



## INDEPENDENT ONLINE DISTRIBUTOR AGREEMENT

This Independent Online Distributor Agreement ("Agreement") is entered into as of the Effective Date (defined below) by and between:

FTR Global LLC, a North Carolina limited liability company, with a principal address at 631 Brawley School Road, Suite 300-162, Mooresville, NC 28117 ("Company"), and the individual or entity approved as a Distributor pursuant to this Agreement ("Distributor").

Company and Distributor may be referred to herein individually as a "Party" and collectively as the "Parties."

### 1. APPOINTMENT

**1.1 Non-Exclusive Appointment.** Subject to the terms of this Agreement, Company appoints Distributor as a non-exclusive independent distributor authorized to market, promote, and sell the Products (as defined below) in the Territory (as defined below).

**1.2 Independent Contractor.** Distributor operates as an independent contractor and not as an employee, partner, joint venturer, or agent of Company. Distributor shall have no authority to bind Company to any obligation.

### 2. TERRITORY

The authorized sales territory under this Agreement is **the United States and its Territories**, excluding Alaska ("Territory"). Distributor shall not solicit sales or ship Products outside the Territory.

### 3. PRODUCTS

The Products covered by this Agreement are all **ReAction® Products** as listed on the Company's official website at [www.feelthereaction.com](http://www.feelthereaction.com) ("Products"). Company reserves the right to add, modify, or discontinue Products at its sole discretion.



## 4. COMPENSATION

**4.1 Commission Structure.** Distributor shall be compensated on retail product sales only, based on the following commission rates:

- 50% on first-level, personally referred Customers;
- 35% on second-level referred Customers;
- 25% on third-level referred Customers.

**4.2 Commission Payment Schedule.** Distributions and Affiliate Commissions are calculated monthly and paid within thirty (30) days after the close of the month in which the applicable sales are recorded. Company pays on the 15th of the month following the booked Sale.

**4.3 No Commission on Non-Retail Sales.** Commissions shall not be payable on wholesale purchases, promotional items, shipping/handling, taxes or other discounted internal use purchases.

**4.4.** Company will account for, reconcile and pay Distributors Affiliates in accordance with the Commission Payment Schedule noted above, prior to disbursement of Distributor's Monthly Commissions. These Affiliate commissions will be offset prior to Commission payouts to Distributor.

## 5. BRANDING & MARKETING

**5.1 Brand Compliance.** Distributor shall use the ReAction® name, trademarks, trade dress, logos, and marketing materials only in compliance with:

- (a) the Federal Trade Commission ("FTC") regulations; and
- (b) the Company's Brandmark Guidelines as may be updated from time to time.

**5.2 Prohibited Marketing.** Distributor shall not:

- (a) alter Company marketing materials without prior written approval;
- (b) make any product claims not expressly authorized in writing by Company; or
- (c) engage in false, misleading, or deceptive advertising.





## 6. TERM & TERMINATION

**6.1 Term.** This Agreement begins on the Effective Date and continues until terminated as provided herein.

**6.2 Performance Requirement.** Distributor must maintain a monthly average sales volume as specified in the Company's distributor model. Failure to meet minimum performance standards may result in termination.

**6.3 Termination by Either Party.** Either Party may terminate this Agreement upon thirty (30) days' written notice. Company may terminate immediately for cause, including violation of Company policies, FTC regulations, or applicable law.

## 7. ORDER PROCESS & FULFILLMENT

All orders shall be placed through the Company's official ordering system. Orders are fulfilled, processed, and shipped exclusively by **ReAction® Corporate**. Distributor shall not stock or ship Products unless expressly authorized in writing.

## 8. RESTRICTIONS

**8.1 Prohibited Sales Channels.** Distributor shall not sell Products on Amazon, eBay, or other third-party marketplaces, nor through offline retail locations, flea markets, or unauthorized channels.

**8.2 No Territory Expansion.** Distributor shall not solicit or make sales outside the authorized Territory.



**REACTION®**

## **9. LEGAL TERMS**

**9.1 Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws principles.

**9.2 Dispute Resolution.** Any disputes shall first be attempted to be resolved amicably between the Parties. Failing such resolution, disputes shall be resolved in the courts of Iredell County, North Carolina.

**9.3 Entire Agreement.** This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements relating to its subject matter.

**9.4 Amendments.** Any amendment to this Agreement must be in writing and signed by both Parties.

**9.5 Severability.** If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in effect.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the Effective Date.

**FTR Global LLC**

By: \_\_\_\_\_

Name:

Title:

Date:

**Distributor**

By: \_\_\_\_\_

Name:

Title (if applicable):

Date: