



# Customer Information & Credit Agreement

2424 South 2570 West, Salt Lake City, UT 84119  
 Phone (801) 972-5656 Fax: (801) 972-5690  
 Toll-Free: (800) 825-4555 Email cs@chums.com

## CUSTOMER INFORMATION

<b>Account Name</b>	<b>Email</b>
DBA:	Email address for invoice delivery:
<b>Telephone #</b>	<b>Fax #</b>
<b>Billing Address</b>	<b>City</b>
	<b>State, Zip</b>
<b>Shipping Address</b>	City
	State, Zip
<b>AP Contact:</b>	<b>Phone #</b>
Buyer	Requested Credit Limit:
FEIN No:	D&B No:
ASI/PPAI No:	

## CORPORATION INFORMATION

State Incorporated in:	Date of Incorporation
President	Vice President
Legal Entity:	Proprietorship Partnership Corporation LLC Date Started

## BUSINESS BANK REFERENCE

<b>Bank</b>	Phone #:
<b>Bank Contact</b>	Fax #:
Email:	Checking Account #

## CREDIT REFERENCES

<<<<-----EMAIL ADDRESS OR FAX NUMBER IS REQUIRED----->>>>		
Please provide (3) trade references.		
Company	Phone	Fax
Address	Account #	Email:
Company	Phone	Fax
Address	Account #	Email:
Company	Phone	Fax
Address	Account #	Email:

## CREDIT POLICY

**\*FIRST ORDER MAY BE SENT COD OR REQUIRE PREPAYMENT**

- Terms are Net 30 from invoice date.
- On the last day of each 30 day billing period, finance charges will be assessed at a rate of 1.5%.
- Signing below is binding for both the Corporation or LLC as well as personally if doing business as a sole proprietorship
- By signing below you agree to reimburse CHUMS for all charges incurred as a result of NSF checks.
- An account that becomes past due will be placed on COD or Prepaid basis until the account, with any and all finance charges, is made current. Any account which is consistently past due may be placed on permanent COD or Prepaid terms.
- If an account becomes past due, CHUMS will be entitled to recover from YOU, the customer, all court costs, reasonable attorney fees and any expenses incurred with its collection of the amounts past due.
- An account that is past due may be sent to a collection agency. CHUMS will not be obligated to ship any product until the account with all finance charges has been paid in full.
- CHUMS may demand different terms of payment whenever CHUMS deems that an account's financial condition requires such a change.
- CHUMS may also demand the assurance of the buyer's/accounts ability to pay whenever it seems that such an ability is in question.

## AUTHORIZATION TO RELEASE CREDIT INFORMATION

The undersigned agrees to the above credit policy and hereby authorizes its bank to release account information to CHUMS

<b>Signature</b>	<b>Title</b>	<b>Date</b>
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## CHUMS INC. AUTHORIZED DEALER AGREEMENT

Chums Inc. ("CHUMS") and Dealer (terms defined below) agree Dealer is appointed as a Nonexclusive Authorized Dealer during the Term subject to the following:

