	Document Number/Name: F0223 Prospective Distributor Application	Rev: 1	Effective/Revision Date: July 10, 2018	Page 1 of 7
	Prepared By: Lani Viacrusis	Approved By: Bee Wood	Approved By:	

A. Company Information

Business Name:	_____
Contact Name:	_____
Contact Email:	_____
Business Type:	<input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input type="checkbox"/> Manufacturing <input type="checkbox"/> Service <input type="checkbox"/> Other _____
Business Federal ID#	Years in Business

Contact Information

Address 1:	_____		
Address 2:	_____		
City:	_____		
State/Province:	_____	Zip/Postal Code:	_____
Country:	_____		
Work Phone:	_____	Fax:	_____
Home Phone:	_____	Website:	_____

B. Current Business

- Please provide a few paragraphs describing your company and capabilities, including facilities, technical expertise, distribution channels, sales force, etc.

- Is your organization exempt from taxation? Yes No If No, State: _____

- If applicable, Tax Exempt Number: _____ Tax ID#: _____

- What is your experience with Probiotics?

- How did you learn about SCD Probiotics? Who referred you?

C. Distribution

SCD Probiotics • 1710 Walnut Street, Kansas City, MO 64108 • www.SCDProbiotics.com • Tel: 913.541.9299 • Fax: 816.471.1404
This document comes to you digitally to help reduce paper waste. **THINK GREEN** and consider the environment before printing!

I. Targeted Industry/Industries


- | | |
|---|--|
| <input type="checkbox"/> Human Health | <input type="checkbox"/> Environmental |
| <input type="checkbox"/> Home and Garden | <input type="checkbox"/> Agricultural |
| <input type="checkbox"/> Companion Animals | <input type="checkbox"/> Other |
| <input type="checkbox"/> Livestock Production | |
| <input type="checkbox"/> Waste Management | |
-
-

2. Which SCD products are you most interested in distributing?

SCD Probiotics Mother Cultures	<input type="checkbox"/> ProBio Balance Original <input type="checkbox"/> ProBio Balance Plus
Human Health	<input type="checkbox"/> SCD Essential Probiotics <input type="checkbox"/> SCD Herbal Probiotics <input type="checkbox"/> Xtra Immunity
Home & Garden	<input type="checkbox"/> All Seasons Indoor Composter <input type="checkbox"/> All Seasons Bokashi <input type="checkbox"/> All Seasons Liquid Bokashi <input type="checkbox"/> SCD Bio Ag
Livestock, Agriculture, Waste Treatment	<input type="checkbox"/> SCD Bio Ag <input type="checkbox"/> SCD Bio Klean <input type="checkbox"/> SCD Bio Livestock <input type="checkbox"/> SCD ScentGuard <input type="checkbox"/> SCD Probiotics Equine Plus <input type="checkbox"/> SCD Probiotics Barn Kleaner <input type="checkbox"/> SCD Probiotics Pet Products

3. Minimum Quantities

- a. SCD Probiotics requires an initial order of \$1200 and minimum of \$2500 annually (12 months starts after the initial order). All orders must be prepaid. Distributors who have prepaid for 6 months may request credit terms and fill out a credit application. Pricing is available after application approval.

	Document Number/Name: F0223 Prospective Distributor Application	Rev: 1	Effective/Revision Date: July 10, 2018	Page 3 of 7
	Prepared By: Lani Viacrusis	Approved By: Bee Wood	Approved By:	

4. Terms and Conditions

By submitting this application, you agree to these terms and conditions (the “Agreement”). These terms and conditions replace all previous versions. Please read the Agreement carefully.

As used in the Agreement, “you”, “your”, “applicant” or “distributor” means the applicant applying to be a distributor of SCD products “we”, “us” “our” or “SCD” means SCD Probiotics, “party” means the applicant or SCD, and the “parties” means you and SCD.

Initial Orders: Newly approved applicants must place their first order within 60 days of receiving notice of their approval. SCD Probiotics requires a minimum first order of US\$1,200.00, in case minimum per SKU, per approved market segment. Approved applicants that remain inactive after 60 days of approval will have their approval canceled, and will need to re-apply.

Minimum Purchases and Active Status: Distributors must purchase US\$2,500.00 per calendar year to maintain their distributor status. Failure by the distributor to meet this minimum will result in revocation of wholesale pricing privileges. Distributors who remain inactive for 9 consecutive months will have their distributor approval revoked. Following a 9-month period of inactivity, the inactive distributor will need to reapply under a new distributor application.

