

# Distributor Terms and Conditions

Must Be Signed By Owner, Partner Or Corporate Officer

Prior: 01.18.2018

## Terms and Conditions of ASI Membership

Date: 12.07.2018

YOUR APPLICATION CANNOT BE APPROVED WITHOUT YOUR FIRM'S AUTHORIZED SIGNATURE AGREEING TO THE FOLLOWING TERMS AND CONDITIONS.

1. I am authorized to bind the Company to the following terms and conditions.
2. I have reviewed this Application and represent that the data and statements contained therein are true and correct, and are an accurate description of the Company's policies, resources, products and services marketed as a specialty advertising distributor. I UNDERSTAND AND ACCEPT THAT IF ANY OF THE INFORMATION THAT I HAVE PROVIDED CONCERNING THIS APPLICATION IS FALSE, ASI MAY DELIST MY COMPANY AS AN ASI LISTED DISTRIBUTOR, BILL ME OR MY COMPANY FOR THE COST OF ATTEMPTING TO VERIFY THE FALSE INFORMATION AND/OR TAKE ANY AND ALL APPROPRIATE LEGAL ACTIONS. I FURTHER AGREE, THAT MY COMPANY OR I SHALL BE RESPONSIBLE FOR ALL COSTS (INCLUDING LEGAL COSTS) THAT ASI MAY INCUR IN PURSUING SUCH ACTIONS.
3. Your assigned ASI Number and listing in ASI databases, publications and services requires that the Company comply with ASI membership requirements and pay membership dues.
4. ASI may rely on the data. All or part of the data, together with pertinent information concerning the Company obtained from ASI Network suppliers and distributors, may be set forth in the ASI Credit Service, in ASI directories, and computer services and provided to other entities. ASI may request written or oral verification of the data and of the Company's transactions, credit history and qualifications to be listed from the Company and from present and future subscribers of ASI services and from others. If not verified to its satisfaction, ASI may refuse to list the Company as a distributor and may withdraw the affected data from future reports and literature. Upon request, the Company will promptly and accurately complete, sign and return to ASI periodic distributor listing updates, annual surveys or similar documents. If ASI determines that the Company is no longer actively and regularly engaged in the business as stated in this Application, or if the Company fails to provide requested updates or fails to meet listing criteria, ASI, in its sole discretion, may delist the Company and withdraw its ASI Identification Number.
5. The official ASI Identification Number, (the "ASI Number") licensed to the Company is property of and is a part of the ASI confidential, proprietary and copyrighted distributor numbering system. The ASI Number will be used SOLELY in connection with the conduct of the Company's business as a specialty advertising/promotional products distributor and for use SOLELY by the Company, and may not be assigned, transferred or otherwise made available for use by any other entity or individual. The ASI Number is intended for the purpose of identifying your Company to the ASI Distributor and Supplier Network and does not imply ASI endorsement of your Company's products or policies. The Company shall take no action to indicate that it has ownership of the number. Your assigned ASI Number and listing in ASI databases, publications and services require that the Company comply with ASI membership requirements and pay annual administrative fees. If you, any principal or the Company continue to use an ASI number after the Company has been delisted by ASI for any reason, you, any principal and/or the Company shall be responsible to pay ASI \$5,000 for each quarter of the year or portion thereof that you, any principal or the Company continues to use an ASI number. You, any principal and/or the Company will be responsible for all costs incurred in collecting this fee. Any action under

this provision is in addition to any and all other rights and remedies either in law or equity that ASI may bring to protect its rights.

