

Katie Hopkins



Golden Designs

I n c o r p o r a t e d

3550 Jurupa Street, Unit B, Ontario, CA 91761

Office (909) 212-5555

Fax (909) 212-5550

Dealer Application

Please Type or Print Clearly

Business Name: _____ DBA: _____

Tax Resale#: _____ Federal ID#: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Shipping Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____ Fax: _____

Buyer's Name: _____ Phone: _____

Buyer's Email Address: _____

Payables Contact: _____ Phone: _____

Proprietorship: _____ Partnership: _____ Corporation: _____ Year & State of Incorporation: ____/____

Years in Business: _____

Person Guarantee:

Company: _____

Principal: _____ Title: _____

Address: _____ City: _____ State: _____ Zip: _____

SS#: _____

I, _____, hereby personally guarantee to Golden Designs, Inc. the payment of any obligation of the Company and I hereby agree to bind myself to pay you on demand any sum which may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guarantee shall be a continuing and irrevocable guarantee, and indemnity for such indebtedness of the Company. I do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed.

Signature: _____ Date: _____

Bank Name: _____ Account#: _____

Address: _____ City: _____ State: _____ Zip: _____

Banking Officer: _____ Phone: _____

Credit References:

1.) _____

2.) _____

3.) _____

The undersigned authorizes Golden Designs Inc., hereinafter known as "Seller" to investigate our credit worthiness. The undersigned warrants that the foregoing answers are true and correct, that the firm is financially solvent, and that the firm will make payments on the designated due dates as indicated on the Sellers invoices. It is further understood that the Seller does not accept returns. In cases where special circumstances arise, a 20% restocking fee will apply and the Company will be responsible for the return shipping charges (item must be NEW in ORIGINAL PACKAGING). I have read and fully understand this agreement in its entirety and by evidence of my signature agree to said terms. If purchases are to be exempt from sales tax, tax exemption certificates or registrations must be provided for all states where the product is shipped.

Authorized Signature: _____ Title: _____

Printed Name: _____ Date: _____

NON-DISCLOSURE & CIRCUMVENTION AGREEMENT

I. The undersigned parties __Golden Designs, Inc.__, herein referred to as "Seller", and _____, herein referred to as "Company", during the course and scope of both of their communications will likely have exposure and access to certain confidential information, financial information, proprietary information, and trade secrets of the Seller.

II. The parties are concerned about the disclosure, use, access, and dissemination of any such confidential, financial, proprietary or trade secret information.

III. In consideration for the undersigned prospective business relationship with the Seller, the Company hereby warrants, represents, covenants and agrees as follows:

A. **Definition of Confidential Information.** "Confidential Information" as used throughout this Agreement means any trade secret, as defined in the Uniform Trade Secrets Act at Civil Code Section 3426.2(a), or proprietary information, or confidential information relating to the Seller's business including, but not limited to, financial information, products, customer lists, pricing policies, communications records and policies, operational methods, marketing plans and strategies, product development techniques or plans, business acquisition plans, new personnel acquisition plans, technical processes, designs and design projects, inventions and research programs, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business affairs of the Seller and any of the Seller's affiliated companies and subsidiaries.

B. **Nondisclosure.** The Company agrees to keep strictly confidential all Confidential Information and will not, without the Seller's express written authorization, signed by one of the Seller's authorized officers, use, sell, market, disclose or attempt to circumvent the intent of this agreement any Confidential Information to any third person, firm, corporation, entity or association for any purpose. The Company and any current, future, or past employees, principles or agents, further agree not to use, sell, market, disclose or disseminate any Confidential Information under any circumstances. The Company further agrees not to make any copies of the Confidential Information, except upon the Seller's written authorization, signed by one of the Seller's authorized officers, and will not remove any copy or sample of Confidential Information from the control of the Seller without such authorization.

Initials _____

C. **Return of Material.** Upon receipt of written request from the Seller, the Company shall immediately return to the Seller any and all copies of samples of Confidential Information which are within the Company's possession, custody or control.

D. **Obligations Continue Past Term.** The obligations imposed on the Company shall continue with respect to the Confidential Information following the termination of the business relationship between the Company and the Seller.

E. **Equitable Relief.** The Company acknowledges and agrees that a breach of any provisions of this Agreement would cause the Seller to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, the Company agrees that the Seller shall have the right to seek injunctive relief and/or specific performance of any provision to enjoin a breach of anticipated breach of the provisions thereof and to compel performance of any provisions of this Agreement. Such rights shall be in addition to all other rights and remedies that are available to the Seller at law, in equity, or otherwise.

F. **Attorney's Fees.** The prevailing party in any action to enforce or interpret the terms of this agreement shall be entitled to its reasonable attorneys' fees and costs.

G. **Choice of Law and Jurisdiction.** This agreement shall be governed in accordance with the laws of the State of California. In the event that any legal action or proceeding is initiated respecting this agreement, said action shall have venue in the State of California, County of Riverside.

This agreement has been signed this _____ day of _____, 20_____.

Company

Sign: _____

Print Name: _____

Position: _____

Seller

Sign: _____

Position: _____