



# Distribution Program

The Bio-Well Distribution Program has been developed to ensure that all persons involved in the representation and sales of Bio-Well products do so with a common understanding of the rules and guidelines necessary to ensure the highest level of professionalism in the global marketplace.

The following pages detail operational standards expected of both Authorized Distributors and Authorized Resellers. The key points, which are the foundation of the Program, focus on the importance of the Client relationship as it pertains to education and support. Persons choosing to become an Authorized Distributor, or Authorized Reseller, are required to accept and execute the responsibilities expressed in this document – and will formally agree to do so by signing the Agreement on the last page.

Bio-Well's corporate staff endeavor to build a brand known worldwide for its significant contribution to the science of Bioenergetics and the integrity of its customer service. As such, this document will be updated from time to time to allow Bio-Well to adapt as it grows. Program participants (Authorized Distributors and Resellers) will be advised of all changes via occasional email announcements. Any major changes to the substance of the Program will be emailed to Program participants for signature confirmation of acceptance, as deemed necessary by Bio-Well.

## Defined Terms

**Bio-Well Company/Bio-Well LLC (BWC):** All references to either of Bio-Well's two corporate offices, located in Europe and North America, for the purposes of clarification within Bio-Well's corporate documentation (Agreements, Definitions, Policies and Procedures, Guidelines, email correspondence).

**Accessory Unit:** Any Product officially offered by BWC which requires the use of a Bio-Well device for operation (Sputnik, Water Sensor, etc.), or is intended to accompany a Bio-Well device or Accessory (case, cable, etc.).

**Authorized Distributor (AD):** A Person or Company approved by BWC to market BWC products in an official capacity and conduct the Level 1 Trainings with adherence to and signed acceptance of the Bio-Well Distribution Program Agreement.

**Authorized Repair Center (ARC):** A person or company designated by BWC as capable of repairing Product to BWC's specifications and standards. ARC-repaired Product will be deemed certified by BWC and therefore will continue to remain under warranty, if applicable. Repairs performed by a person or company not designated as ARC will void the BWC warranty.

**Authorized Reseller (AR):** A Person or Company approved by BWC to market Bio-Well products in an official capacity, under the mentorship and oversight of an AD, with adherence to and signed acceptance of the Bio-Well Distribution Agreement. There are two types of ARs – AR1 and AR2. Those ARs interested in pursuing the educational path toward becoming an AD are designated as AR1. An AR who is not interested in the path to AD, and whose primary goal is to refer Clients in exchange for a fee or product credit, are designated as AR2. If an AR does not have a pre-existing relationship with an AD, he/she will be assigned to an AD or to the BWC directly by a BWC General Manager based on geographical location and/or area of scientific or business interest. For the

purposes of this Program and Agreement, AR refers to persons or entities on the path of AR1, in all points regarding responsibilities to BWC and Clients, unless otherwise specified as AR2 in this document.

**Bio-Well Accessory (Accessory):** Any component offered by BWC, not permanently attached to, or used to directly operate a Bio-Well Device alone or an Accessory Unit.

**Bio-Well Device (Device):** The central product offered by BWC which is necessary to perform energy scans/captures and of which all Accessories rely upon to function.

**Bio-Well Expert:** Title bestowed to those participants who complete Level 2 (Advanced) Training (attended the course and successfully passed all the required tests), as stated on the Level 2 Certificate.

**Bio-Well Expert Sales & Training Distributor (BEST):** An existing AD who has demonstrated extensive Bio-Well and EPI knowledge and experience in the marketplace and/or research community, as determined by BWC, and selected by BWC to have earned the BEST designation. Requirements for retaining a BEST designation are solely determined by BWC.

**Bio-Well Distribution Committee (BWDC):** Selected BWC Staff and BEST Distributors who recommend ARs for promotion to Authorized Distributor, as well as offer guidance for the Bio-Well Distribution Program. BWDC is comprised of Bio-Well personnel, as well as select, highly experienced ADs, designated as a BEST Distributor.

**Bio-Well Distribution Program and Agreement (Program) (Agreement):** This BWC document containing definitions, policies, procedures and guidelines related to the representation and distribution of BWC products - including the last page which is an Agreement requiring signed acceptance for a person or company to become an AD/AR.

