



570 MANTUA BLVD.
SEWELL, NJ 08080
1.800.724.6822
T. 856.464.1068
F. 856.464.1262
KEEACTIONSPTS.COM

Please read Carefully and follow the directions

Thank you for your interest in becoming a dealer with KEE Action Sports. We are confident that you will find everything needed to make KEE Action Sports your #1 choice for all of your paintball needs! We supply everything you will need to venture into the paintball business; from netting & bunkers to markers & paint. Our elite product line includes; but is not limited to; Empire, Invert, Evil, Pure Energy, BT, PCS, Diablo and RPS paintballs. We are fully staffed with sales representatives who have the industry's deepest knowledge of the sport. KEE Action Sports is prepared to guide you in finding success in paintball, the world's number one extreme sport!!

Below is listed the following requirements for a wholesale account:

Stores :

Dealer Application ____
Copy of Business License or Registration ____
A Uniform Sales Tax Form ____
Pictures of your store ____
A copy of the Commercial Lease of the property ____
KEE Action Sports MAP policy ____

Fields:

Dealer Application ____
Copy of Business License or Registration ____
A Uniform Sales Tax Form ____
Pictures of your Field ____
A Copy of the Commercial Lease of property ____
KEE Action Sports MAP policy ____
Copy of the field insurance policy ____

Internet Stores:

Dealer Application ____
Copy of Business License or Registration ____
A Uniform Sales Tax Form ____
A fully functional Website ____
A Commercial place of business with Lease Agreement & Pictures ____
KEE Action Sports Internet MAP Policy and Agreement (Please Call For) ____

Note: KEE Action Sports Requires all accounts to have a commercial place of business. We do not support home-based accounts.

The Dealer Application, Uniform Sales Tax form, and MAP Policy and Internet Agreement is attached to this file. These forms must be completely filled out and signed. If you have any questions please contact me via email or phone.

Also, once you open your account you will have access to our pricing and catalogs. We do not release this information until the account is opened and approved. Once you are ready to place your first opening order, the minimum is \$750.00 in accessories; this meaning you must purchase this amount in anything but markers or paintballs. You may purchase markers or paint on the first order, but this requirement must filled.

After the first order is placed, you will then be eligible for the dealer access to our website to place orders, check orders, and get copies of your previous invoices.

Thanks again for your interest with us and we hope to start a great business relationship with you.

You may submit all information by facsimile, email, or postal service to the following contact.

Nina Walsh
570 Mantua Blvd., Sewell, NJ 08080
Fax: 856-464-1262
Tel: 800-724-6822 x 228
Nina@KeeActionSports.com

KEE Action Sports

570 Mantua Blvd, Sewell, NJ 08080 Tel. 856-464-1068 Fax. 856-464-1262

Merchant Agreement with Credit Application

I. Introduction

This Established Merchant Purchase Program Master Agreement ("Agreement") is made this _____, 2007, by and between, AJ Intermediate Holdings, LLC d/b/a KEE Action Sports ("Vendor") and _____ ("Merchant"). This Agreement shall be deemed incorporated by reference in, and shall become a material term of, (i) all Orders issued by Merchant and accepted by Vendor in accordance with this Agreement ("Orders"), and (ii) any extensions of credit by Vendor to Merchant, including but not limited to, COD Company Check. Vendor will not process Orders or extend credit without a fully executed Agreement on file.

II. General Merchant Information

A. **Identification** Name of Business: _____ Date business commenced: _____ Primary Point of Contact

(POC): _____ Email for

POC: _____ Cell for POC: _____

Dun & Bradstreet Acct Number: _____

Other D.B.A.s: _____ Size of this location: _____

Business Address: _____ How long at this location: _____

City, State: _____ Zip Code: _____

Shipping Address (if different from above): _____

City, State: _____ Zip Code: _____

Business Phone: _____ Business Facsimile: _____

Federal Tax ID Number: _____ Resale Certificate Number: _____

B. **Type of Business** Type of Business (Check all

that apply):

