



SurvivalCaveFood.com
Helping Families Prepare

800-719-7650 Office / Fax
dealers@survivalcavefood.com

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	Bill To:	Ship To:
Company Name:		
Address:		
Address 2:		
City:		
State:		
Zip:		
Company Phone:		
Cell Phone:		
Email:		
Company Structure		
Date Company Started:		
Federal Identification #:		
State Sales Tax Exemption #:	ATTACH COPY OF STATE SELLER CERTIFICATE	
Company Type:	CIRCLE ONLY ONE	
	Sole Proprietor	Partnership
	Public Corporation	Private Corporation
Seller Names: (Incl. Amazon / eBay)		
URL	http://	
Business License #:		
Business References		
	Reference 1	Reference 2
Company:		
Contact:		
Mailing Address:		
City:		
State, Zip:		
Contact Phone:		
Email:		
Payment Method		
Type of Card:	MC	VISA
	AMEX	
Account Number:		
Expiration:	Month	Year
Code:		

Dealer Signature: _____

Printed Name: _____

Title: _____

Date: _____

SURVIVALCAVE, INC.

800-719-7650 phone/fax

INDEPENDENT RETAILER AGREEMENT

AND POLICY GUIDELINES FOR RETAILING SURVIVALCAVE, INC. PRODUCTS

INDEPENDENT RETAILER INFORMATION

Company Name: _____ FEIN/SSN: _____

President/Owner: _____

Address: _____

City, State, Zipcode: _____

Telephone: _____

Email Address: _____

Website: _____

Upon acceptance, Survivalcave, Inc. grants _____, hereinafter known as the "Retailer", a non-exclusive, non-transferable license to retail, under the terms and conditions set forth below, the proprietary products of SurvivalCave, Inc. as defined in paragraph 1.1, below.

SurvivalCave, Inc. carefully selects retailers who will actively promote and support our unique, proprietary, high-quality products. Each retailer is expected to ensure that consumers are properly informed about SurvivalCave, Inc. products they purchase. Proper marketing and consumer education is critical to effective marketing.

DEFINITIONS

1.1 "SurvivalCave, Inc. Products" means any and all products developed, manufactured, and/or sold by SurvivalCave, Inc., and any of its affiliates, assignees and/or subsidiaries.

1.2 The term "Retailer" is defined as one who has the right to sell SurvivalCave, Inc. Products at retail (or discount pricing in accordance with the terms of this Agreement). A retailer is not an agent, employee, or legal representative of SurvivalCave, Inc. A retailer does not have any rights, power, or authority to incur debt, obligations, or liability on behalf of SurvivalCave, Inc.

SCOPE OF USE

2.1 The retailer may use the products: a) As an end user, for personal use; b) As a retailer to end users only.

2.2 The retailer will demonstrate and promote the products through direct sales efforts and will not engage in sales contracts or agreements with other resellers. The retailer shall not resell, wholesale, re-label, or re-distribute SurvivalCave, Inc. products to other retailers.

2.4 Regardless of any disclosure made by the retailer to SurvivalCave, Inc. of an ultimate destination of the products, the retailer agrees not to export, either directly or indirectly, any products without first obtaining license(s) to export or re-export from the United States Government, as may be required, and to comply with the United States Government Export Regulations, as applicable.

2.5 The retailer will not re-sell SurvivalCave, Inc. products under any other name or private labeling agreement with a third party without express written permission from SurvivalCave, Inc.

RETAILER TERMS AND CONDITIONS

3.1 Retailer will abide by the pricing policies defined herein.

3.2 Retailer is responsible for his/her own business, thereby assuming sole liability for self-employment, social security, federal and state taxes due on income earned.

3.3 Retailer is responsible for the collection and payment of all sales taxes due or received on products sold and will secure a State Tax Certificate in the appropriate state(s) in which he/she will do business and complying with state terms for sales tax collection and reporting, if applicable. A copy of this certificate must accompany this agreement.

3.4 Retailer will abide by all SurvivalCave, Inc. marketing policies and procedures.

3.5 Retailer will abide by all federal, state, and local laws governing the sale or solicitation of the products purchased from SurvivalCave, Inc.

