



Nu You
Technologies,
LLC.

January 25

2012

Product Independent Distributors Agreements and Guide

Contract,
Independent
Distributor
Application,
Policies and
Procedures

Nu You Technologies, LLC.

Distributor Agreement

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Nu You Technologies, LLC. (Re: Nudred U.S. Patent # 7198050B2). Dallas, Texas

(The Manufacturer)

AND

THE INDEPENDENT DISTRIBUTOR

BACKGROUND:

- ❖ The Independent Distributor is acting on behalf of Nu You Technologies, LLC, an American manufacturer of hair care products, specifically Nudred, U.S. patent number 7198050B2.
- ❖ The Independent Distributor has confirmed that he/she has the necessary qualifications, experience, knowledge, and abilities to provide services described in this agreement with the manufacturer's best interest in mind.
- ❖ The Independent Distributor agrees to provide such services to the manufacturer on the terms and conditions as set forth in this agreement and abide by the Nu You Technologies, LLC. Policies and Procedures.

IN CONSIDERATION OF the matters described above and the mutual benefits and obligations set forth in this agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this agreement as follows:

- ❖ Engagement
 - The manufacturer hereby
 - Agrees to engage the Independent Distributor as its independent agent to provide the manufacturer with services consistent with introducing, marketing and retail selling the manufacturer's products.
 - Other services may apply as the manufacturer and Independent Distributor may agree in writing.
- ❖ Terms of Agreement
 - The terms of this agreement will begin 7/11/2011 and remain in force indefinitely. This agreement renews itself automatically unless terminated in accordance with the Policies and Procedures of Nu You Technologies, LLC.
- ❖ Territory
 - No territories will be allocated exclusively to any "Independent Distributor" unless they meet or exceed 100 cases per month of sales product in a given area. At Nu You Technologies, LLC discretion, an exclusive contract agreement with specifics will be developed and signed by both parties to address said and/or mutually agreed exclusive territory (s).

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❖ Performance

- Both parties agree to abide by the Policies and Procedures developed by Nu You Technologies, LLC to ensure terms of this agreement are met. The working process is described as follows:
 - The independent distributor purchases product at a discount; markets and engages in retail sales of corporate products.
 - The manufacturer agrees to support the Independent Distributor via sales, technical and marketing support in the pre and post sales phase.

❖ Compensation

- The Independent Distributor purchase of the products for an agreed set unit discounted price will be compensated by the end retail user based on the stated manufacture minimum and maximum point of sale as agreed by Nu You Technologies, LLC. Promotional incentives may also be a method in which an Independent Distributor is compensated. Therefore, all compensation outside of the scope of retail sales revenues is at the discretion of Nu You Technologies, LLC.

❖ Provision of Amenities

- The manufacturer will provide all necessary marketing and technical material reasonably requested by the Independent Distributor for a fee or at no cost if sales performance exceeds 200 units of product; purchased and sold each month for two consecutive months.

❖ Notice, Concerns, Communication

- All notices, requests, demands, changes or other communications required or permitted by the terms of this agreement will be given in writing in person, by certified mail, and/or by email, The address for all notices to be delivered to the corporate office is as follows:
 - Nu You Technologies, LLC, Dallas, Texas. (214) 402-3539. info@nudred.com
- The Independent Distributor's mailing address will be what is on record on the Independent Distributor Agreement Application unless an official written notification of change of address is provided to the Nu You Technologies, LLC. Corporate office.

❖ Confidentiality

- The Independent Distributor acknowledges a material term of the agreement with the manufacturer is to keep all confidential information, as defined below, belonging to the manufacturer absolutely confidential and protect its release to the public. The Independent Distributor agrees to not divulge, reveal, report or use, for any purposes any confidential information which the Independent Distributor has obtained or which was disclosed to the Independent Distributor by the manufacturer. For the purpose of this agreement, „Confidential Information" shall mean any information disclosed, either orally or in writing, by the manufacturer to the Independent Distributor of a competitively sensitive or proprietary nature. Confidential information does not, however, include information that the Independent Distributor can demonstrate:
 - Is now, or hereafter becomes, through no act or failure to act on the part of manufacturer, generally known or available to the general public

