



DISTRIBUTOR APPLICATION FORM

Thank you for considering becoming a distributor with LED Corporations, LLC! LED Corporations has been a Manufacturer of Commercial, Industrial, and Outdoor Landscape Lighting fixtures for 7 years of which almost all are either ETL or UL, and Energy Star or DLC Rated. We have over 800 products and have been providing Electrical Contractors with superior lighting products for years! Please fill out the application below so we can begin helping supply your organization with wholesale pricing immediately.

THIS AGREEMENT is made this [redacted] day of [redacted], 201[redacted], by and between LED Corporations, Inc. with its principal place of business located at 3300 PGA Boulevard, Suite 550, Palm Beach Gardens, FL 33410 (the "Company") and [redacted] with its principal place of business located at [redacted] (the "Distributor").

Company Name: _____

Company Address: _____

Company Website: _____

Company Phone: _____

Main Contact Name: _____

Contact Email: _____

Contact Phone: _____

Contact Role: _____

Estimated Annual LED Sales: _____

NOW, THEREFORE, in consideration of the promises hereinafter made by the parties hereto, it is agreed as follows:

ARTICLE I MARKETING AND SUPPORT

2. Marketing being offered to distributor. Based on the membership level subscribed to, Company will provide distributor with those resources initialed below:

- Lowest wholesale pricing,
- Product specifications sheets associated with Company products,
- Consulting support to assist in purchasing of Company's products.
- R.O.I Reports

ARTICLE II
DURATION OF PARTNERSHIP

1. Term. The term of this Agreement shall be annual.
2. Termination. This Agreement may be terminated only:
 - (a) By either party for substantial breach of any material provision of this Agreement by the other, provided due notice has been given to the other of the alleged breach and such other party has not cured the breach within [e.g., thirty (30) days] thereof; or
 - (b) Written notice is given thirty days prior to cancelation.

ARTICLE IV
GENERAL PROVISIONS

1. Relationship of Parties. The relationship between the parties established by this Agreement shall be solely that of vendor and vendee and all rights and powers not expressly granted to the Distributor are expressly reserved to the Company. The Distributor shall have no right, power or authority in any way to bind the Company to the fulfillment of any condition not herein contained, or to any contract or obligation, expressed or implied.

2. Independence of Parties. Nothing contained in this Agreement shall be construed to make the Distributor the agent for the Company for any purpose, and neither party hereto shall have any right whatsoever to incur any liabilities or obligations on behalf or binding upon the other party. The Distributor specifically agrees that it shall have no power or authority to represent the Company in any manner; that it will solicit orders for products as an independent contractor in accordance with the terms of this Agreement; and that it will not at any time represent the Company in any manner; that it will solicit orders for products as an independent contractor in accordance with the terms of this Agreement; and that it will not at any time represent orally or in writing to any person or corporation or other business entity that it has any right, power or authority not expressly granted by this Agreement.

3. Confidentiality. Because of THIS AGREEMENT, the Parties involved in this transaction may learn from one another, or from principals, the names and telephone numbers of investors, borrowers, lenders, agents, vendors, brokers, banks, lending corporations, individuals and/or trusts, or buyers and sellers hereinafter called Contacts (the "Contacts"). The Parties acknowledge, accept, and agree that the identities of the Contacts will be recognized by the other Party as exclusive and valuable contacts of the introducing Party and will remain so for a period of one (1) year after the termination of this agreement. The Parties agree to keep confidential the names of any Contacts introduced or revealed to the other party, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees, or consultants will not contact, deal with, negotiate or participate in any transactions with any of the contacts without first entering a written agreement with the Party who provided such contact unless that Party gives prior written permission. Such confidentiality will include any names, addresses, telephone, telex, facsimile numbers, and/or other pertinent information disclosed or revealed to either Party. The Parties agree not to disclose, reveal or make use of any information during discussion or observation regarding methods, concepts, ideas, product/services, or proposed new products or services, nor to do business with any of the revealed contacts without the written consent of the introducing party or parties. In case of circumvention, the Parties agree and guarantee that they will pay a legal monetary penalty that is equal to the commission or fee the circumvented Party should have realized in such transactions, by the person(s) engaged on the circumvention for each occurrence.

4. Non-Compete. The parties mutually recognize that, during the course of the term with company, you will have access to and will acquire knowledge of confidential and proprietary company information. This information includes, without limitation: marketing and strategies; customer names, needs, and other information; client potential; and other types of information which would place company at a competitive disadvantage if known by or revealed to

competitors or customers. The parties mutually recognize that, during the course of your distributorship with company, in addition to company information, you will receive special assistance in marketing and special training which is not generally available elsewhere and which could harm company if known by or revealed to its competitors or customers. Accordingly, you agree:

a. You will never disclose to any person or entity any of company's confidential information or its confidential marketing and training programs.

b. You will not have any contact with and will not solicit vendors, current employees/independent contractors, electricians or any other party affiliated with the company for a period of one (1) year after the termination of your distributorship.

5. Indemnity. The Distributor agrees to hold the Company free and harmless from any and all claims, damages, and expenses of every kind or nature whatsoever (a) arising from acts of the Distributor; (b) as a direct or indirect consequence of termination of this Agreement in accordance with its terms; or (c) arising from acts of third parties in relation to products sold to the Distributor under this Agreement, including, but not limited to execution of liens and security interests by third parties with respect to any such products. The Company agrees to hold the Distributor free and harmless from any and all claims, damages and expenses of every kind or nature whatsoever (a) arising from acts of the Company; (b) as a direct or indirect consequence of termination of this Agreement in accordance with its terms; or (c) arising from acts of third parties in relation to products sold under this Agreement, including, but not limited to execution of liens and security interests by third parties with respect to any such products.

6. Applicable Law. This Agreement shall be governed by the laws of the State of Florida and is accepted by Company at its Corporate Office in 3300 PGA Blvd, Ste 550, Palm Beach Gardens, FL 33410. All payments hereunder shall be made at Company's offices at 3300 PGA Blvd, Ste 550, Palm Beach Gardens, FL 33410. Company's rights granted hereby are cumulative and in addition to any rights it may have at law or equity. If either party commences legal proceedings to interpret or enforce the terms of THIS AGREEMENT, the prevailing Party will be entitled to recover court costs and reasonable attorney fees.

7. Separate Provisions. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

LED Corporations

By: _____
Blake Godwin
Director of Sales and Distribution Channel

DISTRIBUTOR

Officer: _____
(Please print name and title)

By: _____ Date: _____
(Signature of authorized officer)

***Please sign and either scan or fax to return.