

DISTRIBUTION AGREEMENT, INDEPENDENT & PROFESSIONAL DISTRIBUTOR
TAB LIGHT, LLC

This agreement entered into this _____ day _____ of 200__ between Tab Light, LLC (hereafter referred to as the "Company") and _____, (hereafter referred to as a "Distributor" in general, but separately as an "Independent Distributor" or a "Professional Distributor" dependent on **how a particular sale is made**).

WHEREAS the Distributor ("Independent Distributor") wishes to purchase in bulk merchandise at wholesale rates from the Company for the purpose of reselling the Company's products that are manufactured and/or are patented and manufactured, and/or sell product for the company ("Professional Distributor") where there is a sharing of profits according to a schedule.

WHEREAS the Distributor acknowledges that the Company has certain requirements and rules that must be adhered to by the Distributor in order to sell or direct sales of its products and

WHEREAS the Distributor also acknowledges that the Company advertises and sells the same products as the Distributor and that the Company travels to various trade shows which may also be attended by the Distributor.

THEREFORE, the Company will limit itself to being at the National Restaurant Association Show in Chicago (May) and the Bar & Night Club show in Las Vegas (Feb-March). As a result, the distributor agrees that it will not show Tab Light products at these shows without the expressed permission of the Company in writing. The Company and the Distributor further agree as follows:

REQUIREMENTS OF THE INDEPENDENT DISTRIBUTOR

If the Distributor is buying the product outright, (Independent Distributor). The Distributor shall be responsible to pay 80% of the total billed invoice, upfront, for all shipments of blank products or prospective finished products (products with logo already applied) at the time of the initial order. This initial payment will not include the customs fee, if applicable and all fees related to shipping from the source of manufacture to the United States or any other country. The fee for customs and shipping must be paid prior to the product leaving the origin of manufacture. This charge is in addition to the charges for product and any additional amount for shipping (to the products final destination of the distributor) will be billed and must be paid by the Independent Distributor before shipping of the product to the final termination point requested by the Independent Distributor.

If an order placed by the Independent Distributor is cancelled within 7 days of it being placed, then all monies will be refunded to the Independent Distributor. If the order is cancelled after seven (7) days, then the Independent Distributor will be refunded 40% of all monies paid. This seven-day period includes all days, holidays, weekends or any other day throughout the year.

All prospective clients of the Independent Distributor, where the Independent Distributor feels that a single client sale will exceed 500 pieces, shall be reported to the Company immediately, so that the Company and other Distributors can be notified. Failure to do so may be considered a breach of this agreement. If this prospective client is not a client of the Company, as a courtesy, the Company will not solicit said prospective client, as well as attempt to notify other distributors. This should be in the form of an e-mail to the Company, at the email address 500@tab-light.com. If no signed sale to that reported client occurs within 120 days after reporting to Tab Light, then the courtesy for the independent distributor will expire and the Company or any other Distributor will be able to contact that prospective client.

As long as there is an ongoing relationship of the Company with the Independent Distributor **and** a Distributor contract in place, agreed to by both the Company and the Independent Distributor, then any further sales (500 pieces or more) to the original client will be the exclusive option of the original Distributor who made the initial agreement with said client.

(Initials)

REQUIREMENTS OF THE COMPANY

The Company will provide phone support to the Distributor in the form of assistance to allow the Distributor to provide units with or without logos to various entities.

The Company may, if requested in writing, provide printed logos to be placed on the outside of the guest presenter for a fee. A schedule of costs for this service will be provided to the Independent Distributor. If the Independent Distributor wishes to provide the logos on their own, the independent distributor may provide logos for its customers for the various Size LED plates.

The Company will provide a website for its products to be viewed by anyone with internet access. The Company will update its website when necessary at its sole discretion. **The Distributor may advertise the Company's product on their own website. However, the Company has the authority to stop the Distributor from advertising in such a way that it feels might be detrimental to the Company's product.** Any advertising by the Distributor must be approved, in writing, by the Company prior to its use. Failure to do so will be considered a breach of this agreement and will result in immediate termination. **If a initial customer comes through an Distributors website, and an order placed, by the Independent Distributor to the Company, any subsequent order attempted to be placed with the Company, will be referred back to the Independent Distributor as long as there is an current agreement in place between the Independent Distributor and Company at the time of order.**

GENERAL TERMS

The Company will allow its products to be distributed throughout the United States by approved Distributors. If the product is to be sent to a country outside of the United States, then the Company must be notified. All products for sale by Distributors are made for United States use only and cannot be sent to any other country without the expressed permission of the Company.

