

|                         |
|-------------------------|
| Company Name            |
| Company DBA             |
| Physical Address        |
| City, State Zip/ Postal |
| Telephone Number        |

|                         |
|-------------------------|
| Federal Tax ID Number   |
| D&B Number              |
| Mailing Address         |
| City, State Zip/ Postal |
| Fax Number              |

### Billing Information

|  |
|--|
| Primary Billing Contact Name                           |
| Primary Billing Email (All invoices will be sent here) |
| Primary Billing Phone Number                           |

### Purchasing Information

|                                 |
|---------------------------------|
| Primary Purchasing Contact Name |
| Primary Purchasing Email        |
| Primary Purchasing Phone Number |

### Other Information

|   |                                 |         |       |
|---|---------------------------------|---------|-------|
| Will you sell our products over the web?        | If yes what Web address?        |         |       |
| Do you have an inside Sales Staff?              | If yes how Many People?         |         |       |
| Do you have an outside Sales Staff?             | If yes how Many People?         |         |       |
| Do you exhibit at trade shows?                  | If yes how many times per year? |         |       |
| What is your Annual Sales Volume in US dollars? | Requested Credit Amount         |         |       |
| Estimated Kendall Howard Sales Volume?          |                                 |         |       |
| Requested Terms                                 | Credit Card                     | Invoice | Other |

Trade References

|                        |
|------------------------|
| Name                   |
| Address                |
| City, State Zip/Postal |
| Phone                  |
| Fax                    |
| Contact Person         |

|                        |
|------------------------|
| Name                   |
| Address                |
| City, State Zip/Postal |
| Phone                  |
| Fax                    |
| Contact Person         |

|                        |
|------------------------|
| Name                   |
| Address                |
| City, State Zip/Postal |
| Phone                  |
| Fax                    |
| Contact Person         |

I guaranty that the above information is correct to the best of my knowledge. I authorize Kendall Howard to contact any of the above trade references and do authorize these references to release credit information about my accounts. If I have selected Credit Card payments in the above application, Kendall Howard will contact me to obtain my specific card information. I do hereby authorize Kendall Howard to bill my credit card account in full per each invoice full that is submitted to me.

|            |       |
|------------|-------|
| Print Name | Date  |
| Signature  | title |

## Agreement

This agreement grants the user, herein referred to as "Reseller", the right to sell Kendall Howard LLC(tm) products. In exchange for that right, reseller agrees as follows:

Payments must be made according to terms set by the Kendall Howard credit department. Any payments received more than seven days after their due date are subject to the following late fees:

1. **PAYMENT TERMS:** Payments must be made according to terms set by the Kendall Howard credit department. Any payments received more than seven days after their due date are subject to the following late fees: All balances of \$250 or greater for which payment has not been made within seven (7) days of the invoice due date will be subject to a twenty-five dollar (\$25 USD) late fee. In addition, invoices that have not been paid in full within thirty (30) days of the invoice date shall be subject to a 1.5% monthly interest fee (18% annual), running from due date forward. Orders under \$250 are subject to a one time late fee of five percent (5%) not to exceed twenty-five dollar (\$25 USD)

2. **CURRENCY ACCEPTED:** Payments must be made in US Currency.

3. **PRODUCT PRICING/ADVERTISING POLICY:** Kendall Howard(tm) will list the MSRP (Manufacturer's suggested Retail Pricing) amount in each product listing. The actual price the product is sold to the reseller's customer is at the sole discretion of the reseller; however the **ADVERTISED** price may not exceed more than **TWENTY (20) PERCENT** less than the MSRP unless otherwise specified by Kendall Howard in writing.

4. **COMPETITIVE PRODUCT REFERENCE (A):** Reseller may use Kendall Howard(tm) logos and images for the sole and explicit use of promoting the Kendall Howard(tm) product line. Reseller may not use any Kendall Howard LLC(tm) images, including product or model photos, trademarked Kendall Howard(tm) name or logo mark, nor the name or logo mark of any Kendall Howard(tm) products, nor any name or logo mark designed or intended to be similar to any Kendall Howard(tm) product name or logo mark, nor any descriptive or explanatory text, nor any reference to any Kendall Howard(tm) products in reference or relation to any other company, product or brand name other than those produced or distributed by Kendall Howard(tm) to promote any other companies products.

5. **COMPETITIVE PRODUCT REFERENCE (B):** Reseller must never use any image, name, logo mark or photo of, nor any descriptive or explanatory text relating to, nor any reference to, another company, product or brand name in reference or relation to Kendall Howard(tm) products.

56 graphic images and/or specific text provided by Kendall Howard(tm) for the promotion of or in conjunction with Kendall Howard(tm) products only, and then only for the duration that Kendall Howard(tm) products are being actively offered for resale by reseller and contract is fully honored.

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**6. PROPER USE OF TRADEMARK:** Reseller must represent all Kendall Howard(tm) branded products with full product names in print, Internet, audio, video and all media promotional materials. "Kendall Howard(tm)" should appear in most product descriptions and in relation to any other products manufactured or distributed by Kendall Howard(tm). Trademark "Kendall Howard(tm)" and relating product logos should be used in print or publication whenever feasible.

**7. REPACKAGING:** Reseller may repackage and or re-brand Kendall Howard(tm) products without the expressed written consent of Kendall Howard(tm). Reseller may not represent Kendall Howard(tm) products as being manufactured BY the reseller but may advertise Kendall Howard(tm) products being made FOR reseller. It is not required that any verbiage or wording be used to imply anything about the Kendall Howard(tm) product line if the products are re-branded or repackaged. Products that are re-branded may not be returned for any reason other than defects.

**8. COMPETITIVE PRODUCT DEVELOPMENT:** Reseller agrees never to develop, de formulate or reverse engineer, nor commission or collaborate with any individual or agency to develop, de formulate, create or reverse engineer any product that could directly compete with proprietary or patented Kendall Howard(tm) designs.

**9. NON-DISCLOSURE:** Reseller must never divulge any proprietary information or confidential pricing or any other confidential business information to any individual, group or agency outside of the direct relationship held between Reseller and Kendall Howard(tm).

**10. PRODUCT INFORMATION:** Reseller must provide, or make readily available to consumers, at no additional cost, an "Application Instruction & User's Guide" (instruction manual) with each total sale of individually packaged Kendall Howard(tm) products sold (kits which already include manuals are exempted) where provided by Kendall Howard(tm). Kendall Howard(tm) provides instruction manuals at no cost.

**11. RESOLUTIONS:** This agreement will be governed by Minnesota law. The parties agree that any action brought to resolve any dispute arising under this agreement may be venued in either the Superior Court for the County of Ramsey, Minnesota or in the United States District Court for the Northern District of Minnesota, in St. Paul, Minnesota.

**12. APPROVAL OF RESELLER APPLICATION:** Reseller agrees that their status as an active reseller may be revoked at anytime for any reason by Kendall Howard LLC. Furthermore, reseller authorizes credit and background checks to verify that the reseller meets all credit requirements.

**13. TERMINATION OF AGREEMENT:** General agreement is terminable on 30 days notice by either party. Items eight (8) and nine (9) shall remain in effect regardless of state of contract for a period of no less than five (5) years.

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Signature

Title

Date