



DISTRIBUTOR AGREEMENT

THIS AGREEMENT is entered between T20 ENERGY DRINK USA, LLC, a Florida Limited Liability Company, hereinafter (COMPANY), whose mailing address is 4800 NORTH FEDERAL HIGHWAY, SUITE 200E, BOCA RATON, FL. 33431 USA, and _____ hereinafter (DISTRIBUTOR) whose principal place of business is _____. The effective date of this agreement shall be occur upon execution of this agreement.

WHEREAS, COMPANY, is the inventor, developer, and producer of T20 Energy Drink; (Trademark Pending) and
WHEREAS, DISTRIBUTOR desires to promote, sell and market T20 Energy Drink based upon the terms and conditions set forth herein.
NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein contained, the parties hereto agree to as follows:

1. COMPANY grants to DISTRIBUTOR the NON-EXCLUSIVE right to sell, promote and market T20 Energy Drinks to its customers at prices set by mutual understanding between the COMPANY and the DISTRIBUTOR.
2. DISTRIBUTOR shall purchase from COMPANY and promote the sale of T20 Energy Drink to its dealers and customers. DISTRIBUTOR shall transmit to COMPANY monthly all Information COMPANY requires as stated on the COMPANY'S distribution order information form. See attached Exhibit A SALES REPORTING FORM.
3. DISTRIBUTOR shall compensate COMPANY _____ (amount/\$USD) for each CASE _____ (amount of cases) of T20 Energy Drink. Further defined in Exhibit B. DISTRIBUTOR is responsible for all units not sold through distributor's efforts.
4. DISTRIBUTOR shall be responsible for compensating its Representatives.
5. DISTRIBUTOR will conduct all advertising and selling activities including, but not limited to, mailings, telephone solicitation, space advertising and direct selling to solicit and gain customer commitment and will do so at DISTRIBUTORS'S expense. DISTRIBUTOR shall make available to COMPANY, prior to such promotional activities, copies of all promotional material relating to T20 Energy Drink, whether written, video, or sales scripts and such promotional materials. **DISTRIBUTOR SHALL NOT** advertise or promote T20 without COMPANY'S prior authorization and approval. Neither DISTRIBUTOR nor its representatives shall make any representation, guaranty or warranty concerning T20 Energy Drink and/or the COMPANY except as expressly authorized by COMPANY.
6. DISTRIBUTOR shall provide itself with, and be responsible for, such facilities and business organization and such permits, licenses, and other forms of clearance from governmental or regulatory agencies, if any, as is necessary for the conduct of its operations in accordance with this Agreement. DISTRIBUTOR shall include proof of insurance coverage/ insurance certificate that clearly states that the DISTRIBUTOR has insurance in the amounts of \$1,000,000.00 (one million USD) for each occurrence and \$2,000,000.00 (two million USD) general aggregate. DISTRIBUTOR shall name COMPANY as a certificate holder on said insurance policy. ALL SUCH DOCUMENTATION MUST BE PROVIDED TO COMPANY PRIOR TO EXECUTION OF THIS CONTRACT AND SHALL BE UPDATED BY THE DISTRIBUTOR MONTHLY. FAILURE TO PROVIDE COMPANY A CONTINUOUS UPDATE OF SAID DOCUMENTS SHALL RESULT IN THE IMMEDIATE TERMINATION OF THE DISTRIBUTION CONTRACT. SHOULD SAID TERMINATION OCCUR, DISTRIBUTOR SHALL BE RESPONSIBLE FOR ANY CLAIMS, LEGAL OR OTHERWISE AND SHALL INDEMNIFY COMPANY AND HOLD COMPANY HARMLESS.
7. It is agreed and acknowledged that DISTRIBUTOR is an independent contractor and shall only hold itself out as such with respect to COMPANY. Nothing in this Agreement shall be construed to constitute Distributor as the partner, employee, joint venture, franchisee, legal representative or Agent of COMPANY and DISTRIBUTOR shall not represent itself as any of the foregoing. In furtherance of the foregoing, in no event shall DISTRIBUTOR have any authority to assume or create any liability or obligation, express or implied, on behalf of COMPANY, and any representation to the contrary will constitute a material breach of this Agreement. DISTRIBUTOR shall assume full responsibility for its Representatives under the applicable Workmen's Compensation, Unemployment Insurance, Employers Liability and other Social Security Acts and similar foreign laws. Distributor acknowledges that it is solely liable for any and all claims, liabilities, damages and debts of any type whatsoever that may arise as a result of DISTRIBUTOR'S activities hereunder for the performance of this Agreement.
8. In the conduct of its services hereunder, DISTRIBUTOR and/or its Representatives shall (a) safeguard and promote the reputation of the COMPANY, (b) refrain from any conduct which might be harmful to such reputations or the marketing of T20 Energy Drink (c) avoid all illegal, deceptive, misleading, or unethical practices and (d) shall not make any changes to the composition or design of the T20 Energy Drink logo.
9. This agreement shall terminate three (3) years from the effective date unless renewed by mutual consent. The COMPANY may terminate the Agreement at any time by giving the DISTRIBUTOR thirty (30) days prior written notice of termination sent by certified mail, return receipt requested to the address listed above. Termination is effective upon receipt by the other party or once delivery of the notice was attempted to the address below. Upon termination, amounts owed by DISTRIBUTOR to COMPANY are due and payable immediately upon termination.
10. DISTRIBUTOR acknowledges that it may have access to confidential information and data of substantial value to the COMPANY, and this value would be impaired if said information and data were disclosed to third parties. Therefore, DISTRIBUTOR agrees that, during the term of this Agreement and after the termination hereof, DISTRIBUTOR and its Representatives shall keep and treat as strictly confidential, and shall not publicize, disclose or otherwise divulge or use for its own benefit of any third party, all proprietary rights or confidential data and information which have been or may hereafter be made available, directly or indirectly, to it by COMPANY or any other person, or which it acquires as a result of any relationship with the COMPANY or with the prior written consent of the COMPANY. DISTRIBUTOR shall not duplicate, reproduce or photocopy any documents, data or correspondence furnished or disclosed to it by the COMPANY without the prior written consent of the COMPANY.
11. DISTRIBUTOR agrees to indemnify and hold COMPANY harmless from and against any and all claims, demands, causes of action, suits, proceedings, judgments, decrees, liabilities, losses, damages and costs (including any legal fees and expenses



