ensure safety of equipment, and offer replacement parts.

14. BCT Dist. are responsible to abide by their state and local laws in regards to the conducting of their business and representing BCT Inc.

_____ Home Phone Number

_____ Cell

_____ Mailing Address

_____ Fax

_____ BCT-Dist-Number
Last Four digits of SS# and
State Abbreviation

_____ E-Mail

_____ SSN

_____/_____
Signature Date