

SURVIVAL STILL DEALER AGREEMENT

THIS SURVIVAL STILL DEALER AGREEMENT (this "Agreement") effective this date (the date of signing by a GAEMRIC, INC. Manager) by and between GAEMRIC, INC., a Nebraska corporation ("GMR") and the company, firm or individual (DEALER) identified on the front of this document.

WHEREAS GMR has designed, manufactures and sells a line of water distillers and related products under the Survival Still brand name ("Product"); and,

WHEREAS the DEALER has or is starting a business that sells products to customers and desires to offer the Products for sale to its customers ("Customer") and to purchase the Products from time to time from GMR in an amount to be determined by GMR; and,

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree to the following facts, terms and conditions.

DEALER AGREES TO:

1. Follow the instructions and procedures set out from time to time in the Dealer Materials from GMR and to abide by the terms of this Agreement, the Survival Still Policies & Procedures Manual, the Survival Still Internet Policy and the Survival Still Code of Ethics, which are incorporated into this Agreement and made a part of it as if restated in full;
2. Indemnify, defend, and hold harmless GMR, its administrators, insurers, representatives, employees, attorneys, shareholders, suppliers, and directors from and against any and all claims, suits, damages, costs, judgments, settlements, or awards arising from (a) DEALER's use of any materials, products, parts or filters not provided by GMR, (b) DEALER's improper application or use of any materials or products provided by GMR, (c) any violation by DEALER, its employees, agents and representatives of any statutes, regulations, rules or laws related to the sale of such Products to consumers, and (d) any claims by DEALER regarding product performance beyond the official claims in official publications., (e) DEALER's failure to use the then-current version of a Product Agreement. This covenant shall survive the expiration or termination of this Agreement;
3. Acknowledge that the Survival Still is a product of GAEMRIC, INC. and all orders and monies exchanged are with GAEMRIC, INC. and not Pure & Secure, LLC. DEALER agrees to hold Pure & Secure, LLC. harmless from all financial transactions or liabilities relating to the DEALER's relationship with GAEMRIC, INC and the Survival Still.
4. Not make representations or claims about the Products beyond those shown on product labels and/or in official Survival Still literature. Dealer understands that Survival Still Products are not medical devices and are not offered or intended for medical treatment of any diseases or disorders, and Dealer agrees to not make medical or health claims in connection with Survival Still Products and not to participate in any diagnosis, prognosis, evaluation, treatment or management of any diseases or physical or mental disorder.
5. Provide the original and non-modified factory Product Manual and Warranty Statement for each Product sold by the DEALER;
6. Recognize that information compiled by or maintained by GMR, including product designs, customer lists, On-Line DEALER lists, pricing, marketing policies and plans, and technical or other information, constitutes a commercially advantageous, unique and proprietary trade secret of GMR, which it keeps as proprietary and confidential and treats as a trade secret. DEALER acknowledges the substantial value of Proprietary Information to GMR and agrees to maintain all Proprietary Information in strictest confidence and to use it only as authorized by this Agreement. DEALER further agrees to not disclose any Proprietary Information to any third party, or to use Proprietary Information in connection with any other businesses or to compete, directly or indirectly, with the business of GMR. This covenant shall survive the expiration or termination of this Agreement;
7. In all cases comply with any consumer protection and any other statute, regulation, rule or law related to the sale of such Products to consumers and to collect and remit all applicable taxes to the appropriate governmental agency. It is agreed that GMR is not responsible for collecting, remitting or filing any taxes associated with the sale of the Products. DEALER agrees to indemnify and hold harmless GMR for DEALER's breach of this section; and;
8. Provide a high level of customer service to its Customers including helping Customers feel happy with their purchase, helping them understand the proper operation of the machine and basic maintenance functions of the machine, helping them with basic troubleshooting and to clearly explain Customer Return policies and to follow these policies with the highest level of integrity.
9. To, if DEALER chooses to repair Products or to sell parts for the Products, either sell Customers only new parts and filters purchased from GMR, or to inform the Customer prior to selling the part that it is not a new official factory part and that if the non-official factory part is installed on the Product that it will void the Warranty. DEALER agrees to hold GMR harmless for any damage or injury caused by improper diagnostic advice, repair advice, and repair work provided by DEALER and/or third party.
10. To, if DEALER chooses not to repair Products or to sell parts for the Products, promptly refer the person to GMR Customer Service Department.
11. Only use the most current version of the Product Agreement, as communicated by GMR.
12. Run the Dealership as an independent business and not claim to be an employee, agent, or legal representative of Survival Still, the Sponsoring Survival Still Dealer, or any other Survival Still Dealer. The Dealer will have complete freedom in determining the number of hours worked and will have sole discretion of scheduling such hours. Dealer will be responsible for procuring a place of business. It is Dealer's sole responsibility to account for income on income tax returns.
13. Not to encourage, solicit, or otherwise attempt to recruit or persuade any other Survival Still Dealer to compete with GMR. This covenant shall survive the expiration or termination of your Dealership Agreement.
14. Permit Survival Still to obtain photographs, videos, and other recorded media of Dealer. Dealer agrees to allow any such recorded media to be used by Survival Still for any lawful purpose, and without compensation.

