



SALADMASTER®

DEALER AGREEMENT

COMPANY: Saladmaster, a Division of Regal Ware, Inc.

ADDRESS: 4300 Amon Carter Boulevard, Suite 100
Fort Worth, TX 76155

TELEPHONE NUMBER: 817-633-3555

FAX NUMBER: 817-633-5544

DEALER: _____

ADDRESS: _____

HOME NUMBER: _____

CELL NUMBER: _____

EMAIL: _____

EFFECTIVE DATE: _____

IN WITNESS WHEREOF, SALADMASTER and DEALER have caused this Agreement to be executed by their duly authorized officers as of the **Effective Date**.

DEALER:	SALADMASTER, a Division of Regal Ware, Inc.:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

* * * * *

Guaranty Agreement (Attachment A)

Guarantor of Dealer Agreement: _____

By: _____

Guarantor Address: _____



SALADMASTER®

DEALER AGREEMENT

THIS DEALER AGREEMENT ("Agreement") is made and entered into by and between SALADMASTER, a division of Regal Ware, Inc., a Delaware corporation ("Company"), and Dealer.

WHEREAS, the Company is in the business of manufacturing, marketing, and selling cookware and various household products with the trademark Saladmaster ("Products");

WHEREAS, Dealer desires to act as a dealer of the Products in the Area (as defined below); and

WHEREAS, Dealers agrees to purchase the Products from Company for resale on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of recitals, covenants, terms, and conditions contained in this Agreement, the parties agree as follows:

1. Appointment.

(a) Scope of Engagement.

(i) Subject to the terms of this Agreement, Company grants to Dealer, and Dealer accepts, the right to act as a non-exclusive dealer of the Products in the geographic area ("Area") that is defined as the circular area with a radius of one hundred fifty (150) miles/two hundred forty-one (241) kilometers from the Dealer's address as stated within this Agreement. Dealer acknowledges that other dealers, distributors, sales representatives, or agents may currently exist and/or be appointed in the future with respect to the Products in the Area. The Area may be amended from time to time by Company in its sole discretion, provided that if Company elects to make such an amendment, Company shall inform Dealer at least thirty (30) days prior to the effective date thereof.

(ii) Dealer shall sell only new Products directly to customers only by direct sales through in-home demonstrations and other person-to-person sales in a legal and ethical manner. Dealer shall not sell Products on a wholesale basis. Dealer shall not sell the Products to department stores or supermarkets, over the Internet, through online sales or through social media, or in any other manner not expressly permitted by this Agreement without the prior written consent of Company, which consent may be withheld by Company in its sole discretion. Dealer may promote and advertise the Products on its website or through social media; provided, however, that Dealer shall not publish its prices for the Products on its website or on social media.

(iii) During the term of this Agreement and for a period of twelve (12) months after expiration or termination of this Agreement for any reason, Dealer shall not, directly or indirectly, manufacture, distribute, promote or sell any products that are the same as or functionally the same as the Products or which customers may use as substitutes for the Products. Dealer will obtain the Products for resale only from Company.

(b) Distributors. Except as expressly provided in this Agreement, all obligations to be performed by Dealer shall be at Dealer's sole cost and expense. Dealer shall establish in the Area a network of Distributors for the in-home demonstration, sale, and service of Products. Dealer shall extend opportunities for advancement to all members of its sale force. As used herein, the term "Distributor" shall refer to any person who contracts with Dealer to sell Products in accordance with the Company's marketing system. The appointment of such Distributors by Dealer shall be in accordance

with the purposes of this Agreement and all policies of the Company as such policies may be established or revised from time to time by the Company. All Distributors shall be individuals who hold high principles of selling practices and have no relationship with Company but who are independent contractors who have solely contracted with Dealer. Dealer understands that Distributors are not employees of Company for any purpose, including federal or state income tax purposes. All costs and liabilities incurred by reason of such engagement shall be the obligation of Dealer. Dealer shall at all times ensure that each such person conducts himself or herself in a manner that complies with the terms of this Agreement. Dealer shall be responsible for and shall indemnify, defend, and hold Company harmless from all claims, expenses, losses and/or costs (including attorneys' fees) that arise in connection with or relate to Dealer's Distributors.