3.6 Retailer is not guaranteed any income or profits as a part of becoming a retailer of SurvivalCave, Inc. products.

3.7 Retailer will not reproduce any SurvivalCave, Inc. marketing materials or literature without the expressed written permission of SurvivalCave, Inc.

3.8 Retailer will not make any production claims other than those contained in SurvivalCave, Inc. marketing literature and brochures. Retailer understands that the useful life of SurvivalCave, Inc. products can be dramatically affected by the conditions in which the End User stores and handles the product.

3.9 SurvivalCave, Inc. shall not be liable to the retailer or any third party for any incidental, special, or consequential damages, lost profits or lost savings occurring out of, or in connection with, the delivery, use, or performance of its products, or arising from the negligence of the Retailer, its employees, officers, directors, or consultants, even if SurvivalCave, Inc. has been advised of the possibility of such act, omission or claim.

3.10 Retailer understands that any outstanding fees for products and/or services rendered will be immediately due and payable. Interest may be charged to any account balance at the rate of 1.5 % monthly, or 18% annually. Accounts 60 days past due may be referred to an outside agency for collection, unless other terms are in writing and agreed upon by both parties.

3.11 Retailer understands that they are responsible for all costs, including attorney fees, related to the use of any outside collection agency.

3.12 Retailer understands that once shipment of any SurvivalCave, Inc. product has occurred, ownership of the product transfers to the Retailer.

3.13 Owner/ Authorized Officer of said Retailership personally guarantees any debts of the Retailer as consideration for any extension of credit to the retailer by SurvivalCave, Inc. This guarantee shall last so long as any debt of the Retailer remains unpaid to SurvivalCave, Inc.

3.14 Retailer agrees that SurvivalCave, Inc. does not need to litigate against the retailer prior to collecting under this guarantee. SurvivalCave, Inc. shall make demand for payment of any debt owing by the Retailer, 10 days prior to any collection efforts. Said notice shall be sent by certified mail, return receipt to the address on page 1 of this agreement. If Retailer fails to accept the certified mail, the Retailer shall be deemed to have received notice of the demand 10 days after mailing of the certified mail to the Retailer.

GENERAL

4.1 The retailer may not assign or otherwise transfer this Agreement.

4.2 In no event shall the retailer's rights or obligations hereunder be assigned or assignable by operation of law or by bankruptcy proceedings; and in no event shall this agreement or any rights or privileges here under be an asset of the retailer under bankruptcy, insolvency, or re-organizational proceedings.

4.3 Nothing obtained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between SurvivalCave, Inc. and the Retailer, or as authorizing the Retailer to act as SurvivalCave, Inc.'s agent or representative.

4.4 Notices hereunder have been in writing and shall be deemed to have been fully given and received when sent by first class mail, return receipt requested, to the respective parties at the address shown on page one hereof, or at such addresses as the parties may later specify, in writing, for such purposes.

4.5 If any party is required to engage in any proceedings, legal or otherwise, to enforce its rights under this agreement, the prevailing party shall be entitled to recover from the party in default, in addition to any other sums due, the reasonable attorney fees, costs and necessary disbursements involved in said proceedings.

4.6 ANY DISPUTES CONCERNING THE VALIDITY, INTERPRETATION OR PREFORMANCE OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR OF ANY RIGHTS OR OBLIGATIONS OF THE PARTIES HERETO, SHALL BE RESOLVED IN PLACE OR COUNTY IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA.

THE PARTIES AGREE THAT ANY AND ALL DISPUTE(S) OF THE KIND AFOREMENTIONED SHALL BE RESOLVED THROUGH MANDATORY ARBITRATION, IN LIEU OF LITIGATION IN ANY STATE OR FEDERAL COURT.

4.7 Should any of the provisions of this agreement be found to be invalid by any court of competent jurisdiction, the remainder of this agreement shall nonetheless remain in full force and effect.

4.8 No modification, addition to, or waiver of any rights, obligation or default shall be effective unless in writing and signed by the party against who such is sought to be enforced. One or

more waivers of any rights, obligation or default shall not be construed as a waiver of any subsequent rights, obligation or default.

4.9 This agreement supersedes all prior agreements and understandings between the parties relating to the subject matter and is intended by the parties as the complete and exclusive statement of terms of this agreement.

