

Welcome to the Flexineb Ambassador Program



SystemEquine.com

| 1-800-461-3362

| Sales@SystemEquine.com

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SYSTEM EQUINE

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Phone: 519-856-9959 Toll Free: 1-800-461-3362 Fax: 519-856-4141
Email: Sales@SystemEquine.com Website: www.SystemEquine.com



Welcome to our team!

We are pleased to inform you that you have been accepted into our Ambassador Program. We truly believe that your experience and passion will be great assets to the company. In this package you will find all the information you need to get started. We will also be including you on our ambassador emails as a way for you to remain current with the research and development of the products.

We are very excited to have you on our team and look forward to working with you. If there is anything we can do for you, or if you have any questions at all, please call or send us an email.

Sincerely,

Your friends at System Equine

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How does commission work?

The Ambassador that first submits a customer's order form will be that customer's Ambassador on record. You will get paid 15% from the retail pricing of the units. If you discount the units for anything less than retail pricing that is not part of a promotion supported by System Fencing Limited, the discounted amount will be deducted from the commission amount owed. We encourage you to only offer retail pricing to your customers.

Commission is paid at the end of every month for all fully paid units, parts, and accessories. Commission for units with a payment plan is paid the month following the last payment.

You will be CC'd on the final invoice sent to the customer. On or before the 5th of the month you are to send us all the invoices that you are owed commission on, as well as the commission amount, and we will deposit the commission into your account before the 23rd of the month.

How are units ordered?

You will send your customers an email with the order form and payment form found in this package. The customer is to fill them out completely then fax, email, or send via the PDF fillable form "Submit" option. We cannot process orders without a signed copy of these forms.

Orders for customers who want to use the Financelt option will take two business days to process and require a signature. The initial payment can be made by e-transfer or credit card, and the order can usually be shipped out via Canpar the following day.

A physical mailing address is required to send units via Canpar, otherwise units will be sent via Canada Post.

All orders must be completed through a System Equine salesperson or through systemequine.com.

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AGREEMENT OF REPRESENTATION

This agreement of representation is between System Fencing Limited and _____
_____ (referred to as the Ambassador) commencing _____,
ending _____, and is renewable after one year from commencement (minimum
orders apply).

System Fencing Limited is looking for Ambassadors to promote and represent the System Brand at the farm level. Ambassadors would be responsible for generating the leads and coordinating the sale. Payment and shipping would be looked after by System Fencing Limited's inside sales team. Payment plans are available through Financelt OAC for Ontario customers only.

GENERAL TERMS

The following is a list of responsibilities and conditions that the Ambassador must perform and abide by:

- ✓ Promote System Fencing Limited premium health equine products, specifically but not limited to the Flexineb II units and their parts and accessories.
- ✓ Update System Fencing Limited with customer names and sales details for joint customer service requirements, for which the Ambassador's name would then be put on file as generating the lead for a specific sale.
- ✓ Remain current with product uses, reviews, and ongoing development.
- ✓ Provide quarterly sales estimates to assist with inventory levels.
- ✓ Following the purchasing guidelines of System Fencing Limited of "Payment at Pickup" for all items—COD or credit card before shipping.
- ✓ Quote only System Fencing Limited suggested retail prices. Sales and special offers will occasionally be offered, of which System Fencing Limited will provide 15 days notice.
- ✓ Commission will be paid on the 20th of the following month for the unit sales of the previous month.
- ✓ Invoices will be sent by the Ambassador no later than the 5th of the month to receive payment for the previous month's commission. The Ambassador is to fill out an electronic funds document for transfer of invoices directly into their accounts.
- ✓ Commission will be 15% off retail pricing of all Flexineb II products.
- ✓ The Ambassador shall not distribute or manufacture any goods that compete with Flexineb products.
- ✓ The Ambassador must keep the demo unit in good working order.
- ✓ The Ambassador will provide any rental or payment plan to customers at their own risk and discretion.

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The following is a list of responsibilities that System Fencing Limited must perform:

- ✓ Provide current pamphlets, training materials, and product-related information as available.
- ✓ Promote products on our website, catalogues, sales flyers, and in periodic email blasts.
- ✓ Provide customer and warranty support when needed.
- ✓ Work jointly with the Ambassador to ensure their success.

If your business has multiple locations, please fill out an address form for each location.