(c) Promotion of Products. Dealer shall use its best efforts to sell and promote the sale of Products in the Area and to recruit and train sales people to assist in its efforts. Dealer shall also use its best efforts to promote, maintain, and increase the in-home sales and use of Products, and provide complete, convenient and qualified warranty service. All such efforts shall be conducted by Dealer (i) in accordance with the purposes and provisions stated in this Agreement and all applicable policies of Company now in effect or as may be established or revised from time to time by Company; (ii) in compliance with all applicable federal, state, provincial and local laws and regulations in both the United States and any country included in the Area; and (iii) in compliance with all applicable ethical codes and standards, including, but not limited to, the Direct Selling Association Code of Ethics.

(d) Expenses. Dealer shall be solely responsible for all of its own expenses incurred in connection with the performance of this Agreement.

(e) Manner of Performance. In performing this Agreement, Dealer shall not: (i) make any misrepresentations or fraudulent omissions; (ii) engage in any act of bad faith; or (iii) commit a criminal act or any act of fraud or dishonesty that is detrimental to Company's reputation or its business. Dealer agrees and understands that this paragraph is a reasonable requirement by Company to protect its longstanding good name, its business reputation, its proprietary and valuable trademarks associated with Company's high quality Products, and the goodwill associated therewith.

(f) Compliance with Company Policies and Procedures. Dealer agrees that it shall at all times comply with the Company's written policies and procedures for dealers as announced and amended from time to time (collectively, the "Policies"). In the event of any change in the Policies, the Company shall notify the Dealer of the change and allow the Dealer not less than thirty (30) days in which to come into compliance with such change. If the Dealer believes in good faith that it will be unable to comply with any such change in the Policies, it shall promptly notify the Company and state the reason(s) for its concerns. The Company may accept or reject any such reason(s) in its sole discretion.

(g) Dealer Authorized Location. Dealer shall distribute Products only from the location within the Area that Dealer has been authorized in writing by Company to carry out its business activities under this Agreement (the "Authorized Establishment"). Dealer acknowledges that the Company has identified the Dealer's Authorized Establishment. Dealer shall ensure that the Authorized Establishment is at all times adequate to carry out the business activities that are necessary for Dealer to successfully perform the terms and conditions of this Agreement. Dealer shall, at its own expense, operate and maintain the Authorized Establishment in a manner and condition that maximizes the sale and distribution of the Products. Dealer shall not distribute, market, service, promote, or advertise from the Authorized Establishment or any other location any products not made or supplied by the Company that have not been approved by the Company in writing. Under no circumstances shall Dealer distribute, market, service, promote, or advertise within the Area or elsewhere any products that are, or reasonably could be viewed as, actually or potentially competitive with any of the Company's Products.

2. Reserved Rights. All rights other than those expressly granted to Dealer in this Agreement are reserved to Company. Without limiting the preceding sentence, Company reserves the right to (a) sell the Products directly or indirectly into the Area without compensating Dealer and to appoint other dealers, distributors, or representatives to sell, display and/or service Products in the Area, and (b) change or discontinue Products, specifications, configurations, trademarks, sales terms, programs, distribution channels and distribution methods from time to time in its sole discretion.

3. Grant of Non-Exclusive License. This Agreement does not grant to Dealer any right, title or interest in or to any of Company's trademarks, other than the grant of a limited, non-exclusive, revocable and non-assignable license to use Company's trademarks solely in the performance of this Agreement subject to the terms and conditions of this Agreement. This Agreement does not concern any other trademarks, brands or products, except Saladmaster and such dinnerware, housewares, and small appliances as the Company may from time to time have available for sale to Dealer.