**Bio-Well Online Attendee:** Those people who are unable to attend a Level 1 (Basic) or Level 2 (Advanced) Training Workshop, and officially register and participate remotely, when such an online environment is available. Certificates provided for the online participation are not giving any rights, and also are not certifying online attendee as a Bio-Well Specialist or a Bio-Well Trainer.

**Bio-Well Specialist (Basic level):** Title bestowed to those participants who complete Level 1 (Basic) Training, as stated on the Level 1 Certificate.

**Bio-Well Specialist (Advanced level):** Title bestowed to those participants who attend Level 2 (Advanced) Training without passing all the required tests, as stated on the Level 2 Certificate.

**Bio-Well Style Guide:** BWC-approved logos, fonts, graphics, and verbiage made available to ADs for the promotion and marketing of BWC products.

**Bio-Well Trainer:** Title bestowed to those ARs and ADs who complete Level 2 (Advanced) Training (attended the course and successfully passed all the required tests), as stated on the Level 2 Certificate.

**Client:** An individual, group, or company which has purchased Product or Training.

**Client Assignment:** A Client is considered to be *assigned* to an AD/AR once a Product or Training transaction has been completed. If a potential Client contacts BWC directly, he/she will be assigned to an AD by a BWC General Manager based on geographical location and/or area of scientific or business interest.

**Client Lead (Lead):** A potential Client who has expressed interest in obtaining Product and/or Training, but has not yet been assigned to an AD/AR.

**Demonstration (Demo):** An informational (non-training) session conducted by an AD, or AR with AD approval, for the purpose of promotion and marketing of BWC products.

**Direct Purchase:** When BWC products are purchased directly from BWC without the need to purchase through an AD. For example, only ADs and BEST ADs are permitted to make a Direct Purchase. An AR must purchase through an AD they are assigned to or from BWC if they are assigned to BWC directly.

**Distributor Purchase:** When BWC products are purchased through an AD.

**Fee Agreement:** An arrangement determined and mutually agreed upon by an AD and AR for the purpose of providing the AR a consistent, reasonable and appropriate fee structure for product sales.

**Marketing Event:** Conference, Demonstration, meeting or other organized setting during which BWC products are to be represented and/or showcased.

**Mentor:** An AD who provides ongoing training and support to an assigned AR.

**Product:** Any item or service sold by BWC including, but not limited to, Bio-Well device, Calibration Pack, Sputnik, Water Sensor, BioClip, Bio-Cor, and any associated components or accessories, as well as Software Subscriptions, listed on the official website ([www.bio-well.com](http://www.bio-well.com)) or otherwise made available by BWC.

**New Product:** Any Product which has not previously been used by any person or company.

**Refurbished Product:** Any New Product with defect(s) when received by BWC from the manufacturer, or Product which has been returned to BWC for exchange, and subsequently repaired and inspected by BWC staff, or Authorized Repair Center, prior to being repackaged for resale with a “Refurbished” or similar designation. Refurbished Product may be obtained through Distributor Purchase only if the AD received the Product through Direct Purchase.

**Used Product:** Any Product which has previously been utilized by Client(s) and repackaged for resale by an AD. Used Product has not been repaired and/or inspected by BWC staff.

**Sales Volume Level (SVL):** Distribution volume levels differentiated by the number of Bio-Well devices sold within a calendar year, as explained within the Agreement.

**Scan (also, Capture):** A single image acquired by the Bio-Well Device. Each Scan may be captured from a single finger and metal calibration cylinder or a single interval capture in a timed-mode acquired by an Accessory such as the Sputnik, Water Sensor or Bio-Clip.

**Technical Support and Guidance (Support):** Direct interfacing with Clients to resolve hardware/software issues, and providing information and supervision as necessary.

**Training:** Any organized structure of learning provided to Leads and Clients. Training includes sessions which may be offered at no cost to a Client/Lead, such as Basic (Introductory) Instruction, or paid events such as a Workshops/Seminars (Level 1, Level 2, Specialized), and Conferences. Training may be offered online or offline, depending on the needs of the Client/Lead and capabilities of the organizer.

**Warranty Period:** Period of time, as officially stated at [www.bio-well.com](http://www.bio-well.com), during which Product is warranted against manufacturer defect. The Device Warranty Period is Two (2) Years from the date of purchase or 150,000 Scans. Warranty Period for the Accessory Units and Accessories is Two (2) Years from the date of purchase.