FEES AND PAYMENTS

5.1 All fees, charges, uses and other sums set forth herein are expressed in and shall be paid in United States Dollars and are non-refundable.

5.2 The Retailer shall purchase SurvivalCave, Inc. products at current Retailer pricing which is due and payable under the terms and conditions as established by SurvivalCave, Inc. SurvivalCave, Inc. reserves the right to change prices with reasonable notice, to be determined by Survivalcave, Inc.

5.3 In addition to any other sums payable hereunder, the retailer shall pay to or reimburse SurvivalCave, Inc. upon demand for amounts equal to any taxes, however designated, arising from or based upon the product purchase price, this Agreement, or use of any products for end user.

TERMINATION

6.1 This Agreement shall be in effect from the date the agreement is first accepted by SurvivalCave, Inc. and shall be valid until terminated as provided below, three (3) years hence.

6.2 The retailer may terminate this Agreement at any time by written notice thereof to SurvivalCave, Inc.

6.3 SurvivalCave, Inc. may terminate this Agreement, effective upon written notice thereof to the retailer in the event that:

a) Retailer fails to observe any of its obligations under this agreement with respect to its end users.

b) Retailer neglects or fails to perform or observe any other material term or obligation set forth in this Agreement and/or any of its attachments and exhibits, including Exhibit A Confidentiality and Non-Disclosure Agreement.

c) Retailer becomes insolvent or voluntary bankrupt, or if an involuntary petition in Bankruptcy is not dismissed within (90) calendar days of filing, or if a receiver, assigned or other liquidating office is appointed for all or substantially all of the business of the retailer or if the retailer makes an assignment for the benefit of creditors.

d) SurvivalCave, Inc. may terminate this Agreement at any time by written notice thereof to the Retailer.

6.4 Upon termination of this agreement, for any reason whatsoever, the Retailer shall immediately discontinue all sales and advertisements of SurvivalCave, Inc. products.

6.5 The provisions of this agreement with respect to the confidentiality of SurvivalCave, Inc. copyrights, proprietary rights and/or trade secrets shall survive any termination of this agreement.

TITLES, COPYRIGHT, PROPRIETARY RIGHTS AND TRADE SECRETS

7.1 The retailer understands and agrees that SurvivalCave, Inc. products embody substantial creative efforts. Any and all proprietary rights and trade secrets in products are and remain the property to SurvivalCave, Inc.

7.2 Aspects of the products that are SurvivalCave, Inc. trade secrets include the ingredient/material composition of the products and associated recipes, designs, and manufacturing processes, whether or not registered or patented by SurvivalCave, Inc.

7.3 The retailer shall not alter or remove any SurvivalCave, Inc. copyrights, proprietary rights, and/or trade secret notices.

7.4 The retailer shall not utilize SurvivalCave, Inc. copyrighted material, product names, or SurvivalCave, Inc. registered or trademarked names in any advertising, promotional material, catalogs, or sales material without express written permission from SurvivalCave, Inc.

7.5 The retailer shall not utilize SurvivalCave, Inc. registered or trademarked names in conjunction with any other company or business name without express written permission from SurvivalCave, Inc.

POLICY PRICING GUIDELINES MINIMUM ADVERTISING PRICING (MAP)

8.1.1 Failure by a retailer to comply with the SurvivalCave, Inc. advertising and resale guidelines, including SurvivalCave Inc.'s minimum advertising pricing terms, detracts from SurvivalCave Inc.'s successful marketing approach. In order to support "brick and mortar" operations as well as retailers who market only through the internet, we expect the following: All prices for SurvivalCave, Inc. products posted in any advertising medium shall not be below the Minimum Advertising Price provided to the retailer by SurvivalCave, Inc. We believe this will create a level playing field for all retailers. Retailers may discount products in their normal course of business to help secure sales via telephone, emails, or other non-mass communication modalities. However, under no circumstances shall any product(s) of SurvivalCave, Inc. be mass marketed at any price below the Minimum Advertising Price (MAP). SurvivalCave Inc. believes excessive long-term is discounting will deteriorate and undermine the marketing, service and sales for retailers.