Pro-shop: _____ Surplus Store: _____ Hobby Store: _____

Sporting Goods Store: _____ Indoor Field: _____ Outdoor Field: _____

Internet Retailer: _____ Home Based: _____

Other (explain) _____

Type of Company (Check One): Corporation: _____ LLC: _____ Partnership: _____ Sole Proprietorship: _____ Is this company part of a franchise or chain: _____ Size of Inventory: Major Selling Item(s): _____

Estimated total annual purchases of paintball products: _____

Estimated annual purchases from KEE Action Sports: _____

Terms Requested: _____ Credit Limit Requested: _____

C. Banking Relationship

Supply below the name of the financial institution where Merchant currently maintains an account. Merchant hereby authorizes the named financial institution to provide Vendor with reference information regarding the status of all Merchant accounts, including loans and other transactions and relationships between the financial institution and Merchant.

Financial Institution Information

Name: _____
Address: _____
City, State, Zip: _____
Telephone: _____
Fax Number: _____
Account Type: _____
Account Number: _____

D. Key Individuals

Supply below the following information for each individual who owns a 10% or greater interest in the equity or profits of the Merchant, or acts as an officer or manager of Merchant. Attach additional pages if necessary.

Name: _____
Position: _____
Address: _____
City, State, Zip: _____
Home Phone: _____
Social Security Number: _____

Name: _____
Position: _____
Address: _____
City, State, Zip: _____
Home Phone: _____
Social Security Number: _____

Name: _____
Position: _____
Address: _____
City, State, Zip: _____
Home Phone: _____
Social Security Number: _____

E. **References** Supply below three unrelated businesses which are currently providing credit to Merchant and which may be contacted by Vendor for reference.

Name: _____ Telephone: _____
Address: _____ Fax: _____
City, State: _____ Zip Code: _____
Terms: _____ Account #: _____

Name: _____ Telephone: _____
Address: _____ Fax: _____
City, State: _____ Zip Code: _____
Terms: _____ Account #: _____

Name: _____ Telephone: _____
Address: _____ Fax: _____
City, State: _____ Zip Code: _____
Terms: _____ Account #: _____

III. **General Sales Terms**

A. **Contractual**

This Agreement is a contract to buy and sell goods on the terms provided herein. Specifically, Merchant agrees to purchase from Vendor, and Vendor agrees to sell, package and ship to Merchant the products and quantities set forth in Orders issued by Merchant and accepted by Vendor from time to time hereunder. Vendor shall have the right to accept or reject each Order issued by Merchant. In the event of any conflict between the terms of an Order and this Agreement, the terms of this Agreement shall take precedence and control. No modification of this contract shall become effective unless in writing and signed by Vendor. Vendor may revoke this Agreement at any time with or without cause and without prior notice to Merchant. Vendor may assign its rights under this Agreement but Merchant may not. Vendor will signify its acceptance of this Agreement by executing the same and returning a copy countersigned as an original to Merchant. This Agreement may be signed in counterparts.

B. **Express Authorization**

The individual signing this Agreement expressly warrants and represents that he or she has authority to act on behalf of, and to legally bind, Merchant.

C. **Shipping**

All Orders are FOB Vendor's warehouse and title to shipped goods shall pass to the Merchant at Vendor's warehouse. Vendor may at its option place tracers on shipped goods. Merchant will be responsible for all freight insurance, any loss or damage incurred during shipping and all claim processing related to such loss or damage. Vendor will endeavor to ship items within one week after accepting Merchant's Order, subject to product availability. Vendor cannot, however, guarantee shipment within this period. Vendor may under-ship or over-ship Orders based on product availability and Vendor's

convenience based on its reasonable understanding of course of conduct between Vendor and Merchant. Delivery and shipping times are not of the essence. Vendor will attempt, via email, to notify Buyer of Order details once an Order has shipped. Merchant agrees that Vendor may exercise reasonable discretion relating to the packaging and labeling of shipments.

D. Warranties

Goods are sold without warranties to Merchant except those imposed by law or necessarily concomitant to Vendor's warranties to the ultimate consumer.

