



Fax completed application to : (714) 442-2624

You must also mail the completed application to:
Foot Relief Insoles
1320 Standiford Ave. Suite 4 PMB # 133
Modesto, CA 95350

Independent Distributor Application and Agreement

Referring Distributor # _____

First and Last Name: _____

Business Name / DBA: _____

Type of Business: Corporation LLC Partnership Sole Proprietor

EIN or SSN: _____

Resale or Reseller # Enter that number here if you are required to have one: _____

Daytime Telephone: _____

Cell Phone: _____

Fax Number: _____

Contact Email: _____

Street Address: _____

City: _____

State: _____

Zip Code: _____

Country: _____

I hereby represent that I am authorized to do business in the state for which I am applying to become an independent Foot Relief Insoles Distributor and that I have read and agree to the Foot Relief Insoles Independent Distributor Agreement.

Signature: _____ Date: _____

Independent Distributor Terms and Conditions and Agreement. By signing the Independent Distributor Agreement form you agree to the following:

As an Independent Distributor for Foot Relief Insoles you will be allowed to purchase available products from the distributor center at prices below suggested retail. Wholesale rates are determined by accumulative quantity purchased. Products are offered to registered Independent Distributors at wholesale rates with the understanding that the independent distributor will resell products using retail or direct marketing methods. Independent Distributors agree to treat as confidential all information supplied by Foot Relief Insoles and FootReliefInsoles.com and not to use this information for any purpose other than promoting and selling the products.

Independent Distributors understand and agree that in order to buy products wholesale from Foot Relief Insoles with the intent to resell for profit they may be required by law to obtain one or more of the following: A Business license, DBA, Incorporation, State Tax ID number, Federal Tax ID Number, Resale or Sellers Permit, Special permits or licenses, local permits or licenses, liability insurance, and or other permits and licenses specific to your city, county, state, region or country and Independent Distributors understand and agree that Foot Relief Insoles is not responsible for the failure of an Independent Distributor to fully comply with all applicable city, state, county, and federal laws pertaining to owning or operating a retail business and distributor agrees to hold Foot Relief Insoles and FootReliefInsoles.com harmless from any liability, loss, claim and expense including attorney's fees related to an Independent Distributors failure to obtain proper required legal documentation or failure to abide by legal requirements.

Becoming a Foot Relief Insoles Independent Distributor does not automatically entitle you to sell all products shown on the Foot Relief Insoles website. Some products are sold by enrollment with third party companies which you may subscribe to at your own discretion. Those links will be available in the distributor center.

Independent Distributors understand that there are no territory restrictions. Independent Distributors agree that location, venue, or event is on a first come first serve basis and agree not to register a location, venue, or event that is already registered by another Foot Relief Insoles Independent Distributor without their expressed written consent. Any independent Distributor who knowingly violates this section will be denied access from purchasing products wholesale from Foot Relief Insoles.

Independent Distributors agree to represent the Foot Relief Insoles name in its best interest and agree to not to make false statements or any false medical claims about products distributed by Foot Relief Insoles. Independent Distributors agree to use only known true statements about our products and those terms and statements found within the marketing materials in the Distributor Center.

Independent Distributors understand and agree that products, prices and payment terms may be changed from time to time by amendment, deletion or addition. Distributors understand and agree that products, wholesale prices, retail prices, and payment terms will be disclosed within the distributor center you will be notified of changes by email only. Where reasonably possible the distributor will be notified of changes in advance.

Independent Distributors understand and agree that they may sell or promote other foot or health related products not listed in the Foot Relief Insoles website along with Foot Relief Insoles products listed in the distributor center as long as they do not interfere with the mission of "health related" products or as not prohibited by location, venue, or event. Additional products sold at a location, venue, or event that would lead to termination of Foot Relief Insoles products being included at said location, venue, or event will cause you to forfeit that event and leave it open to other Independent Foot Relief Insoles Distributors. Independent Distributors agree to make known all products they intend to sell at a location, venue, or event and agree to clear all products with management of a location, venue, or event to determine which of our products you can contract to display and sell.

Independent Distributors agree not to falsely substitute alternative products for products offered through Foot Relief Insoles or falsely substitute Foot Relief Insoles products for products not offered through Foot Relief Insoles following a customer product replacement request unless the customer knowingly agrees to the substitution with a comparable product after involved Independent Representative fully discloses the comparable product to be substituted. Marketing material and display of product along with the offer of a test will be considered an effort of full disclosure of a substitution on the part of the Independent Distributor.