# Policies and Procedures

## A. Authorized Distributors and Resellers

1. To become an Authorized Distributor (AD), an individual, or group of individuals if representing a company, must begin as an Authorized Reseller (AR) assigned to and under the mentorship of an AD. The purpose of this relationship is to allow time for the AR to obtain the necessary scientific, marketing, support and sales experience required to qualify for an AD.
2. In an effort to maintain consistency and impartiality, the Bio-Well Distribution Committee (BWDC) exists to consult, as may be deemed necessary by Bio-Well (BWC), on topics related to Sales and Marketing initiatives, as well as participate in the review of AD/AR disputes which cannot be resolved by the parties themselves.
3. The following are points related to the positions of AD and AR, their direct relationship, and respective parameters:
  - a. AD/AR will organize marketing and promotional efforts using own means.
    - i. AD/AR is solely responsible for all costs associated with their marketing and promotional efforts.
  - b. AD/AR will interview Leads to determine:
    - i. Any current or prior association with Bio-Well, its personnel and/or another AD/AR (see 3.d.),
    - ii. Intent for Product purchase(s) - confirm Product is not being redistributed or otherwise used for non-standard purposes.
      1. Standard use is deemed by BWC to include subject, substance/material and environmental energy measurement and/or research of the same.
  - c. AD/AR will not knowingly attempt to poach/steal Lead(s) or Client(s) assigned to, or known to be in process of working with, another AD/AR.
    - i. Any crossover, whether purchase or support, accidental or otherwise, will be transparently conveyed between ADs/ARs in an effort to find a resolution which ultimately benefits the Lead or Client and includes his/her/its consent.
      1. If unable to reach resolution, both parties will present their cases to the BWDC for review, and accept the BWDC's decision on the matter.
      2. If either party is a member of the Committee, he/she will recuse themselves from the Committee's review process.
    - ii. If a Lead directly contacts BWC, he/she will be assigned to an available AD on a rotation basis, taking into consideration any specific or unique qualifications of the Lead such as research, scientific or geographic goals.
  - d. AD must purchase not less than Five (5) Bio-Well Devices per calendar year to be eligible to continue as an AD the following year.
  - e. AR must purchase, for immediate distribution to Clients, not less than One (1) Bio-Well Device per calendar year to be eligible to continue as an AR the following calendar year.
    - i. ARs shall not purchase any Device or Accessory intended to be stored as inventory for future sales.
    - ii. ARs must submit a Client order, including Client name, shipping address, contact and payment information, to the AD who will execute a purchase.
      1. AR2s are exempt from this responsibility as their Leads are sent directly to the AD.
    - iii. If AR fails to achieve this purchasing milestone, AR must submit a written explanation to AD detailing the reasoning as well as why AR should still be considered for renewal going forward.
      1. Failure to produce said written explanation, in an appropriate and timely manner, will be construed as a forfeiture of AR duties and a breach of

- AR's Reseller Agreement, resulting in immediate termination from the Distribution Program.
2. Upon receipt of a written explanation, if AD chooses to not renew acceptance of mentorship responsibilities for AR, AD will submit a written explanation to Bio-Well, along with AR's written submission, for review by the BWDC.
  3. BWDC may, at its discretion, reassign AR to a different AD, or forego renewal of AR's Reseller Agreement.
- f. AR must purchase not less than Fifteen (15) Bio-Well Devices, for immediate distribution to Fifteen (15) individual Clients, as part of the eligibility process for consideration of earning a recommendation to become an AD.
- i. This requirement is necessary to provide AR a minimum number of Clients for whom AR will learn, from AD, pre-sales marketing and promotion, as well as post-sales activities such as how to provide Introductory Training and ongoing hardware/software support.
- g. AD/AR must maintain a detailed and accurate record of purchases, replacements/exchanges, support correspondence, and general communications with Clients, as well as between AD and AR.
- i. BWC is not responsible for missing or incomplete records related to business interactions between AD/AR and Leads/Clients.
  - ii. BWC is not responsible for missing or incomplete records related to business interactions between ADs and ARs.
- h. Due to the multiple-device restriction of the Bio-Well Software, AD/AR may utilize a special Login when demonstrating or testing devices.
- i. BWC reserves the right to update the credentials at its discretion.
  - ii. AD/AR shall not distribute the credentials to any Lead or Client, or anyone not an active AD/AR.
  - iii. Abuse of the *demonstrating* and/or testing accounts may result in loss of access, and ultimately, removal from the Bio-Well Distribution Program.

