



SURVIVAL OPTICS SUNGLASSES
5289 EAST BAY BLVD.
GULF BREEZE, FLORIDA 32563
TELEPHONE: 850.932.2242

REPRESENTATIVE AGREEMENT

The following is an agreement entered into by _____, an independent sales representative and Survival Optics Sunglasses (Wear Products Inc.). This agreement will begin on the following date: _____.

REPRESENTATIVE SERVICES: THE SERVICES TO BE PERFORMED:

1. Contact retailers for purpose of securing them as dealers for Survival Optics Sunglasses. Contact to be by telephone, mail and visit.
2. Wear and show SOS (Survival Optics Sunglasses) to retailers and inform them of features, benefits, prices and terms. SOS samples shown are to be clean and in as new condition.
3. Sell to retailers in accordance with Survival Optics Sunglasses terms: C.O.D., Prepay or Net 30 Days with approved credit. Survival Optics Sunglasses accepts all credit card payments. Assist potential customers and customers in establishing credit by furnishing copies of the Survival Optics Sunglasses credit application. Also assist in insuring customers within the State of Florida provide Florida Resell Tax ID Certificates to Survival Optics Sunglasses so orders may be invoiced without sales tax. Federal Tax ID number and Florida Resell Tax ID Certificates must be on file at Survival Optics Sunglasses prior to shipment of orders. Sell to retailers at current published wholesale costs. Discounts from wholesale cost to be approved by Survival Optics Sunglasses Management.
4. Assist Survival Optics Sunglasses at shows and seminars whenever conducted within the sales representative's territory.
5. Maintain regular visits to current Survival Optics Sunglasses customers to assist with product knowledge and merchandising. Maintain Survival Optics Sunglasses displays and strive to obtain the best possible counter positioning for Survival Optics Sunglasses.
6. Furnish written reports, no less than monthly, to Survival Optics Sunglasses management listing contacts and activity. Maintain regular contact with Survival Optics Sunglasses management, preferably weekly, to report a summary of activity, sales plans and forecasts.

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LEADING TECHNOLOGY AT HALF THE PRICE!



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7. Before contacting customers or potential customers who are outside of the agreed upon market(s) and/or territories the representative must contact Survival Optics Sunglasses management for approval and coordination. This is to protect all involved and avoid conflicts with other sales representatives and/or distributors.
8. Enter all orders from customers to Survival Optics Sunglasses the same day as obtained from the customer to facilitate the order entry and shipping process.
9. Maintain professional appearance and language whenever contacting customers.
9. Commit to only prices, terms, conditions and shipping dates that are Survival Optics Sunglasses policy. Confirm special shipping dates and all other special terms and conditions of an order before committing to the customer.

TERM(S) & CONDITIONS: THE TERM(S) & CONDITIONS AGREED TO:

1. Survival Optics Sunglasses agrees to: Pay a commission up to 10% for all sales to qualified retailers. Current commission as of this date is 10% for all sales to retailers at standard wholesale cost. Discounted sales may require discounted commissions that will be determined prior to the customer quotation and subsequent sale. Survival Optics Sunglasses management must approve all discounted sales.
2. Commission shall be paid on an as paid basis and the accumulated total of commissions due the representative for all payments received each month will be paid by the 5th of the following month. The sales representative must provide up to date sales activity reports to Survival Optics Sunglasses management to qualify for commission payment.
3. Representatives are independent contractors and responsible for their income tax reporting and payment. Survival Optics Sunglasses will furnish the rep the appropriate forms showing all payments made to the representative during a calendar year. In accordance with tax laws, Survival Optics Sunglasses will report the representative's payments to the IRS.
4. Returned goods and credits will be deducted from sales commissions. Deductions will show on the month's commission report following the returns/credits.

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5. Slow pay accounts will be reported to the rep by Survival Optics Sunglasses accounting. The representative will be expected to help collect. Customers who do not pay in accordance with credit terms will not be shipped product until past due payments are made. Customers may contact Survival Optics Sunglasses to arrange satisfactory payment agreements. The representative is expected to help this process. Survival Optics Sunglasses may periodically offer specials to retailers to motivate sales and/or introduce new products. Retailers who are not paid current will not qualify for specials.
6. Survival Optics Sunglasses will provide samples at special terms and prices to assist the representative. Conditions will be determined upon agreement. In general the sample discount is billed to the representative at 50% off current wholesale cost. The representative will be responsible for the samples. Representatives may return samples that are in "as new" condition for exchange or credit if done within one year from obtaining the samples. All open invoices will be payable by the representative on his annual start date anniversary. All sample accounts should be settled and restructured at this time to keep samples current and in "as new" condition.
7. Survival Optics Sunglasses will provide sales, shipment and payment record for all sales representative customer activities. Current policy is to provide copies of all orders during the month and provide a statement listing all sales activities for the month. The monthly report will be sent within 10 days of the first of each month.
8. Survival Optics Sunglasses will provide product training, sales training and all help possible to assist the sales representative.
9. Survival Optics Sunglasses will provide leads to the sales representative. The leads will be generated by advertising, promotion, trade shows and other sources. The representative must contact all leads within 5 days of receiving them and report the status to Survival Optics Sunglasses management. Key and "hot" prospect leads should be contacted within 1 to 2 days followed by a report to Survival Optics Sunglasses management.
10. Survival Optics Sunglasses will protect all sales representative accounts whenever the sales representative is actively involved with those accounts and is affecting orders by regular visits and contact with the customers.

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MARKET(S) & TERRITORY: THE MARKET(S) & TERRITORY AGREED TO:

1. The following market territory is granted by Survival Optics Sunglasses & Wear Products Inc to:

representative (name) _____ on (date) ____/____/____ .

Market Area Territory: _____

Approved by: _____

It is agreed that either party, either the sales representative or Survival Optics Sunglasses, may terminate this agreement with written notice 30 days prior to the date of termination. This is for protection of both parties in the event that circumstances require such termination. It is the intention of SOS and Wear Products Inc. to enter into a long term, mutually pleasant and profitable business relationship.

The undersigned agree to the terms, conditions and services to be performed as stated above.

Sales Representative Signature

Date: ____/____/____

For Survival Optics Sunglasses/Wear Products Inc.

Date: ____/____/____

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