NOW THEREFORE in consideration of the representations, warranties, covenants, and agreements; it is agreed by and between System Fencing Limited and the Ambassador as follows:

APPOINTMENT AND PRODUCTS

1.1 The authorized Ambassador shall at all times, during the continuance of this Agreement offer for sale and sell the products of System Fencing Limited (SFL) and according to the specifications supplied by the SFL from time to time, either generally or in any particular case, and shall not make presentation or give any warranty in respect of the products other than those contained in the SFL's conditions of sale. The Ambassador shall keep the SFL indemnified against the losses, damages, or claims that may arise out of any unauthorized representation make by the Ambassador. SFL shall not be responsible for acts or defaults of the Ambassador, their employees, or representatives.

1.2 Territory. The Ambassador is given on a non-exclusive basis. SFL reserves the right to market and sell its products in the territory of the Ambassador, who shall have no objection of the same. No Ambassador shall claim exclusively or use the term distributor of System Fencing Limited. Ambassadors may freely use the term System Fencing Ambassador or reseller.

1.3 Products. Ambassador shall not manufacture, duplicate, modify, add to, or alter the Products or the Product warranties (or obliterate, alter, modify, change, or add to any packaging, promotional material or labels accompanying same or affixed thereto).

RELATIONSHIP OF PARTIES

2. No Agency, Joint Venture, or Partnership. Nothing in this Agreement shall constitute or deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute the

Ambassador as agent of SFL for any purpose whatever and the Ambassador shall have no authority or power to bind the Company or to contract in the name of the Company in any way or for any purpose.

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PURCHASE AND RESALE OF PRODUCTS

3.1 (a) Order Acceptance or Rejection. Ambassador shall, from time to time, submit to SFL purchase orders in accordance herewith for the Products. All orders placed by the Ambassador shall be subject to acceptance or rejection by the Distributor.

(b) Initial Ambassador minimum order of **1 (one) Flexineb II** will be required to become an Authorized Listed Ambassador for System Fencing Limited. This initial order will qualify the Ambassador for Ambassador list cost and promotions.

(c) In order to remain as an Authorized Listed Ambassador an annual minimum requirement of **\$3,000.00** must be referred. This will be based on a calendar year. This annual requirement is discretionary if the Ambassador is a rental only Authorized Listed Ambassador. If there are two consecutive calendar years that a \$3,000 minimum target is not qualified, then the Ambassador will be removed from the Authorized Ambassador Listing and will revert to non-Ambassador pricing.

3.2 Pricing. The current Ambassador's price list sets out the prices for the Products covered by this Agreement, FOB the Distributor's facility in Rockwood, ON, Canada. SFL reserves the right to and may change its prices, discounts, or terms of sale at any time and from time to time without notice. All deliveries of Products covered by this Agreement to referral sources will be given the credit of Ambassador and will constitute sales made directly by the Ambassador.

3.3 Payment and Shipping. Payment for the Products ordered by Ambassador shall be made as follows:

(a) Payment is made up front or customers can apply for the Financelt option. Invoices will be delivered electronically. Payment can be made by cheque, electronic transfer, visa, MC, or void cheque (for Financelt)

(b) Product will not be shipped until full payment or OAC Financelt is approved and set up.

(c) All Charges will be listed on the invoice or Order.

3.4 Drop Shipping. SFL will drop ship units directly to the customer. All forms and agreements must be in place and approved before shipping.

3.5 Re-sales. Nothing contained herein shall be deemed in any way to limit the right of Ambassador to determine the prices or terms (except the Manufacturer's warranty terms) at which Products may be resold by the Ambassador. The Ambassador will resell Products at prices determined solely by SFL, whether greater or lesser than any prices listed, suggested, or charged by the Distributor. If the Ambassador does sell below approved pricing this fully comes off the amount of commission that is being paid to the Ambassador.

3.6 Warranties. The warranties of all products shall be governed including those conditions set out in

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Schedule "A".

3.7 Exclusion of Consequential Damages; Limitation of Liability. IN NO EVENT SHALL THE DISTRIBUTORS OR MANUFACTURER BE LIABLE FOR ANY PENALTIES (INCLUDING, WITHOUT LIMITATION, ADMINISTRATIVE PENALTIES), SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER OCCURRING, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR ECONOMIC LOSS, LOSS OF GOOD WILL, LABOUR COSTS, LOSS OF PROFITS OR REVENUES, OR CLAIMS RESULTING FROM CONTRACTS BETWEEN AMBASSADOR, ITS CUSTOMERS, END-USERS AND/OR SUPPLIERS, REGARDLESS OF WHETHER ANY OF THE FOREGOING ARISES FROM THIS DOCUMENT OR MANUFACTURER'S OR DISTRIBUTOR'S PERFORMANCE HEREUNDER OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE PRODUCTS FOR ANY PURPOSE WHATSOEVER.