## **B. Product**

### **1. New Product:**

- a. May only be purchased from BWC warehouses (Estonia/U.S./Hong Kong), or BWC Authorized Distribution Center.
- b. Product qualifies as New if unopened and unused, as received from BWC/manufacturer.
- c. AD may exchange or sell through their own New Product inventory between each other, as necessary.
- d. From time to time, due to potential financial or logistical hardship for the Client, BWC may request New Product be distributed from existing AD inventory rather than through BWC warehouse locations.
  - i. For this scenario, AD will be issued replacement Product or credit toward future purchases.
- e. BWC warranties New Bio-Well Devices for a period of 2 years or 150,000 Scans.
  - i. A Device, Accessory Unit or Accessory determined to be inoperable due to manufacturer defect, will be replaced by BWC at no charge to Client or AD/AR.
- f. BWC warranties New Bio-Well Accessories and Accessory Units for a period of Two (2) Years.
- g. A Device, Accessory Unit or Accessory determined to be inoperable after the Warranty Period has expired, may be replaced by BWC at BWC's discretion. Any replacement and/or shipping fees will be determined by BWC and communicated to the Client (through the AD) for confirmation prior to initiating the replacement process.

### **2. Refurbished Product:**

- a. AD may purchase Refurbished Product only from BWC, when available.

- b. Refurbished Product must be identified as “Refurbished” on any packaging and/or Client invoice.
  - c. BWC warranties Refurbished Product for a period of 90 days from date of purchase.
  - d. If Refurbished Product is sold to a new Client, Introductory Training is required to be provided by AD/AR free of charge.
3. Used Product:
- a. AD/AR may obtain Used Product for resale.
  - b. Used Product may be distributed only after AD/AR has thoroughly inspected, repaired and cleaned all components, as deemed necessary by AD.
  - c. Used Product must be identified as “Used” on any packaging and/or Client invoice.
  - d. BWC does not provide any additional warranty for Used Product. Warranty is calculated from the time of the first initiation of the Product by the first User/Client.
4. Software
- a. BWC’s proprietary software is made available on the Bio-Well website and must be activated with either a Monthly or Annual Subscription on [www.bwacc.com](http://www.bwacc.com).
    - i. To be sure the latest version is obtained by the Client, software installation files shall not be distributed by AD/AR.
    - ii. AD/AR must explain to Clients the nature of recurring billing.
  - b. Bio-Well device requires its own software Subscription Account (username/password).
    - i. AD/AR must explain to Clients that multiple devices can be used under the same Subscription Account only after manual increase of the limit at [www.bwacc.com](http://www.bwacc.com).
  - c. BWC advises AD/AR to not use their personal/business bank card(s) to purchase subscriptions for Clients.
  - d. Refunds, partial or full, are not offered for cancellation of Monthly Subscriptions.
    - i. A cancelled Monthly Subscription will remain active until the date of the next renewal period.
  - e. A prorated refund, based on the number of months used, will be offered for cancellation of Annual Subscriptions.
  - f. All cancelled subscription accounts will keep associated scan history on the server for a period of One (1) year from the date of cancellation.
    - i. Clients must use the same Subscription Account credentials if restarting their account.
      - 1. Failure to do so may result in loss of saved Scan History.

## **C. Pricing**

- 1. Bio-Well endeavors to not change pricing on any available Product more than once per year.
- 2. Bio-Well intends to notify its ADs of price changes by email at least 2 weeks prior to implementation.
- 3. The pricing listed on Bio-Well’s website is considered the official Manufacturer’s Suggested Retail Price (MSRP) – the full retail price before any discounts, not including shipping, taxes or fees.
- 4. AD/AR may, at their discretion, provide discounts to Leads and Clients.
  - a. Any discount provided will not change the cost of the Distributor Purchase.
- 5. AD/AR may not charge an amount above the MSRP, unless Product is accompanied by additional products and/or services provided by AD/AR, or includes any applicable shipping, taxes and/or customs fees, and is clearly stated as such in any marketing or promotional materials and/or website(s).
- 6. BWC Pricing, MSRP or Distributor discount, does not include shipping charges, customs duties, or applicable taxes/VAT.
  - a. At this time, in North America, sales tax is applied only for orders purchased by Colorado residents – including any AD whose residence or business is located in Colorado.
  - b. Shipping charges are fixed for orders sold from and delivered to Clients in North America, not including bulk orders.
  - c. Shipping charges, taxes and Customs duties vary for orders outside of North America.