4. Purchase Orders. Dealer shall submit all orders through Company's online order system. In the event Dealer fails to submit orders through Company's online order system, Dealer shall be subject to manual order fees, which shall be established and modified at Company's sole discretion. No order for Products will be binding on the Company unless and until accepted by an authorized representative of Company. Company reserves the right to reject any order. All individual orders placed by Dealer are firm and may not be changed without the written consent of Company. COMPANY'S AGREEMENT TO PROVIDE THE PRODUCTS TO DEALER IS LIMITED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. ANY DIFFERENT OR ADDITIONAL TERMS IN ANY PURCHASE ORDER OR OTHER COMMUNICATION TO COMPANY ARE HEREBY REJECTED.

5. Prices. The price list in effect as of the Effective Date shall be provided to Dealer in Dealer's New Dealer Welcome Packet. The Initial Price List may be amended from time to time by Company, provided that revised pricing shall not apply to orders which were accepted by Company prior to the revision. Dealer shall pay all delivery and freight expenses, importation and exportation costs, taxes, license fees, and other charges incurred in connection with its pick-up of Products from Company's facility, the shipment of Products to their intended destination, and the resale of Products. Dealer shall determine the resale price of the Products to customers in its sole discretion.

6. Payment Terms. The terms of payment for Products purchased hereunder are as follows: 100% of the amount due must be paid in full prior to shipment from Company's facility. Company may reject any order and/or any shipment for Dealer's failure to pay an invoice prior to the scheduled shipment date. All prices are stated and payable in U.S. dollars. Dealer agrees to pay the Company by cashier's check, certified check, sight draft, demand draft, money order, wire transfer, or cash for Products. However, if, from time to time sales on credit are made to Dealer by the Company or any of its affiliates, or Dealer otherwise receives Products from the Company or any of its affiliates other than paying 100% in full prior to shipment from Company's facility, or Dealer becomes otherwise indebted or obligated to the Company or any of its affiliates, under this Agreement or otherwise, Dealer agrees to pay the Company on demand, or at such other time as shall be agreed to by the Company in writing, the full price for such products at which same are billed to Dealer, together with interest at a rate of 1.5% per month plus any other costs and expenses incurred by the Company, for Products purchased from the due date specified in the invoice until paid, and the full amount of any such other indebtedness and obligations.

7. Shipment, Title, Risk of Loss, Export and Compliance with Laws.

(a) Shipment, Title and Risk of Loss. All Products purchased pursuant to this Agreement shall be shipped on an Ex Works (Incoterms 2010) basis from Company's facility in West Bend, Wisconsin. Title and risk of loss and damage to the Products shall transfer from Company to Dealer immediately when the Products are made available, suitably packaged, at Company's facility. Company has no obligation to load the Products on the carrier's truck at Company's facility. In the event Company loads the Products on the carrier's truck at Company's facility, any and all damage or liability that may result shall be the sole responsibility of Dealer.

(i) The Company may "drop-ship," or ship Products directly to Dealer's customers rather than the Dealer, provided (A) Dealer's customer is notified by Dealer that delivery is made on behalf of Dealer and that the sale of such products is made by Dealer to Dealer's customer and is not made by the Company to Dealer's customer, and (B) Dealer is fully responsible to the Company for the sales price owed for the Products to be "drop-shipped." Dealer shall be responsible to the Company for all charges incurred by Company in making any "drop-shipment."

(b) Expenses. Dealer shall arrange for and bear the cost of, and Dealer shall indemnify and hold the Company harmless with respect to, all expenses, taxes, license fees and other charges incurred in connection with the pick-up and shipment of Products purchased hereunder.

(c) Export Obligations; Compliance with Applicable Laws.

(i) If applicable, Dealer shall secure all necessary governmental permits, licenses, approvals and registrations required in connection with the exportation from the United States, importation into the Area, and resale of the Products in the Area and shall provide copies thereof to Company, if requested by Company.

(ii) Dealer shall comply with all applicable laws in the United States and the Area including, without limitation, (A) the U.S. Foreign Corrupt Practices Act, (B) the U.S. Export Administration Act and all regulations issued under such Act, (C) any guidance promulgated by the U.S. Department of the Treasury Office of Foreign Assets Control, (D) all laws relating to the importation and sale of the Products in the Area, including, without limitation, all product distribution, direct sale and registration laws and/or requirements in the Area; and (E) the ethical codes and standards of the Direct Selling Association.