E. Limitation of Liability

Vendor's liability to Merchant under any Order, regardless of the basis of liability or the form of action, cannot exceed the total purchase price actually paid. Vendor is not liable for any indirect, special, incidental, or consequential damages, however caused, regardless of whether Merchant advised Vendor of the possibility of such damages, including without limitation lost profits and revenue. Merchant agrees to bring no action against Vendor's officers, directors, employees, affiliates and other agents for any claim related to this Agreement or any Order or extension of credit. The purpose of this Section III.E is to limit Vendor' potential liability arising out of this Agreement and any Order, and that allocation of risk is reflected in the prices, and will apply despite the failure of any remedy of its essential purpose.

F. Returns

All returns require a Return of Merchandise Authorization (RMA). Merchant must note the RMA on the outside of any returned packages. Packages may be refused by vendor if RMA is not readily visible on outside of each package(s). Except in the case of over-shipped Orders, Merchant shall bear all costs associated with returns. Credits will only be issued once returns are received and accepted and credit memos are issued. Failure to make a timely return authorization request shall constitute irrevocable acceptance and an admission that the goods delivered comply with the terms, conditions and specifications.

G. Payment

Returned checks will be charged a \$25 return fee. In the event any bill or invoice shall not be paid when due, all outstanding balances for goods or credit shall become immediately due irrespective of the terms of sale or credit extension. Any unsatisfied amount shall bear interest from date of invoice at the rate of one and one-half percent (1-1/2 %) per month until invoice is paid in full.

H. Disputes

In the event that suit is commenced or a claim asserted with respect to this Agreement or any Order, the prevailing party shall be entitled to recover its costs of suit, litigation expenses and attorneys' fees incurred therein. Merchant expressly consents to venue and jurisdiction in the appropriate courts in Des Plaines, Ill., Sewell, N.J. or the county of Merchant's primary place of business, at Vendor's election. Each Surety expressly consents to venue and jurisdiction in the appropriate courts in Des Plaines, Ill., Sewell, N.J. or the county of Surety's domicile, at Vendor's election. Service of process or any other legal notice may be served by registered mail, certified mail or by personal services. Merchant and Surety hereby waive their respective rights to a jury trial. Merchant agrees to indemnify and hold Vendor harmless from and against any and all loss, cost, damage, liability and expense (including without limitation attorneys' fees) which Vendor may suffer or incur as a result of Merchant's failure to pay any amount due Vendor when due.

IV. Surety Information and Authorization

A. Agreement to Act as Sureties

In order to induce Vendor to extend credit to Merchant, the individuals listed in Section IV (G) below (individually a "Surety" and collectively the "Sureties") agree to act as sureties of Merchant's obligations to Vendor. By signing this Agreement, each Surety, jointly and severally, unconditionally and irrevocably, hereby guarantees to Vendor (a) the full and prompt payment and performance of all obligations which Merchant presently or hereafter may have to Vendor, and (b) the full and prompt payment and performance by Merchant of all other obligations and liabilities of Merchant to Vendor hereunder.

B. Knowing Execution

Each Surety has read and consents to the signing of the Agreement. Each Surety further agrees that Merchant shall have the full right, without any notice to or consent from Surety, to make any and all modifications or amendments to the Agreement without affecting, impairing, or discharging, in whole or in part, the liability of Surety hereunder. Each Surety acknowledges that he or she has been afforded adequate opportunity to seek legal counsel prior to signing this Agreement.

C. Waiver

Each Surety hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Agreement shall be valid and unconditionally binding upon Surety regardless of (i) the reorganization, merger, or consolidation of Merchant into or with another entity, or the liquidation or dissolution of Merchant, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Merchant to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Merchant, or adjudication of Merchant as a bankrupt, or (iii) the assertion by Vendor against Merchant of any of Vendor's rights and remedies provided for under the Agreement, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Merchant, or existing in Vendor's favor in law, equity, or bankruptcy.

D. Immediate Recourse

Each Surety agrees that his or her liability under this Agreement shall be continuing, absolute, primary, and direct, and that Vendor shall not be required to pursue any right or remedy it may have against Merchant or other Surety under the Agreement. Each Surety affirms that Vendor shall not be required to first commence any action or obtain any judgment against Merchant before enforcing this Agreement against Surety.