- d. AD/AR is responsible for all fees in connection with Product transactions, including Product costs, shipping, taxes, if applicable.
    - i. Customs duties and taxes will always be the responsibility of the Client, unless AD/AR requests otherwise.
    - ii. AD/AR is responsible for collecting any and all agreed upon fees from Clients, and indemnifies BWC in any financial matters between AD/AR and Client(s).
7. The AD Sales Volume Tiers are used to determine the Device Discount available to AD:

<b>LEVEL</b>	<b>VOLUME (Bio-Well)</b>	<b>DEVICE DISCOUNT</b>	<b>ACCESSORY DISCOUNT</b>
ADSVT-1	5 - 10	20%	20%
ADSVT-2	11 - 20	30%	30%
ADSVT-3	21 - ∞	40%	30%

- a. Levels may be achieved throughout a single calendar year by aggregate sales or bulk orders.
    - i. Product obtained by Distributor Purchase must be sold to Clients to qualify as actual sales.
  - b. Level achieved by the end of a given calendar year will be continued through to the following year.
8. Each January AD receives 1 Bio-Well Device free of charge for each 480 monthly subscriptions paid in a year (in average 40 active subscribers in each month of the year) by the Clients related to the AD.
- a. Client is treated by BWC as related to a AD if:
    - i. Client has bought the device and gets technical and customer service support from the AD;
    - ii. Client has bought the device from any other source, but is getting technical and customer service support from this AD.

9. The AR Sales Volume Tiers are used to determine the discounts offered to AR1 and AR2:

<b>LEVEL</b>	<b>VOLUME (Bio-Well)</b>	<b>DEVICE DISCOUNT</b>
ARSVT-1	1	0%
ARSVT-2	2 - 3	10%
ARSVT-3	4 - ∞	20%

- a. Product obtained by AR must be sold to Clients, not held as inventory.

- b. Level achieved by the end of a given calendar year will be continued through to the following year.
  - i. As previously stated in section A.3.e. of this Program document, AR must purchase, for immediate distribution to Clients, not less than one(1) Bio-Well Device per calendar year to be eligible to continue as an AR the following calendar year.

## **D. Ordering**

1. AD will place orders using a BWC Order Form, or the BWC Order Database, as directed by the General Manager.
  - a. Alternative methods of order placement may be possible upon written consent by BWC.
2. Orders must include Client's full name, shipping address, and phone number.
  - a. AD's phone number will be used for shipping manifests if none is provided.
3. Orders must include the preferred shipping method when ordered from the USA Warehouse.
  - a. USA: Ground, 2-Day, Next Day
  - b. Outside USA: International Priority.
4. AD will compensate BWC for Product, including applicable shipping charges, to be purchased by the following method:
  - i. Direct 100% prepayment by credit card, bank transfer, PayPal, or other form of payment agreed upon between AD and BWC, prior to shipping of Product.
5. Tracking information will be provided to AD when available.
6. Subscriptions may only be purchased through the Bio-Well website.
  - a. Clients should purchase their own subscriptions.
  - b. BWC advises AD/AR to not use their personal/business bank card(s) to purchase subscriptions on behalf of Clients.
  - c. Subscriptions are not eligible for AD/AR discounts.

## **E. Education**

1. Following a completed purchase by a new Client, AD/AR will provide between 1 - 2 hours of Introductory Training to Client or its designee(s), at no charge, to familiarize Client with basic operation of Product, including software subscription/activation/navigation, as well as general device care and maintenance.
  - a. This session must, at a minimum, cover all details listed in the Introductory Training Curriculum.
2. AD may offer fee-based Level 1 training, whether in-person or online.
  - a. AD must include, at a minimum, the topics outlined in the Level 1 Training Curriculum.
3. Due to the advanced nature of the material, AD may offer Level 2 training only upon BWC's written consent, following AD's own Level 2 Training and testing.
  - a. AD must include, at a minimum, the topics outlined in the Level 2 Training Curriculum.
4. AD/AR is responsible to Client for continued hardware/software support.
  - a. AD/AR is to be the first point of contact for Clients for all hardware and software Support.
    - i. AD/AR shall not refer Clients directly to BWC without first contacting BWC Staff to explain the situation and cause for BWC's involvement.
    - ii. BWC will communicate with AD/AR during the resolution process.
    - iii. BWC will only communicate directly with Clients as necessary, to allow the AD/AR to remain the main point of contact.
    - iv. AD/AR shall not distribute to Leads or Clients any direct/personal contact information of BWC personnel, without prior authorization.
      1. Approved BWC contact information, for Leads and Clients, may be found on the Contact Us and FAQ pages at [www.bio-well.com](http://www.bio-well.com).



