**Dealer Associate Agreement**

Master Dealer:

Address:

Phone:

Fax:

**DEALER ASSOCIATE AGREEMENT**

Name and Address of Agreement No:

Dealer Associate:

Contract Commencement Date:

Thank you for selecting as a supplier of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ products. Our goal is to be your most highly valued supplier. If at any time you or your customer are not completely satisfied with our products or services, please let us know immediately.

This Agreement authorizes you to purchase authorized Products from ('Master Dealer') under its terms for resale solely to end users and, your internal use, only in the territories specified herein in Exhibit A. Master Dealer and/or \_\_\_\_\_\_\_\_\_\_\_\_\_\_ may issue Bulletins under this Agreement which may change the terms of this Agreement. Any Bulletins will become effective on the date specified on the bulletin.

Master Dealer and/or \_\_\_\_\_\_\_\_\_\_\_\_\_\_ may issue administrative, technical, and procedural information, announcements, promotions, programs, product, and pricing letters, product withdrawal letters, and other kinds of notices in writing from time to time. All such notices are effective on the date specified.

PAGES 2 THROUGH 14 ARE ALSO PART OF THIS AGREEMENT. This Agreement and Bulletins, the Statements of Limited Warranty, and notices are the complete Agreement between us, and replace any prior oral or written communications between us. By signing below, each of us agrees to the terms of this Agreement. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

Accepted by:

MASTER DEALER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dealer Associate

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature Authorized Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Print or Type) Date Name (Print or Type) Date

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**1.0 Definitions**

'Agreement' means this Sub-Dealer Agreement, Bulletin(s), applicable Statement(s) of Limited Warranty and notices.

'Authorized Location' means any of your locations approved by Master Dealer in writing for the purposes of your performance under the Agreement. Authorized Location(s) are set forth in Exhibit A attached hereto and incorporated herein. Any operations by you from an unauthorized location shall be considered a material breach of this Agreement.

'Bulletin' means a written communication from Master Dealer and/or \_\_\_\_\_\_\_\_\_\_\_\_\_\_ setting forth policy, procedure, guidelines or amendments to this Agreement.

'End-user' means a party who acquires the Products for its own use and not for resale.

'Master Dealer' means a Dealer authorized by \_\_\_\_\_\_\_\_\_\_\_\_\_\_ to purchase products directly from \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and to appoint Dealer Associates.

'Minimum Renewal Criteria' means that level of sales performance necessary for renewal of the relationship established herein.

'Modified Product' means products that appear in \_\_\_\_\_\_\_\_\_\_\_\_\_\_'s published price lists whose dimensions have been modified from the standard specifications, although retaining their basic form and design.

'Products' means mailroom and shipping systems and other authorized items manufactured or provided to you by Master Dealer that you can market and sell under the Agreement. Authorized Products are set forth in Exhibit A.

'Special Order Product' means any product ordered from Master Dealer that is not listed or priced in \_\_\_\_\_\_\_\_\_\_\_\_\_\_'s published price lists, including but not limited to, products whose dimensions have been modified.

**2.0 Contract Period**

The Agreement has a single 12 month contract period which, unless noted otherwise on page 1, commences on the first day of the month following the date of your signatures on page 1, provided it is approved by \_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Agreement can be renewed by the parties for subsequent single 12 month contract periods. Unless Master Dealer notifies you otherwise, the renewal of the Agreement shall automatically occur unless either party notifies the other of its desire not to renew at least 60 days prior to the contract period expiration date. Either party can elect not to renew the Agreement with or without cause.

**3.0 Relationship Of The Parties**

As an independent contractor, you are not Master Dealer's or \_\_\_\_\_\_\_\_\_\_\_\_\_\_'s legal representative, franchisee, or agent for any purpose.

You will not make any warranties or representations on Master Dealer's or \_\_\_\_\_\_\_\_\_\_\_\_\_\_'s behalf other than those specified in the Agreement. Neither party will assume or create any obligations on the other's behalf, except as specified in the Agreement.