E. Representations

Each Surety represents that his or her execution of this Agreement does not constitute a default under any loan agreement, indenture, or contract to which Surety is a party or by or under which he or she is bound. Each Surety represents that the information supplied in this Agreement is true and correct and agrees to provide Vendor prompt notice of any change in his or her financial information.

F. No Third Party Benefit; Survival

No express or implied provision, warranty, representation or term of this Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided herein. Each Surety's obligation survives termination or cancellation of this Agreement as to any amount owed by Merchant to Vendor at the time of termination or cancellation.

G. Surety Information and Execution Supply the information requested below for each Surety. Each Surety must sign this Agreement.

Name (Print): _____
Position: _____
Address: _____
City, State, Zip: _____
Home Phone: _____
Drivers' License Number: _____
Social Security Number: _____

Name (Print): _____
Position: _____
Address: _____
City, State, Zip: _____
Home Phone: _____
Drivers' License Number: _____
Social Security Number: _____

Name (Print): _____
Position: _____
Address: _____
City, State, Zip: _____
Home Phone: _____
Drivers' License Number: _____
Social Security Number: _____

The Signature Page Follows

Signature Page

In witness whereof, Merchant and Sureties submit this firm offer, intending to be legally bound and to bind their respective heirs, personal representatives, successors and assigns upon acceptance by Vendor.

Date: _____

Merchant: _____

By: _____

Name: _____

Title: _____

Surety

Name: _____

Date: _____

Surety

Name: _____

Date: _____

Surety

Name: _____

Date: _____

Credit Approved On: _____

AJ Intermediate Holdings, LLC

By: _____

Name:

Title:

For Office Use Only:

Customer Number: _____

Sales Representative: _____

Terms: _____

Limit: _____

UNIFORM SALES & USE TAX CERTIFICATE —MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2 - 4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: _____

Address: _____

I certify that: _____ is engaged as a registered

Name of Firm (Buyer): _____ Address _____ _____ _____ _____	Wholesaler _____ Retailer _____ Manufacturer _____ Seller (California) _____ Lessor (see notes on pages 2 - 4) _____ Other (Specify) _____
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and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser		State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ²	_____		MO ¹³	_____
AR	_____		NE ¹⁴	_____
AZ ²	_____		NV	_____
CA ³	_____		NJ	_____
CO ¹	_____		NM ^{1,15}	_____
CT ⁴	_____		NC ²⁵	_____
DC ⁵	_____		ND	_____
FL ²³	_____		OH ²⁶	_____
GA ⁶	_____		OK ¹⁶	_____
HI ^{1,7}	_____		PA ²⁷	_____
ID	_____		RI ¹⁷	_____
IL ^{1,8}	_____		SC	_____
IA	_____		SD ¹⁸	_____
KS	_____		TN	_____
KY ²⁴	_____		TX ¹⁹	_____
ME ⁹	_____		UT	_____
MD ¹⁰	_____		VT	_____
MI ¹¹	_____		WA ²⁰	_____
MN ¹²	_____		WI ²¹	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____
(Owner, Partner or Corporate Officer)

Title: _____

Date: _____

INSTRUCTIONS REGARDING UNIFORM SALES & USE TAX CERTIFICATE

To Seller's Customers:

In order to comply with the majority of state and local sales tax law requirements, the seller must have in its files a properly executed exemption certificate from all of its customers who claim a sales tax exemption. If the seller does not have this certificate, it is obliged to collect the tax for the state in which the property or service is delivered.

If the buyer is entitled to sales tax exemption, the buyer should complete the certificate and send it to the seller at its earliest convenience. If the buyer purchases tax free for a reason for which this form does not provide, the buyer should send the seller its special certificate or statement.

Caution to Seller:

In order for the certificate to be accepted in good faith by the seller, seller must exercise care that the property or service being sold is of a type normally sold wholesale, resold, leased, rented or incorporated as an ingredient or component part of a product manufactured by buyer and then resold in the usual course of its business. A seller failing to exercise due care could be held liable for the sales tax due in some states or cities. Misuse of this certificate by seller, lessor, buyer, lessee, or the representative thereof may be punishable by fine, imprisonment or loss of right to issue certificate in some states or cities.