1. Purchase From CHUMS or Authorized Distributors Only, Sell to End Users Only. Dealer (a) must purchase CHUMS products only from CHUMS (b) may not sell the Products to anyone for resale.
2. Sell Through Pre-Approved Online Channels Only. Dealer may sell the Products through online channels as approved by CHUMS. Dealer may not sell the Products on any 3<sup>rd</sup> Party Marketplaces including, but not limited to, Amazon.com, Walmart.com and eBay.com.
3. Use and Protection of CHUMS Intellectual Property. Dealer may use CHUMS IP as permitted by CHUMS and will refrain from challenging the rights claimed by CHUMS in the CHUMS IP or assisting any others in doing so.
4. Compliance with Laws and CHUMS Policies. Dealer will not take any action detrimental to the reputation or integrity of CHUMS or the Products. Dealer must comply with (a) all laws and all CHUMS Policies (except where mandatory compliance is not required) and (b) CHUMS requests relating to any law, regulation or recall of the Products. Dealer acknowledges that it has reviewed and understands the CHUMS unilateral minimum advertised price policy ("MAP Policy").
5. Modification of CHUMS Policies and Approvals. At any time and without prior notice, CHUMS may modify any of the CHUMS Policies and rescind any of the approvals provided by CHUMS, with each such modification or rescission becoming effective immediately or as designated by CHUMS.
6. Termination of Agreement. Either Dealer or CHUMS may terminate this Agreement, with or without cause, effective thirty (30) days after receipt of notice or, in the case of a material breach, effective the date designated in such notice, but no sooner than the date of such receipt. Upon termination, Dealer shall cease use of all CHUMS IP, except as necessary to sell Dealer's then-current inventory of the Products.
7. Buyback of Inventory. After notice of termination, Dealer, if requested by CHUMS, will (a) sell to CHUMS all of Dealer's saleable and encumbrance-free inventory of the Products chosen by CHUMS at the actual price paid or in lieu of any amount due and (b) ship such inventory as directed by CHUMS at CHUMS's expense.

8. Miscellaneous Items. Assignment of this Agreement by Dealer without the prior written consent of CHUMS is void. The relationship between the Parties is that of independent contractors, and Dealer shall have no authority to bind CHUMS. The CHUMS Documents shall be governed by and interpreted under Colorado law without regard to that state's conflicts of laws provisions, and all disputes shall be litigated as a bench trial in federal court in Salt Lake City, Utah or state court in Salt Lake City, Utah. Sections 1 through 9 of this Agreement survive its termination. The CHUMS Documents, as modified from time to time, constitute the entire understanding of the Parties and supersede all agreements and representations between the Parties, either oral or written, and are not subject to any rule of strict construction. In the event of any conflict between the CHUMS Policies and this Agreement, the CHUMS Policies will control. CHUMS's interpretation of the CHUMS Documents governs. No failure by CHUMS to exercise any right(s) under the CHUMS Documents will constitute a waiver or limit any enforcement. Dealer agrees that CHUMS and the CHUMS Distributors may without liability cancel any pending orders (even if accepted) from Dealer and refuse to accept any new orders from Dealer. Each notice described in this Agreement must be in writing and is considered effective when received or refused (whether posted on a CHUMS website or sent via mail, email, courier, fax, bike messenger, or otherwise). Purchase order or other provisions from Dealer inconsistent with the CHUMS Documents are deemed stricken, unless expressly adopted in a written supplement signed by the Parties.

9. Definitions. For purposes of this Agreement: (a) "CHUMS Distributors" means resellers authorized by CHUMS to sell to Dealer; (b) the "CHUMS Documents" means this Agreement and the CHUMS Policies; (c) "CHUMS IP" means any or all of the patents, designs, trademarks, service marks, trade names, commercial symbols, copyrights, data, data bases, market information, trade secrets and confidential information in which CHUMS claims rights; (d) "CHUMS Policies" means collectively the then-current versions of the announcements issued or made available electronically or otherwise by CHUMS and labeled as policies, price lists or terms of sale or otherwise designated as policies by CHUMS; (e) "Nonexclusive Authorized Dealer" means that Dealer is authorized to buy and sell the Products under the terms of the CHUMS Documents; (f) the "Parties" means the Dealer and CHUMS; (g) the "Products" means those CHUMS products made available to Dealer by CHUMS or the CHUMS Distributors; and (h) the "Term" means the period from the Effective Date until this Agreement is terminated.

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Name and Signature

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Date



## **Minimum Advertised Price Policy (MAP)**

Chums, Inc. (“Chums”) has determined that its interests are best served through the adoption of a minimum advertised price (“MAP”) policy. This MAP policy is designed to (1) protect reseller margins so that desirable pre-sales and post-sales services and infrastructure can be provided by our channel partners (2) support the Chums brand as a premium offering; and (3) avoid destructive intra-brand channel conflict. Chums is committed to enforcing policies which allow our resellers to maintain appropriate profit margins through the sale of our products. Chums has established a Minimum Advertised Price Policy that an Authorized Reseller must follow for the advertising and marketing of Chums products. All Chums Authorized Resellers must agree to the terms and conditions of the following MAP Policy.