Independent Distributors agree that Foot Relief Insoles and all other products offered through Foot Relief will be represented using the product name contained within the marketing materials and website of FootReliefInsoles.com and that all other products sold or marketed along with Foot Relief Insoles products that are not part of the Foot Relief Insoles product family will be marketed by their unique name to be fully disclosed to the customer at time of purchase or inquiry. Independent Distributors agree to abide by this section all sections of this agreement and agree that prohibited actions mentioned in this agreement which are violated by an Independent Distributor, or actions that lead to forfeiture of a location, venue, or event will be considered unethical and will result in the immediate termination of involved independent distributor and will cause forfeiture of all future locations, venues, or events held by violating Independent Distributor. Foot

Relief Insoles considers these practices unethical. Future site access will also be immediately terminated.

Foot Relief Insoles will accept orders from Independent Distributors and use its best efforts to deliver them within a reasonable time. Foot Relief Insoles will provide Independent Distributor wholesale order support and customer retail support for internet and mail orders first by email and online communications then by phone and fax as may reasonably be required to promote and support the products. Most support issues are often resolved through the internet.

Independent Distributors understand and agree that no direct support is given for any actions other than Independent Distributor Sign-up, Wholesale Order Requests, Retail Order Requests, and Online Reporting with the exception of links contained within the distributor center which lead additional services. Obtaining all products, marketing and promotional materials, applications for locations, venues, or events, scheduling, contracting, booth equipment, clothing and all other aspects of running a successful business are the sole responsibility of the Independent Distributor. Links to information, products, and additional services that would help to build a successful business are located in the distributor center free of charge but may require an investment on your part to obtain listed information, products, or services.

Independent Distributors will be credited for end-user sales made directly through the Foot Relief Insoles web site and for mail orders, re-orders, and competitor replacements sent to Foot Relief Insoles. Credit for these orders will be available online in the distributor center which can be accessed using your unique 4 digit PIN code issued at time of application approval. No personal information will be contained within this area other than dealer number and current orders. No dollar value will be shown. Commissions will be determined based on Independent Distributors current wholesale rate based on wholesale volume and by type of sale. Commissions can be determined by multiplying current wholesale rate by number of sales and type of sale and by product type. Independent Distributors will receive a forwarded email notifying them of each order placed and monthly emails containing end of month earnings statements and wholesale order reports.

Independent Distributors understand and agree that Foot Relief Insoles will accept orders by mail, or online. Usually orders will be confirmed within 24 hours of receipt. Shipping of product is undertaken for Independent Distributors for orders sent directly to Foot Relief Insoles on behalf of an Independent Distributor and additional money collected at time of payment above Distributors current wholesale rate will be returned to Independent Distributor minus shipping and handling cost.

Independent Distributors agree that Foot Relief Insoles is not responsible for fraudulent payments made by Credit Card to Foot Relief Insoles for products or services and that no credits or payments will be made on fraudulent or invalid transactions.

Independent Distributors understand and agree that payment for wholesale orders that will be used for resale by Independent Distributors or services pertaining to Foot Relief Insoles will be paid for at time of order unless a separate agreement has been made in writing with Foot Relief Insoles. If a separate agreement for payment of Foot Relief Insoles products and services has been made, the distributor shall pay on the arranged amount as agreed or pay an additional 3% per month interest and late payment fee to be added and compounded to the entire amount due in the original agreement until the entire amount due is received. Foot Relief Insoles does not accept line or letter of credit against products or services. All products and services purchased from Foot Relief Insoles must be paid at time of order unless a separate agreement has been made.

Independent Distributors understand and agree that should Foot Relief Insoles need to engage the services of a law firm, solicitor, or debt collection agency to assist in the collection of the payment from the Independent Distributor, then the distributor agrees to pay Foot Relief Insoles the full costs and commissions charged by the law firm, solicitor, or debt collection agency for such services plus an additional administration fee to compensate Foot Relief Insoles for the additional administrative and management time required to collect the outstanding payment billed at current allowable fees.

Independent Distributors understand and agree that all replacements for warranty of Foot Relief Insoles and other products covered by warranty sold through Foot Relief Insoles are accepted and replaced without charge to Independent Distributors while still covered by the original warranty.

