

DEALER AGREEMENT

This Agreement is made and entered into this _____ day of _____ 20__ by and between Procaïn LLC, a Pennsylvania Limited Liability Company (the "Company") and _____ (hereinafter called "Dealer"),

WITNESSETH

WHEREAS, the Company is engaged in the manufacturing, sale and marketing of game animal attractants, repellents and other hunting products; and

WHEREAS, Dealer desires to become an independent sales consultant of the Company and to assist the Company in the sale and support of the Company's products listed on Exhibit "A" attached hereto and incorporated herein, as the same may be amended from time to time by the Company (the "Products") in the territory designated on Exhibit "B" attached hereto and incorporated herein, as the same may be amended from time to time by mutual agreement of the parties (the "Territory"); and

WHEREAS, the Company has approved the appointment of the Dealer to become an independent sales consultant of the Products in the Territory; and

WHEREAS, it is contemplated that Dealer will purchase the Products from the Company and resell the Products within the Territory.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Dealer agrees to use its best efforts to actively promote, market and sell the Products to customers and prospective customers within the Territory in a professional and ethical manner at all times for the duration of this Agreement. Dealer shall sell and market the Products on a non-exclusive basis in the Territory and shall not sell or market the Products outside of the Territory.

2. Dealer acknowledges that the primary goal of the Company is to provide their customers with high quality products and first-rate customer service. Certain general standards contribute to the overall image of the Company and Dealer agrees to adhere to these standards at all times in any activities which may be associated with the Company. These general standards include: (a) providing only first-class and professional services to all customers; (b) promoting only high quality products; (c) establishing the highest level of customer service possible; and (d) maintaining high moral and ethical standards in all business transactions. At no time shall the Dealer do, cause or permit to be done any act, or divulge, publish or declare any information, which

is or may be detrimental to the best interests or business reputation of the Company. This provision shall survive any termination of this Agreement.

3. The Company has the right at all times during the term of this Agreement to observe the manner in which Dealer is rendering its services and to confer with Dealer's customers in order to determine if Dealer is complying with the above standards.

4. As part of this Agreement, Dealer may purchase the Products directly from the Company at discounted wholesale prices determined by the Company. The Company may change wholesale prices as well as suggested retail prices of the Products from time to time in its sole discretion. Dealer will be notified by the Company of these changes if and when they occur. Upon such purchase, title and risk of loss to the Products shall pass to Dealer and Dealer shall be permitted to resell the Products within the Territory.

5. Dealer may purchase marketing materials, including, but not limited to, custom-designed business cards, brochures, signs, banners, flyers and newspaper/magazine/television ads from the Company pursuant to their availability at prices and on terms established by the Company. All payments for Dealer orders for the Products and marketing materials will be paid by check or money order upon receipt or delivery of an order for the Products and/or marketing materials.

6. The Company owns exclusive rights to all patents, trade names and trade/service marks of the Products. The trade/service mark and the trade name of the Company are registered with the U. S. Patent and Trademark Office. Dealer shall not use "Procain", "Triple Threat Clover™", "Venison Vytles®" or "Deer X" trade names or trade/service marks in marketing or selling any products or services which are not approved by the Company. The Company has exclusive rights in determining which products Dealer markets, promotes and sells under the trade names and trade/service marks of the Company. In marketing and promoting the Products, Dealer shall not use any advertising material or literature other than those materials published by the Company without written approval from the Company. In addition, Dealer will promptly update all internet advertising material or literature as soon as such material is made available from the Company.

7. Dealer shall not use the trade names or trade/service marks of "Procain", "Triple Threat Clover™", "Venison Vytles®" or "Deer X" as part of its business/corporate name or sell or market products which are competitive with the Products (as determined by the Company) without express written approval from the Company.

8. This Agreement shall not be construed as creating the relationship of employer and employee, franchiser and franchisee, partners, joint venturers or profit-sharing or loss agreement between the parties, or any other relationship than that of a company and an independent contractor. Neither the Dealer nor the Company shall

have any authority to act for or to bind the other in any way, to alter any of the terms or conditions of any of Company's standard forms of invoices, purchase orders, warranties or otherwise, or to warrant or to execute agreements on behalf of the other or to represent that the other is in any way responsible for the acts, debts, liabilities or omissions of the other. As an independent contractor, Dealer shall assume sole liability for all self-employment (Social Security), income taxes and other reports required as an independent sales consultant and to abide by all federal, state and local laws governing Dealer's business.

