

AUTHORIZED INTERNET DEALER AGREEMENT

This Authorized Internet Dealer Agreement (“**Internet Agreement**”) is entered into as of the date specified below between Kitchen Resource, LLC (“**KR**”) and _____ (“**Internet Dealer**”) on the terms and conditions specified herein as follows:

1. **Dealer Agreement.** This Internet Agreement accompanies a standard Authorized Dealer Agreement (“**Dealer Agreement**”) which has been executed previously or concurrently with this Internet Agreement. Capitalized terms in this Internet Agreement which are not defined herein shall have the same meaning given them in the Dealer Agreement. This Internet Agreement is intended to contain additional terms not contained in the Dealer Agreement. In the event of a conflict between terms in this Internet Agreement and the Dealer Agreement, this Internet Agreement shall control.
2. **Authorized Site.** Pursuant to this Internet Agreement, Internet Dealer is authorized to market, advertise, offer to sell, sell and/or fulfill orders of products distributed by KR, also known as “**KR Exclusive Products**”, from Internet Dealer’s internet WEB site, which bears the following URL: _____ (the “**WEB Site**”). The authorization granted hereunder is for the aforesaid WEB Site only and Internet Dealer shall not market, advertise, offer to sell, sell and/or fulfill orders for KR Exclusive Products from any other WEB Site or location without KR’s prior written consent thereto. If internet dealer operates more than one “website,” a separate agreement must be executed for each “website.”
3. **Non-Exclusive Site License to Trademarks.** Internet Dealer shall at all times be a non-exclusive internet dealer of KR Products. Internet Dealer acknowledges that the following names and trademarks are the exclusive property of KR and that the use of the same by Internet Dealer shall be allowed only in strict accordance with this Internet Agreement: Kitchen Resource, L.L.C., Bosch, Bosch Universal, Bosch Compact, Bamix, Cloer, B/R/K, L’Equip, Lurch, Nutrimill, Vitalmill and any/all exclusive products associated with or manufactured under these exclusive brands, (collectively the “**Protected Names**”). Internet Dealer is hereby granted a limited, non-exclusive and site-specific license to use the Protected Names. Internet Dealer agrees that all advertising using these names, and/or all advertising of the products purchased by Internet Dealer from KR or one of its authorized distributors, shall first be approved by KR, which approval shall not be unreasonably withheld. **Furthermore, the WEB Site must state that the Protected Names are used with permission of KR.** Upon termination of this Internet Agreement for any reason, Internet Dealer shall immediately discontinue and abandon the use of all the Protected Names and shall cease to advertise or represent itself as an Authorized Kitchen Resource Internet Dealer.
4. **Terms and Conditions of License and Agreement.** In order to become and remain an Internet Dealer, and as a condition of the limited license granted hereby, Internet Dealer covenants, warrants and agrees to the following terms and conditions:
 - a. Internet Dealer shall maintain at its WEB Site a representative presentation of the KR Exclusive Products that it carries or makes available for its clients under this Internet Agreement or the corresponding Dealer Agreement.
 - b. Internet Dealer shall make all the KR Exclusive Products advertised on the WEB Site available for purchase by customers through said WEB Site.
 - c. Internet Dealer shall maintain a high quality site that conveys a high quality and premium image for both KR Exclusive Products and for Internet Dealer.
 - d. Internet Dealer shall make all arrangements to deliver customers all products ordered by customers from Internet Dealer’s WEB Site.
 - e. Internet Dealer’s WEB Site must be a secure site for credit card transactions.
 - f. Pricing on Internet Dealer’s WEB Site for KR Exclusive Products must be in accordance with the MAP pricing set forth in the Dealer Agreement.
 - g. Internet Dealer will NOT offer any KR Exclusive Product for sale on any auction type WEB Site, including but not limited to EBAY.

- h. Internet Dealer's WEB Site shall not permit a customer or potential customer to click through from Internet Dealer's WEB Site to the WEB Site of any competitor of any given KR Exclusive Product.
- i. Internet Dealer must have adequate and dedicated customer service staff to handle customer inquiries and complaints.
- j. Internet Dealer must have a mechanism in place for confirming to the ordering customer by electronic mail each order placed through the WEB Site.
- k. Internet Dealer must spell out clearly and conspicuously at its WEB Site the terms and conditions that apply to any warranties, refunds to or returns by customers. Unless otherwise directed by KR, Internet Dealer shall provide its own facilities to address and resolve all warranty, refund or return requirements. At no time shall Internet Dealer advertise a warranty on KR Exclusive Products which exceeds the terms or scope of the warranty provided by the manufacturer for such product.
- l. Internet Dealer must have readily available an adequate inventory of KR Exclusive Products in order to promptly meet customer demand and orders.
- m. Internet Dealer shall adhere to and comply with all pertinent State and Federal regulations, statutes and rules applicable to taking orders or conducting business over or through the Internet.
- n. Internet Dealer shall insure that all marketing, advertising and sales practices do not cause damage to KR, the manufacturers of KR Exclusive Products, their reputations and/or their individual ability to compete.
- o. Internet Dealer shall be in full and complete compliance with all other agreements, including but not limited to the Dealer Agreement, and all other arrangements it has with KR.