GMR AGREES TO:

Unless prevented by fire, casualty, labor disputes, war, riots, acts of God or the public enemy, shortage of material and transportation, or any other cause beyond its reasonable control, GMR shall:

1. Sell and deliver to DEALER, f.o.b. GMR's plant or warehouse at Lincoln, Nebraska, that quantity of Products ordered by DEALER under this Agreement. Price lists established by GMR shall establish prices to DEALER. Such price list shall be subject to change at any time by GMR without prior notice.
2. Provide Products that are free of defects of design or manufacture.

DEALER AND GMR MUTUALLY AGREE THAT:

1. This Agreement may be terminated at any time by either party upon thirty (30) days written notice, or immediately for cause upon written notice. The thirty-first (31st) day following receipt of such notice shall be the effective date of termination. Unless terminated as provided herein, this Agreement shall remain in full force and effect. Upon the effective date of termination by either party, all obligations that are not described herein as surviving termination shall cease. Furthermore, the parties specifically agree that if DEALER fails to order Products in any twelve-month period, this Agreement will automatically terminate.
2. No change or addition to this Agreement is valid or binding upon either party unless agreed to in writing and signed by all parties hereto. This Agreement contains the total understanding between DEALER and GMR and supersedes all previous oral or written agreements. This Agreement may not be assigned by DEALER without prior written approval by GMR.
3. All of GMR's logos, trademarks or copyright material, as well as all other materials, agreements, brochures, advertising, decals or any other documentation provided by GMR are and shall remain the property of GMR and delivery to DEALER does not grant any express or implied right to any patents, copyrights, trademarks, or trade secret information.
4. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
5. The formation, construction, interpretation, and enforceability of this Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of Nebraska without regard to conflict of law's provisions.

SURVIVAL STILL DEALERSHIP APPLICATION & AGREEMENT

APPLICANT(S) INFORMATION

LAST NAME		FIRST NAME		SOCIAL SECURITY NUMBER	
CO-REGISTRANT'S LAST NAME (IF APPLICABLE)		CO-REGISTRANT'S FIRST NAME (IF APPLICABLE)		CO-REGISTRANT'S SOC. SEC. NO.	
COMPANY NAME				TAX ID NUMBER	
STREET ADDRESS				BUSINESS TELEPHONE NUMBER	
CITY		ST	ZIP CODE		CELL PHONE NUMBER
E-MAIL ADDRESS				ALTERNATIVE TELEPHONE NUMBER	
WEB-SITE(S)					

WHAT SPARKED YOUR INTEREST IN BECOMING A Survival Still DEALER?

Please give us some insight into your motivations for wanting to become a Survival Still Dealer...

BASIC INFORMATION

How did you hear about Survival Still? _____

Do you have a Pure Water Distiller? _____

Are you a Pure Water Dealer or Distributor? _____

Do you currently represent any water treatment devices? _____

Is your primary focus going to be to generate local sales or internet sales? _____

Do you currently have a website for selling these products? _____

Do you have a network of potential customers? _____

How many Survival Stills do you plan on selling per month over the next 6 months? _____

Please describe how you plan on maximizing sales. _____

AGREEMENT

- ☐ Yes, I certify that all of the information above is correct.
- ☐ Yes, I have read & accept the terms on page 2
- ☐ Yes, I agree to follow the Survival Still Internet Policy.
- ☐ Yes, I hereby request approval as a Survival Still Dealer.

X

REGISTRANT'S SIGNATURE

DATE

APPROVAL (Office Use Only)

This Application is:

- ☐ Approved.
- ☐ Pending.
- ☐ Not Approved.

Referred by
Ron Francom

X

PRESIDENT

DATE

INSTRUCTIONS

After you have completed this form, and verified the information, please email it to info@survivalstill.com or mail it to Survival Still, GAEMRIC, INC., 4120 NW 44th Street, Lincoln, NE 68524. We will promptly get back to you with notification of whether the application is approved or not. Retain a copy for your records.