**This policy has been unilaterally adopted by Chums and will be uniformly enforced.**

### **Policy Coverage.**

This MAP policy covers all Chums Offline and Online resellers located in the United States. Although resellers remain free to establish their own resale prices, Chums will, without assuming any liability, unilaterally take actions and impose consequences as described in this policy against resellers who advertise applicable Chums products at prices below full MSRP. Chums will not discuss any conditions of acceptance related to this MAP policy, as it is non-negotiable, and will not be altered for any reseller. Chums neither solicits, nor will it accept, any assurance of compliance with this MAP policy. Nothing in this MAP policy or in any other contract or agreement with Chums shall constitute an agreement between Chums and reseller that the reseller will comply with this MAP policy.

MAP applies only to minimum advertised prices and does not apply to the price at which the products are sold, or to advertised prices higher than the unilateral minimum resale prices established by Chums from time to time. Chums may permit resellers to advertise MAP products at prices lower than the MAP price at specified times. In such events, Chums reserves the right to modify or suspend the MAP price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

### **Minimum Advertised Price.**

The current listing of products and applicable MAP prices are published on Chums’s website on the Price List page. The products and MAP may be changed from time to time in Chums’s sole discretion. Chums resellers are responsible for remaining current with MAP policy, products and pricing. Chums

products not specifically identified in this policy are not subject to the MAP policy. Each advertisement below the MAP will constitute a violation of this MAP policy.

The MAP policy applies to all advertisements of specific Chums products in and all media including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio and public signage.

Where Chums products are bundled with or sold as part of a package that includes other products (whether or not manufactured by Chums), it shall be a violation of this MAP Policy to sell or advertise the bundle (or package) at a price that: (a) is lower than the total Minimum Advertised Price of the Chums product or (b) violates the letter or spirit of the MAP Policy. It shall be a violation of this MAP Policy if products are bundled with or sold as part of a package that includes products not pre-approved by Chums.

### **Policy Violations.**

In the event a reseller violates the Chums MAP policy, sanctions will be unilaterally imposed by Chums.

Violations of MAP policy shall be determined by Chums in its sole discretion.

In addition to the above, failure to adhere to the MAP policy will be a factor taken into consideration in the determination of the reseller's future product orders and cooperation with Chums. Failure to adhere to MAP will result in the following notifications.

**1<sup>st</sup> Violation:** Authorized Reseller's will receive an email notification detailing the MAP violation. MAP violations must be corrected within 24 hours from the time of notification.

**2<sup>nd</sup> Violation:** Authorized Reseller's account will be placed on hold for 6 months pending discussion with Chums representative.

**3<sup>rd</sup> Violation:** Authorized Reseller's account will be placed on a permanent hold. Chums will review and determine if account is to be reinstated.

**4<sup>th</sup> Violation:** Should Chums decide to reinstate an Authorized Reseller who has previously demonstrated a third violation, yet violates a fourth time, the account will be unauthorized indefinitely.

### **Effective Date and Policy Modifications.**

Chums reserves the right at any time to modify, suspend, or discontinue the MAP policy in whole or in part or designate promotional periods during which the terms of the policy change or designate periods of time during which the policy is not applicable. Policy modifications shall be made available on the Chums website at <https://www.chums.com/pricing> and shall become effective as and when stated.

### **Contact Information.**

CHUMS SALES PERSONNEL HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS POLICY OR HAVE ANY COMMUNICATIONS WITH ANY RESELLER REGARDING VIOLATIONS OF THIS MAP POLICY. IN THE EVENT OF ANY CONFLICT BETWEEN STATEMENTS OF CHUMS SALES PERSONNEL AND THIS MAP POLICY, THE PROVISIONS OF THIS MAP POLICY SHALL CONTROL