



MEMBERSHIP AGREEMENT

We have entered this Agreement on the _____ day of _____, 20____. Universal-Unilink Purchasing Association, Inc., a South Carolina company with its principal office at 2312 Dry Pocket Road, Greer, SC 29650, will be referred to as "UPA-Unilink", you, _____ (company name) will be referred to as "the participant", the Purchasing Association Member Agreement will be referred to as "Agreement", and the Purchasing Association Program will be referred to as "Program".

You, as the member, will be an integral part of this particular program provided by UPA-Unilink. Our relationship does not include, however, equity in the sponsoring entity, Universal-Unilink Purchasing Association, Inc. As a member, you should be able to derive a direct and immediate benefit from the discounts, which result from this Program.

In consideration of all provisions as set forth below, UPA-Unilink and the Participant agree to the following:

- I. Term of this Agreement:** The term of the Agreement shall begin no more than thirty-days (30) from the date of acceptance of this contract and payment of the first annual fee by the Participant and shall continue for twenty-four (24) months. The term will automatically be renewed for an additional twenty-four (24) months with a payment of additional annual fee by the Participant, unless UPA-Unilink or the Participant gives thirty-days (30) notice of intentions not to renew this Agreement.
- II. Participant Information and Confidentiality:** The Participant agrees to supply information which will assist UPA-Unilink in determining which products and/or services would benefit the Participant, including information relating to the volume of a product and/or service that is currently being used by the Participant, the price which is paid for the products and/or services, a reasonable forecast of future purchases of a product and/or service, quality and service derived from a current vendor, as well as other similar data.

UPA-Unilink wholly agrees that all information submitted by the Participant shall be considered confidential and not be disclosed to any other Participant nor to any other entity except that UPA-Unilink shall be entitled evaluate the data so as to assess and provide benefits to the Program. Furthermore, the Participant agrees not to disclose any pertinent information concerning his/her relationship with UPA-Unilink, including information as to Participant Fees or any other aspect of UPA-Unilink.

Also, the Participant agrees that all information provided on the UPA-Unilink "Application for Membership" is valid and complete. The Participant agrees to notify UPA-Unilink of any changes in the "Application for Membership" since the date of application. Further, the "Application for Membership" shall become part of this Agreement insofar as it provides other necessary information for the execution of this Agreement.
- III. Annual Participant Fee:** The Participant hereby agrees to pay an Annual Participant Fee in accordance with the schedule provided in the information packet. The first Annual Participant Fee is required to consummate this Agreement. Subsequent Annual Fees will be due on each anniversary of this Agreement unless the Agreement is terminated as set forth herein. In addition, there are no additional fees (such as percentage of purchases, etc.) to this Agreement.
- IV. Required Participation:** The Participant agrees to purchase a minimum of 50% of the dollars spent for products and services used by the Participant offered through this Agreement.