- v. AD/AR shall advise Client to contact [support@bio-well.com](mailto:support@bio-well.com) regarding Subscription Account issues.

## **F. Marketing**

1. BWC provides knowledge and guidelines to AD to enable adequate preparation for marketing, promotion and sales of Product.
  - a. Knowledge resources include both free (manuals, guides) and paid (workshops, seminars, conferences).
2. BWC reserves the right to determine which knowledge resources are to be disseminated, the processes of dissemination, and associated costs, if any.
3. AD/AR may utilize any text and/or pictures, including software screenshots, found on the official website ([www.bio-well.com](http://www.bio-well.com)) for use in marketing materials and/or promotional website creation provided that the copied material is not altered without written permission from Bio-Well.
4. AD/AR may not utilize any picture of BWC staff without written consent from the person(s) depicted, unless Staff images are included in the Bio-Well Style Guide.
5. AD/AR may offer links to BWC resources including, but not limited to, manuals, guides and videos, within marketing materials and/or promotional website(s).
  - a. AD/AR is responsible for maintaining any links to ensure continued compatibility with the official BWC website(s).
  - b. AD/AR will not host any Bio-Well files (PDFs, videos, etc) on any website(s).
  - c. AD/AR will not alter any Bio-Well files (PDFs, videos, etc) without written consent from BWC.
6. BWC encourages AD to attend regional Marketing Events where the promotion of Bio-Well is relevant.
7. BWC strives to only have One (1) Bio-Well representative at a single Marketing Event, unless the event is large enough to support two separate representatives without confusion or crossover.
8. BWC recommends AD submit a Schedule of Attendance early in the calendar year, which BWC will use in conjunction with past attendance history to settle any potential crossover issues, if necessary.
  - a. Any AD with a proven attendance history for a specific event, will be allowed right of first refusal for that event.
9. AD may host Demonstration sessions, private or public.
10. AR is not permitted to represent Bio-Well at any Demonstration or Marketing Event without prior approval by the mentoring AD.

## **G. Guidelines for Marketing and Promotion**

1. We NEVER reference Bio-Well Product as a “medical” device or accessory.
2. We NEVER reference Bio-Well Product as a “diagnostic” in any discussion, training or marketing information.
3. We do not use the word “aura” when discussing or marketing Bio-Well Product, except to differentiate and distinguish the terminology.
4. “Electrophotonic Imaging (EPI)”, and Electrophotonic Capture (EPC)” are the approved, interchangeable names of the scientific basis of the Bio-Well Device.
5. “Gas Discharge Visualization (GDV)” is used only in explanation of the history of the scientific basis of Bio-Well Product.
6. Product is to be identified, discussed and marketed as “Bio-Well” - not “GDV Bio-Well” or “EPI Bio-Well”.
7. “HEF” or “Human Energy Field” are the preferred terms when referencing the full view of emissions detected by the Bio-Well Device. “Biofield” also is an acceptable term.
8. “Bio-image” is the preferred term when referencing the individual Scan images created by Bio-Well Product.

## **Distribution Program Outline**

### **Bio-Well Expert Sales & Training (BEST) Distributor**

- Includes all Authorized Distributor criteria below, has officially represented Bio-Well (or GDV) in the marketplace and/or research community for a minimum of 3 years, and further qualifies as follows:
  - o Has reached Sales Volume Tier 4
  - o Expert Level Certified
  - o Actively conducts minimum of 2 Training Workshops annually
  - o Actively produces and/or participates in Research Initiatives
  - o Mentors ARs
  - o Eligible to become a member of the Bio-Well Distribution Committee