8. Limited Warranty. Company's sole and limited lifetime warranty for the Products is the written limited warranty ("Limited Warranty"). The Limited Warranty may be modified by Company from time to time in its sole discretion. Company's Limited Warranty to Dealer shall survive expiration or termination of this Agreement with respect to Products sold prior to such expiration or termination. Dealer shall offer its customers only the Limited Warranty, translated as necessary. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED. DEALER SHALL MAKE NO OTHER WARRANTY OR REPRESENTATION ON BEHALF OF REGAL WITH RESPECT TO PRODUCTS UNLESS AUTHORIZED IN WRITING BY REGAL. Dealer shall be liable for any warranty that is different from or additional to Company's Limited Warranty. Company shall not be responsible for any warranty that Dealer or any of its agents or employees makes concerning the Products in addition to the Limited Warranty.

9. Warranty Claims. Dealer shall receive all warranty claims made by its customers in the Area, review such claims, inspect the Products at issue and provide replacement Products for Products that are under warranty and are found to have a manufacturing defect. Dealer shall request reimbursement for Products that are under warranty and will receive a credit if Products have a manufacturing defect. Company reserves the right to inspect any Product returned pursuant to a warranty claim upon Company's request to determine whether the product has a defect and whether a credit will be issued. Dealer shall provide a replacement product and receive a credit only after Company receives and approves the warranty claim. Dealer shall be responsible for disposal of returned Products after the warranty claims have been resolved and approved by Company. Dealer will maintain records regarding warranty claims and provide copies to Company upon Company's request. Company may conduct an audit of warranty claims upon reasonable notice to Dealer.

10. Product Modifications. Company shall have the right to modify Product designs, specifications and components at any time in its sole discretion, provided, however, that Company shall notify Dealer, prior to shipment, of any major changes to Products previously ordered by Dealer but not yet delivered, in which event Dealer shall have the right to terminate such order within five (5) days after such notification by providing written notice to Company. The failure to provide written notification within the five (5) day period shall be deemed acceptance by Dealer of such changes.

11. Term of Agreement. Unless terminated earlier as provided below, this Agreement shall be effective as of the Effective Date and shall remain in effect for one (1) year. Upon expiration of the initial one (1) year term, this Agreement shall automatically renew for one (1) year and for successive additional one (1) year terms thereafter, unless Dealer or Company provides the other with written notice of nonrenewal at least thirty (30) days prior to the expiration of the then current term or otherwise terminates this Agreement as described below. The period this Agreement is in effect is referred to herein as the "Term."

12. Termination.

(a) Events of Termination.

(i) This Agreement may be terminated by either party, with or without cause, by giving the other party thirty (30) days' prior written notice.

(ii) Notwithstanding Section 12(a)(i) above, this Agreement may be terminated by Company immediately upon a breach of any of the terms of this Agreement by Dealer.

(iii) This Agreement may be terminated by a party, immediately upon written notice to the other party, if: (A) the other party ceases to exist; (B) the other party becomes insolvent, fails to pay debts when due or otherwise takes or fails to take any action that indicates an inability to pay debts when due; (C) the other party commits fraud in connection with this Agreement; (D) the other party engages in acts of bad faith; (E) the other party commits a criminal act or any act of fraud or dishonesty that is detrimental to the other party's reputation or its business, or that materially impairs the other party's ability to perform the duties required under this Agreement; (F) Dealer, including, without limitation, any and all individuals with an ownership interest in Dealer entity, fails to successfully complete a consumer report (background check) to Company's satisfaction; or (G) the other party fails to comply with any applicable law or regulation. Notwithstanding the above, to the maximum extent permitted by applicable law, this Agreement shall terminate automatically if either party makes an assignment for the benefit of creditors, becomes the subject of a receivership, reorganization, liquidation, voluntary or involuntary bankruptcy, or any similar proceeding.