- incident thereto) which COMPANY may sustain in connection with damage to an indemnified party's negligence or the negligence of the indemnifying party's employees, sales personnel, agents or affiliates.
12. DISTRIBUTOR shall not assign this Agreement or any rights hereunder, including any assignment by merger, sale or operation of law, without prior written consent of the COMPANY.
 13. This agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties submit to the jurisdiction of Florida state courts located in Palm Beach County, Florida with respect to any action of proceeding arising out of this Agreement and the parties waive any other objection which it may have to any such action or proceeding being brought in any court located in Palm Beach County, Florida
 14. Terms are net cash upon delivery, except where satisfactory credit is established in which case terms are net thirty (30) days from date of delivery. The COMPANY reserves the right to revoke any credit extended at the COMPANY'S sole discretion. Distributor agrees to pay such invoices when due regardless of other scheduled deliveries. Invoices not paid within thirty (30) days of the invoice date will have one and one-half percent (1-1/2%) per month finance charge assessed against the unpaid balance from the date of invoice until the date of payment
 15. DISTRIBUTOR SHALL ORDER FROM COMPANY. Each order shall specify the number of cases.
 16. The relationship between the parties established by this Agreement shall be solely that of vendor and vendee and all rights and powers not expressly granted to the DISTRIBUTOR are expressly reserved to the COMPANY. The DISTRIBUTOR shall have no right, power or authority in any way to bind the COMPANY to the fulfillment of any condition not herein contained, or to any contract or obligation, expressed or implied.

Initials: _____/_____



EXHIBIT A
SALES REPORTING FORM

COMPANY NAME: _____

ADDRESS: _____

City and State: _____

Country: _____

CONTACT INFORMATION:

Telephone: _____ (Office)

Telephone: _____ (Mobile)

Fax: _____

Email: _____

Website: _____

TERRITORY DESIRED: _____

TYPE OF DISTRIBUTION: __ EXCLUSIVE / __NON EXCLUSIVE

COMPETING PRODUCTS YOU CURRENTLY DISTRIBUTE:

LICENSE(S) _____

PROOF OF INSURANCE: _____

MONTHLY SALES INFORMATION:

NUMBER OF CAES ORDERED: _____

NUMBER OF CASES SOLD: _____

SALES BY COUNTY: _____

SALES BY STATE: _____

Initials: ____/____



EXHIBIT B

1. PRICING AND ORDERING PROTOCOL FOR DISTRIBUTION

DISTRIBUTOR shall pay said price of \$_____ per case as defined below to the COMPANY prior to distribution. COMPANY shall provide DISTRIBUTOR coordinates for distribution once DISTRIBUTOR has submitted proper documentation as stated in paragraph six (6) above along with appropriate funds to the COMPANY for distribution and sale of T20 energy drink.

2. SLIDING SCALE PRICING: Whereas DISTRIBUTOR agrees to conduct all advertising and selling activities including, but not limited to, mailings, telephone solicitation, space advertising and direct selling to solicit and gain customer commitment and does so at DISTRIBUTORS' S expense, DISTRIBUTOR shall pay a price of \$_____ per case as defined below. Should DISTRIBUTOR not agree to conduct all advertising and selling activities including, but not limited to, mailings, telephone solicitation, space advertising and direct selling to solicit and gain customer commitment and do so at DISTRIBUTORS' S expense, the price per case shall be \$_____.

3. PRICING UNIT DEFINITION: One (1) case of T20 Energy Drink is _____ per case.

4. DISTRIBUTOR shall name COMPANY as a party on DISTRIBUTOR'S liability insurance policy to indemnify COMPANY from any claims, legal or otherwise, that may arise from any actions of the DISTRIBUTOR.

SIGNATURE PAGE

_____ (NAME PRINTED)

_____ DATE: _____

On behalf of the COMPANY

_____ (NAME PRINTED)

_____ DATE: _____

On behalf of the DISTRIBUTOR

WITNESSES:

_____ (PRINTED) DATE: _____

_____ (SIGNATURE)

_____ (PRINTED) DATE: _____

_____ (SIGNATURE)

Initials: ____/____