- V. Choosing Program Vendors:** UPA-Unilink uses its best efforts to negotiate preferential prices for goods and/or services through the Program and to maintain long-term relationships with Program Vendors. If, however, UPA-Unilink determines it to be in the best interest of the Participants, UPA-Unilink may replace and/or add a Program Vendor, notifying Participants of this change with as much notice as possible.
- VI. Payment to Program Vendors and to UPA-Unilink:** To maintain a workable relationship with the Vendors, the Participant agrees to pay for products and services received in accordance with terms set forth by each Program Vendor. Late payments to a Program Vendor shall be cause for termination of this Agreement, and the Participant shall not be entitled to a refund of any Fees, which have been previously paid to UPA-Unilink. UPA-Unilink, however, cannot be held responsible for changes in Program Vendor Pricing or terms of sale.
- VII. Participant and Vendor Privity of Contract:** UPA-Unilink is not responsible for breaches of a contract by the Participant or by a Program Vendor. If the Participant breaches a contract with a Program Vendor, the Participant agrees to indemnify UPA-Unilink for any resulting liability including payment of any judgment, attorney's fees, and any other costs. If a Program Vendor breaches a contract with the Participant, the Participant agrees to hold UPA-Unilink harmless and to seek retribution against the Program Vendor.
- VIII. Termination of Membership:** UPA-Unilink reserves the right to terminate this Agreement for the following reasons:
- The Participant violates any provision of this Agreement which is not corrected within fifteen (15) days after written notification by UPA-Unilink.
 - The Participant enters into any aspect of bankruptcy, liquidation, or dissolution.
- IX. Exclusivity of Contract:** The Participant agrees that he/she shall not enter into any other agreement with any other entity whose purpose is to provide substantially the same services as UPA-Unilink. The Participant and UPA-Unilink agree that this Agreement is exclusive for the purposes outlined in this Agreement.
- X. Non-Authorized Transfers and Changes in Business:** The Participant agrees not to sell, transfer, assign, or otherwise convey any product, service or the Participant's status within this Agreement to any other entity which is not under the control of that Participant (owns at least 80%).
- Furthermore, if the Participant changes a business name, the form of his/her organization, his/her ownership, or control of the business through which he is a Participant, the Participant agrees to notify UPA-Unilink in writing upon any such changes.
- XI. Non-Use of Trademark or Trade Name:** The Participant shall not use the "UPA-Unilink" trademark nor trade name in any way, including for commercial, business, advertising, or any other purpose without prior written permission from UPA-Unilink. UPA-Unilink shall make the sole determination of any use of its trade name, trademark, etc. If the Participant uses or violates this provision, the Participant may be liable for any damages resulting to Universal-Unilink Purchasing Association, Inc., including damages, attorney's fees, and any other costs.
- XII. Fairness of Agreement:** UPA-Unilink and the Participant agree that the provisions of this Agreement are fair, adequate, and satisfactory to them.
- XIII. Entire Contract:** This Agreement contains the entire contract and understanding between UPA-Unilink and the Participant. There are no other representations or warranties other than that which is expressly set forth in this Agreement.
- XIV. Applicable Law:** the laws of the state of South Carolina shall govern This Agreement.
- XV. Modification of Waiver:** No modification or waiver of the terms within this Agreement shall be valid unless in writing and signed by UPA-Unilink and the Participant. No waiver or any breach of this Agreement shall be deemed a waiver of any subsequent breaches of the same or similar nature.
- XVI. Guarantee of Vendor Accounts:** All UPA-Unilink members must set up their own accounts with UPA-Unilink preferred vendors. This agreement and membership in no way guarantees the Participant an account with any UPA-Unilink vendor.
- XVII. Guarantee of Discounts:** UPA-Unilink members must list all franchise names and separate business names with the application to be eligible for discounts under each name.

CORPORATION INFORMATION

Company _____

Date _____

Officer (Applicant) _____

Tel: _____

Title _____

Fax: _____

Shipping Address _____

Mailing Address _____

City, State or Province, Postal Code, Country _____

City, State or Province, Postal Code, Country _____

Web Site Address (if available) _____

Contact's Telephone Number _____

Contact E-mail address (if available) _____

Contact Name (Please print) _____

Number of Locations? _____ Number of Employees? _____
 (If more than one location, please attach additional address and phone number information.)

Please indicate the name and email address of the person responsible for these functions within your company:

Office Manager: _____

Sales Manager: _____

Purchasing Manager: _____

Human Resources Manager: _____

MEMBER PRODUCT SURVEY AND ACCOUNT NUMBERS:

Please indicate in the chart below your sales focus and approximate % of total revenue:

Sales Focus	% of Total Revenue
Hospitality	
Industrial	
Casual/Corporate	
Healthcare	
Public Safety	
Advertising Specialties	
Athletic	
Screenprinting/Embroidery	
Other	
Total	100%

Approximate Total Annual Revenue? _____

What year was your company established? _____

NON-DISCLOSURE AND APPLICATION RELEASE:

I understand that the information provided in this document is for the sole purpose of qualifying my company for membership in Universal-Unilink Purchasing Association (UPA-Unilink). I further understand that all information provided is held in strict confidence and will not be divulged to anyone except, as it is necessary to obtain independent verification of any information provided.

Authorized Signature

Title

Company

IN WITNESS WHEREOF, UPA-Unilink and the Participant have executed this Purchasing Association Participant Agreement on the day and date first above written.

Universal-Unilink Purchasing Association, Inc. Participate

By: C. Allan Fowler

Participate Company

Date: _____

Address

City, State, Postal Code

Representative Name

Representative Title

Authorized Representative Signature