8.1.2 SurvivalCave, Inc., at its discretion, retains the right not to accept orders from any retailer that does not comply with its advertising and resale guidelines, including selling products at a price below SurvivalCave, Inc.'s minimum advertising price. SurvivalCave, Inc. may modify this policy at any time without written notice to its retailers.

8.1.3 SurvivalCave, Inc. employees and sales representatives may independently monitor our retailers' advertising and resale activities, including discounting policies.

8.1.4 Companies requesting consideration for a retailer account must meet at least one of the following criteria

- Have a large sphere of influence such as a newsletter circulation, catalog distributorship or large networks or active in a marketing organization.
- Have a product mix in your current business that is associated with our industry.

• Demonstrate that you operate an active and on-going business, with a track record, that is predominantly involved in the survival product industry and specifically in retailing products to the survival product market and related markets. New businesses may be considered for retailer accounts, at the discretion of the management of SurvivalCave, Inc., and may be required to submit for review, a formal business plan, financial statement/report, and/or other documentation prior to acceptance as a retailer, which establishes the company's ability to market our products.

8.1.5 SurvivalCave, Inc. reserves the right to refuse any company or individual retailer status. Receiving an Independent Retailer Agreement for completion and review does not guarantee Retailer account with SurvivalCave, Inc.

ADDITIONAL REQUIREMENTS

9.1 Trade show, gun show, "prepper" show and the like:

It is further understood that in order to protect the profitability / viability of all retailers interest that prior to selling Survivalcave, Inc.'s products at any open venue retailer understands that they will need to secure prior approval before selling, displaying or otherwise offering Survivalcave, Inc. branded products. Failure to adhere to this requirement may constitute revocation of retailer account.

9.2 DBA Names and Aliases

All retailers are assumed to be offering Survivalcave, Inc. branded products under the name listed on this agreement with Survivalcave, Inc. If retailer assumes or uses any other name other than the company name listed in retailer agreement they must first notify Survivalcave, Inc. of this alternative identity. This requirement applies not only to retailer website, stores and vending locations but also extends to selling venues such as Amazon, eBay and any other sites that may be used for retailing Survivalcave, Inc. products.

9.3 Survivalcave, Inc. notifies retailers of sales, price changes, back order and out of stock items via email. Survivalcave, Inc. is not responsible for any unreceived emails if the retailer has: a) opted-out of Survivalcave, Inc.'s mailing list; b) changed primary contact email without notifying Survivalcave, Inc. in writing; c) received Survivalcave, Inc.'s email into their spam folder. Survivalcave Inc. recommends adding the following email addresses to your email server's white list: jfisher@survivalcavefood.com, jessica@survivalcavefood.com, dealers@survivalcavefood.com, info@survivalcavefood.com, sales@survivalcavefood.com

TO MAINTAIN YOUR RETAIL ACCOUNT WITH SURVIVALCAVE, INC

ORDER REQUIREMENTS

These are certain requirements that retailers must meet when placing an order with SurvivalCave, Inc. They are as follows:

•Payment Terms: Payment is due in full, prior to shipment, on all orders. Acceptable methods of payment are company credit card, certified draft, inter-bank electronic fund transfer, or other guaranteed form of payment. Other arrangements require the approval of SurvivalCave, Inc.

- Orders, Changes, Cancellations: are accepted either via email or FAX only. No original orders, change requests or cancellations will be taken over the phone.
- Orders must be placed online through our website with your log-in. If there are circumstances preventing online ordering you must either submit Survivalcave, Inc.'s custom retailer order form (#14RO) or send a company specific purchase order on approval. All forms of order submission must include: accurate billing name, address and telephone number; accurate shipping information including end user (or retailer for stock orders) name, address and telephone number; payment method; products to be shipped including quantities and subtotals. All shipping fees and drop ship fees will be added as per Survivalcave Inc.'s pricing structure.
- Restocking Fee of 15%: SurvivalCave, Inc. charges a restocking fee of fifteen percent (15%) of the wholesale cost for situations, further described herein, which result in cancellations, substitutions or refused orders that are initiated by the retailer and correctly executed by SurvivalCave, Inc.
- Any cost incurred from Call Tags: on returned shipments due to difficulties initiated from the customer will be paid by the retailer.
- Any special shipping requirements must be clearly marked on each order and approved by Survivalcave, Inc..
- Damages to product(s) as a result of shipment handling must be both submitted to Survivalcave, Inc. AND to the shipping company at time of receipt. Damages to freight shipments must be noted on both the driver copy and recipient copy of the delivery receipt. Notification of damages does not guarantee product replacement. All shipment damages must be approved through the shipping company for replacement products to be received.