- Was known by the Independent Distributor before receiving such information from the manufacturer; or
 - Is hereafter rightfully obtained by the distributor from a third party, without breach of any obligation to the manufacturer.
 - Now withstanding; the above, in the event of reliance on any of the above three examples for the purposes of a permitted disclosure by the receiving party in accordance with the terms of this agreement, the burden of proof shall always be on the receiving party to prove that such disclosure did not include confidential information. The obligation to protect the confidentiality of the manufacturer's confidential information will survive the termination of this agreement and will continue for a period of two years from the date of such termination.
 - The Independent Distributor may disclose any of the confidential information:
 - To a third party where the manufacturer has consented in writing to such disclosure; and
 - To the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body. However, the Independent Distributor will first have given prompt notice to the manufacturer for any possible or prospective order (or proceeding pursuant to which any order may result), and the manufacturer will have been afforded a reasonable opportunity to prevent or limit any disclosure.
- ❖ Non-Competition
 - Other than with the express written consent of the manufacturer which will not be unreasonably withheld, the Independent Distributor will not, during the term of this agreement be directly or indirectly involved with a business which is in direct competition with Nu You Technologies, LLC. products.
- ❖ Non-Solicitation
 - Any attempt on the part of the Independent Distributor to induce others to leave the manufacturer's employ, or any effort by the Independent Distributor to interfere with the manufacturer's relationship with its employees, affiliates or other Independent Distributors, would be harmful and damaging to the manufacturer. The Independent Distributor agrees that during the term of this agreement, he/she will not, directly or indirectly:
 - Induce or attempt to induce any employee or other Independent Distributor of the manufacturer to quit employment or retainer with manufacturer.
 - Otherwise interfere with or disrupt the manufacturer's relationship with its employees, affiliates or other distributors
 - Discuss employment opportunities, provide information about competitive employment to any of the manufacturer's employees or other distributors; or,
 - Solicit, entice or hire away any employee or other service provider of the manufacturer.
- ❖ Assignment
 - This agreement being entered into in reliance upon and in consideration of the skills and qualifications of the Independent Distributor. The Independent Distributor may not appoint its own agent to provide the services.

- ❖ Capacity/Independent Contractor
 - It's expressly agreed the Independent Distributor is acting as an independent business and not as an employee in providing the services hereunder. The Independent Distributor and the manufacturer in this agreement does not create a partnership or joint venture between them.

- ❖ Modification of Agreement
 - Any amendment or modification of this agreement or additional obligation assumed by either party in connection with this agreement will only be binding if evidenced in writing, and signed by each party or an authorized representative of each of each party.

- ❖ Time of the Essence
 - Time will be of the essence of this agreement and of every part hereof. No extension or variation of this agreement except as expressed in it.

- ❖ Entire Agreement
 - It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement except as expressed in it.

- ❖ Severance
 - In the event that any of the provisions of this agreement are held invalid or unenforceable in whole or in part, all others nevertheless will continue to be valid and enforceable parts severed from the remainder of this agreement. ??

- ❖ Currency
 - Unless otherwise provided for all monetary amounts referred to herein will be paid with US dollars.

- ❖ Termination of Agreement
 - The manufacturer may terminate this agreement at any time with a written notice. The Independent Distributor may terminate this agreement at any time by giving the manufacturer a thirty (30) day written notice; provided however, notwithstanding anything to the contrary herein. In the event the Independent Distributor terminates this agreement he/she shall not be entitled to any compensation. ???The obligation of the Independent Distributor under this agreement will terminate upon the earlier of the manufacturer ceasing to be engaged by the manufacturer or the termination of this agreement by the manufacturer or the Independent Distributor.???

❖ Governing Law

- The intention of the parties to this agreement and the performance under this agreement shall be governed by Texas law.

IN THE WITNESS WHEREOF the parties have duly executed this agreement on the _____, 2012.

Nu You Technologies, LLC CEO

Independent Distributor

Print Name: _____

Print Name _____

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Policies & Procedures

Section One – Introduction

1.1 Policies Incorporated Into Independent Distributors Agreement

These Policies and Procedures, in their present form and as amended from time to time at Nu You Technologies, LLC, LLC discretion, are incorporated into the Nu You Technologies, LLC. Independent Distributors Agreement. It is the responsibility of each Independent Distributor to read, understand and adhere to, and ensure that he/she is aware of and operating under the most current version of the Policies and Procedures. For the purpose of these policies, the term Independent Distributor refers to all individuals who enter into an Independent Distributors Application and Agreement with Nu You Technologies, LLC. after January 25, 2011.

1.2 Purpose

The purpose of the Distributors Agreement is:

1. To define the relationship between Nu You Technologies, LLC. and the Independent Distributor
2. To set the standard of acceptable business behavior;
3. To assist Distributors in building and protecting the business

1.3 Changes

The Company may periodically amend the terms and conditions of the Distributors Agreement, Policies and Procedure and Unit Prices. Amendments will be effective upon notification of the charges in an official notification distributed to all active Independent Distributors.