You will market and sell Products to End-users at such prices and terms and conditions as you determine. Such terms and conditions must not be in conflict with your obligations in the Agreement. Periodically, \_\_\_\_\_\_\_\_\_\_\_\_\_\_ enters into certain Multiple Award Schedule Contracts with the General Services Administration ('GSA'). You agree not to offer to sell any Products subject to such GSA contracts to any Federal, State or Local government entity.

Master Dealer reserves the right to market and sell anywhere, including your geographic area, products that are the same or similar to the Products under the Agreement, either directly or through others, under programs outside the scope of the Agreement.

Master Dealer, in consultation with you, will mutually establish annual sales performance objectives for each product line set forth in Exhibit A. Master Dealer's assessment of your overall compliance with the provisions of the Agreement will include a review of your attainment of these sales performance objectives. Sales performance levels are set forth in Exhibit A. Sales performance objectives will be mutually established during the fourth quarter of the calendar year for the following year. Failure to mutually establish sales performance objectives shall be a basis for non-renewal of this Agreement.

Master Dealer will, on a quarterly basis, conduct reviews to evaluate your performance and compliance with the provisions of the Agreement.

**4.0 Marketing To End-Users**

The Products you market and sell under the Agreement require high quality, individualized, pre-sale, point-of-sale and post-sale support. This support is necessary to achieve and maintain high End-user satisfaction. Your ability to provide this support is an integral reason Master Dealer selected you as a Dealer Associate. You, therefore, will market and sell Products only to End-users. You agree not to sell Products to other dealers or resellers.

**5.0 Dealer Associate**

Responsibilities

You agree to:

1) Ensure the Product marketed and sold to the End-user is appropriate for the End-users's requirements;

2) Ensure that the End-user is satisfied with all your Product selling activities, including Product explanation, demonstration, and ongoing service and support;

3) Maintain an End-user record for each Product sold or licensed. An End-user record will include the name and address of the End-user, the date of the sale and the Product Type/Model sold. You must retain the End-user record for all Products for at least seven years after the date of sale. You must assist Master Dealer upon Master Dealer's request in tracing a Product to an End-user, to distribute Product information, or locating a Product for safety reasons;

4) Furnish a sales receipt to the End-user upon delivery of the Product indicating the date of sale of the Product sold. You must retain a copy of that sales receipt for three years from the date of sale or as required by applicable law or regulation. You must indicate on the sales receipt for the Product any alterations made to the Product;

5) Report your sales performance as reasonably requested by Master Dealer;

6) Market, generate demand for, perform warranty service for, and support Products only at your Authorized Location(s) unless Master Dealer specifies otherwise in writing, and reference only your Authorized Location(s) in your marketing materials, sales literature, or advertising for Products;

7) Provide floor space and related facilities at your Authorized Location(s) to display and demonstrate the Products as reasonably requested;

8) Maintain trained management, sales, support, and service personnel. Master Dealer expects you to have at least person(s) who devotes 50% or more of his or her time to selling Products;

9) Report promptly to Master Dealer orally and in writing all suspected and actual Product problems;

10) Provide a Product business plan by December 1st of each year, or as reasonably requested by Master Dealer;

11) Notify Master Dealer orally and in writing of any discrepancies between the shipping manifest and the Products received;

12) Maintain good financial standing and provide financial information and evidence of financial security upon reasonable request;

**6.0 Orders And Cancellations**

Master Dealer will provide specific ordering procedures and forecast requirements, if any, in writing.

Master Dealer will fill your orders for Products and meet your request for shipment dates subject to the Product's availability and consistent with production and supply schedules.

