

## Distributorship Contract for M-Factor 21st!

I Michael R Combs the owner of M-Factor 21<sup>st</sup>! Company, do hereby grant a Distributorship for selling the M-Factor! Product for the M-Factor 21<sup>st</sup> Company formed and maintained in the State of Kansas, in Sedgwick County, in the City of Wichita, at 514 Dunsworth Apt D, 67212.

On the month of \_\_\_\_\_ on the \_\_\_\_\_ Day of the Year of \_\_\_\_\_

To: \_\_\_\_\_ in The State of \_\_\_\_\_

in the County of \_\_\_\_\_ in the City of \_\_\_\_\_

at the Address of \_\_\_\_\_

Is Granted a Distributorship Area Unit by M-Factor 21<sup>st</sup> Company for selling the company's ALL VEHICLE, ALL SURFACE CARE PRODUCT IN ONE SPRAY BOTTLE product, named M-Factor!

**One Distributor Area Unit** will comprise of an approximate population of 50,000 to that Distributor with all the homes and businesses contained in that area. This assignment of Distributor Area Units is to control, protect, maintain, and support sales opportunities to the stated person written above as a Distributor for M-Factor 21<sup>st</sup> Company.

**A Distributor Area Unit or the DAU** is formed for the benefit of the Distributor. This area will not be so large where it might overwhelm the seller of M-Factor! However the DAU will be substantially large enough to maintain an ongoing, growing, thriving, and profitable business. This DAU works for the M-Factor 21<sup>st</sup> Company as well as the Distributor, so the Company will not over extend itself in supply of M-Factor! to the Distributor. A balance of supply and demand must be maintained for proper business growth.

**The Distributor must supply a Map or a representation of area to M-Factor 21<sup>st</sup> Company** in showing the DAU of their choice, showing the distance in boundaries in the directions of North, South, East and West. It is the responsibility of the Distributor to operate within that DAU and not beyond. However anyone coming from outside the DAU going inside that DAU for a purchase of M-Factor! will be that customer's choice, and no one can dispute any such business transaction for it is proper and legal for a customer to make that choice of purchase.

**To maintain the Distributor's DAU**, the Distributor must purchase a minimum of 1 12 quart bottle case of M-Factor! per month to maintain a DAU. This action demonstrates that the Distributor is serious and earnest in selling M-Factor! for the M-Factor 21<sup>st</sup>! Company. This action will also demonstrate to the M-Factor 21<sup>st</sup>! Company that the Distributor with their DAU, is able and qualified to sell any such product. If it turns out to be a financial burden to the Distributor in purchasing the 1 case of M-Factor! in the quart size spray bottles, then M-Factor 21<sup>st</sup>! Company can waive that requirement for a limited number of months.

**Should a Novice Distributor prove their sales of M-Factor!** in the quart size spray bottle, A larger or additional DAU may be granted to that Distributor.

**Exclusive or Nonexclusive Distributorship** may be either exclusive, where there will be no other distributor in the territory; or nonexclusive, where the new distributor might be one of several distributors franchised in the territory. This can be an option for the more experienced and successful Distributors sometimes that will form an agreement in purchasing a higher number of cases of M-Factor! in the quart size spray bottles. To have a Business Distributor with a larger DAU that could be City wide and or County wide should answer their incentive to allocate adequate resources toward development of sales for the manufacturer. Once M-Factor 21<sup>st</sup>!

Company agrees to a more exclusive DAU territory, this forfeits M-Factor 21<sup>st</sup>! Company to add any other Distributors in this area. This agreement will last as long as the Distributor that has acquired this DAU territory is justified by keeping sales of M-Factor! in the quart size spray bottle at a profitable standing. M-Factor 21<sup>st</sup>! Company may choose to not offer an Exclusive Right to an enlarged DAU territory comprising of a City or County, but by agreement may only have one Distributor assigned to that City or County period.

**This Distributor DAU Contract** is a binding agreement to both M-Factor 21<sup>st</sup>! Company, and the M-Factor! This binding contract is for both M-Factor 21<sup>st</sup>! Company and the M-Factor! Distributor with their DAU to serve each other in every capacity but not in servitude or coercion, but in a Brotherhood of friendly business. This contract can be dissolved by any one side at any time, so there is no Contractual or Financial burden to any one side.

**In the formative stages** of the M-Factor 21<sup>st</sup>! Company, all purchases of M-Factor! product cases must be paid up front before the Case of M-Factor! will be shipped out.

**M-Factor 21<sup>st</sup>! Company** has a suggested minimum retail price of \$27.50 per quart of M-Factor! in spray bottle, and will not be condoned to be sold below the suggested retail price of \$27.50 per quart of M-Factor! in spray bottle! It is not the Intention of M-Factor 21<sup>st</sup>! Company to encourage Price Wars. You may sell M-Factor! in quart size spray bottles above the suggested retail price of \$27.50 but not below. The only way for M-Factor 21<sup>st</sup>! Company and its Distributors to maintain a good profitable business is to forbid Price Wars!

**Misrepresentation** of M-Factor! is strictly forbidden! You will find that you will not have to build up or elaborate M-Factor by made up capabilities and claims. M-Factor! isn't SLICKER but is SMOOTHER. A Slicker surface usually means wet, and M-Factor! always leaves a SMOOTH DRY TO THE TOUCH SURFACE. M-Factor! doesn't leave a FOOT DEEP SHINE, but it does leave a SKY DEEP SHINE! It is best for you to read about M-Factor! on our Website, to learn about M-Factor's Abilities, and Capabilities as an ALL VEHICLE, ALL SURFACE CARE PRODUCT IN ONE SPRAY BOTTLE!

**Welcome** to M-Factor 21<sup>st</sup>! Company. You will Now Be Selling An American Made Product, Made In An American Company, Made By Americans, to Be Sold To Americans!

**OVER EXTENDING THE RESPONSIBILITIES OF M-FACTOR 21<sup>st</sup>! COMPANY!** M-Factor 21<sup>st</sup>! Company forbids selling cases of M-Factor! quart size in spray bottles to be sold to companies in China, Japan, Tia-wan, Malaysia or any other Asian country. This venue of business can lead to business suicide! Avoid large companies like Walmart, because they can make a large order, cancel it, and buy the company for pennies on the dollar. Supplying M-Factor! to a company that has over a 1,000 stores will over extend our company and leave it vulnerable to Hostile Company attacks, Take Overs and Law Suits. Home Shopping Channels will want to sell M-Factor! for a large discount, leaving you in slave labor for little profit and free family time. Should any M-Factor! Distributor sign any contract with Mega-Giant Companies for supplying M-Factor! in the quart size Spray bottle will have sole responsibility of its consequences. M-Factor 21<sup>st</sup>! Company will have nothing to do with this type of business, and is innocent and is non-liable of any unwise and non-responsible business ethics as stated above!

**LAW SUITS – If you have a history of law suits in suing companies that you have worked for or any business association like a distributorship that ended requiring legal-council, leave an attached explanation to this Distributor Application.**

More Amendments may be added when needed and required but in a timely manner with ample notice to the Distributors.

A description of the Distributors DAU must be specified below.

Enter description of DAU Here:

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Mail completed Copy to:

M-Factor21st  
514 Dunsworth Apt D,  
Wichita KS 67212

Attach DAU MAP Here: