



Ownership Change Request Form

Re: Ownership Change Request

Attention:

Completing and signing this form certifies a change in ownership or officers for your organization. Once this form is signed by an authorized owner/officer (as specified on your membership application) of the organization and is faxed back to ASI, at (215)953-3011, your company's information will be updated within the ASI database; which will update all the ASI products and publications that use the data.

Please Check One:

- This purchase included assets only and excluded all accounts receivables and liabilities (new ASI# will be assigned with a cross reference to the previous company for a period of 1 year)
- The purchase included all existing assets and accounts receivables. (new ASI# will be assigned with a cross reference to the previous company for a period of 1 year)
- The purchase included all existing assets, accounts receivables and liabilities. (will retain existing ASI# & credit report)
- Stock purchase agreement. All outstanding shares of stock in this firm have been purchased. (will retain existing ASI# & credit report)

The account associated with this asi you are seeking to transfer may have an unpaid account balance. Prior to transferring this asi#, any unpaid balance must be paid in full.

Please specify the Date of Purchase: _____
(MM/DD/YYYY)

Signature Seller/Date

Print Name

Signature Buyer/Date

Print Name

Once you have completed this form, please fax it back to ASI, (215) 953-3150. We will then update our files and if requested, announce the change to our members. Please allow 5 business days for this change to be processed.

ASI Member Information Team

InformationUpdate@asicentral.com

Toll: (800) 546-1350 xt 3011

fax: (215) 953-3150



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Terms and Conditions

At such time as this Company receives an ASI® Supplier Identification Number ("Number"), and the parties intending to be legally bound, it is agreed to as follows:

1. I am an officer, partner or owner of the supplier firm names in this Supplier Information Form ("the Company") and am authorized to bind the Company to the following terms and conditions.
2. I have reviewed this Supplier Information Form and represent that the data contained therein is true and correct, and is an accurate description of the Company's policies, resources and products marketed via specialty advertising distributors.
3. The Company understands and agrees that ASI will rely on the data and that all or part of the data, together with the pertinent information concerning the Company, which ASI is authorized to obtain from ASI suppliers, will be set forth in the ASI Advertising Specialty Register®, ASI database, and other reports and literature furnished to ASI distributors and other people and entities. ASI may, from time to time, request written or oral verification of the data and if not given to its satisfaction, ASI may withdraw the affected data from future reports and literature. ASI may also obtain information from you and/or distributors relating to your business operations such as performance and quality of services and products. Upon request, the Company will promptly and accurately complete, sign and return to ASI periodic supplier updates and similar documents. If ASI determines that the Company: is no longer actively and regularly engaged in the business as stated in its listing application or update, fails to provide requested updates, fails to meet listing requirements or conducts itself in a manner that is detrimental to the industry or distributors, ASI, in its sole discretion, may de-list the Company. The Company may also be delisted if it fails to pay outstanding ASI invoices.
4. The Company further understands and agrees that any Number that may be licensed to the Company is a part of the ASI confidential, proprietary and copyrighted supplier numbering system. The Number may be used ONLY as follows, and as further clarified in the ASI Logo Sheet, and for no other purpose:
 - A. To identify publicly distributed specialty advertising promotion material (such as media ads, catalogs and samples) that do NOT set forth the Company name (other than the line name), address or phone number.
 - B. To identify those specialty advertising materials that set forth the Company's address and phone number, but only if such materials are intended SOLELY for specialty advertising distributors and those of their employees or representatives authorized to receive such materials; and
 - C. The Number is for use SOLELY in connection with the conduct of the Company's business as a supplier in the specialty advertising market and for use SOLELY by the Company, and may not be assigned, transferred or otherwise made available for use by any other entity or individual, nor shall the Company take any action to indicate that it has ownership of the Number. Upon demand by ASI, the Company shall immediately cease using the Number.
 - D. Your assigned ASI Number and listing in ASI databases, publications and services require that the Company comply with ASI membership requirements and pay membership dues. If you, any principal or the Company continue to use an ASI number after the Company has been delisted by ASI for any reason, you, any principal and/or the Company shall be responsible to pay ASI \$5,000 for each quarter of the year or portion thereof that you, any principal or the Company continues to use an ASI number. You, any principal and/or the Company will be responsible for all costs incurred in collecting this fee. Any action under this provision is in addition to any and all other rights and remedies either in law or equity that ASI may bring to protect its rights.
5. The Company further agrees: to maintain the confidentiality of all proprietary, confidential databases or other copyrighted information, including the ASI numbering system (collectively "Information") received from ASI; not to copy, in whole or in part, or prepare any other work from such Information; not to transfer such Information to any electronic or mechanical addressing or data processing system; to use such Information only in connection with its business as a supplier of specialty advertising products and will not furnish such information, in any form, to any other company or Individual. The Company will not use any Information or the services or products it licenses from ASI to compete with ASI or any of ASI affiliates. Should your Company license a service or product from ASI or an ASI affiliate, it will be used in accordance with the terms and conditions of the service or product. ASI shall be entitled to pursue any and all remedies at law or in equity for any breach of these terms.
6. After ninety (90) days, the Company will be given a sixty (60) day free trial of ASI's credit services that reports the industry credit history for ASI distributors. After the free trial, the Company will be invoiced for the then current license fee.
7. In the event the Company breaches any of these terms and conditions, or in the event any of its representation contained herein is not true and correct, ASI, at its sole discretion, may, in addition to its other legal remedies: delete the Company's listing from the ASI Advertising Specialty Register® and other reports, databases and literature; withdraw permission to use the Number and/or discontinue other ASI services. Upon request, the Company shall immediately return to ASI, all ASI confidential proprietary or copyrighted materials, including copies.
8. All those individuals listed in the Supplier Information Form as a "Principal Company Executive," "Primary Contact" or any officer, partner or owner of the Company, as well as those individuals who may be added from time to time by the Company in the aforementioned positions, may be relied upon by ASI to have authority to represent and make changes on behalf of the Company in connection with the data in the Supplier Information Form unless and until ASI receives notification in writing from the Company that such individual does not have such authority.
9. Non-North American based manufacturers or exporters must have a presence, including, but not limited to, a primary production, office, warehouse, fulfillment, decorating, imprinting, personalizing and/or repackaging facility in the United States, as well as customer service and the capability to handle the details of exporting from and importing into the United States.
10. ASI reserves the right, in its sole discretion, whether to approve any listing application.
11. As a supplier member of ASI, ASI shall list supplier's products and Company information in appropriate databases. The product and company information will be updated in accordance with the supplier's level of advertising and marketing activity with ASI. ASI is providing the service "AS IS." ASI DISCLAIMS ANY AND ALL WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL ASI BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO LOST REVENUES OR PROFITS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF ASI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM LIABILITY OF ASI EXCEED THE ANNUAL MEMBERSHIP FEE.
12. CHANGE IN TERMS. Except for the annual licensing fee, ASI may make changes to this Agreement after providing You with sixty (60) calendar days notice. This change will be sent to You electronically or by other means. If the change is not acceptable to You, You may terminate this Agreement by providing ASI with thirty (30) calendar days written notice and receive a pro-rated refund. Continued use after these periods shall be considered acceptance of the new terms. The annual licensing fee for services may be changed only upon the annual renewal.
13. As part of your membership you receive a free ninety (90) day trial to LogoMall. The provisions set forth in Section 12 apply to the trial period and any extension of this service.
 - A. ASISecure ACCESS LICENSE. ASI grants and you accept a limited, non-transferable, non-commercial and non-exclusive license to access and use ASISecure® for your business purposes. You shall not use or permit others to use ASISecure for any other person or entity. You shall not share or provide your ASISecure password with/to any third party or entity. You shall not download, translate, decompile, modify, rent, lease, or reverse engineer software or information from ASISecure. You shall not use information from ASISecure to create databases or to create a service bureau.
 - B. ASI PROPRIETARY INFORMATION. You shall not use ASISecure or your ASINet website to compete with ASI or its affiliates. You acknowledge that ASISecure contains material that is generated from copyrighted and confidential and proprietary databases and are licensed for use ONLY in connection with the conduct of your business as a Supplier in the promotional products/advertising specialty industry. ASISecure is provided only for the Company's exclusive use,



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and will be kept confidential by the Company. The Company accepts full responsibility for its authorized use. Any material on ASISecure or portions thereof may not be reproduced, transferred to machine-readable form or to electronic or mechanical storage devices or systems or may the material be rented, sold, loaned, exchanged, or transferred or disclosed outside the Company without the authorization of an ASI officer.

- C. CATALOG PROCESSING. Any product information that appears on LogoMall® will be those that appear on the ESP Online® ASI attempts to process all catalogs in a timely fashion; however, because of the volume, catalogs are not always processed as quickly as ASI or you would like. ASI will not be held responsible if your catalog is not processed as quickly as you would like. To assist us in processing your catalog, please promptly furnish us with your catalog as soon as it is printed.
- D. DISCLAIMER. ASI SHALL NOT BE RESPONSIBLE FOR ANY CLAIM OR DAMAGES ARISING FROM OR CONNECTED WITH ANY INACCURATE OR INCOMPLETE INFORMATION DELIVERED FOR YOU THROUGH LOGOMALL, ASI SHALL NOT BE RESPONSIBLE FOR ANY APPLICATION OF ANY DATA,

PRICING OR RESULTS, INTENDED OR UNINTENDED, OBTAINED THROUGH THE USE OF LOGOMALL OR THE WEB SERVICES PROVIDED. ASI SHALL NOT BE RESPONSIBLE FOR THE CORRUPTION OF ANY OF YOUR DATA, SOFTWARE OR EQUIPMENT WHEN USED IN CONJUNCTION WITH LOGOMALL OR THE WEBSITE SERVICES. LOGOMALL AND THE WEBSITE SERVICES ARE PROVIDED "AS IS." ASI DISCLAIMS ANY AND ALL WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY FOR INFORMATION, OR NON-INFRINGEMENT. IN NO EVENT SHALL ASI BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUES OR PROFITS REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF ASI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM LIABILITY OF ASI EXCEED THE ANNUAL AGREEMENT FEE.

- E. SYSTEM AVAILABILITY. ASI will make reasonable efforts to ensure that LogoMall is available during normal business hours. ASI will make reasonable efforts to ensure that access to the LogoMall database is available. However, you understand and accept that for technical, human error, loss of utilities, flooding, internet disruption and/or maintenance reasons, LogoMall will not be available seven (7) days a week and twenty-four (24) hours a day, and that ASI shall bear no responsibility for such downtime.
 - F. TERM AND TERMINATION. As part of your ASI supplier membership you receive a free ninety (90) day trial. The trial begins after your data goes "live." After the ninety (90) day trial, the term of the Agreement will be for one (1) year. The Agreement will then automatically renew for successive one (1) year terms. Any renewal shall be at then-current rates unless either party provides notice of termination to the other party thirty (30) days prior to the renewal. ASI may cancel this agreement if you breach any provision of the Agreement or if you cease to be an owner of the Company. You agree to promptly notify ASI if you cease to be an owner or officer of the Company. UPON TERMINATION OF THIS agreement or expiration of this agreement, the company will cease use of LogoMall. If Company decides to cancel at any time during subscription, that company must send ASI a letter with notice of the intent to cancel and be up-to-date with payments. All reservations subject to ASI credit review and approval. Payment is due and payable on an annual or quarterly basis. Finance charge applies on quarterly installments (10% on balance remaining after first payment.) Rates subject to change. Upon cancellation, one-time fees, such as set-up and service fees and any/all additional prep fees billed prior to cancel notification is non-refundable. ASI reserves the right to reject or cancel any advertising or content for any reason at any time. Supplier shall indemnify, defend and hold ASI harmless against any cause of action, claim or expense, including attorneys' fees and court costs, arising from publication of supplier's material based on samples or information furnished by the Supplier including, without limitations, any patent, trademark, copyright or similar infringement action or dispute or any other cause of action between or among suppliers, distributors, distributor clients and/or third parties that might arise as a result of such information or photos appearing in Supplier's LogoMall presentation. If ASI receives a complaint that your material may infringe on another person's or entity's intellectual property rights, ASI may remove the alleged offending material until the matter is resolved.
14. Governing Law and Jurisdiction. This Agreement shall be governed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflicts of law. Any action at lawsuit in equity or other judicial proceeding concerning the Agreement shall be instituted only in a state court in Bucks County, Pennsylvania or a federal court in the Eastern District of Pennsylvania. For purposes of enforcing Section 4 of this Agreement this jurisdictional provision shall survive any termination or expiration of this Agreement.
 15. Term. The initial term of your membership is one (1) year. After the initial term, your membership will automatically renew for successive one (1) year terms at the then-current rates with no refunds unless either party provides notice of termination to the other party thirty (30) days prior to the anniversary date. ASI reserves the right to impose a late charge of 1-1/2% per month (or any lower rate required by applicable law) on any unpaid balance.
 16. Entire Agreement. This is the entire Agreement between the parties and supersedes all other written and oral agreements between the parties relating to the subject matter hereof. The Agreement may not be modified except in writing signed by an authorized agent of your Company and an ASI officer.

I hereby authorize and consent for the company/organization noted on this document to receive faxes or emails sent by or on behalf of ASI®, The ASI Show!®, and ASI Computer Systems®, Inc. to the fax numbers and email addresses provided in this document.

I agree to the above Terms and Conditions and ASI Internet Terms and Conditions provided in my prospective membership kit by and which are also available at asicentral.com.

Signature of Corporate Officer, Partner or Owner

Title

Print Name

Date

Print Company Name