You may cancel an order for any Product, other than a Special Order Product, which has not shipped to you. Master Dealer may charge you a Cancellation Charge of 20% of the cancelled Product's Dealer Associate price, or 50% for a Modified Product, if the cancellation was requested by you after the Product was released for production by \_\_\_\_\_\_\_\_\_\_\_\_\_\_. A Product is generally released for production one to five days before it ships. However, you will not be liable for a Cancellation Charge if \_\_\_\_\_\_\_\_\_\_\_\_\_\_ has postponed shipment of the Product for more than 30 days from its original estimated shipment date, and you have cancelled your order for the Product before the Product's shipment.

Master Dealer will charge you a Handling Charge of 20% of the dealer net price of a Product if you refuse to accept a Product you ordered or 100% of the dealer net price for a Special Order Product. You must prepay all transportation charges for return of the Product.

**7.0 Prices**

Master Dealer will specify its dealer prices in notices. Dealer prices are F.O.B. factory. Master Dealer may change its dealer prices at any time upon thirty (30) days notice.

A dealer price change for a Product is effective on the date specified. Master Dealer will attempt to announce a price increase a minimum of 30 days prior to the effective date of the increase. A price increase will not apply to a Product for which Master Dealer has accepted an order prior to the effective date, provided the order specifies a requested ship date within the time frame stated in the price change notice.

A dealer price decrease is effective on the date specified and will apply to Products shipped on or after the effective date of the decrease.

Master Dealer reserves the right to specify any additional fees and allowances in Bulletins. Master Dealer may change the fees and allowances at any time. Such changes will become effective on the date specified.

Master Dealer's current published price lists are attached hereto as Exhibit B, and incorporated herein.

**8.0 Payment**

You agree to pay Master Dealer within thirty (30) days of your receipt of an invoice. If you fail to pay, Master Dealer reserves the right to:

1) Impose a finance charge of 1.5% per month on the balance due; and

2) Exercise any of its rights provided in the Agreement or by law.

**9.0 Price Reduction Credit**

If Master Dealer announces a dealer price decrease for a Product, you may be eligible to receive a price reduction credit, if an order has been accepted, and not shipped, or if the Product was received by you within 30 days of the price decrease announcement.

**10.0 Inventory Adjustments**

Master Dealer may accept returned Product at its sole discretion subject to a handling charge of 20% multiplied by the dealer net price for the returned Product.

**11.0 Warranties**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will include the applicable Statements of Limited Warranty with Products shipped. Limited Warranties are issued both to the Dealer Associate and End-user. Current Limited Warranty provisions are available from \_\_\_\_\_\_\_\_\_\_\_\_\_\_ are set forth in published price lists, and may be changed or revised from time to time in \_\_\_\_\_\_\_\_\_\_\_\_\_\_'s sole discretion. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ will provide you a copy of the Statement of Limited Warranty that you may provide to your End-user at the time of sale.

The warranty period will start on the day the End-user purchases the Product. You will advise the End-user of this start date. Master Dealer sells all Products 'as is' without any warranty express or implied.

**12.0 Warranty Service**

The \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Warranty Statement Policy and current published Price Lists are incorporated in the Agreement by reference.

Unless specified otherwise, you will:

1) Provide warranty service under the terms of the applicable Statement of Limited Warranty and in accordance with the Service Support Guide;

2) Validate all warranty claims presented to you; and

3) Maintain the capability to provide warranty service according to the requirements and procedures specified in \_\_\_\_\_\_\_\_\_\_\_\_\_\_'s written policy.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or Master Dealer may:

1) Provide either service training in a designated classroom or self-education materials for service personnel;

2) Provide, as part of service training, selected service materials;

3) Make available to you, for a fee, a) service training for additional service personnel, and b) additional service materials; and

4) Honor your valid claims for warranty reimbursement for labor (when applicable) and/or credits for parts or exchange of parts as specified in the Service Support Guide.

**13.0 Maintenance Parts**

Master Dealer will sell you maintenance parts only for providing warranty and maintenance service or for sale to End-users for the sole purpose of maintaining or repairing Products purchased. Parts may not be sold to any unauthorized party.

