





A Division of Dean Distributors, Inc.

## Terms of Agreement For Active Distributors

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1. I shall have the following specific obligations:
    - a. To provide service and support to patrons and Cambridge distributors
    - b. To use my best effort to promote the distribution, sales, and use of the products of Cambridge Direct Sales through quality sales program
    - c. To work and develop the territory to maintain and adequate level of performance to the satisfaction of Cambridge Direct Sales, and in doing so nominate and train Distributors to sell Cambridge products
    - d. To conduct our operations at all times in such a manner to promote good customer relations. I agree to properly represent Cambridge products and not make, directly or indirectly, any false, misleading, or disparaging representations, including advertisements, to any consumer or other person about Cambridge, its products, or any other products sold by Dean Distributors.
    - e. I am to comply with the policies and regulations of Cambridge Direct Sales, as stated in the "Business Plan" (Effective Date June 2005). I understand and agree that these policies and regulations are incorporated as a part of this agreement. I understand and agree that these policies and regulations may be changed from to time at the sole discretion of Cambridge Direct Sales, and that such changes become part of this agreement upon publication and distribution.
    - f. If I am found to be in violation of the policies and regulations of Cambridge Direct Sales, and that if such violation is not cured within thirty (30) days of my receipt of a written notice, Cambridge Direct Sales may terminate this agreement immediately.
    - g. To conduct and maintain at all times my operations in strict compliance with all applicable federal and state laws and regulations, consent orders, county and city ordinances and regulation and any other applicable law, regulation or ordinance; I agree not to engage in any unfair trade practices. I shall indemnify and hold Dean Distributors harmless from any cost and liability that may result from a violation of this paragraph. I shall not sell or otherwise transfer products to any person or entity for resale other than an authorized Cambridge Distributor.

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Signature of Principle Applicant      Date

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Signature of Co-Applicant      Date