All applicable customs and shipping fees must be paid in full before any shipment will be sent to an Independent Distributor. Any balance due on the transaction must also be paid in full before product shipment.

The Independent Distributor shall wire all necessary funds to the account of the Company when it is necessary to purchase goods. Wire instructions will be provided. No other form of payment will be accepted.

All Independent Distributors shall be required to purchase a minimum order of the Company's guest presenter products, menu bar products or other products in any combination of sizes. The Independent Distributor **shall not** be required to purchase **all types** of the Company's various products; (ie you do not have to buy guest presenter AND menu bars if you do not wish to) however, no combination of the Company's various products will constitute, if added together, the total number of an individual product to be in compliance with this provision.

COST OF PRODUCT

A schedule of prices is provided with the actual agreement. When ordering, the Price List then in effect, must be signed and accompany each order. Prices are subject to change without prior notice. Please note that we will attempt to keep prices in order but due to the fluctuation of the Chinese currency, prices may change.

The Independent Distributor is aware that the presenters or menu bars will be provided with the logo LED blank as each logo is custom made. The Independent Distributor is aware that it may provide its own sticker logo for its client or it may purchase logo stickers from the Company. The cost of logos is contained in the attached Price List. Please note that when the Logos are placed on a product at the manufacture site, the logo fee will be less however the delivery time may be excessive due to manufacture and shipping times.

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Professional Distributor (No Upfront Purchase of Goods)

(PLEASE REFER TO THE ENTIRE AGREEMENT; INCLUDING PAGE 1 & 2; AS MANY SECTIONS ARE GENERAL AND APPLY TO ALL BOTH THE PROFESSIONAL AND INDEPENDENT DISTRIBUTOR OF TAB LIGHT PRODUCTS).

As an alternative method for distributors (herein referred to as “Professional Distributors”) who wish to participate in the sale of Tab Light products, but do not wish to purchase the product upfront.

The Company will finance the purchase of the product WITH THE EXCEPTION OF THE SAMPLE KIT (see below), with the following knowledge and stipulations:

- 1) The Professional Distributor will be responsible to obtain ALL the requested Credit Card information on the Credit Card Authorization Statement from the customer. If this is a larger order as described below then the money must be wired to the Tablight account, instructions will be provided. We will not take company checks, money orders or COD from a customer.
- 2) The Professional Distributor will be responsible to obtain the required logo from the customer. The required format is a PDF, EPS or AI file, 300 dpi (300 dots per inch or greater). No file other than these will be high enough resolution SO PLEASE obtain this type file! This should come from the client to Tablight USA @aol.com. Remember an incorrect file type WILL DELAY THE ORDER!
- 3) The Professional Distributor will obtain the amount of chargers requested by the customer (usual for every 30 pieces (the minimum) = 1 charger ,40 - 50 pieces = 2 chargers etc.). For Menu Bar 24 pieces (the minimum) = 1 charger.
- 4) The Professional Distributor will understand that the illuminated presenters are:
 - a) blank and will usually have a 4-6 week turnaround to be stickered on the front LED.
 - b) The Permenant logo sticker line on the order form must be used for the total amount of presenters ordered.
 - c) Other presenters that require special work or are greater than 500 pieces will usually take 75 – 120 days as they are custom and will be shipped from China (shipping time now 30 -40 days after clearing customs in China.
- 5) The Professional Distributor will be entitled to 40% of the profits on each deal made. Profits split will include sales of presenters, menu bars and chargers but will NOT include the printer set up fee, sticker fee, peel away stickers, special plates or magnifiers, shipping and handling fees or any applicable taxes:
 - a) note that prices may vary from the credit card authorization prices listed in some situations but will be itemized. (i.e. we decide to charge less after discussion with you).
 - b) all items not part of the profit calculation (set up fee, stickers etc.) may also be listed on the invoice separately.
 - c) Calculation of profit will be based on the difference between the sales price and the item cost to the Company as listed on the sheet sent to you for any given time period. (see attached).
 - d) any customer back charge or return shipping will be back charged to the professional distributor,(their portion) plus any fees incurred (merchant bank fees).

