

DEALER APPLICATION

— ASCEND INDUSTRIES



APPLICATION FORM

Company Name

Date of Application:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
D	D	M	M	Y	Y	Y	Y

COMPANY INFORMATION

Contact Name :

Type of Business :

In Business Since

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
D	D	M	M	Y	Y

Billing Address :

Form of Business :

Corp LLC Partnership Sole Proprietor

Country :

Website :

Phone Number :

Do you sell Online? :

Yes No

E-Mail :

Do you have a Storefront? :

Yes No

Social Media? :

Yes No

TRADE REFERENCES

Please list name, phone number, and account number of three references.

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Contact Ascend:

Calle 18 De Mayo, Km 16 Corredor Comercial, Cuauhtemoc Chih. 31607

915-288-7232 (Office) / franz@acendindustries.com

www.ascend-trailers.com

Signature Of Author

THANK YOU FOR YOUR INFORMATION

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CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (Agreement) is an agreement between Ascend Industries, referred to in this Agreement as (“Company”), located at Calle 18 De Mayo, Km 16 Corredor Comercial, Cuauhtemoc Chih. 31607, and _____ referred to in this Agreement as (“Dealer”), whose address is listed on Page 1.

In consideration of the mutual promises contained herein, the parties agree as follows:

- 1. Definitions.** As used herein, the following terms shall have the meanings set forth below:
"Products" shall mean the Company products to be sold by Dealer. "Territory" shall mean the areas in which Dealer will sell the Products as shown on Exhibit A.
- 2. Appointment.** Company hereby appoints Dealer as its Dealer for the Products in the Territory. Dealer's sole authority shall be to solicit orders for the Products in the Territory in accordance with the terms of this Agreement. Dealer shall not have the authority to make any commitments whatsoever on behalf of Company.
- 3. General Duties.** Dealer shall use its best efforts to promote the Products and maximize the sale of the Products in the Territory. Dealer shall also provide reasonable assistance to Company in promotional activities of Company with respect to the Products. Dealer shall also provide reasonable "after sale" support to Product purchasers and generally perform such sales related activities as are reasonable to promote the Products and the goodwill of the Company in the Territory. Dealer shall neither advertise the Products outside the Territory nor solicit sales from purchasers located outside the Territory without the prior written consent of Company. Dealer shall solicit orders for the Products from all potential customers in the Territory including individuals, businesses, government entities, resellers, dealers, retailers, and others.
- 4. Reserved Rights.** Company reserves the right to exhibit, advertise, market, attend trade shows, and solicit orders directly from and sell directly to any end-users or other retail buyers within the Territory. Company further reserves the right to enter into any agreements, partnerships, associations, joint ventures, OEM contracts, or other business relationships with manufacturers, suppliers, or other parties. Any sales or leads of Products made directly by the Company in the Territory will not be credited and attributed to the Dealer unless communicated before the sale is closed.
- 5. Independent Contractor.** Dealer is an independent contractor, and nothing contained in this Agreement shall be construed to (1) give either party the power to direct and control the day-to-day activities of the other; (2) constitute the parties as partners, joint venturers, co-owners or otherwise; or (3) allow Dealer to create or assume any obligation on behalf of Company for any purpose. Dealer is not an employee of Company and is not entitled to any employee benefits. Dealer shall be responsible for paying all income taxes and other taxes charged to Dealer on amounts earned hereunder. All financial and other obligations associated with Dealer's business are the sole responsibility of Dealer.

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6. Indemnification.

A. Indemnification by Dealer. Dealer shall indemnify and hold Company free and harmless from any and all claims, damages, or lawsuits (including attorneys' fees) arising out of intentional or negligent acts or omissions by Dealer, its employees or agents.

B. Indemnification by Company. Company shall indemnify and hold Dealer free and harmless for any and all claims, damages, or lawsuits (including attorneys' fees) arising out of defects in the Products caused by Company.

