

Instructions for Completion

Effective February 1, 2005

Please complete and sign the following forms and send them to Inscape Publishing with the applicable fee.

- **Wholesale Purchase Application & Agreement Form**
- **New Authorized Distributor/Sponsor Form**

Agreement Instructions

- The applicant and sponsor should read and review all content included in the documents.
- The applicant must sign the **Wholesale Purchase Application & Agreement Form** on the Wholesale Purchaser's signature line.
- The applicant and sponsor must sign the **New Authorized Distributor/Sponsor Form**.
- Inscape Publishing will accept the online version of the Inscape Publishing New Authorized Distributor/Sponsor Form without the sponsor's signature if the sponsor's name is embedded.

Fee Information

- All monies and fees are payable in U.S. Funds.
- Inscape Publishing accepts VISA, MasterCard, Discover, and American Express.
- The primary distributorship fee for 2005 is \$1,495.
- The additional joint distributorship fee for 2005 is \$495.

Send signed forms and payment by mail or fax to

Inscape Publishing
6465 Wayzata Blvd, Suite 800
Minneapolis, MN 55426-1725
Fax: 763-765-2276



INSCAPE PUBLISHING, INC.

Wholesale Purchase Application & Agreement

Effective February 1, 2005

continued from previous page

- 11. I understand and agree that either party may terminate this Agreement in writing at any time for any reason. If the Agreement is terminated, I will be liable for payment of all currently pending orders and will not be entitled to a refund of the Application Fee or the Renewal Fee referred to in Paragraph 18 below.
12. I acknowledge that IPI is the owner of the copyrights, trademarks, trade names, service marks, and logos associated and used in conjunction with the Product. I agree that I will only use IPI's copyrights, trademarks, trade names, service marks, and logos and other intellectual property owned by IPI in strict compliance with the protection of these rights.
13. I understand and agree the Product is protected by copyright, and that I am not authorized to copy, modify, reproduce, translate, or tailor the Product in any written, visual, or audio form, or by any means, electronic or mechanical, without the express written agreement of Inscape Publishing, Inc.
14. All sales are final upon receipt of the order. Purchases of the Product may not be returned for credit, and no returns will be accepted unless IPI agrees that the Product is defective and provides written authorization for return of defective merchandise.
15. Inscape Publishing, Inc. may modify the contents of the Confidential Wholesale Price List or the Manager and Field Manager Volume Credit List, the level of technical support provided, shipping and sales procedures, and any other term related to the distribution of the Product (the "Modified Terms") at its sole discretion. The Modified Terms will be identified as such and published and communicated in the appropriate media and will become effective on publication. In the event of any conflict between the terms of this Agreement and the Modified Terms, the Modified Terms shall govern.
16. This Agreement is entered into in and governed by the laws of the State of Minnesota and shall be effective only upon execution by an authorized officer of Inscape Publishing, Inc. I agree that jurisdiction and venue of any dispute arising out of this Agreement or related transactions and occurrences shall be subject to the exclusive jurisdiction of the Courts of the State of Minnesota, and the laws of the State of Minnesota shall apply to any such dispute.
17. Neither the Wholesale Purchaser nor IPI shall be liable for failure or delay in performing their respective obligations hereunder if such failure or delay is occasioned by compliance with governmental regulation, request, or order or by circumstances beyond the reasonable control of the party so failing or delaying, including, without limitation, an Act of God, acts of war, insurrection, fire, flood, accident, strike or other labor disturbance, or interruption of or delay in transportation.
18. I understand that payment of an annual Renewal Fee is necessary to maintain my status as a Wholesale Purchaser of IPI's products, and that the Renewal Fee for each succeeding calendar year will be payable no later than December 31 of each year. Failure to pay the Renewal Fee by December 31 of a given year will result in cancellation and forfeiture of all my rights and benefits as a Wholesale Purchaser of IPI's products. Subject to timely payment of the Renewal Fee, this agreement will remain in effect until terminated per Paragraph 11 above or replaced by a new Agreement duly executed by both parties.
19. I understand that new Wholesale Purchasers are required to attend product and sales training within 12 months of executing this Agreement, and that failure to do so will result in termination of status as a Wholesale Purchaser effective December 31 following completion of this 12 month period.
20. I acknowledge by signing this Agreement that I have read its contents, that I understand the provisions contained in the Agreement, and that I agree to be bound by these conditions. This is the entire agreement between Inscape Publishing, Inc. and myself; it supersedes all prior agreements, proposals, negotiations, conversations or discussions, whether written, oral, or in any other form, and it may not be modified except by Paragraph 15 above.

PAYMENT

- Primary Distributorship Fee: \$1,495
Additional Joint Distributorship Fee: \$495
Reactivation Fee: \$495

PAYABLE IN U.S. FUNDS

Sales tax is not included in the above fees. Inscape Publishing must also collect sales tax on the Primary Distributor Fee in the following states: AZ, CA, CO, FL, GA, IL, MI, MN, NC, NY, OH, PA, TN, TX, and VA.

Credit Card Type: VISA Mastercard Discover American Express

Credit Card Number Expiration date

Check Enclosed (personal check payable to Inscape Publishing, Inc.)

check number amount

Wholesale Purchaser's Signature

Date

ACCEPTED BY INSCAPE PUBLISHING, INC.:

Secondary Wholesale Purchaser's Signature (if applicable) Date

Inscape Publishing, Inc. Officer

Date

New Authorized Distributor / Sponsor Form

Effective February 1, 2005

APPLICANT

PRIMARY AUTHORIZED DISTRIBUTOR NAME (Last, First, Middle)

_____-_____-_____
Social Security Number (PRIMARY DISTRIBUTOR)

_____-_____-_____
Daytime Telephone (include area code)

_____-_____-_____
Daytime Fax Number (include area code)

Email Address

Primary Authorized Distributor's Signature

Date

SPONSOR

Name: Employee Improvement Solutions

Distributor ID: 003744

Phone Number: 215 782-8412

Fax Number: 215 782-8413

Email: rdeluca@employeeimprovement.com