

AUTHORIZED DEALER/ SELLER APPLICATION

Please complete and submit this form. You can fax the application to 602-569-9640, email the application to learning4life@qwest.net,
or mail the application to Learning for Life Resource Center, 4133 E. Siesta Lane, Phoenix, AZ 85050, USA.

CONTACT INFORMATION (PLEASE PRINT CLEARLY OR TYPE)

Name			
Address			
City	State/Province	ZIP/Postal Code	Country
Telephone	FAX		

BUSINESS PROFILE

Please list schools, business, or professional organizations.

References			
School:			
Address:		City:	
Phone:	State & ZIP Code:	Country:	
Fax:	E-mail:		
Your Job Title:			
Professional Organization:			
Address:		City:	
Phone:	State & ZIP Code:	Country:	
Fax:	E-mail:		
Company name:		Account No.:	
Address:		City:	
Phone:	State & ZIP Code:	Country:	
Fax:	E-mail:		
Contact:	Typical Items Purchased:		
Type of account/Level:	Contract: Yes / No	Exclusive/ Non - Exclusive: Yes / No	

Agreement	
By submitting this application, you have acknowledged that you have read and agree to the attached Agreement for Marketing Hollandcodes.com Products .	
Name:	(For Internal use only)
Title:	Application Received: Date:
Date:	Verification:
	Approval:
	Account No.:
Authorized Signature	

Learning for Life Resource Center
4133 E. Siesta Lane
Phoenix, AZ 85050
USA
(602) 569-1050

Please FAX application to (602) 569-9640
TEL: (602) 569-1050 E-Mail: learning4life@qwest.net
Web Site: www.hollandcodes.com

AGREED AND ACCEPTED

BY DEALER/ SELLER

Date: _____

Print Name: _____

Signature: _____

Title: _____

BY HOLLANDCODES.COM

Date: _____

Print Name: _____

Signature: _____

Title: _____

APPLICATION SUBMISSION

Please submit Dealer/ Seller Application by e-mail, fax, or mail.

E-Mail: Send to learning4life@qwest.net

FAX: Send application to (602) 569-9640.

Mail: Learning for Life Resource Center
4133 E. Siesta Lane
Phoenix, AZ 85050
USA

Sales Department Use Only Date Application Received _____ Application Complete

APPROVED: Yes No Authorized Signature _____ Date _____

Processing Fee Entered By _____ Order# _____ Date _____



Learning for Life Resource Center
4133 E. Siesta Lane Phoenix, AZ 85050 USA
TEL:: (602) 569-1050 FAX: (602) 569-9640 [E-Mail: learning4life@qwest.net](mailto:learning4life@qwest.net)
Web Site: www.hollandcodes.com

Agreement for Marketing Hollandcodes.com Products
1/ 1/ 2007

This agreement is between the Learning for Life Resource Center & "Hollandcodes.com" located at 4133 E. Siesta Lane, Phoenix, AZ 85050 USA and authorized Dealer/ Seller. Hollandcodes.com is the exclusive owner and developer of the following career exploration and planning systems –

- *Career Clusters and Holland Codes Poster Set*
- *Holland Codes Resource Clip Art Toolkit*
- *Holland Codes Resource Photo Toolkit*
- *Paint Careers With Colors System (Children's and RIASEC Versions)*
- *Unlock Treasure Chest (Adult and Children's Versions)*

These Hollandcodes.com products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Dealer/ Seller desires to promote the marketing and sales of the Hollandcodes.com products and the Learning for Life Resource Center is willing to enter into an agreement with the Dealer/ Seller for these services in accordance with the terms of this Agreement.

Hollandcodes.com and Dealer/ Seller hereby agree as follows:

Hollandcodes.com agrees to the following:

Marketing Right: Hollandcodes.com grants to Dealer/ Seller a non- exclusive, a non-transferable and limited right to market, promote the sales of Hollandcodes.com products to customers that use career and education planning services as well as schools and organizations that provide career and education planning services.

Dealer/ Seller agrees to the following:

Dealer/ Seller will market and promote the sales of the Hollandcodes.com products to customers that use career and education planning services as well as schools and organizations that provide career and education planning services to students and other persons engaged in career transition planning.

Dealer/ Seller will advise Hollandcodes.com of the identity of those websites on which Dealer/ Seller wishes to post information about the Hollandcodes.com products. Any information content describing or relating to the Hollandcodes.com products to be posted on Internet websites by Dealer/ Seller will be mutually agreed upon by both Dealer/ Seller and Hollandcodes.com.

