



TMC INDEPENDENT SALES REPRESENTATIVE AGREEMENT

Parties: These terms and conditions are a legal contract between you Independent Sales Representative (hereinafter “ISR”) and “Tex-Mex Curios Incorporated, (hereinafter “TMC”), a business incorporated in the state of Texas for the advertisement, sale and distribution of “TMC ” products.

In consideration: of the mutual covenants and agreements contained herein, ISR agrees to purchase a display of TMC products and marketing material in accordance with the exhibit A hereby attached and which is incorporated as part of this agreement.

In consideration of mutual covenants and agreements contained herein, ISR hereby agrees to purchase a display of TMC products and marketing material as described in exhibit A and agrees to pay the sum of \$_____ as a down payment on the effective date and agrees to pay the balance of \$_____ on _____ (Date). Upon the execution of this agreement, such initial fees shall be non-refundable

Term: The term of this agreement is for 1 year from the date of the execution of this agreement. Annual renewal shall be subject to approval by TMC and ISR shall pay a annual renewal fee of fifty dollars (\$50.00).

Notice: This agreement shall be terminated in the event of a breach of this agreement upon providing the party with a 10 written notice.

Commissions: TMC shall pay ISR commissions in accordance with exhibit B which is hereby attached and incorporated as part of the agreement. All commissions are paid on 1st and 15th of each month. Commissions shall be paid only after ISR’s customer orders have been processed and have been approved in accordance with TMC business transaction policies and procedures.

Duties: TMC shall provide ISR with a display of TMC products, marketing material, training material, administrative forms, sales tips, guidelines at the point of purchase. Upon TMC receipt of ISR’s order forms, customer contact information, customer credit card information, checks and upon approval of product purchase transaction, TMC shall mail the products purchased to ISR’s customer mailing address.

Cash Transactions: TMC encourages all business transactions for the purchase of product to be conducted by receipt of credit cards or personal checks. If ISR receives cash for the purchase of products, ISR shall make a check payable to Tex-Mex Curios Incorporated for the processing of customer orders and or provide Tex-Mex Curios with a credit card for customer order processing.

I.

No Agency. The relationship of TMC and ISR as set forth by these terms and conditions is that of independent contractor, and neither party is an employee, agent, partner or joint venture of the other. ISR shall not be considered an agent or legal representative of TMC for any purpose, and neither ISR nor any director, officer, agent, or employee of ISR shall be, or be considered, an agent or employee of TMC. ISR is not granted and shall not exercise the right or authority to assume or create any obligation or responsibility on behalf of or in the name of TMC. ISR acknowledges and agrees to be solely responsible for paying all operating expenses incurred in the operation of its sale of TMC products including but not limited to rent, taxes, telephone, local and long distance, broadband connections, cellular, all office expenses, all insurance, payroll, all taxes associated with payroll, contract labor, auto expense, postage and delivery, printing, professional fees, dues, subscriptions, promotional, advertising and marketing, organizational dues, travel, entertainment, equipment leases, all repairs associated with equipment, bank service charges, computer and technical support, and staff support.

II.

Legal Standards. ISR hereby agrees to comply at all times with all state and federal governmental standards, laws, policy applicable to the Health care industry in the selling of TMC Products. Failure to remain in strict conformity with state, and federal governmental standards, laws, policy applicable to the Health care industry shall result in the immediate termination of the contractual relationship.

III.

Customer Care. ISR hereby agrees that ISR shall treat its' customers in a manner that shall uphold the integrity and goodwill of Tex-Mex Curios Incorporated. ISR hereby agrees to comply at all times with TMC policy and procedures regarding order fulfillment and use its best efforts for customer care. ISR shall not engage in any deceptive, unfair or illegal practice. In the event ISR engages in any deceptive, unfair or illegal act, this agreement shall be subject to immediate

termination and ISR shall be charged for any monetary damages incurred by ISR's customers.

IV.

Cost Increase. TMC may adjust or increase the cost established by the agreement from time to time in relation to cost to produce TMC goods, inflation or in relation to annual cost of living increases as set forth by a standard account CPI index. ISR hereby understands that TMC may increase or decrease commissions to reflect product prices where TMC gross profit margin for sale of a Product has decreased. ISR hereby agrees to sell TMC products in accordance with the recommended retail price as determined by TMC.

V.

Advertisement. ISR hereby understands that any and all advertisement of TMC products shall be expressly approved by TMC. Please contact TMC regarding any campaign that is not part of your marketing package.

VI.

License of TMC Marks. Subject to the terms and conditions herein, TMC grants to ISR a non-transferable, revocable license, without right of sublicense, to use the TMC marks, including any patents, trademarks, trade names or copyrights in the TMC products or the product lines that include the products, solely in connection with the advertisement, sale and distribution of the TMC products. ISR shall not use the TMC marks except as expressly permitted herein.

VII.

Restrictions on Use of Marks. Nothing contained herein shall grant or shall be deemed to grant to ISR any right, title or interest in or to the TMC marks. All uses of the TMC marks shall inure solely to the benefit of TMC, and ISR shall obtain no rights with respect to any of the TMC marks, other than the right to sell products as set forth herein, and ISR hereby irrevocably assigns to TMC all right, title and interest held by ISR, if any, in or to any of the TMC marks. At no time during or after the term of the parties' business relationship shall ISR challenge or assist others in challenging the TMC marks (except to the extent expressly entitled by applicable law) or the registration thereof or attempt to register any trademarks, service marks or trade names confusingly similar to the TMC marks.