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- 6) **Any individual sale (not accumulated) greater than 500 pieces will be at a commission rate of 30% of the profit of the presenters and chargers.**

For Menu Bar, any individual sale (not accumulated) greater than 480 pieces will be at a commission rate of 30% of the profit for bars and chargers.

Please note that the minimum order for the customer for Menu bar is 24 pieces with one charger. Additional Bars or Chargers may be added after the minimum is met. Please see price sheets included with the actual agreement.

DISTRIBUTOR SAMPLES

All Distributors can obtain a sample kit once they have signed the distributor agreement. This will include a charger and 4 different size LED sample books. If you are distributing the menu bar a number of variations are available as well as a charger. Please call to discuss sampling for this item. The charge for the sample kit for the presenters is \$99 (including shipping inside the continental U.S). All samples sent out of the continental U.S. will be sent Fed Ex economy and will be charged at \$99 plus the listed Economy price, unless other requests for shipping is made. If you are buying the product outright, after the purchase of 500 pieces or more(per sample kit), the sample fee will be refunded by request.

Additional Presenter or Menu Bar displays may be purchased for \$99.00 (shipping included inside the continental U.S.). Outside the U.S. , as above.

(Initials)

THE TAB LIGHT ILLUMINATOR EXHIBITOR

The product is a light sensitive, fully rechargeable illuminated exhibitor or can also be referred to as a guest presenter in the industry. It is powered by a lithium ion battery, which should last many years. The high quality polyurethane cover should last at least 2 years with normal use. The unit is waterproofed, although dowsing it in water should not be done. The light sensor allows for the conservation of battery power when there is enough ambient light and will minimally power the LED or will not allow it to light at all if enough light is available. All instructions provided in the charger pack should be followed to avoid voiding the warranty. Any other questions should be directed to Tab Light at **888 496 – 8862** or you can email questions to **Distributor@Tab-Light.com**.

DIFFERENCES IN PRODUCT

The Tab Light Illuminated Exhibitor is made to a standard size. However, the LED plate where the logo is placed on the front of the booklet may vary. Three sizes are available, A, B, C. Also available is LED plate “D” which is an additional lit panel that allows the possibility of further advertising on the inner illuminated panel or the “Large” LED plate on the interior of the book. Please review the website to see the different sizes.

Front Panel A	1.18” x 1.18”
Front Panel B	1.18” x 2.05”
Front Panel C	1.18” x 2.59”

Interior Large LED	STANDARD
Interior Panel D	1.56” x 3.50” (for peel away or permanent advertising)
Drink Menu 2 Panels	3.60” x 8.50” (2 Panels, but a 1 panel option is available)

MENU BAR – ILLUMINATED MENU READER

The product is a triangular shaped design with a rectangular base that sites on a table. It is slightly greater than 6” long and has a twelve (12) pack charger. It is usually packed for redistribution in a 24 pack with one charger. The unit usually can say “VIP” or “Reserved” with a logo window on either side 1.18” x 1.18” or 1.18” x 2.05” or if pre printed at the manufacture site can have a full logo across the entire bar (extra lead time necessary). Many variations are possible as well as many backgrounds. Most common is black, silver or white. Colors of the Letters or Printing are many and a PMS (Pantone color) is always helpful. Common printing colors include Red, Green, Blue, White. Please view the website for further details or additional pieces to view. The charger dimensions include the following 12” Length x 5.75 Depth x 2” Height. Any further questions, please contact Tab Light.