Proprietary Rights and Confidentiality

Dealer/ Seller hereby acknowledges and agrees that Hollandcodes.com is the exclusive owner of, and has all rights in and to the following Hollandcodes.com products including, without limitation, all trademarks, service marks, copyrights, software codes and techniques, knowledge and know-how related thereto –

- *Career Clusters and Holland Codes Poster Set*
- *Holland Codes Resource Clip Art Toolkit*
- *Holland Codes Resource Photo Toolkit*
- *Paint Careers With Colors System (Children's and RIASEC Versions)*
- *Unlock Treasure Chest (Adult and Children's Versions)*

Furthermore, both Hollandcodes.com and Dealer/ Seller acknowledge and agree that each respective party in this agreement has exclusive ownership and all rights in and to its own respective products, intellectual properties, and other proprietary rights including, without limitation, all trademarks, service marks, copyrights, software codes and techniques, knowledge and know-how all of which is collectively referred to as "Confidential Information". With respect to that Confidential Information, Dealer/ Seller agrees not to modify, reverse engineer, decompile or disassemble the products or any other Confidential Information that belongs to Hollandcodes.com.

ORDER PROCESSING

Dealer/ Seller may order the Products by internet, telephone, fax, or in other writing. Verbal orders will be deemed accurate as entered by Hollandcodes.com personnel. Product pricing shall be determined by Hollandcodes.com based on Hollandcodes.com confidential price list ("Price List") that is in effect at the time the order is accepted. Unless otherwise provided by the Price List, Dealer/ Seller will pay Hollandcodes.com in U.S. dollars at the time of purchase. Hollandcodes.com reserves the right to upgrade, modify, or discontinue Products and modify its Price List from time to time in its sole discretion. All orders are subject to Hollandcodes.com's approval and acceptance in whole or in part. The terms of this Agreement and of Hollandcodes.com's Price List that is in effect at the time of Hollandcodes.com's order acceptance supersede any terms and conditions on Dealer/ Seller's purchase order or other correspondence. In the event of a price change, Hollandcodes.com reserves the right to cancel orders.

SHIPPING TERMS & CONDITIONS

Terms: First order prepaid US funds via money order, wire transfer, credit/debit card or check. This application must be completed and returned to us before we will ship on your behalf.

Minimum Order: No minimums

Shipping Fee for Orders Shipped Within the US:

From (USD)	To (USD)	Rate (USD)
0.01	49.99	8.50
50.00	99.99	12.50
100.00	249.99	36.00
250.00	359.99	40.00
360.00		50.00

Shipping Fee for Orders Shipped Outside of the US:

Contact Hollandcodes.com by e-mail, fax, or mail.

E-Mail: Send to learning4life@qwest.net

FAX: Send application to (602) 569-9640.

Mail: Learning for Life Resource Center
 4133 E. Siesta Lane
 Phoenix, AZ 85050 USA

Orders Shipped: US Orders are shipped Priority Mail. International Orders may be shipped Priority Mail or Fedex.

Tracking Numbers: When we ship the products, we will send the tracking information.

Returns: All merchandise shipped is considered sold and non-returnable.

Shipment of Products Hollandcodes.com shall use commercially reasonable efforts to supply the Products ordered by Dealer/ Seller. All delivery dates are estimates only. Hollandcodes.com may make partial shipments, which shall be separately invoiced and paid for by Dealer/ Seller when due, without regard to subsequent deliveries by Hollandcodes.com. Delay in deliveries of any order or partial order does not relieve Dealer/ Seller of Dealer/ Seller's obligation to accept the remaining deliveries. Hollandcodes.com shall not be responsible to Dealer/ Seller or others for any damages, whether incidental, consequential, or otherwise, for Hollandcodes.com's failure to timely fill orders, delays in delivery or other similar causes. Dealer/ Seller shall be responsible for all freight (unless otherwise provided in the then current Price List applicable to Dealer/ Seller), insurance, taxes, excises, duties, tariffs and all other charges payable with respect to the delivery of the Products. Title and risk of loss transfer to Dealer/ Seller upon delivery to the shipper by Hollandcodes.com.

Indemnity by Dealer/ Seller; Insurance: Dealer/ Seller shall indemnify, defend (with counsel acceptable to Hollandcodes.com) and hold harmless Hollandcodes.com and its officers, directors, employees and agents from all liabilities, claims, costs, damages and expenses (including reasonable attorneys' fees) arising in connection with Dealer/ Seller's (a) acts, errors, or omissions as a Hollandcodes.com Dealer/ Seller pursuant to this Agreement and/or (b) breach of any representation, warranty or covenant of Dealer/ Seller under this Agreement.