3.8 All Sales Final. All sales to the Ambassador are final. No Products may be returned without prior written authorization from the Distributor and will be subject to a 20% restocking fee.

DUTIES AND OBLIGATIONS OF THE AMBASSADOR

4.1 Sales Promotion; Actions by Ambassador. Ambassador recognizes and agrees to participation in any and all advertising and promotional activities that are of the discretion of SFL. The advertising and promotion includes but is not limited to; print, websites, social media, and Authorized Ambassador Listings (including without limitation, publication of Ambassador's store location, hours, website, and telephone contact information). The Ambassador agrees that it will use its best efforts to sell and actively promote, in all lawful ways, the sale and distribution of the Products in the Territory. Ambassador shall not make any representation or statement to prospective purchasers, Customers or end-users of Products in connection with the manufacture, installation, repair, replacement, use, selection of materials, or operation of the Products or other terms or conditions of the sale thereof, except as specifically authorized by the Distributor. The Ambassador agrees not to recommend Products for unsuitable applications or any application not recommended by the Distributor. The Ambassador agrees to not publish and to not permit to be published, any testimonials, photographs, or statements of any person concerning the Distributor or the Products without first obtaining the written consent of the Distributor. The Ambassador shall not engage in any activity that would in any way diminish or detract from the sales potential of the Products or their attractiveness to potential buyers or users thereof. The Ambassador agrees to promptly advise the Distributor of any complaints with respect to Products. The Ambassador shall make clear with customers and prospective customers that it is acting as an Ambassador of the Products and not as agent of SFL. Accordingly, the Ambassador shall not pledge the credit of the Distributor or give any condition or warranty or make any representation on behalf of SFL or commit the Distributor to any contracts nor, without the prior written consent of the Distributor, make any promises or guarantees with reference to the Products

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beyond those contained in the promotional material supplied by the Distributor or otherwise incur any liability on behalf of SFL. The Ambassador should only suggest the medications on the Nortev-approved list provided. For additional information consult a veterinarian.

DUTIES OF DISTRIBUTOR

5.1 Sale of Products. The Distributor will sell Products to the Ambassador and their referrals in accordance with the terms of this Agreement.

5.2 Consultation. The Distributor agrees, at reasonable times during business hours, to make itself available for technical advice and consultation in connection with the sale of the Products. Such assistance shall be without charge to Ambassador, except as may be otherwise mutually agreed.

5.3 Sales Promotion. The Distributor will promote Ambassador through methods including but is not limited to; print, customer inquiries, websites, social media, and Authorized Ambassador Listings.

INTELLECTUAL PROPERTY, BRANDING GUIDELINES

6.1 Media Assets. The Ambassador agrees that it will follow the guidelines set out in Schedule "C"

COMPLIANCE WITH LAWS, RULES AND REGULATIONS

7.1 Ambassador's Compliance. The Ambassador agrees it will not engage in any course of conduct that, in Distributor's reasonable belief, would cause the Distributor and/or Ambassador to be in violation of any applicable laws, rules, regulations, and/or orders.

TERM AND TERMINATION

8.1 Term. The term of this Agreement shall commence on the Execution Date, subject to later termination by either party pursuant to the provisions herein.

8.2 Amendment and Renewal. This Agreement may be amended and renewed at any time by the mutual agreement of the parties, upon such terms and conditions as they may agree in writing.

8.3 Termination. Either party may without assigning any reason terminate this Agreement at any time by giving to the other party written notice.

8.4 Without prejudice to any other remedies SFL may have against the Ambassador, the Distributor shall have the right at any time by giving notice in writing to the Ambassador to terminate the Agreement forthwith in any of the following events:

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- I. If the Ambassador commits the breach of any of the terms or conditions of this Agreement.
- II. If the Ambassador is guilty of any conduct which in the opinion of the Company is prejudicial to the Company's interests.
- III. If the Ambassador purports to assign the burden or benefits or charge the benefits of this Agreement without the consent in writing of the Company

MISCELLANEOUS

9.1 Assignment or Transfer Prohibited. The rights and duties of the Ambassador hereunder are not assignable, transferable, or subject to delegation by Ambassador without the prior written consent of the Distributor, which consent may be unreasonably withheld or delayed, and any attempted assignment, transfer, or delegation without such written consent shall be null and void.