1.4 Delays

Nu You Technologies, LLC. will not be responsible for delays and failures in performing its obligation due to circumstances beyond its reasonable control, such as strikes, labor disputes, riots, war, fire, death or interruption of a source of supply, government decrees or orders etc.

1.5 Policies and Provisions Severable

If any provision of the Distributor Agreement as it currently exist or as might be amended is found to be invalid, illegal, or unenforceable for any reason, only the valid provision will be severed in the Distribution Agreement: The remaining terms and provisions shall remain in full force and will be construed as if such invalid, illegal or unenforceable provision never were a part of the Distributors Agreement.

1.6 Waiver

Nu You Technologies, LLC, never forfeits its right to require Independent Distributors compliance with the Independent Distributors Agreement or with laws and regulations governing proper business conduct globally. Only in rare circumstances will policy be waived, and such wavers will be conveyed in writing by an officer of Nu You Technologies, LLC.

Section Two – Becoming a Distributor

2.1 Nu You Technologies, LLC. Independent Distributor Requirements:

1. Be at least 18 years of age or legal age of your country of residence
2. Submit an original signed Independent Distributors Application
3. Purchase product based on unit pricing
4. Have a valid U.S. Social Security or Federal Tax ID number or Canadian Business Social Insurance or Business Number
5. Complete and submit a W9
6. Have a valid Driver's License

Nu You Technologies, LLC. reserves the right to accept or decline any application for any reason. Copies of U.S. Social Security or Federal Tax ID number or Canadian Business Social Insurance or Business Number and valid Driver's License must be received by Nu You Technologies, LLC, within 48 hours of receipt of Application to become a qualified Independent Distributor.

2.2 Identification and Distributors Numbers

NuYou Technologies, LLC. will issue a unique Independent Distributor number to each qualified Distributor the same day Application and support documents are received, if not sooner via a Back Office automated tool.

2.3 Distributor Benefits

Once approved by NuYou Technologies, LLC. to be an official Independent Distributor the following benefits will apply:

1. Purchase NuYou Technologies, LLC. products and services at Independent Distributor prices;
2. Have the right to lease/rent Nu You Technologies, LLC. Promotional Marketing Fair Item e.g. presentation tents etc.
3. Participate in Nu You Technologies, LLC. sponsored support, service, training, motivation and recognition functions upon payment of appropriate fees, if applicable;
4. Receive Nu You Technologies, LLC. literature and other communications.
5. Participate in promotional and incentive contest.
6. Profit from Nu You Technologies, LLC. Retail sales opportunities.
7. Distributor's contact/address will be posted on manufacturer's website.

2.4 Distributorship Fee's/Renewal

- 1. Distributor must make a monthly minimum of 5 kits to remain a distributor.**

NuYou Technologies, LLC. has no hidden fees associated to become an Independent Distributor. See Requirements Section 2.1.

Section Three – Operating as a Nu You Technologies, LLC, Independent Distributorship

3.1 Household Member or Affiliated Individuals

If any member of the Independent Distributor's immediate household engages in any activity which, if performed by the Independent Distributor would violate any provision of the Independent Distributor Agreement, such activity will be considered an Independent Distributor violation.

3.2 Advertising

All ads and/or campaigns and/or Fairs must be approved in writing by an officer of Nu You Technologies, LLC. to insure proper company representation and no conflict of interest. Nu You Technologies, LLC. will not be a party to advertising deception or misrepresentation of products and services.

3.3 General

Distributors should avoid all discourteous, deceptive, misleading, illegal, unethical, and immoral conduct and practices in their marketing and promotion of Nu You Technologies, LLC, products and services.

3.4 Newspaper, Television, Internet and Radio

Distributors may advertise on television, radio, newspaper and Internet subject to Nu You Technologies, LLC. express written approval.

3.5 Media Inquiries

Distributors must refer all media inquiries regarding Nu You Technologies, LLC. and its products to Nu You Technologies, LLC. Compliance Officer. This will ensure that accurate and consistent information is conveyed by all.

3.6 Trademarks and Copyrights

- A Distributor may not use the Nu You Technologies, LLC. trademarks or trade name or corporate logo to promote their independent business. They must use the Nu You Technologies, LLC. "Independent Distributor" logo to promote their business. A copy of the logo can be obtained on the Nu You Technologies, LLC. Website in the Back Office or via email.
- Independent Distributors must ALWAYS identify themselves as Independent Distributors in all ads and even in the phone book or Internet.
- Independent Distributors should not answer their phone in any manner that might lead a caller to believe they have called Nu You Technologies, LLC. Corporate office.