Notes:

- 1 The states of Colorado, Hawaii, Illinois, and New Mexico do not permit the use of this certificate to claim a resale exemption for the purchase of a taxable service for resale.
- 2 Alabama: Each retailer shall be responsible for determining the validity of a purchaser's claim for exemption.
- 3 California:
 - A. This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Title 18, California Code of Regulations, Section 1668 (Sales and Use Tax Regulation 1668, Resale Certificates).
 - B. By use of this certificate, the purchaser certifies that the property is purchased for resale in the regular course of business in the form of tangible personal property, which includes property incorporated as an ingredient or component part of an item manufactured for resale in the regular course of business.
 - C. When the applicable tax would be sales tax, it is the seller who owes that tax unless the seller takes a timely and valid resale certificate in good faith.
 - D. A valid resale certificate is effective until the issuer revokes the certificate.
- 4 Connecticut: This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to Conn. Gen. Stat. §§12-410(5) and 12-411(14) and any regulations and administrative pronouncements pertaining to resale certificates.
- 5 District of Columbia: This certificate is not valid as an exemption certificate. It is not valid as a resale certificate unless it contains the purchaser's D.C. sales and use tax registration number.
- 6 Georgia: The purchaser's state of registration number will be accepted in lieu of Georgia's registration number when the purchaser is located outside Georgia, does not have nexus with Georgia, and the tangible personal property is delivered by drop shipment to the purchaser's customer located in Georgia.
- 7 Hawaii allows this certificate to be used by the seller to claim a lower general excise tax rate or no general excise tax, rather than the buyer claiming an exemption. The no tax situation occurs when the purchaser of imported goods certifies to the seller, who originally imported the goods into Hawaii, that the purchaser will resell the imported goods at wholesale. If the lower rate or no tax does not in fact apply to the sale, the purchaser is liable to pay the seller the additional tax imposed. See Hawaii Dept. of Taxation Tax Information Release No. 93-5, November 10, 1993, and Tax Information Release No. 98-8, October 30 1998.
- 8 Use of this certificate in Illinois is subject to the provisions of 86 Ill. Adm. Code Ch. I, Sec. 130.1405. Illinois does not have an exemption on sales of property for subsequent lease or rental, nor does the use of this certificate for claiming resale purchases of services have any application in Illinois.

The registration number to be supplied next to Illinois on page 1 of this certificate must be the Illinois registration or resale number; no other state's registration number is acceptable. *(Continued next page)*

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10 "Good faith" is not the standard of care to be exercised by a retailer in Illinois. A retailer in Illinois is not required to determine if the purchaser actually intends to resell the item. Instead, a retailer must confirm that the purchaser has a valid registration or resale number at the time of purchase. If a purchaser fails to provide a certificate of resale at the time of sale in Illinois, the seller must charge the purchaser tax.

11 While there is no statutory requirement that blanket certificates of resale be renewed at certain intervals, blanket certificates should be updated periodically, and no less frequently than every three years.

12 Maine does not have an exemption on sales of property for subsequent lease or rental.

13 Maryland: This certificate is not valid as an exemption certificate. However, vendors may accept resale certificates that bear the exemption number issued to a religious organization. Exemption certifications issued to religious organizations consist of 8 digits, the first two of which are always "29". Maryland registration, exemption and direct pay numbers may be verified on the website of the Comptroller of the Treasury at www.marylandtaxes.com.

14 Michigan: Effective for a period of three years unless a lesser period is mutually agreed to and stated on this certificate. Covers all exempt transfers when accepted by the seller in "good faith" as defined by Michigan statute.

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- Minnesota: A. Does not allow a resale exemption for purchases of taxable services for resale in most situations.
- B. Allows an exemption for items used only once during production and not used again.

Missouri: A. Purchasers who improperly purchase property or services sales tax free using this certificate may be required to pay the tax, interest, additions to tax or penalty.