**14.0 Engineering Changes**

During the Warranty Period, any engineering changes determined applicable by \_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be installed by Dealer Associate as specified. You or your End-user may, by providing notice subject to written confirmation, elect to have only mandatory changes, as determined by \_\_\_\_\_\_\_\_\_\_\_\_\_\_, installed.

Installation of a mandatory change will be at End-user's location without charge. Master Dealer will reimburse you for labor at a rate established by \_\_\_\_\_\_\_\_\_\_\_\_\_\_ for any mandatory Product changes.

**15.0 Licensed Programs**

Licensed Software Programs may, from time to time, be made available to you to assist you in marketing and selling Products. You agree to execute any applicable software agreements or licenses prior to receipt of the software.

**16.0 Security Interest**

Master Dealer reserves and you grant a purchase money security interest in each Product, in your proceeds from the sale of each Product, and in your accounts receivable for such Product. This interest will be satisfied by payment for Products received by you from Master Dealer within the established terms.

You agree to sign all appropriate documents to permit Master Dealer to perfect \_\_\_\_\_\_\_\_\_\_\_\_\_\_'s purchase money security interest and provide proper notice to other parties claiming a security interest in the Products.

**17.0 Title And Risk Of Loss**

Title passes to you for each Product on its date of shipment. Title, if any, for each copy of a licensed program remains with \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**18.0 Taxes**

You agree to pay amounts equal to any taxes resulting from the Agreement for any activities under the Agreement. Such taxes do not include taxes based on Master Dealer's net income. You are responsible to bear any personal property taxes assessable on Products on or after delivery to the carrier at the F.O.B. location.

You agree to provide Master Dealer with a valid Reseller Exemption Certificate for each taxing jurisdiction to which Products acquired by you for resale will be shipped under the Agreement. If such Certificate(s) is not provided prior to shipment, Master Dealer will charge, and you will be required to pay, all applicable state and local taxes.

You agree to notify Master Dealer promptly of the revocation or modification of any Reseller Exemption Certificate so provided. You further agree to indemnify and hold \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Master Dealer harmless from any claims and assessments against them resulting from a refusal by a taxing jurisdiction to recognize any of your Reseller Exemption Certificates.

**19.0 Status Change**

To maintain your authorization as a Dealer Associate, you must request Master Dealer's approval in writing if you anticipate a:

1) Transfer of your equity ownership;

2) Merger or acquisition of your enterprise or Authorized Location with or by any other entity;

3) Legal name change of your enterprise; or

4) Relocation or closing of an Authorized Location.

**20.0 Trademarks and Trade Names**

You may refer to yourself under the Agreement as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dealer Associate:

1) Solely in connection with Products;

2) Only during the contract period; and

3) Only within the United States and Puerto Rico.

Except as provided for in this Section, \_\_\_\_\_\_\_\_\_\_\_\_\_\_ does not grant you the right to use trademarks or trade names. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ grants you the limited permission to use the trademark '\_\_\_\_\_\_\_\_\_\_\_\_\_\_' solely to identify the Products required from \_\_\_\_\_\_\_\_\_\_\_\_\_\_ under the Agreement. You may use the trademark '\_\_\_\_\_\_\_\_\_\_\_\_\_\_' only, as set forth herein, within the United States and Puerto Rico.

At \_\_\_\_\_\_\_\_\_\_\_\_\_\_'s request, you will provide to \_\_\_\_\_\_\_\_\_\_\_\_\_\_, for review and written approval, promotional, advertising and other materials that:

1) Use \_\_\_\_\_\_\_\_\_\_\_\_\_\_'s trademark or trade name; or

2) Refer to you as a '\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dealer Associate.'

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ may, from time to time, supply advertising guidelines in writing. At \_\_\_\_\_\_\_\_\_\_\_\_\_\_'s request, you agree to change any materials or use of materials which \_\_\_\_\_\_\_\_\_\_\_\_\_\_ determines to be inaccurate, objectionable, misleading or a misuse of \_\_\_\_\_\_\_\_\_\_\_\_\_\_'s trademarks. You will pay the expenses for such changes.