7. Purchases and Sale of the Products.

A. Company agrees to sell to Dealer and Dealer agrees to purchase from Company the Products subject to the Company's standard terms and conditions.

B. Orders. All orders for the Products shall be submitted to Company in writing.

C. Inquiries from Outside the Territory. Dealer shall promptly submit to Company, for Company's attention and handling, all inquiries received by Dealer from customers outside the Territory. All inquiries shall be submitted to Company by email within five (5) business days and shall be included in the next monthly report.

8. Product Warranty. Any warranty for the Products shall run directly from Dealer to the purchaser of the Products. Pursuant to any such warranty, the purchaser shall contact Dealer directly to make arrangements for repair, return, or replacement of any allegedly defective Products. Dealer shall have sole authority to deal with customers regarding any such warrantable repairs, returns, or replacement. Upon receipt of any such warrantable products, Dealer shall separately contact Company to arrange for return or credit for these defective products. The decision for determination of defect and replacement or credit for these products shall be solely at the Company's discretion.

9. Product Availability. Company shall use its best efforts in filling orders submitted by Dealer in a reasonable and timely manner. Company shall immediately notify Dealer of any known or anticipated delays in filling new or previously entered orders and the estimated duration of any delays so that Dealer may fairly represent this information to existing or potential customers. Under no circumstances shall Company be responsible to Dealer or anyone else for its failure to fill accepted orders, or for its delay in filling accepted orders, when such failure or delay is due to strike, accident, labor trouble, acts of God, pandemics or epidemics, freight embargo, war, civil disturbance, vendor problems, or any cause beyond Company's reasonable control.

10. Product Samples. Any product samples of the Products provided by Company to Dealer shall remain the property of Company. Dealer shall have full responsibility of keeping each product sample in proper operating condition during the entire time the product sample is in the possession of Dealer. Upon written notice from Company, Dealer shall, within thirty (30)

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days, arrange for return of each product sample to Company in good condition less reasonable wear and tear.

11. Additional Responsibilities of Dealer.

- A. Expense of Doing Business. Dealer shall bear the entire cost and expense of conducting its business in accordance with the terms of this Agreement.
- B. Facilities. Dealer shall provide itself with, and be solely responsible for, (1) such facilities, employees, and business organization, and (2) such permits, licenses, and other forms of clearance from governmental or regulatory agencies, if any, as are necessary for the conduct of Dealer's business operations in accordance with this Agreement.
- C. Promotion of the Products. Dealer shall, at its own expense, promote the sale of the Products within the Territory. In no event shall Dealer make any representation, guarantee, or warranty concerning the Products except as expressly authorized by Company.
- D. Customer Service. Dealer shall diligently assist customers' personnel in using the Products and shall perform such additional customer services as good salesmanship requires and as Company may reasonably request.
- E. Advising of Changes. Dealer shall promptly advise Company of any changes in Dealer's status, organization, personnel, and similar matters; any changes in the key personnel, organization, and status of any major customers of Company in the Territory; and any political, financial, legislative, industrial, or other events in the Territory that could affect the mutual business interests of Dealer and Company, whether harmful or beneficial.
- F. Books and Records. Dealer shall maintain and make available to Company accurate books, records, and accounts relating to the business of Dealer with respect to the Products. Dealer shall also maintain a record of any customer complaints regarding either the Products or Company and immediately forward to Company the information regarding those complaints.

12. Additional Obligations of Company.

- A. Assistance in Technical Problems. Company shall assist Dealer and customers of the Products in all ways deemed reasonable by Company in the solution of any technical problems relating to the functioning and use of the Products.
- B. New Developments. Company shall inform Dealer of any new product developments that are competitive with the Products and other market information and competitive information as discovered from time to time.