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- B. Even if property is delivered outside Missouri, facts and circumstances may subject it to Missouri tax, contrary to the second sentence of the first paragraph of the above instructions.

Nebraska: A blanket certificate is valid 3 years from the date of issuance.

New Mexico: For transactions occurring on or after July 1, 1998, New Mexico will accept this certificate in lieu of a New Mexico nontaxable transaction certificate and as evidence of the deductibility of a sale of tangible personal property provided:

a) this certificate was not issued by the State of New Mexico; b) the buyer is not required to be registered in New Mexico; and c) the buyer is purchasing tangible personal property for resale or incorporation as an ingredient or component part into a manufactured product.

Oklahoma would allow this certificate in lieu of a copy of the purchaser's sales tax permit as one of the elements of "properly completed documentation" which is one of the three requirements which must be met prior to the vendor being relieved of liability. The other two requirements are that the vendor must have the certificate in his possession at the time the sale is made and must accept the documentation in good faith. The specific documentation required under OAC 710:65-7-6 is:

- 17 A) Sales tax permit information may consist of:
 - (i) A copy of the purchaser's sales tax permit; or
 - (ii) In lieu of a copy of the permit, obtain the following:

(I) Sales tax permit number; and

(II) The name and address of the purchaser; B) A statement that the purchaser is engaged in the business of reselling the articles purchased; C) A statement that the articles purchased are purchased for resale; D) The signature of the purchaser or a person authorized to legally bind the purchaser; and E) Certification on the face of the invoice, bill or sales slip or on separate letter that said purchaser is engaged in reselling the articles purchased.

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Absent strict compliance with these requirements, Oklahoma holds a seller liable for sales tax due on sales where the claimed exemption is found to be invalid, for whatever reason, unless the Tax Commission determines that purchaser should be pursued for collection of the tax resulting from improper presentation of a

the same form. They do not permit this certificate to be used to claim any other type of exemption. (*Continued next page*)

18 South Dakota: Services which are purchased by a service provider and delivered to a current customer in conjunction with the services contracted to be provided to the customer are considered to be for resale. Receipts from the sale of a service for resale by the purchaser are not subject to sales tax if the purchaser furnishes a resale certificate which the seller accepts in good faith. In order for the transaction to be a sale for resale, the following conditions must be present:

- (1) The service is purchased for or on behalf of a current customer;
- (2) The purchaser of the service does not use the service in any manner; and
- (3) The service is delivered or resold to the customer without any alteration or change.

19 Texas: Items purchased for resale must be for resale within the geographical limits of the United States, its territories and possessions.

20 Washington: A. Blanket resale certificates must be renewed at intervals not to exceed four years;

- B. This certificate may be used to document exempt sales of "chemicals to be used in processing an article to be produced for sale."
- C. Buyer acknowledges that the misuse of the resale privilege claimed on the certificate is subject to the legally prescribed penalty of fifty percent of the tax due, in addition to the tax, interest, and any other penalties imposed by law.

21 Wisconsin allows this certificate to be used to claim a resale exemption only. It does not permit this certificate to be used to claim any other type of exemption.

22. Arizona: This certificate is not valid as an exemption certificate. This certificate is for use when making sales of tangible personal property for resale in the ordinary course of business, pursuant to A.R.S. §42-1328, Burden of proving sale not at retail.

23. Florida: This certificate is not valid as an exemption certificate. It is valid as a resale certificate only if it contains the purchaser's Florida sales and use tax registration number. A purchaser cannot extend this certificate to sellers for transactions occurring prior to the date of the purchaser's registration in Florida. The effective date of the purchaser's registration in Florida must be noted on the face of the certificate.

24. Kentucky: 1. Kentucky does not permit the use of this certificate to claim a resale exclusion for the purchase of a taxable service.

This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Kentucky Revised Statute 139.270 (Good Faith).

The use of this certificate by the purchaser constitutes the issuance of a blanket certificate in accordance with Kentucky Administrative Regulation 103 KAR 31:111.