Payment Conditions: All orders must be prepaid, and are subject to taxes. Distributors who have prepaid for 6 months may apply for a credit account. Credit is not guaranteed to be granted and the review process can take 60 days. Please ask your sales representative for an application if interested.


The information supplied by the applicant will be used to obtain credit information for the purpose of opening a Net 30 day account and the applicant hereby authorizes SCD Probiotics to contact all references in regard to credit and financial responsibility.

If your account becomes past due, SCD Probiotics reserves the right to put a hold on any future orders placed until the account is brought current. SCD Probiotics also reserves the right to apply a service charge at 1.5% per month. If the account is placed for collection, buyer agrees to pay 1.5% per month (18% per annum) service charge on unpaid balance. Buyer also agrees to pay all collection costs, including reasonable attorney’s fees.

Returned checks are subject to a \$25.00 charge.

Prices are subject to change without notice, however SCD Probiotics will try to provide 30 days’ notice whenever possible. Surcharges from our suppliers are passed on as received without notice.

Shipping Terms: SCD Probiotics does not operate as a drop ship service. If orders are in case quantities and prepaid, exceptions can be made. Handling charges may apply.

	Document Number/Name: F0223 Prospective Distributor Application	Rev: 1	Effective/Revision Date: July 10, 2018	Page 4 of 7
	Prepared By: Lani Viacrusis	Approved By: Bee Wood	Approved By:	

Packaging Requirements: Distributors may not repackage any SCD Probiotics product(s) without SCD Probiotics' prior written consent.

Warranty and Returns: Claims of shortages, defects or errors in shipments must be reported to SCD Probiotics within 5 days of receipt of shipment. When verified, at SCD's sole discretion, SCD's liability shall be limited to replacement of goods and reasonable incidental handling charges. Failure to comply with this provision shall invalidate any claim by the distributor, who shall be deemed to have accepted the goods and waived all claims.

Returns will not be accepted without a Returned Materials Authorization Form issued by our customer service department. All returns are subject to a 20% restocking fee and returning freight.

Intellectual Property; Brand Features: Other than as set out expressly in the Agreement, neither party will acquire any right, title or interest in any intellectual property rights belonging to the other party or to the other party's licensors.

You may not copy, modify, distribute, sell, or lease any part of our products, nor may you reverse engineer or attempt to duplicate our products. You will not remove, obscure, or alter SCD's logo(s) or packaging.


We grant you a non-exclusive, non-sublicensable license to use SCD's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features ("Brand Features") solely in connection with your sale of the products and in accordance with the Agreement. We may revoke this license at any time. Any goodwill arising from your use of SCD's Brand Features will belong to SCD.

Publicity: We may include your name and Brand Features in our presentations, marketing materials, customer lists and financial reports. Please contact your Account Representative if you would like your company listed on our website.

Confidentiality: You agree not to disclose SCD Confidential Information without our prior written consent. "SCD Confidential Information" includes: (a) all technology and documentation relating to the products; and (b) any other information made available by SCD that is marked confidential or would normally be considered confidential under the circumstances in which it is presented. SCD Confidential Information does not include information that you already knew prior to your use of the Services, that becomes public through no fault of yours, that was independently developed by you, or that was lawfully given to you by a third party.

Compliance: Product registration may be required. You understand and agree that you are the sole party responsible for any such registration. You are expected to know the registration requirements for SCD products and affirm that you are willing to absorb any related costs. SCD Probiotics will assist you by providing necessary documentation for products being registered when available.

Export Control: SCD products may be subject to U.S. export and re-export control laws and regulations or similar laws applicable in other jurisdictions. You agree to comply with all applicable export and re-export control laws and regulations. Specifically, you agree that you shall not – directly or indirectly – sell, export, re-export, transfer, divert, or otherwise dispose of any products, or technology (including products derived from or based on such

	Document Number/Name: F0223 Prospective Distributor Application	Rev: 1	Effective/Revision Date: July 10, 2018	Page 5 of 7
	Prepared By: Lani Viacrusis	Approved By: Bee Wood	Approved By:	

technology) received from SCD under this Agreement to any destination, entity, or person prohibited by any applicable laws or regulations of the United States or any other jurisdiction without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

Changes to Our Products, Website and the Agreement: We are constantly changing and improving our products. We may change the availability of products at any time, and we may eliminate a product altogether.