INTELLECTUAL PROPERTY

Trademarks: Subject to the terms and condition of this Agreement, Hollandcodes.com hereby grants to Dealer/ Seller a non- exclusive, limited use license to use the "Hollandcodes.com" trademark, and any other mark authorized by Hollandcodes.com in writing (collectively, the "Trademarks"). Dealer/ Seller agrees to affix or maintain the Trademarks (with the trademark notice) on all advertisement, brochures, manuals, and similar uses made in the promotion and distribution of the Products. Dealer/ Seller agrees that all use of the Trademarks shall comply with the standards of quality and other requirements set by Hollandcodes.com from time to time, and in no event less than the standard of quality common in the industry. Dealer/ Seller agrees that all use of the Trademarks insures to the benefit of Hollandcodes.com. Dealer/ Seller agrees that it shall not use, without Hollandcodes.com's consent, the name Hollandcodes.com or the Trademarks or any reference to the Products (a) on any of the Products which, prior to resale, have been altered or modified, (b) in any way on or in connection with any products other than Products. Upon termination of this Agreement, Dealer/ Seller agrees to immediately discontinue all use of the Trademarks.

Confidential Material and Trade secrets: Hollandcodes.com has supplied, and will continue to supply during the term of this Agreement, certain trade secrets and confidential information to Dealer/ Seller. Dealer/ Seller agrees to limit its use of such material to what is internally necessary to market the Products, and to abide by any restrictions imposed by Hollandcodes.com in the use of such material. Dealer/ Seller agrees that it will not divulge such confidential information and trade secrets received from Hollandcodes.com to any third party without the prior written consent of Hollandcodes.com. Either upon the request of Hollandcodes.com or upon termination of this Agreement for any reason, Dealer/ Seller further agrees that Dealer/ Seller will return such confidential information and trade secrets and any copies thereof to Hollandcodes.com. After termination of this Agreement, Dealer/ Seller will not utilize or divulge in any way such confidential information and trade secrets.

Infringement and other unfair competition: Dealer/ Seller shall notify Hollandcodes.com of all infringement or potential infringement of the Trademarks, unfair competition relating to sales of the Products, and unauthorized sale of the products that comes to Dealer/ Seller's attention. Dealer/ Seller shall, at Hollandcodes.com's request, cooperate with Hollandcodes.com in any legal proceeding that

Hollandcodes.com may institute concerning such infringement, unfair competition, or unauthorized sale.

Maintaining Quality of the Products: Dealer/ Seller acknowledges the reputation for high quality that Hollandcodes.com has developed for the Products. Dealer/ Seller agrees to take all reasonable precautions to ensure that the quality of the Products will be properly maintained and further agrees that it will not resell any Products that have been damaged or have materially deteriorated in quality. Hollandcodes.com reserves the right to inspect Dealer/ Seller's operations and premises from time to time in order to ensure that the quality of the Products is maintained.

TERM AND TERMINATION

Term: The term of this Agreement begins on the effective date for this Agreement and continues until terminated.

Breach: In the event Dealer/ Seller breaches or otherwise fails to perform any part of this Agreement, or any representation or warranty proves to be false, Hollandcodes.com may notify Dealer/ Seller and demand that such breach or such failure to perform be corrected. If Dealer/ Seller fails to correct the breach within 10 days, Hollandcodes.com may, in its sole discretion, immediately terminate this Agreement.

Termination without cause: Notwithstanding any other provision, either party hereto may terminate this agreement at any time without cause upon 30 days' prior written notice to the other party.

Independent contractor: Dealer/ Seller is an independent contractor with respect to Hollandcodes.com, and nothing is intended to create the relationship of employer/employee, master/servant or principal/agent. Dealer/ Seller shall be free to set its sale prices for Products subject to any Minimum Advertising Policy that may be established by Hollandcodes.com.

Notices: Any notices required or permitted by this Agreement shall be in writing and addressed to the party at the address set forth above. Notice shall be effective on the date of actual receipt, or on the fifth day after sending by United States certified mail or other standard mail service with tracking capability.

Miscellaneous: This Agreement constitutes the entire Agreement between the parties hereto with regard to the subject matter hereof of and supersedes all previous negotiations, agreements (written or oral) and commitments in respect thereto. This Agreement may only be amended in writing signed by both parties. If any term of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force in all other respects as if the invalid or unenforceable provision had never been included herein. The waiver by either of the parties, express or implied, of any right under this Agreement or any failure to perform under this Agreement by the other party, shall not constitute or be deemed a waiver of any other right under this Agreement or of any other failure to perform under this agreement by the other party, whether of a similar or dissimilar nature. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, excluding the principles of conflicts of law. This agreement may not be assigned by Dealer/ Seller without the written consent of Hollandcodes.com. Any attempted assignment in violation of this Section is void. This Agreement shall inure to the benefit of and be binding upon the parties' permitted successors and assigns. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed as original, and taken together shall constitute one agreement.