NOTE:

The retailer will pay all shipping charges accrued from items being returned from an End User as well as reshipments.

SHIPPING COST AND RESTOCKING FEES

- Any shipping cost required to ship product to the End User to be paid by the retailer in accordance with Survivalcave, Inc. wholesale pricing structure. A minimum shipping cost of twelve dollars (\$12.00) shall apply to all orders unless already included in product price structure.
- Any shipping costs incurred from changes initiated by the retailer or their customer and correctly executed by the SurvivalCave, Inc. prior to shipping can be executed at no charge or expense to the retailer. Such requests are accepted in writing via FAX or email only.
- The retailer will be charged a 15% restocking fee for cancellations or product changes initiated by the retailer and correctly executed by SurvivalCave, Inc. which occur after the order has been shipped.
- The retailer will be charged a 15% restocking fee on all the products returned due to cancellation, substitutions, or refused orders that are initiated by the retailer and correctly executed by SurvivalCave, Inc.

•Any shipping cost incurred from special situations or difficulties with an order that are determined a result of an error on the part of SurvivalCave, Inc. will be absorbed by SurvivalCave, Inc.

•Any shipping cost incurred from special situations or difficulties with an order that are determined a result of an error on the part of the retailer will be billed to the retailer.

Note:

Any exceptions to this policy are at the discretion of SurvivalCave, Inc. and must be approved by the Customer Service Supervisor or an authorized SurvivalCave, Inc. Representative prior to implementation.

ACCEPTANCE OF INDEPENDENT RETAILER AGREEMENT

The Retailer acknowledges that he/she has read all pages of this Agreement, understands it and agrees to the complete and exclusive statements of the Agreement between the parties. This Agreement supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, SurvivalCave, Inc. and the Retailer have caused this Agreement to be executed by their duly authorized and empowered officers or representatives as of the dates set forth below.

ACCEPTED BY:

Retailer Name Printed

Authorized Signature

Print Name and Title

Date: _____

SurvivalCave, Inc.

Authorized Signature

Print Name and Title

Date: _____

EXHIBIT A

SurvivalCave, Inc.**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

It is understood and agreed to that the Discloser and the Recipient may, in the course of their business dealings, exchange certain information that may be considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

1. The confidential information to be disclosed by Discloser under this Agreement ("Confidential Information") can be described as and includes:

Technical and business information relating to Discloser's proprietary ideas, patentable ideas copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

In addition to the above, Confidential Information shall also include, and the Recipient shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed by Discloser in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by Discloser in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to Recipient within thirty (30) days of the disclosure.

2. Recipient shall use the Confidential Information only for the purpose of evaluating potential business and investment relationships with Discloser.

3. Recipient shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of Discloser. Recipient shall have satisfied its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.

4. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information (a) that was in Recipient's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Discloser; or (e) is independently developed by Recipient.

5. Discloser warrants that he/she has the right to make the disclosures under this Agreement.

6. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

7. Neither party has an obligation under this Agreement to purchase any service, goods, or intangibles from the other party. Discloser may, at its sole discretion, using its own information, offer such products and/or services for sale and modify them or discontinue sale at any time. Furthermore, both parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.

8. Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party's decision to use or rely on any information exchanged under this Agreement.

9. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that Discloser shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.

10. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the State of Virginia, U.S.A. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the State of Virginia, U.S.A.

11. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Recipient of Confidential Information:

Name (Print or Type): _____

Company: _____

Title: _____

Address: _____

City, State & Zip: _____

Signature: _____

Date: _____

Discloser of Confidential Information:

Name: J.R. Fisher

Company: Survivalcave, Inc.

Title: President & CEO

Signature: _____

Date: _____