



DEALER APPLICATION

Fax to (512) 832-6136

Credit Card On File

ALL APPLICANTS PLEASE COMPLETE PAGE 1

Legal Company Name: _____

Trade Name: _____

Principal's (Owner's) Name: _____

Federal Tax ID (FEIN) _____

Type of Business: ___ Sole Proprietorship ___ Partnership ___ Corporation

Date the business started: _____

Billing

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Shipping

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Telephone – Main: () _____ Telephone – Purchasing () _____

Telephone – Accts Payable: () _____ Fax: () _____

Total Annual Sales: \$ _____

RESALE TAX EXEMPTION CERTIFICATE

I hereby certify that (Dealer Name) _____ holds a valid seller's Permit No. _____ issued pursuant to the sales and use tax laws of the State of _____ and is engaged in the business of selling tangible personal property which shall be purchased from Screen Innovations and will be resold in the form of tangible personal property. In the event any of said property is used for any purpose other than resale, it is understood that dealer is required by the sales and tax law to report and pay applicable tax on such property.

This Certificate Is Valid Until Revoked In Writing

Signature: _____

Title: _____

Date: _____



BUSINESS PROFILE

SI's Rep in your Territory: _____

Type of Business: Retail: _____ Custom Integrator/Installer: _____ Security: _____ Satellite: _____

Primary market area served: _____

Do you have multiple locations: YES/NO If yes how many: _____

Do you have a showroom with a projector and screen on display: _____ How many: _____

What projector lines do you sell: _____

How many projectors do you sell a month: _____ Average price \$ _____

Other Screen Manufacturer lines you carry: _____

How many Screens do you sell a month: _____ Average price \$ _____

Projected number of SI screens you will sell: Q1 _____ Q2 _____ Q3 _____ Q4 _____

FOR ACCESS TO ONLINE ORDER ENTRY AND DEALER RESOURCES ON OUR WEB-SITE

User Name: _____ Password: _____

CREDIT CARD EASY PAY FORM

Please supply the following information to authorize future purchases of Screen Innovations Products and services.

Type of Card: _____

Name on Credit Card: _____

Billing Address: _____

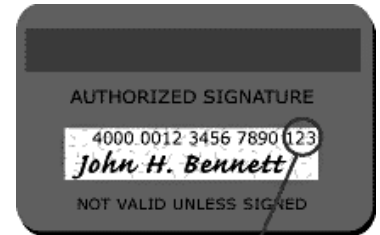
Credit Card Number: _____

Expiration Date: _____

CVV2 Number on reverse side of the credit card: _____
(on the front of AmEx)

Signature: _____

Date: _____



CVV2

I understand and agree that signing the Screen Innovations, "Credit Card Easy Pay Form", constitutes a personal guarantee on behalf of the individual (holder of the credit card account) to pay the full amount of invoices even if the IO (insertion order) is placed by or the invoice is made out to a corporation or partnership.

SI TERMSPLUS CREDIT CARD FORM

BANK REFERENCES

Bank Name: _____ Telephone: () _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Account No.: _____ Contact: _____

Bank Name: _____ Telephone: () _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Account No.: _____ Contact: _____

TRADE REFERENCES

Name: _____ Telephone: () _____
Address: _____
City: _____ State: _____ Zip: _____
Account No.: _____ Contact: _____
Fax # (must provide): _____ Email: _____

Name: _____ Telephone: () _____
Address: _____
City: _____ State: _____ Zip: _____
Account No.: _____ Contact: _____
Fax # (must provide): _____ Email: _____

Name: _____ Telephone: () _____
Address: _____
City: _____ State: _____ Zip: _____
Account No.: _____ Contact: _____
Fax # (must provide): _____ Email: _____

PROPRIETOR, PARTNERS OR OFFICERS

Name: _____ Title: _____ SS#: _____
Home Address: _____ City _____ State: _____ Zip: _____
Home Phone: () _____ DOB: _____

Name: _____ Title: _____ SS#: _____
Home Address: _____ City _____ State: _____ Zip: _____
Home Phone: () _____ DOB: _____

I hereby warrant that the information contained in this application is true and correct and is furnished for the purpose of obtaining credit from Screen Innovations. I hereby authorize Screen Innovations to contact references in connection with this application.