The permission granted relative to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ trademarks will terminate with the termination or expiration of the Agreement. In such event, for the affected Products, you will immediately:

1) Cease referring to yourself as a '\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dealer Associate' or other such term that includes the name of the Products, as applicable;

2) Cease referring to yourself as approved by \_\_\_\_\_\_\_\_\_\_\_\_\_\_ to provide warranty services; and

3) Return to \_\_\_\_\_\_\_\_\_\_\_\_\_\_ or Master Dealer or destroy all materials under your control employing such trademarks. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ agrees to reimburse you for eighty (80%) of the cost of any material less than one year old returned to \_\_\_\_\_\_\_\_\_\_\_\_\_\_ in its original packaging.

You may retain materials with the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ trademark which are required to fulfill your warranty service or support obligations on affected Products. You will return these materials to \_\_\_\_\_\_\_\_\_\_\_\_\_\_ or destroy them upon completion of such obligations.

You recognize \_\_\_\_\_\_\_\_\_\_\_\_\_\_'s ownership and title to its trademarks and the goodwill attaching to them. You agree that any goodwill which accrues because of your use of the trademark, '\_\_\_\_\_\_\_\_\_\_\_\_\_\_' will become \_\_\_\_\_\_\_\_\_\_\_\_\_\_'s property. You agree not to contest \_\_\_\_\_\_\_\_\_\_\_\_\_\_'s trademark or trade name. You agree not to use, employ, or attempt to register any trademarks or trade names which are confusingly similar to \_\_\_\_\_\_\_\_\_\_\_\_\_\_'s trademark or trade name.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will, at its expense, defend you against any claim that any Product acquired under the Agreement infringes a patent or copyright in the United States or Puerto Rico. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ will pay all costs, damages, and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, you must 1) give \_\_\_\_\_\_\_\_\_\_\_\_\_\_ prompt written notice of any such claim, and 2) allow \_\_\_\_\_\_\_\_\_\_\_\_\_\_ to control the litigation with respect to such claim, and 3) fully cooperate with \_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the defense and any related settlement negotiations.

This section states \_\_\_\_\_\_\_\_\_\_\_\_\_\_'s entire obligation to you for Products regarding infringement or the like.

**21.0 Patents & Copyrights**

**22.0 Limitation Of Remedies**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_'s and Master Dealer's entire liability and your exclusive remedy for any claims are as this section provides.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is not liable for any damages caused by performance or nonperformance of Products located outside the United States and Puerto Rico. In no event will Master Dealer be liable for any damages caused by your failure to perform your responsibilities hereunder.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_'s entire liability and your exclusive remedy for actual damages from your use of licensed programs are as set forth in any accompanying software program license agreements that may subsequently become part of this Agreement. Master Dealer sells all licensed programs 'as is' without any express or implied warranty.

In no event will \_\_\_\_\_\_\_\_\_\_\_\_\_\_ or Master Dealer be liable for any lost profits, lost savings, incidental damages, or other consequential damages, even if advised of the possibility of such damages. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Master Dealer will not be liable for any damages claimed by you based on any third party claim.

For any claim for any cause whatsoever, other than those provided for in section 21.0 and the first paragraph of section 23.0, liability for actual damages will be limited to the cost of the Product purchased.

**23.0 Indemnification**

**24.0 Termination**

Either party may terminate this Agreement, with or without cause. Master Dealer will provide thirty (30) days written notice to you of such termination, except as otherwise provided in this section. You must provide thirty (30) days written notice to \_\_\_\_\_\_\_\_\_\_\_\_\_\_ of your intention to terminate this Agreement.