6. **ASI MEMBERSHIP OBLIGATIONS.** Member will promptly and accurately complete, sign and return to ASI periodic listing updates and similar documents. If ASI determines that the member: is no longer actively and regularly engaged in the business as stated in its listing application or update, fails to provide requested updates, fails to meet listing requirements, or conducts itself in a manner that is detrimental to the industry or to suppliers or distributors, ASI, in its sole discretion, may de-list the member. The member may also be delisted if it fails to pay outstanding ASI invoices. As a member, You authorize ASI to perform any due diligence investigation it deems appropriate to verify information provided.
7. The Company further agrees: to maintain the confidentiality of all proprietary, confidential or copyrighted information received from ASI; not to copy, in whole or in part or prepare any other work from such information; not to transfer such information to any electronic or mechanical addressing or data processing system; to use such information only in connection with its business as a distributor of specialty advertising products; and will not furnish such information, in any form, to any other company or individual other than to identify the Company to a vendor for purposes of purchasing products or obtaining lines of credit.
8. In the event the Company breaches any of the terms and conditions stated herein, ASI, in its sole discretion, may in addition to its other legal remedies: obtain reimbursement of its legal fees incurred in curing such breach; delete the Company's listing from the ASI database reports and literature; withdraw permission to use the number; and/or discontinue other ASI services. Upon request, the Company shall immediately return to ASI all confidential, proprietary or copyrighted materials, including copies.
9. ASI will use reasonable efforts to avoid errors in reporting the data in this Application to authorized suppliers. The entire liability of ASI and the Company's exclusive remedy in the event of ASI error shall be for ASI to promptly attempt to correct those errors that are reported by the Company to ASI.
10. Each of those individuals listed in this Application as an officer, partner or owner of the Company, as well as those individuals who may be added from time to time by the Company, may be relied upon by ASI as having authority to represent and make changes on behalf of the Company in connection with the data in this Application, unless and until ASI receives notification in writing from the Company that such individual does not have such authority.
11. **IN NO EVENT SHALL ASI BE LIABLE FOR ANY INCIDENTAL, INDIRECT, punitive, SPECIAL OR CONSEQUENTIAL DAMAGES of any kind, INCLUDING BUT NOT LIMITED TO LOST REVENUES OR PROFITS, REGARDLESS OF THE FORM OF THE ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF ASI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM LIABILITY OF ASI EXCEED THE APPLICATION AND MEMBERSHIP FEE.**
12. Applicant agrees that these terms and conditions and their application shall be governed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflicts of law. By submitting this application, Applicant agrees that any action at lawsuit in equity or other judicial proceeding concerning the application or the terms and conditions shall be decided exclusively by and in a state or federal court in Pennsylvania and accordingly consents to the exclusive jurisdiction and venue of the

Common Pleas Courts of Bucks County, Pennsylvania or the United States Federal District Court for the Eastern District of Pennsylvania

13. The Company shall be obligated and be responsible for the proper performance of these terms and conditions by its representatives, employees, agents and independent contractors.
14. The initial term of your membership is one (1) year. After the initial term, your membership will automatically renew for successive one (1) year terms at the then-current rates with no refunds unless either party provides notice of termination to the other party thirty (30) days prior to the anniversary date. These terms and conditions shall be binding upon the Company's heirs, successors and permitted assigns. ASI reserves the right to impose a late charge of 1-1/2% per month (or any lower rate required by applicable law) on any unpaid balance. From time-to-time, ASI will send you special service offers for your billing acceptance.
15. ASI may at any time require verification by an Officer of your Company and verification by an outside CPA auditor (secured at your expense) that the Company meets the listing qualifications, as well as verification of the accuracy and completeness of the data, set forth in this Application.
16. ASI products and services that are not part of your membership selection are available at a separate charge, and are not part of the listing requirements nor processing fee.
17. Except for the annual membership fee, ASI may make changes to this Agreement after providing You with thirty (30) calendar days notice. This change will be sent to You electronically or by other means. If the change is not acceptable to You, You may terminate this Agreement by providing ASI with fifteen (15) calendar days written notice and receive a pro-rated refund. Continued use after these periods shall be considered acceptance of the new terms. The annual licensing fee for services may be changed only upon the annual renewal.
18. ASI reserves the right, in its sole discretion, whether to approve or deny any listing application.
19. The failure of ASI to partially or fully exercise any right or the waiver by ASI of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term or condition.
20. No presumption or burden of proof or persuasion shall be implied by virtue of the fact these Terms & Conditions were prepared by a particular party. These Terms & Conditions set forth the entire agreement between the parties on this subject and supersedes all prior negotiations, understandings and agreements between the parties concerning the subject matter. No amendment or modification of these Terms & Conditions shall be made except by a writing signed by an officer of the party to be bound thereby.
21. I hereby authorize and consent for the company/organization noted on this document to receive faxes, e-mails, telephone calls, or text messages sent by or on behalf of ASI®, The ASI Show!®, and ASI Computer Systems® to the fax numbers and e-mail addresses provided in this document.