### **Bio-Well Authorized Distributor**

- Minimum 6 months as an Authorized Reseller, and further qualifies as follows:
  - o Expert Level Certified
  - o Provides direct Technical Support and Guidance to Clients
  - o Owner or Co-owner/partner of a Healthcare, Bio-Energy, or Wellness-related business
  - o Has received a recommendation from the assigned Authorized Distributor, or Bio-Well Staff member, and approved by the Bio-Well Distribution Committee
  - o Eligible for Direct Purchase from Bio-Well using existing AD Sales Volume Tier discount
    - Purchases may be held as inventory
  - o Access to Bio-Well Style Guide
  - o Eligible to represent Bio-Well at Marketing Events
  - o Eligible to Mentor ARs

### **Bio-Well Authorized Reseller 1 (AR1)**

- An individual who has expressed interest in becoming an Authorized Distributor, and agrees to begin as a Reseller to demonstrate continued interest, training and sales potential;
  - o Assigned to an Authorized Distributor for mentorship and training
  - o Obtains compensation for sales in accordance with the AR Sales Volume Tiers
  - o Obtains products through assigned Authorized Distributor
    - Purchases must be for confirmed Clients, not inventory to be stored
  - o As part of the qualification requirements to be considered for promotion to AD, AR must:
    - Sell, directly to new Clients, a minimum of (15) Bio-Well Devices
    - Must complete Level 1 & 2 Training to become an AD
    - Must be able to fully support Clients' hardware and software questions and issues.

- o Eligible to represent Bio-Well at Marketing Events with AD in attendance, or solo with AD approval
- o Eligible to conduct Demonstrations with AD approval
- o Ineligible to conduct Training Workshops, except as an assistant to AD or Certified Bio-Well Trainer

### **Bio-Well Authorized Reseller 2 (AR2)**

- An individual interested in referring Leads to an AD in exchange for compensation, but has no desire to become an AD or providing any support to Clients:
  - o Assigned to an Authorized Distributor for referrals
  - o Obtains compensation for sales in accordance with a mutually agreed upon Fee Agreement with AD
  - o Eligible to conduct Demonstrations with AD approval
  - o Ineligible to purchase Product for resale
  - o Ineligible to solely represent Bio-Well at Marketing Events
  - o Ineligible to conduct Training Workshops, except as an assistant to AD or Certified Bio-Well Trainer
  - o Ineligible for Sales Volume Incentives

# Authorized Distributor/Reseller Agreement

By and Between BWC and AD/AR

AD acknowledges, understands and agrees to adhere to all provisions and stipulations contained within the following documents set forth in the Bio-Well Distribution Program:

- Bio-Well Definition of Terms
- Bio-Well Policies and Procedures
- Bio-Well Marketing Guidelines
- Bio-Well Distribution Program Outline

This Agreement is territorially non-exclusive.

Annual termination and semiautomatic renewal: This Agreement is subject to annual review by BWC to determine renewal eligibility. AD/AR acknowledges renewal is not automatic and a new Agreement may be required to be signed prior to or at the beginning of each year to remain eligible for purchasing.

Either party may terminate this Agreement with 30 days' written notice. Upon termination, AD/AR agrees to cease marketing and promotion of Bio-Well Product and immediately take any and all steps to remove references to Product from AD's/AR's website(s), social media campaigns, print campaigns, and/or other marketing platform(s). AD/AR agrees to complete these separation tasks within 10 business days from the date of Termination.

This Agreement may not be assigned to any 3<sup>rd</sup> party.

AD/AR agrees to indemnify BWC, its Staff and consultants, from any dispute pertaining to financial matters between AD and AR, or AD/AR and Lead/Client.

(Regional Arbitration Clauses - Estonia/Colorado)

## AD/AR Details Form

Person's photo or Company's Logo (should be provided by e-mail together with the signed copy of the agreement)\*

Legal Entity Name*:	
VAT Reg. No*:	
Nature of Business:	
Company Website:	
Countries of intended distributorship*:	
<b>Contact Information</b>	
Contact Person*:	
Contact Tel. No*:	
Cellphone:	
Contact E-mail*:	
Full Postal Address*:	
Shipping Address (if differs from postal)*:	
<b>Banking details</b>	
Bank Name*:	
Bank Address*:	
SWIFT/BIC*:	
IBAN*:	

*Notice: All the fields marked with \* must be completed.*

Signed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Print Name, Title, Company

\_\_\_\_\_  
Signature