In the event that Master Dealer gives you such notice for cause, Master Dealer may provide you with an opportunity to cure any deficiencies. In such event, Master Dealer will establish a reasonable time, not to exceed thirty days, in which you must remedy such deficiencies.

In addition, Master Dealer considers certain actions so serious and inconsistent with your obligations as a Dealer as to warranty immediate termination. Such breaches will include, but not be limited to, situations in which 1) you made material misrepresentations in your application to become a Dealer, at any later time through oral or written statements, or by submission of any false or fraudulent documentation or claim to \_\_\_\_\_\_\_\_\_\_\_\_\_\_ or Master Dealer, 2) you marketed Products to other than an End-user, 3) you marketed or sold outside your assigned territory, or 4) you engaged in conduct detrimental to \_\_\_\_\_\_\_\_\_\_\_\_\_\_ or Master Dealer as determined by \_\_\_\_\_\_\_\_\_\_\_\_\_\_ or Master Dealer in its sole discretion.

In the event of termination of the Agreement by you or Master Dealer, all monies due Master Dealer will immediately become due and payable.

A termination of the Agreement may also be only a partial termination of, for example:

 \* An Authorized Location

 \* An eligible Product family

 \* A part of a marketing and selling coverage area

**25.0 Confidential Information**

Any information concerning \_\_\_\_\_\_\_\_\_\_\_\_\_\_'s or Master Dealer's customers furnished to you and identified as confidential shall be treated and held in confidence by you. You shall not publish, disclose, or disseminate such information for a period of five years after its receipt, except as may be authorized by \_\_\_\_\_\_\_\_\_\_\_\_\_\_ or Master Dealer in writing. You shall not be entitled to use this information for any purposes other than for marketing or selling of Products in furtherance of this Agreement, or as specified in the information provided.

Upon termination or expiration of this Agreement, you shall deliver to \_\_\_\_\_\_\_\_\_\_\_\_\_\_ or Master Dealer all materials, of any kind, containing such confidential information.

Other than as set forth above, no information will be considered confidential by either party unless such information is covered by a separate written confidentiality agreement.

**26.0 General**

This Agreement is contingent upon Master Dealer maintaining its agreement with \_\_\_\_\_\_\_\_\_\_\_\_\_\_. Either party's waiver of any instance of the other party's noncompliance with the Agreement will not be deemed a waiver of any future noncompliance.

You may not assign the Agreement or any of its rights or duties without Master Dealer's prior written consent.

Neither \_\_\_\_\_\_\_\_\_\_\_\_\_\_, Master Dealer nor Dealer Associate shall be in default of any obligation hereunder if such default results from governmental acts or directives, non-performance or delay of a supplier to \_\_\_\_\_\_\_\_\_\_\_\_\_\_, Master Dealer, acts of God, war, riot, strikes, or other labor unrest which are not within the reasonable control of the party affected.

The Agreement will not be supplemented or modified by any course of dealing or trade usage. Variance from or addition to the terms and conditions of the Agreement in any purchase order or other written notification from you will be of no effect.

The provisions of the Agreement which by their nature extend beyond the termination or expiration of the Agreement will survive and remain in effect until all obligations are satisfied.

Each party agrees to pay the other's reasonable attorney's fees and costs of litigation if the party, for any cause whatsoever, brings suit against the other party and the other party is finally adjudicated not to have liability.

Neither you nor Master Dealer will bring an action, regardless of form, arising out of the Agreement more than two years after the cause of action has arisen. In the case of an action for non-payment, the action may not be brought more than two years from the date the last payment was due.

Both parties agree to comply with all applicable governmental laws and regulations.

The laws of the State of will govern the Agreement.

**EXHIBIT A**

A) Authorized Products

B) Minimum Commitment Level of Commercial Sales

Dollar Amount Product Line

C) Marketing and Selling Coverage Area

Your approved marketing and selling coverage area(s), listed by Authorized Location, by county and state, are:

**EXHIBIT B**

DEALER ASSOCIATE PRICE LIST