Signature: _____ Title: _____ Date: _____



RETAIL AGREEMENT

This agreement is made _____ (the effective date), by and between Screen Innovations LP, a Texas company located at 11110 Metric Blvd. Suite D, Austin, TX 78758 (hereafter referred to as "Manufacturer") and _____, a _____ company located at _____ (hereafter referred to as "Reseller"). Together the parties will be known as ("the Parties").

ARTICLE I DEFINITIONS

For purposes of this Agreement, the following terms shall have the corresponding meanings:

- 1.01 Product.**
Home theater and business projection screens and related items.
- 1.02 Customer.**
Person(s) or entity(ies) that acquires the Products for their own use as an end user customer rather than for resale or distribution.
- 1.03 Product Update.**
Means, any changes, product updates, along with any revisions or replacement to the existing Product with a Product of equal or better quality and features, made by the Manufacturer. Also any additional items made available by Manufacturer.

ARTICLE II OBLIGATIONS OF MANUFACTURER

- 2.01 Grant of Right.**
Manufacturer hereby grants to Reseller the right to distribute for sale the Products to all currently existing and future customers.
- 2.02 Product Updates.**
Manufacturer shall provide Reseller with Product Updates as soon as such Updates are reasonably available to Manufacturer. Creation of Updates shall be left to the Manufacturer's sole discretion.
- 2.03 Addition of New Products and Removal of Discontinued Products.**
- a) Manufacturer may add new Products by issuing a written Product Addendum to Reseller. Any new Products offered to the Reseller, shall be governed by the terms of this Agreement unless expressly specified otherwise in writing.
 - b) Manufacturer will give Reseller 30 days written notice of any Product being discontinued and may remove discontinued Products from its Catalog.
- 2.04 Promotion and Intellectual Property.**
- a) Upon termination of this Agreement, both Parties agree to cease and desist from the use of any such trade names, trademarks, service marks, trade dress, copyrighted materials, or symbols of the other party and shall return all promotional materials including the Marks to the other Party.
 - b) Both Parties acknowledge that each Party retains sole and exclusive ownership of their own trademarks, copyrighted materials, trade dress, and symbols. Neither Party shall remove, alter, cover, or obfuscate any copyright, trademark, or patent notice or other proprietary rights notice of the other Party.

ARTICLE III OBLIGATIONS OF RESELLER

- 3.01 Product Resell.**
Reseller may only resell the Products to end-user customers. Reseller is prohibited from posting pricing or reselling the Products via the internet.
- 3.02 Reverse Engineering.**
Reseller shall not, nor have or knowingly allow any other party to, disassemble, decompile, or otherwise reverse engineer the Products.
- 3.03 Sale of Products.**
No provision of this Agreement shall prevent Reseller from selling or distributing any product regardless of whether or not such product is competitive with any of Manufacturer's Products. Reseller may not distribute or sell any product that would be so similar to Manufacturer's product to be considered a copy, simulation, replica, or reverse engineered version of Manufacturer's product.
- 3.04 Support for Products.**
Reseller shall provide commercially reasonable amount of support as may be required to assist its customers
- 3.05 Proprietary Rights in Products Reserved to Manufacturer.**
Reseller acknowledges and agrees that the reseller rights granted herein shall in no way grant to Reseller any proprietary interest to the Products, technology, or other confidential information of Manufacturer.

ARTICLE IV PAYMENT TERMS

- 4.01 Manufacturer's Price Fee Calculation.**
Reseller shall pay to Manufacturer for each Product purchased from the Manufacturer, according to the appropriate price listed in the then current Manufacturer's disclosed Reseller's price list.
- 4.02 Taxes.**
Reseller shall be solely responsible to collect and remit any and all applicable taxes, including state sales taxes from the end user, however designated, which may be imposed as a result of the existence or operation of this Agreement. Manufacturer will have no obligation or responsibility in regards to the Reseller's tax obligations.
- 4.03 Payments.**
Payment terms for the Reseller can be arranged with the Manufacturer using one or more of the following options:

- a) Credit may be arranged through Terms Plus: HSBC Credit Card; utilized for the purchase of Screen Innovations Products or services only. Payments will be made per HSBC terms and conditions.
- b) Credit Card on File: Personal/Company Credit Card can be kept on file and will be charged per order, at the time each order is shipped. Custom orders may be charged at time of order. No Discounts available with this payment option.
- c) Cash or check payment received prior to shipment of product. A 2% discount ON PRODUCT ONLY is available when utilizing this option.