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13. Trademarks

A. Use. During the term of this Agreement, Dealer shall have the right to indicate to the public that it is an authorized Dealer of Company's Products and to advertise within the Territory such Products under the trademarks, service marks, and trade names that Company may adopt from time to time ("Company's Trademarks"). Nothing herein shall grant Dealer any right, title, or interest in Company's Trademarks. At no time during the term of this Agreement or at any time thereafter shall Dealer challenge or assist others in challenging Company's Trademarks or the registration thereof or attempt to register an trademarks, service marks, or trade name confusingly similar to those of Company. Company indemnifies Dealer for all use of Company's Trademarks.

B. Approval of Representations. All presentations of Company's Trademarks that Dealer intends to use shall first be submitted to Company for written approval (which shall not be unreasonably withheld) of design, color, and other details or shall be exact copies of those used by Company.

14. Term. This Agreement shall commence on the date first written above and shall continue for three (3) years unless terminated earlier as provided herein. Thereafter, this Agreement shall continue until terminated upon at least ninety (90) days' notice by Company or ninety (90) days' notice by Dealer.

15. Pricing.

A. Company shall have the right to designate suggested retail prices ("MAP Price") for certain Products ("Retail Products"). The Company has determined that in order for its products to compete with other brands in the marketplace on the basis of total value, including quality, features, after-sale support, and price, it must ensure its products are properly positioned in advertising of all types, including, without limitation, print, radio, television, Internet, online communication (e-mail, websites, and auctions), catalogs, trade shows displays at consumer exhibitions and shows, direct-mail advertising, coupons, mailers, outdoor advertising, phone solicitations by dealers, advertising stuffers in monthly statements, and other media (collectively, "Advertising").

B. Company shall provide Dealer a list of Suggested Retail Products and their respective Suggested Retail Prices. Dealer shall have the right, in its sole discretion and without prior notice, to change, modify or amend the Suggested Retail Products or Suggested Retail Prices and such changes shall be effective upon communication to Dealer. Dealer shall not promote any Products in any Advertising at a price lower than the designated Suggested Retail Price for such Product. Dealer is free to independently determine the price at which it resells the Products. It shall not be a violation of this section to advertise that a customer may "call for price" or "email for price", or to use similar

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language, specifically with respect to Suggested Retail Prices.

- C. Company shall have the right to terminate this Agreement if Dealer intentionally advertises any Suggested Retail Products at 5% below its Suggested Retail Price. Company shall have the right, in its sole discretion, to permit dealers to advertise Products at prices 5% lower than the Suggested Retail Price and Company reserves the right to modify or suspend the Suggested Retail Price with respect to the affected Products for a specified period by providing advance notice to Dealer of such changes.

16. Termination.

- A. Termination for Breach. If either party defaults in the performance of any material obligation in this Agreement, then the non-defaulting party may give written notice to the defaulting party and if the default is not cured within thirty (30) days following such notice, the Agreement will be terminated.
- B. Termination for Insolvency. Either party shall have the option to terminate this Agreement without notice, (1) upon the institution of actions against the other party for insolvency, receivership or bankruptcy, or any other proceedings for the settlement of other party's debts, (2) upon other party's making an assignment for the benefit of creditors, or (3) upon initiation of dissolution proceedings against the other party.
- C. Termination of Exclusivity. Company retains option upon termination to terminate Dealer's exclusivity rights, and may allow Agreement to continue as a non-exclusive Dealer agreement.
- D. Return of Materials. All of Company's trademarks, trade names, patents, copyrights, designs, drawings, formula, or other data, photographs, demonstrators, literature, and sales aids of every kind shall remain the property of Company. Within thirty (30) days after termination of this Agreement, Dealer shall return all such materials to Company at Dealer's expense. Dealer shall not make or retain copies of any materials or confidential items that may have been entrusted to it. Effective upon the termination of this Agreement, Dealer shall cease to use all trademarks, service marks, and trade names of Company.

17. Limitation on Liability. In the event of termination by either party in accordance with any provisions of this agreement, neither party shall be liable to the other, because of termination, for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investment, leases or commitments in connection with the business or goodwill of Company or Dealer. Company's sole liability under the terms of this Agreement shall be for any unpaid commissions if applicable.