9.2 Force Majeure. No party shall be liable for any failure to perform its obligations herein (except the obligation to make timely payment) if such failure results from any act of God, riot, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control, including without limitation any mechanical, electronic or communications failure, strike, work disruption, sickness, disruption of the supply of utilities or failure of suppliers to make timely deliveries.

9.3 The Agreement supersedes all previous Agreements/Arrangements, if any, between the Company and the Ambassador.

As the authorized company, _____, who offers equine products on behalf of System Fencing Limited, we agree to uphold this agreement in good faith.

System Fencing Limited Representative Signature

Ambassador Signature

Print Name

Print Name

Date

Date

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Flexineb Order Form

System Equine

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Customer Name: _____

Phone Number: _____

Email: _____

Address: _____

City: _____

Postal Code: _____ Province: _____

Date: _____

Ambassador Name: _____

Salesperson Name: _____

*Shipping Address;
must be a physical
address (not a PO box).*



Flexineb Order Form

	Price	Quantity	Total
Flexineb E3 Portable Equine Nebuliser Standard Blue	\$ 1,399.00		\$
Flexineb E3 Portable Equine Nebuliser Standard Pink	\$ 1,439.00		\$
Total (A)			\$

* Sizes Small and Large and colour Green available via special order

Note: Kit includes two medication cups (standard or fast), Silvaplex, and all components.

Flexineb Accessory & Parts Order Form

Accessory	Price	Quantity	Total
Grey (Standard) Medication Cup	\$ 105.00		\$
Green (Fast) Medication Cup	\$ 105.00		\$
Silvaplex	\$ 39.99		\$
Immunosan	\$ 109.00		
Total (B)			\$

Part	Price	Quantity	Total
Cable	\$ 49.99		\$
Battery	\$ 71.99		\$
Controller	\$ 419.00		\$
Charger	\$ 70.99		\$
Chamber Kit	\$ 97.99		\$
Intake Valve	\$ 42.99		\$
Exit Valve	\$ 42.99		\$

Total (C) \$

$$\begin{array}{ccccccc}
 \$ & + \$ & + \$ & + \$30 & = \$ & + \$ & = + \$ \\
 \text{A} & & \text{B} & \text{C} & \text{Shipping} & \text{A + B + C} & \text{Tax} & \text{Order Total} \\
 & & & & & \text{+ Shipping} & &
 \end{array}$$

OFFICE USE ONLY

Approved by: _____ Signature: _____

Date: _____

Payment Form

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Customer Name: _____

Phone Number: _____

Email: _____

Address: _____

City: _____

Postal Code: _____ Province: _____

Date: _____

Billing Address

Ambassador Name: _____

Salesperson Name: _____



PAYMENT INFORMATION

- Cheque Interac e-Transfer Credit Card (see below)

Credit Card

Name on Card: _____

- Visa

Number: _____ Expiry: ___/___ CVV: _____

Billing Address: _____

- Mastercard

Postal Code: _____ Province: _____

Order Total: \$ _____

I authorize System Fencing Limited to charge the amount above to my credit card.

Signature: _____ Date: _____

OFFICER USE ONLY

Approved by: _____ Signature: _____

Date: _____



What follows is a guide to help you promote the Flexineb.

Here is a Dropbox link that contains brochures, photos, and studies that you will most certainly find helpful:
<https://www.dropbox.com/sh/8jvmp9zvkc1lsn/AACu3sKli50SH7KreRE55xYza?dl=0>

Brochures can be emailed to potential customers, or printed to hand out at events. Studies can be sent to customers to help them understand that these products are indeed scientifically proven and are not fads or gimmicks, or simply to help people understand more about the products and *why* they work. The photos can be sent directly to customers or can be shared on social media, potentially in conjunction with the sample promotional wording below.

Flexineb social media post sample wording:

- Nebulization with Flexineb is the simplest, fastest, and most cost-effective way to administer certain antibiotics, bronchodilators, corticosteroids, natural therapies, and mucolytics to your horse.
- Treat your horse's respiratory issues at the source; nebulization is the only way for medication to reach the alveoli of the horse's lungs, resulting in fast, effective, and targeted treatment.
- Flexineb is a silent, efficient, totally portable equine nebulizer that is simple to use, comfortable, and affordable. It operates without the noise or inconvenience of cumbersome hoses and electrical cords of other nebulizers on the market.

For more information on the Flexineb, check out their website:

<http://www.nortev.com/flexineb/>

We hope that you will find this information helpful, but as always, if you have any other questions or concerns please feel free to give us a call or send us an email and someone will be happy to help you out!

Sincerely,

Your friends at System Equine

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