4.04 Address for Cash or check Payments.

All payments as described herein shall be sent either electronically as deemed suitable by both Parties or by check to:

Attention: Accounts Receivable
Position: Accounting
Company: US Screen corp.
Address: 11110 Metric Blvd. Suite D, Austin, TX 78758
Phone: (512) 832-6939
Email: accounting@siscreens.com

4.05 Freight.

All orders are FOB Manufacturer's warehouse, Austin, Texas USA.

**ARTICLE V
WARRANTIES AND INDEMNIFICATION**

5.01 Indemnification.

Each Party will defend, indemnify, save, and hold harmless the other Party and the officers, directors, agents, partners, and employees of the other Party from any and all third party claims, demands, liabilities, costs or expenses, including attorney fees, ("Liabilities") resulting from the indemnifying Party's breach of, or act or omission in connection with, this Agreement, except where Liabilities result solely from the negligence or knowing and willful misconduct of the other Party.

5.02 Limitation on Damages.

IT IS AGREED THAT IN NO EVENT SHALL MANUFACTURER OR RESELLER BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR INDIRECT DAMAGES OR FOR LOSS OF ANTICIPATED PROFITS TO THE OTHER PARTY, ITS CUSTOMERS, END USERS OR ANY OTHER PERSON UNDER ANY PROVISION OF THIS AGREEMENT.

**ARTICLE VI
TERM AND TERMINATION OF AGREEMENT**

6.01 Term

The term of this Agreement shall be for Twelve (12) months and automatically renew for consecutive Twelve (12) months periods unless Either Party gives the Other Party written notice of its intent to terminate at least Sixty (60) days before the renewal date of each consecutive year.

6.02 Termination

This Agreement may be terminated by Either Party upon giving the Other Party thirty (30) days prior written notice to that effect. No such termination will affect Manufacturers rights to receive any monies owed by Reseller prior to such termination

**ARTICLE VII
MISCELLANEOUS**

7.01 Relationship of the Parties.

The relationship of Reseller and Manufacturer established by this Agreement is that of independent contractors. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between Reseller and Manufacturer.

7.02 Confidentiality.

Each Party acknowledges that in the course of performing its obligations hereunder it will receive information which is confidential and proprietary to the other Party. Each Party agrees not to use such information except in performance of this Agreement and not to disclose such information to any third Party. This Section 7.02 shall survive the termination of this Agreement for any reason.

7.03 Assignment.

This Agreement will bind and inure to the benefit of each Party's permitted successor and assigns.

7.04 Severability.

The terms and conditions of this Agreement are severable. If any term or condition of this Agreement is deemed to be illegal or unenforceable under any rule of law, all other terms shall remain in full force and effect.

7.05 Modification.

This Agreement may be modified or amended only by a written agreement executed by both Parties.

7.06 No Waiver.

The failure of either party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

7.09 Survival.

Articles IV, V, and VII shall survive termination of this Agreement for any reason.

7.10 Jurisdiction.

All disputes between the Parties shall be resolved by confidential arbitration before a single arbitrator in Austin, Texas in accordance with the commercial arbitration rules of the American Arbitration Association. Any action to compel, stay, modify, confirm or vacate an arbitration award shall be governed by the Federal Arbitration Act, 9 U.S.C. §1 et seq. The Parties agree to the exclusive jurisdiction and venue of the federal and state courts whose districts embrace XXXX County, Texas as the forum for any such action, and the Parties agree that such forum constitutes the most convenient forum for any such litigation.

7.11 Entire Agreement.

The Parties have read this Agreement and agree to be bound by its terms. No representations or statements of any kind by either party, which are not expressly stated herein, shall be binding on such party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

MANUFACTURER:

By: _____

Signature: _____

Title: _____

Date: _____

RESELLER:

By: _____

Signature: _____

Title: _____

Date: _____