Upon any termination or expiration of the parties' business relationship or upon written notice by TMC, ISR shall immediately cease to use any and all of the TMC marks as authorized herein.

VIII.

Infringement. ISR shall promptly notify TMC of any actual or suspected infringements, imitations, or unauthorized use of the TMC marks by third parties of which ISR becomes aware. TMC shall have the sole right, at its expense, to bring any action on account of any such infringements, imitations or unauthorized use, and ISR shall cooperate with TMC, as TMC may reasonably request, in connection with any such action brought by TMC. TMC shall retain any and all damages, settlement and/or compensation paid in connection with any such action brought by TMC.

IX.

Trade Secrets and Non-Competition: ISR acknowledges and understands that ISR will be afforded the opportunity to obtain access to TMC trade secrets and confidential information concerning TMC products including with out limited to TMC products, product information, product formulas, product marketing material, business marketing strategies, product development, administrative materials, TMC business knowledge and expertise. ISR shall not directly or indirectly at any time during the term of this agreement disseminate to anyone or make use of any confidential material for any purpose whatsoever other than in connection with conducting business pursuant to this agreement. Upon violation of this provision, ISR shall immediately return all TMC confidential information to the TMC corporate office. ISR further agrees that for a period of 1 year, ISR shall not directly or indirectly through or by means of any person, entity or artifice, solicit, promote, sponsor or recruit any TMC sales representatives to join, promote, sell or purchase products of or participate in as a salesperson or otherwise, any multi-level marketing or campaign that competes with TMC.

X.

Indemnification. ISR agrees to indemnify and hold TMC, its officers, directors, employees, successors, and assigns harmless from and against any and all losses, damages or expenses of whatever form or nature, including attorneys' fees and other costs of legal defense, whether direct or indirect, that they, or any of them, may sustain or incur as a result of any acts or omissions of ISR or any of its directors, officers, employees, or agents, including but not limited to (i) breach of any of these terms and conditions herein, (ii) negligence or other tortious conduct, (iii) representations or statements not specifically authorized by TMC in writing

or not expressly provided on the TMC website, or (iv) violation by ISR (or any of its directors, officers, employees, or agents) of any applicable law, regulation, or order in the United States, including, but not limited to, any law regulating the transmission of unsolicited commercial email ("spam").

XI.

Representations and Warranties. Each party represents and warrants to the other party that such party has the full corporate right, power and authority to enter into this agreement and to perform the acts required of it hereunder; and the performance by any such party of its obligations and duties hereunder do not and will not violate any agreement to which such party is a party or by which it is otherwise bound; and this agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms. Except as otherwise provided in this Agreement, no amendments, changes or variance from this agreement shall be binding upon either TMC or ISR except by mutual written agreement.

XII.

Enforcement. TMC or its designee shall be entitled to obtain, without bond, declarations, temporary and permanent injunctions, and orders of specific performance, in order to enforce the provisions of this agreement relating to ISR's use of the Licensed Marks, the obligations of ISR's termination or expiration of this agreement, and assignment of the ISR's and ownership interests in ISR or to prohibit any act or omission by ISR or its employees which constitutes a violation of any applicable law or regulation, which is dishonest or misleading to prospective or current customers of business operated under the sell of products which constitutes a danger to other ISR's, employees, customers or the public, or which may impair the goodwill associated with the Licensed Marks.

XIII.

Sales and Distribution. ISR will not sell any TMC product on eBay, Amazon, any of their affiliate's websites or any other auction website or online marketplace. Prices do not include and are net of any foreign or domestic governmental taxes or charges of any kind that may be applicable to the sale, licensing, marketing or distribution of the products. ISR understands and acknowledges that all sales are final and that they are not entitled to return any product for a full or partial refund.

XIV.

Governing Law and Dispute Resolution. This Agreement is accepted in the State of TEXAS (the “State”) and shall be governed by and construed in accordance with the laws thereof, which laws shall prevail in the event of any conflict; The parties hereto agree that it is in their best interest to resolve disputes between them in an orderly fashion and in a consistent manner hereby agree to resolve legal matters first through a mediation process and if a mediation process does not resolve the issues both parties agree to arbitration in accordance with the American Association of Arbitration and such forum shall be in the State of Texas. The parties hereby agree that the mediator or arbitrator chosen shall be a qualified person in the area of commercial transactions law.

XV.

Severability and Construction. In case any one or more of the provisions of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

XVI.

Assignment. The agreement or any interest therein may not be assigned or transferred without express written consent of TMC.

XVII.

Heirs. This agreement shall be binding upon and inure to the benefit of the parties, their heirs and permitted successors in interest.

ACKNOWLEDGMENT

**INDEPENDENT SALES REPRESENTATIVE HEREBY
ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS
THE TERMS OF THE AGREEMENT. INDEPENDENT SALES**

REPRESENTATIVE HEREBY ACKNOWLEDGES AND UNDERSTANDS THAT HE/SHE IS NOT RELYING UPON ANY REPRESENTATIONS AS TO THE FINANCIAL RESULTS AND SUCCESS THAT HE/SHE MIGHT ACHIEVE REGARDING THE PURCHASE AND PROMOTION OF TMC PRODUCTS.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first written below.

TEX-MEX CURIOS INCORPORATED

By: _____

Printed Name: _____

Title: _____

Date: _____

INDEPENDENT SALES REPRESENTATIVE

By: _____

Printed Name: _____

Date: _____