Independent Distributors understand and agree that all products sold direct through the FootReliefInsoles.com website are subject to a return for a full refund providing they are returned in brand new unused condition and with original packaging and marketing materials. Insoles that have been placed in shoes and worn by customer or other health products purchased by a customer are not subject for return due to our no refund policy for hygienic purposes. In cases where a product was ordered falsely or without permission of, or on behalf of another where the charged party requests a refund, the Independent Distributor whose ID number appears on the order or original packaging will be charged back payments received. Charge backs will appear on the next available positive monthly invoice and will be debited from total payment due to Independent Distributor. A restocking fee not to exceed 10% may be applied to Independent Distributors accounts for excessive returns on products and services purchased through the

Foot Relief Insoles website at the option of Foot Relief Insoles. Foot Relief Insoles products and services sold directly by Independent Distributors are subject to direct return and are not the responsibility of Foot Relief Insoles. Failure of Independent Distributors to resolve a return request of brand new unused products that results in the facilitation of Foot Relief Insoles to resolve the dispute will result in a charge back that will appear on the next available positive monthly invoice and will be debited from total payment due to Independent Distributor. In cases where Foot Relief Insoles is involved in the facilitation of return or product dispute, there will be a 15% restocking fee charged to the Independent Distributor whose number appears on the invoice or packaging. Independent Distributors agree to make every effort to keep their direct customers happy so that Foot Relief Insoles does not have to facilitate customer's returns or return attempts.

Independent Distributors understand and agree that Foot Relief Insoles reserves the right to terminate access to the Foot Relief Insoles distributor pages without notice in the event of a gross breach of conditions or abuse of the site or products.

Independent Distributors understand and agree that they are also governed by our standard privacy statement and terms and conditions below:

Privacy Statement and Terms and Conditions:

FootReliefInsoles.com, Foot Relief Insoles, the owners, and developers, understand the importance of handling Independent Distributor and customer information in a professional and confidential manner. We know that privacy is an important element of our Independent Distributors and customers' confidence in us and we understand that our Independent Distributors and customers expect us to collect and retain personal information responsibly.

Safeguarding Information:

We take great care to ensure your personal information is kept safe. Only the owners and content developer has access to your information. FootReliefInsoles.com does not store any personal information you submit to us in unprotected areas of our website. Information that is submitted through forms located throughout the FootReliefInsoles.com website and stored in protected folders is removed daily. These folders are not accessible by the general public.

Information Sharing:

Information submitted to Foot Relief Insoles or to FootReliefInsoles.com directly is never shared with anyone outside of the owners and developers of Foot Relief Insoles. Information that is submitted through third-party advertiser links found on the FootReliefInsoles.com website falls under the privacy policies of said advertisers.

Type of Information we collect:

Foot Relief Insoles collects only that information necessary to facilitate the operation or fulfillment of a, product, service, event, contest, or other activity that you have elected to participate in. Generally this consists only of basic information including your Name, Email Address, and your telephone number, however may include other personal information. This information is kept for use by Foot Relief Insoles only and for the intended purpose in which it was collected. Each application will have its own terms and agreement located near the submit button that you may review prior to submitting your information. Those terms of agreement shall reflect this privacy policy.

Removal:

If you have filled out a form with Foot Relief Insoles or at FootReliefInsoles.com and wish to be removed from mail or email solicitations, just send us the words "REMOVE" with any address or email addresses you are subscribed with.

Cookies:

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Links:

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Children:

Foot Relief Insoles and FootReliefInsoles.com does not knowingly market to, or solicit, or collect personal information from children under age 18.

Confidentiality of Information:

Foot Relief Insoles and FootReliefInsoles.com has taken reasonable steps to ensure the confidentiality of information taken at this website and transmitted via the Internet. However, unexpected changes in technology may be used by unauthorized third parties to intercept confidential information and we cannot be responsible should confidential information be intercepted and subsequently used by an unintended recipient.

Website Content and Material:

The information and materials contained in this website, including but not limited to these Terms and Conditions and any product information, are subject to change without notice. Users are deemed to be apprised of and bound by any such changes. Not all products and services are available in all geographic areas. Your eligibility for particular products and services is subject to final determination and acceptance by FootReliefInsoles.com or the third-party advertiser you are applying to.

Waiver and Severability:

Any waiver of any provision contained in these Terms and Conditions shall not be deemed to be a waiver of any other right, term or provision of these Terms and Conditions. If any provision in these Terms and Conditions shall be or become wholly or partially invalid, illegal or unenforceable, such provision shall be enforced to the extent it is legal and valid and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

Updates:

Please check periodically for changes.

Spam:

FootReliefInsoles.com will never send unsolicited email. All email that is sent by FootReliefInsoles.com is sent to persons who have contacted us in the past and have had a business contact with FootReliefInsoles.com of some kind, or individuals that have subscribed to a particular service, contest, or other subscription. All requests to be removed from further contact with FootReliefInsoles.com will be honored.

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Signature: _____ Date: _____