- Independent Distributors are not allowed to reproduce, record, or copy any presentation or speech by Nu You Technologies, LLC. Spokespersons, officers, directors, associates, and/or representatives without express written permission from a Nu You Technologies, LLC. Official. That includes video, pictures, CD's, DVD's and any other new media.
- Independent Distributors are not allowed to copy or publish any copyrighted materials that are the property of Nu You Technologies, LLC. without expressed written permission from a corporate officer.

3.7 Product Claims

Nu You Technologies, LLC. Independent Distributors may not make false claims of treatments, cures, diagnosis, mitigation, or prevention of any disease. Independent Distributors need to be aware that with some products, individuals could have an allergic reaction even though Nu You Technologies, LLC. products are made of natural elements.

3.8 Deceptive Practices

Independent Distributors must in "good faith" truthfully explain Nu You Technologies, LLC. products, opportunities and Policies and Procedures.

Independent Distributors should never misrepresent expenditures, profits and corporate Policies and Procedures that include slandering the company due to disagreements.

3.9 Independent Contract

All Independent Distributors are considered "Independent Contractors". They are responsible for their own taxes and expenses to conduct business. It is advisable that all Independent Distributors seek an accountant and legal professional service to protect and educate them on the proper business protocols. Independent Distributors are NOT considered employees and therefore can establish their own hours, goals and methods within reason of sales, so long as he/she complies with applicable laws and the terms and conditions of the Independent Distributors Agreement.

Section Four - Product and Business Liability

4.0 Product Liability Coverage

NuYou Technologies, LLC. maintains insurance to protect the Company and Associates against product liability claims. NuYou Technologies, LLC. product liability policy does not extend coverage to claims that arise as a result of an Independent Distributor's misconduct in marketing the products. It is suggested that you obtain insurance for your business activities though it is not required to be an "Independent Distributor" of Nu You Technologies, LLC.

Section Five - Product Packaging

5.0 Repackaging and Relabeling Prohibited

No Independent Distributor/Distributor is allowed to repackage, relabel or alter products, materials, or programs in any way

Section Six - Retail Pricing

7.0 Set Retail Pricing

Independent Distributors are not allowed to set their own retail rate at anytime unless expressly agreed in writing by Nu You Technologies, LLC corporate office. Readjusting the rate will invalidate the terms of the Independent Distributors Agreement. The rate is at the discretion of Nu You Technologies, LLC. and are set retail price minimums and maximums. They can be found online in the Back Office of the Nu You Technologies, LLC. Independent Distributor Back Office or sent via email.

Section Seven- Business Dispute, Resolutions, Violations and Payment

7.0 Sale, Transfer or Assignment of Distributorship

Distributors may not sell, transfer, or assign their Distributorship rights to any person or entity without Nu You Technologies, LLC. express written approval that includes relatives and friends respectively.

All Independent Distributors must be in good standing with Nu You Technologies, LLC. to continue to distribute and/or sell Nu You Technologies, LLC. products and services.

7.1 Product Return or Exchange Policies

Anyone returning a damaged or defective product must complete the Nu You Technologies, LLC. Exchange and Return Form prior to shipping. The product must be returned unused. The form is located on the corporate website.

Retail Customers have 7 business days to return unwanted products and receive a full refund. Other returns are at the discretion of Nu You Technologies, LLC. and the same return form must be filled out for a tracking code.

7.2 Disputes and Resolutions

All grievances and complaints between Independent Distributors, company and/or retailers need to be formalized in writing to the corporate office. Once received, the office will acknowledge the receipt of the grievance/ complaint and take the necessary steps for resolutions. A Dispute and Resolution form will be located on the corporate website to track, and quickly resolve resolutions and concerns.

7.3. Violations

Violation of any of the terms and conditions of the Independent Distribution Agreement such as illegal, fraudulent, deceptive or unethical business conduct by an Independent Distributor will result NuYou Technologies, LLC. discretion, in one or more of the following:

- A written warning, clarifying specifics breaches
- Imposing fair and reasonable fines or penalties in proportion to actual damages incurred by Nu You Technologies, LLC.
- Termination of all privileges

7.4 Order /Payment

Independent Distributor orders will be at the Unit Rates noted on the corporate website.

- Orders can be made online, by fax and postal to the corporate office.
- Orders are to be paid in full by credit card, check (must clear first), Western Union, EFT, PayPal, Debit Card and/or Money Order

7.5 Product Delivery Method

Products will be delivered by US Mail unless there is a request for FEDEX or UPS. FEDEX and UPS orders will require additional fees based on the demographical rate.

7.6 Distributor's Return Policy

Distributors must be clear that there is absolutely no return/refund of inventory/orders once shipping is paid and order has been processed, with some exception:

Damage due to shipping

Manufacturer's defect

*Note: If Corporate Back Office is not available, all forms and concerns can be emailed upon request

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