We may modify this Agreement at any time. We will post any modifications to the Agreement on this webpage. Changes will not apply retroactively and generally will become effective 14 days after they are posted. However, changes addressing new products or changes made for legal reasons will be effective immediately. If you don't agree to any modified terms in the Agreement, you agree that you will stop selling the SCD products.

Term: SCD may each terminate your Distributor status at any time, upon 30 days' notice, or immediately without notice if you violate the Agreement.


Indemnity: You agree to indemnify, defend and hold harmless SCD, its affiliates, officer, directors, employees, and agents from and against any and all third-party claims and liabilities arising out of or related to the products, or your breach of any term of the Agreement.

Representations; Warranties; Disclaimers: You represent and warrant that (i) you have full power and authority to enter into the Agreement; (ii) you have not distributed SCD products in the past under a different name or entity, or if you have, you will disclose such prior association; (iii) entering into or performing under the Agreement will not violate any agreement you have with a third party or any third-party rights; and (iv) all of the information provided by you to SCD is correct and current.

OTHER THAN AS EXPRESSLY SET OUT IN THE AGREEMENT, WE DO NOT MAKE ANY PROMISES ABOUT THE PRODUCTS. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE SPECIFIC FUNCTION OF THE PRODUCTS, OR THEIR PROFITABILITY, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE EACH PRODUCT "AS IS".

TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED. WE EXPRESSLY DISCLAIM THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability: TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR ANY INDEMNIFICATION OBLIGATIONS HEREUNDER OR YOUR BREACH OF ANY INTELLECTUAL PROPERTY RIGHTS, CONFIDENTIALITY OBLIGATIONS AND/OR PROPRIETARY INTERESTS RELATING TO THE AGREEMENT, (i) IN NO EVENT SHALL SCD BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND (ii) SCD'S AGGREGATE LIABILITY UNDER THE AGREEMENT IS LIMITED TO THE NET AMOUNT RECEIVED AND RETAINED BY SCD IN CONNECTION WITH THIS AGREEMENT DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. Each party acknowledges that the other party has entered into the Agreement relying on the

	Document Number/Name: F0223 Prospective Distributor Application	Rev: 1	Effective/Revision Date: July 10, 2018	Page 6 of 7
	Prepared By: Lani Viacrusis	Approved By: Bee Wood	Approved By:	

limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties.

General Provisions

Entire Agreement; Amendments: This Agreement is our entire agreement relating to your use of the products and supersedes any prior or contemporaneous agreements on that subject. This Agreement may be amended (i) in a writing published by SCD that expressly states that it is amending the Agreement, or (ii) if you keep selling the products after SCD modifies the Agreement.

Assignment: You may not assign or transfer any of your rights under the Agreement.

Independent Contractors: The parties have a vendor-vendee relationship, and the Agreement does not create an agency, partnership, joint venture, or employment agreement.


No Third-Party Beneficiaries: Other than as set forth above, this Agreement does not create any third-party beneficiary rights.

No Waiver: The failure of either party to enforce any provision of the Agreement will not constitute a waiver.

Severability: If it turns out that a particular term of the Agreement is not enforceable, the balance of the Agreement will remain in full force and effect.

Survival: Any provision in this Agreement that may survive termination shall.

Governing Law; Venue: All claims arising out of, connected with or relating to the Agreement will be governed by Missouri law, regardless of the applicability of conflict of laws rules, and expressly excluding the UN Convention on Contracts for the International Sale of Goods, and will be subject to arbitration governed by the American Arbitration Association (“AAA”) in accordance with AAA Commercial Arbitration Rules, including disputes as to arbitrability, taking place only in Kansas City, Missouri, and you consent to such jurisdiction.

	Document Number/Name: F0223 Prospective Distributor Application	Rev: 1	Effective/Revision Date: July 10, 2018	Page 7 of 7
	Prepared By: Lani Viacrusis	Approved By: Bee Wood	Approved By:	

5. Applicants Signature

I hereby apply for distributor pricing and to become an independent distributor of Sustainable Community Development's products. I declare that I have carefully reviewed this agreement and agree to its terms.

Signature of Applicant _____

Name (printed) _____ Date: ____ / ____ /20 ____

FOR OFFICE USE ONLY
Authorization date: ____ / ____ /20 ____
By: _____
Status: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Pending
Comments: _____

Please return this form to the address below, or fax to 816.471.1404
The approval process may take 5 – 10 business days.

Thank you for your interest in distributing the products of SCD Probiotics