25. North Carolina: This Certificate is not valid as an exemption certificate or if signed by a person such as a contractor who intends to use the property. Its use is subject to G.S. 105-164.28 and any administrative rules or directives pertaining to resale certificates.

26. Ohio: A. The buyer must specify which one of the reasons for exemption on the certificate applies. This may be done by circling or underlining the appropriate reason or writing it on the form above the state registration section. Failure to specify the exemption reason will, on audit, result in disallowance of the certificate.

B. In order to be valid, the buyer must sign and deliver the certificate to the seller before or during the period for filing the return.

27. Pennsylvania: This certificate is not valid as an exemption certificate. It is valid as a resale certificate only if it contains the purchaser's Pennsylvania Sales and Use Tax eight-digit license number, subject to the provisions of 61 PA Code §32.3.



KEE Action Sports (KAS) MAP Policy

KEE Action Sports MAP TermSheet

Introduction: KEE Action Sports (KEE) 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 customers; (2) support KEE brands as a premium offering; and (3) avoid destructive intra-brand conflicts. This policy has been unilaterally adopted by KEE.

Policy Coverage: Our MAP policy covers all KEE customers. Although customers remain free to establish their own resale prices, KEE will, without assuming any liability, unilaterally impose sanctions as described in this policy against customers who advertise KEE products at prices below those specified in this policy. KEE 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. KEE 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 KEE shall constitute an agreement between KEE and a customer that the customer 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 actually sold, or to advertised prices higher than the unilateral minimum resale prices established by KEE from time to time.

Minimum Advertised Price: The current listing of products and applicable MAP prices are published on KEE's website on the Price List Page. The prices listed and this MAP may be changed from time to time at KEE's sole discretion. KEE customers are responsible for remaining current with MAP policy, products and pricing. The MAP policy applies to all advertisements of KEE products in any and all media including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media (including entries on third party sales mediums such as E-Bay), television, radio and public signage.

Violations: Each advertisement below the MAP will be a violation of the policy. Without limiting the generality of the foregoing, the following will be deemed violations of this policy:

- Advertising KEE products at prices below the KEE MAP price.
- Listing an item for sale on EBAY or other internet auction site without a "buy it now" price or with a "buy it now" price that is lower than the MAP price.
- Advertising bundles of products at a price below the sum of the MAP price for the individual components. If the bundle includes in addition to KEE products, products not purchased from KEE, or KEE Branded items, the MAP price for such products shall be the MAP price established by the distributor/manufacturer from whom the customer has purchased such product, or if there is no such MAP price, such distributor's/manufacturers MSRP. If the items are generic items or no MSRP exists on the manufacturers published pricelist, then the items used in the bundle must be valued at the selling price of said item on publisher's websites.
- Advertisements describing the customer's price as "Too Low to Show" or "Click here to see price" or similar phrases.

- Advertising free shipping for KEE products which would in effect reduce the advertised price to below MAP, unless the customer offers free shipping on all products it offers.
- Failing to list the customer's advertised price for each item shown on an advertisement.
- ANY action which is intended to circumvent this policy.

Listings on on-line auction web sites (such as E-Bay) are subject to the same rules as apply to advertising on the customer's own web-site.

Offering locations: KEE recognizes that dealers in various world markets work hard to develop customer bases in the countries where they do business. Accordingly, it is KEE's policy that unless their contracts contain more restrictive provisions dealers based in the United States may sell only into the United States, dealers in Canada may sell only into Canada and dealers in Europe may sell only into the European market.

Sanctions: If a customer does not follow the KEE MAP policy, sanctions will be unilaterally imposed by KEE. Violations of MAP policy and the sanction therefore shall be determined by KEE in its sole discretion. KEE will not accept any communication from a reseller who has violated this MAP policy regarding the violation or the willingness of the reseller to bring its prices into compliance with the MAP policy.

Policy Modifications: KEE 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.

Unilateral Action: KEE is not seeking agreement from any reseller to adhere to this MAP policy. It is entirely within the discretion of the reseller whether to comply or not comply.

I agree to adhere to the aforementioned rules, regulations, and penalties stipulated In the KAS MAP Policy.

Signature: _____