LEAD TIME FOR LOGOS

Logos may be placed on the presenter or menu bars by the independent distributor from its own source or may be purchased from Tab Light. The Logos will require a lead time of approximately 4 weeks – 6 weeks from the time they are presented till the time it is received. All pricing is per the Price List

ORDERING AND LEAD TIME

The Tab Light Illuminated Exhibitor and Menu Bar as well as other Tab Light items are sophisticated LED products. The presenter for example contains a smart computer chip and takes a number of factories to put it together. The process of making the presenter and the menu bar involve automated as well as manual production. As there is a logo, involved on each presenter and some menu bars, it is also a custom product. With this in mind, the lead time required before presenters are available, shipped and are received may vary. This time can be as little as 14 days if blanks are in stock as well as 90 - 120 days for presenters or menu bars that are printed with a preprinted logo where the quantity is small. Distributors should therefore explain that these are specialized electronic devices which are customized while discussing purchases with their customers.

WARRANTY

All of the Company’s products shall be warranted for one year from the receipt by the Distributor. Any other warranty shall be the responsibility of the Distributor to its customer. Any returns must be approved by the Company and the shipping costs for the return shall be borne by the Independent Distributor. Normal wear and tear as well as abuse shall not be covered. For further information please see the website; www.tab-light.com

WAIVER

If you breach a provision of this Agreement and if the Company ignores the breach, this shall not mean that the Company has waived the breach. If the Company expressly waives a breach by you of any provision of this Agreement, this waiver shall not mean that the Company waives its rights as to any subsequent breach.

ATTORNEY’S FEES

If the Company is forced to enforce this Agreement or any part of this Agreement, whether or not through litigation, the prevailing party shall be entitled to receive reasonable attorney's fees and all costs incurred in connection with such enforcement, including the costs of appeal.

VENUE

You agree that the sole and exclusive jurisdiction and venue for any and all suits and special proceedings arising out of, in connection with or by reason of this Agreement, shall be the appropriate court of competent jurisdiction located in Palm Beach County, Florida.

ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the parties and supersedes all prior and contemporaneous agreements or understandings between Distributor (Either Independent or Professional) and the Company. No covenant, representation or condition not expressed in this Agreement shall offset or be effective to interpret, change or restrict the provisions of this Agreement. This Agreement may not be changed except by a written document signed by all the parties hereto.

THE DISTRIBUTOR (Independent or Professional) AND THE COMPANY (BY THEIR ACCEPTANCE OF THIS AGREEMENT) EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith OR THEREWITH.

IN ANY AND ALL LEGAL PROCEEDINGS ARISING FROM AND RELATING TO THE FORMATION, INTERPRETATION, PERFORMANCE OR BREACH OF THIS AGREEMENT, NO PARTY MAY PERMISSIBLY JOIN ANY THIRD PARTY IN TO ANY SUCH ACTION UNLESS SUCH THIRD PARTY IS DETERMINED BY THE COURT IN WHICH THE ACTION IS PENDING TO BE AN INDISPENSABLE PARTY. THIS PROVISION SHALL APPLY TO ANY COMPLAINTS OR CLAIMS, COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS OR ANY AND ALL SIMILAR OR LIKE TYPE CLAIMS AND DEFENSES, INCLUDING BUT NOT LIMITED TO ACTIONS FOR SUBROGATION, CONTRIBUTION AND INDEMNIFICATION.

_____ (Initials)

THIS AGREEMENT IN ITS ENTIRETY CONSISTS OF 12 PAGES WHICH I HAVE INITIALED ALL PAGES. WITHIN THOSE 12 PAGES ALSO IS CONTAINED , A CURRENT PRICE SHEET FOR INDEPENDENT DISTRIBUTORS FOR THE GUEST PRESENTER AND MENU BAR AS WELL AS A PRICE SHEET FOR PROFESSIONAL DISTRIBUTORS FOR A 6 MONTH PERIOD. THERE ARE 2 CREDIT CARD AUTHORIZATIONS SHEETS, ONE FOR THE ILLUMINATED GUEST PRESENTER AND THE OTHER FOR MENU BAR WHICH I ACKNOWLEDGE AS WELL. (note::: this agreement does not have price sheets or the credit card authorizations, they will be provided after a contact request,).

TAB LIGHT, LLC

By: _____

DISTRIBUTOR

By: _____

Print Name _____

Address _____

City _____ State _____ Zip _____

Telephone _____

Fax _____

_____ (Initials)

To Return this agreement you can fax to: 561 988 1845

**Or mail to : Tab Light
508 – 1 NE 7th Ave.
Ft. Lauderdale, Fl 33301**