5. **Minimum Advertised Pricing (MAP).** Internet Dealer has read and understands Kitchen Resource policies regarding MAP. Internet Dealer has also signed and agreed to the terms and policies regarding MAP in the Authorized Dealer Agreement.

Internet Dealer further agrees that in addition to the MAP policies contained in the signed Dealer Agreement and KR policies, the following MAP conditions apply to this agreement.

- a. Internet advertising of KR Exclusive Products below MAP can have a dramatic adverse effect on KR and the manufacturers of KR Exclusive Products, causing great harm to KR and the Exclusive Products of KR.
- b. Violations of MAP by Internet Dealer will cause a material breach of this agreement.
- c. Internet Dealer must remedy any and all violations of MAP within twenty-four (24) hours of notice by KR. Violations of MAP not remedied within 24 hours will cause a material breach of this agreement.
- d. Internet Dealer will execute a separate Internet Dealer agreement for each individual and distinct Web address and/or URL that Internet Dealer operates or has involvement with.
- e. If Internet Dealer has sub Dealers or re-sellers of KR Exclusive Products who desire to sell KR Exclusive Products over the Internet, Internet Dealer is responsible to have the sub Dealer or re-seller register with and execute a separate agreement with KR.
- f. Internet Dealer may NOT sell to any sub Dealer or re-seller any KR Exclusive Products without a signed agreement, with KR, in effect for that sub Dealer or re-seller.
- g. Repeat violations of MAP by Internet Dealer will result in the suspension and/or termination of this agreement. **Specifically, if there are three (3) violations of MAP by the Internet Dealer or their sub Dealer or re-seller, within any six (6) month period, this agreement will be terminated. Internet Dealer may apply for reinstatement and sign a new agreement, if approved, after a period of six (6) additional months from termination. Internet Dealer agrees to immediately remove all KR Exclusive Products and Protected names from their Web Site, upon termination. Failure to immediately remove all KR Exclusive Products and Protected names will cause a material breach of this contract and harm to KR and KR Exclusive products.**

6. **KR Exclusive Product Demo Model/Refurbished products.**

- a. Internet Dealer will not sell, offer for sale, or otherwise advertise any Demo Model or Refurbished KR Exclusive Products over the Internet.

7. **Assignment.** This Internet Agreement is non-assignable and may not be transferred by Internet Dealer to any other person or entity and may not be transferred to any other Web Site, regardless of ownership of said site.

8. **Entire Agreement and Amendment.** This Internet Agreement and the companion Dealer Agreement constitute the entire understanding between the parties hereto and supersede any prior agreements or understandings. This Internet Agreement cannot be amended by any oral agreement or understanding or by any past practice or course of dealing. No sales representative or non-authorized employee of KR has any authority, express or implied, to amend, alter or change this Internet Agreement. KR reserves the right to modify any terms and conditions contained in this Agreement at any time.
9. **Term and Termination.** This Internet Agreement shall remain in force and effect until terminated by either party, or for so long as the separate Dealer Agreement between the parties is in effect, including any renewals or extensions. This Internet Agreement terminates automatically upon the termination of the separate Dealer Agreement between KR and Internet Dealer.
10. **No Waiver.** A failure by either party to require performance of any term or obligation of this Internet Agreement shall not be a waiver of its right to (1) subsequently enforce such term; (2) enforce other terms of this Internet Agreement; or (3) terminate this Agreement. Should any portion of this Agreement be adjudged to be unenforceable, that shall not affect the enforceability of other provisions of this Agreement.
11. **Applicable Law.** This Internet Agreement shall be enforced and interpreted under the laws of the State of Utah, U.S.A. as applicable to contracts or agreements executed in or to be performed in the State of Utah, U.S.A. Any action to enforce this Internet Agreement shall be brought in State Court in Davis County or Federal Court in the District of Utah, Central division. Both parties agree to be subject to jurisdiction and venue in either State Court in Davis County or Federal Court in the District of Utah, Central Division.
12. **Independent Entities.** Nothing contained herein shall affect, modify or change the fact that KR and Internet Dealer are separate legal entities and are not representatives or agents of each other. This Internet Agreement does not create a joint venture, partnership and/or agency relationship. KR shall bear no responsibility, directly or indirectly, for Internet Dealer's WEB Site or for the transactions made through said WEB Site.

IT IS SO AGREED this _____ day of _____, 20____.

KITCHEN RESOURCE, LLC

INTERNET DEALER

NAME _____
TITLE _____

NAME _____
TITLE _____