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18. Export Law. Dealer acknowledges and agrees that the Products may be subject to export restrictions and controls. Dealer agrees and certifies that neither the Products nor any component thereof is being or will be acquired, shipped, transferred, exported or re exported, directly or indirectly, into any country prohibited by export restrictions and controls. Dealer bears all responsibility for export law compliance. Without limiting the generality of the foregoing obligation, Dealer hereby expressly agrees that, without the prior written authorization of Company, Dealer shall make its records available to Company at Company's request, in order to permit Company to confirm Dealer's compliance with its obligations as set forth in this section. Dealer will indemnify Company against all claims based on Dealer's exporting the product.
19. Confidentiality. Dealer acknowledges that by reason of its relationship to Company hereunder it will have access to certain information, materials and designs concerning Company's business plans, customers, technology, and products that is confidential and of substantial value to Company, which value would be impaired if such information were disclosed to third parties. Dealer agrees that it shall not disclose to any third party, any such confidential information revealed to it by Company. Without other notice, Dealer shall treat all information as confidential in nature. Upon specific request, Company shall advise Dealer whether or not it considers any particular information or materials to be confidential. Dealer shall not publish any technical description of the Products beyond the description published by Company. In the event of termination of this Agreement, there shall be no use or disclosure by Dealer of any confidential information of Company, and Dealer shall not reproduce, modify, prepare derivatives of, reverse assemble, reverse compile or otherwise reverse engineer any good or service provided or used by Company. Dealer shall not disassemble, decompile, or otherwise apply any procedure or process to any good or service provided or used by Company in order to ascertain, derive, and/or appropriate for any reason or purpose, any process, procedure or trade secret information contained in any good or service provided or used by Company.
20. Notices. All notices required or permitted by this agreement shall be deemed given if sent by certified mail, postage prepaid, return receipt requested or by recognized overnight delivery service. Notices shall be made as follows:
 - a. If to Company:

Ascend Industries
Calle 18 de Mayo, Km 16 Corredor Comercial, Cuauhtemoc Chih. 31607
Attn: Franz Loewen
Phone: 915 288 7232
Email: franz@acendindustries.com

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b. If to Dealer:

Name:

Company (if any):

Address:

Phone:

Fax:

Email:

21. **Assignment.** Neither party shall have the right to assign its interest in this Agreement to any other party, unless the prior written consent of the other party is obtained. However, Company may assign its rights and duties hereunder in connection with a merger, consolidation, spin-off, corporate reorganization, acquisition, or sale of all or substantially all the assets of the party without obtaining prior written consent. This Agreement shall be binding upon and inure to any successors or assigns of the parties.
22. **Attorney's Fees.** Should any action be brought by either party to enforce the provisions of this Agreement, the prevailing party, whether by settlement, adjudication or arbitration, shall have the right to collect reasonable attorneys' fees, expenses and costs from the nonprevailing party.
23. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed according to the laws of the State of Texas.
24. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
25. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any court or body of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited. However, the invalidity or limitation of any such provision shall not affect the validity of the remaining provisions.
26. **Section Headings.** The section headings used in this Agreement are inserted for the purpose of convenience only and shall not be construed to limit or extend any provision hereof.
27. **Entire Agreement.** This Agreement, together with any attached schedules or addendums, constitute the entire agreement between Company and Dealer and supersedes all prior agreements or understandings with respect to the subject matters contained herein. This Agreement shall not be amended, altered or changed except by a written agreement signed by both parties.



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The below signed parties hereby acknowledge that they have read and understand the entire Agreement, that they have authority to enter this Agreement on behalf of their respective organizations, and that they have freely and voluntarily executed this Agreement as of the day and year first written above.

Ascend Industries

By: _____

Date: _____

DEALER:

By: _____

Date: _____

EXHIBIT A
TERRITORY