9. Neither the Company nor the Dealer shall be liable to the other for any failure to perform any obligations under this Agreement due to causes which are beyond their reasonable control and of a nature which neither has the authority or power to remedy, including without limitation, acts of God, acts of the other party, acts of civil or military authority including governmental priorities, strikes or other labor disturbances, fires, floods, epidemics, wars and riots, delays in transportation or unavailability of materials or supplies from ordinary sources. In the event of such an occurrence, the party claiming relief thereon shall give prompt written notice thereof to the other party and any time for performance of an obligation shall be extended by time equal to the length of any delay attributable to such occurrence.

10. Dealer shall indemnify, defend and forever hold the Company (and Company's parent, subsidiaries or entities under common ownership or control) and all of its present and former officers, members, shareholders, directors, employees, representatives, attorneys, insurers and agents and its successors, heirs and assigns, harmless from and against any and all losses, liabilities, claims, costs, damages and expenses (including, without limitation, fines, forfeitures, attorneys' fees, disbursements and administrative or courts costs) arising directly or indirectly out of any breach or default by Dealer under this Agreement. This section 10 shall survive the termination of this Agreement.

11. Either party shall have the right to terminate this Agreement at any time with or without cause upon thirty (30) days prior written notice to the other party. The Company shall have the right to immediately terminate this Agreement at any time in the event that Dealer has violated or is in default under any of the terms and conditions of this Agreement.

12. Upon termination of this Agreement, Dealer shall immediately cease to advertise, promote or sell the Products as well as cease to use by any means whatsoever the trade name and trade/service mark of the Company and the Products. The Company has the right to continue to sell the Products to Dealer's customers if Dealer ceases to be a dealer of the Products.

13. Dealer shall not sell, assign, mortgage or otherwise transfer any of its rights or obligations under this Agreement without the written consent of the Company, whose consent may be withheld; and any purported assignment or other transfer without such written consent shall be void and without effect.

14. This Agreement may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereon were upon the same instrument.

15. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. In the event that any provision of this Agreement is determined to be invalid, unenforceable or otherwise illegal, such provision shall be deemed restated in accordance with applicable law to reflect as nearly as possible the original intentions of the parties; and the remainder of the Agreement shall be in full force and effect.

16. The failure by either party to insist upon strict enforcement of any terms and conditions of this Agreement shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such terms on any future occasion.

17. This Agreement constitutes the sole and entire understanding between and among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings and representations and warranties, whether oral or written, among the parties with respect to such subject matter. This Agreement may not be amended, modified or altered or any of its provisions waived except in writing and signed by the authorized officer of the party against whom enforcement is sought. This Agreement shall be construed without reference to custom or usage of trade.

18. Dealer shall insure that all sales representatives of Dealer selling the Products purchased under this Agreement shall adhere to the terms, conditions and operating standards set forth herein.

19. Dealer agrees to comply with the terms, conditions and operating standards as set forth in this Agreement and as such terms, conditions and standards may be changed or amended in writing from time to time by the Company.

20. (a) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(b) The parties to this Agreement agree that jurisdiction and venue of any action brought pursuant to this Agreement to enforce the terms hereof or otherwise with respect to the relationships between the parties created or extended pursuant hereto shall only lie in the Commonwealth of Pennsylvania. The parties further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court shall constitute valid and lawful service of process against them without the necessity for service by any other means otherwise provided by statute or rule of court.

IN WITNESS WHEREOF, the parties have each executed this Agreement as of the date and year first above written.

“Company”

Procaïn LLC, a Pennsylvania Limited Liability Company

By: _____(SEAL)

Name:

Title:

“Dealer”

[Company Name Above]

By: _____(SEAL)

Name:

Title:

Address: _____

EXHIBIT "A"
[Products]

EXHIBIT "B"
[Territory]