(b) Effect of Expiration or Termination.

(i) Upon expiration or termination of this Agreement for any reason, Dealer shall immediately and permanently discontinue, cease, and desist from (A) using, in any advertising, sign, display, telephone directory or listing, or printed matter whatsoever, the words "authorized," "dealer," "distributor," and/or any other word or words suggesting a dealership or distributorship in connection with the word "Saladmaster"; (B) using, in any advertising, sign, display, telephone directory or listing, or printed matter whatsoever, any of the Company's tradenames, trademarks, servicemarks, tradenames, copyrights, patents, trade secrets, proprietary knowledge, or proprietary business methods; (C) using the word "Saladmaster" as part of any corporate, trade, or business name; (D) using any written reproduction or colorable imitation of the word "Saladmaster"; and (E) engaging in any other activity or practice which would tend to indicate, suggest or represent, either directly or indirectly, that Dealer is part of the Company's sales network or that Dealer is authorized by the Company to sell or service Products. Dealer shall not have any further right whatsoever to sell, ship, market, distribute or otherwise use Products bearing or otherwise incorporating the Company's trademarks. Termination or nonrenewal of this Agreement shall not operate as a cancellation of any indebtedness owed to one party by the other at the time of such termination or nonrenewal.

(ii) Upon expiration or termination of this Agreement for any reason, the Company will repurchase on reasonable commercial terms currently marketable inventory, in the possession of Dealer and purchased by Dealer for resale prior to the date of termination of Dealer's business relationship with the Company or its independent salespeople. "Reasonable commercial terms" shall include the repurchase of marketable inventory within twelve (12) months from Dealer's date of purchase at not less than 90 percent of Dealer's original net cost less appropriate set offs and legal claims, if any. Products shall not be considered "currently marketable" if returned for repurchase after the Products' commercially reasonable usable or shelf life period has passed; nor shall Products be considered "currently marketable" if the Company clearly discloses to Dealer prior to purchase that the Products are seasonal, discontinued, or special promotion Products and are not subject to the repurchase obligation.

13. Additional Obligations of Dealer.

(a) Promotional Literature. Dealer may distribute promotional literature, advertisements, or other marketing materials related to the Products (collectively, the "Marketing Materials"), subject to Company's approval at its sole discretion. The distribution of Marketing Materials by Dealer shall be in accordance with the purposes of this Agreement and all policies of the Company as such policies may be established or revised from time to time by the Company. Dealer may use art files/images/logos/content/videos created by Company, upon request, for road and office signage, sales and marketing collateral or tradeshow use. Dealer agrees that these images will be used only to promote the sale of Company-manufactured products and are not to be transferred to anyone without prior written authorization from Company. Dealer shall, upon request, provide translations of any of the Marketing Materials at Dealer's expense. Dealer's use of the Marketing Materials shall comply with Company's applicable Internet and social media policies as created or revised from

time to time. Company's approval or failure to disapprove of marketing materials shall not constitute an assumption of liability for such Marketing Materials by Company.

(b) Labels and Packaging. If applicable, Dealer shall be responsible for providing proper packaging, tags, images, graphic designs, labels, safety notices and trademark notices on the Products and Marketing Materials.

(c) Translations. Dealer shall be responsible for providing any necessary translations of applicable warranties, labels or any other documents at Dealer's expense. Dealer shall be responsible for and shall indemnify, defend, and hold Company harmless from all claims, expenses, losses and/or costs (including attorneys' fees) that arise in connection with or relate to the translation of any document or label under this Agreement.

(d) Other Trademarks. Dealer shall not include any other name, trade name or trademark along with or in place of the Company's trademarks on the Products. Should Dealer fail to comply with the preceding sentence, Dealer shall be responsible for and shall indemnify, defend and hold Company harmless against any and all costs, fees and expenses related to any claims of infringement of any proprietary right of Dealer and/or any third party arising out of or in any way connected with Dealer's use thereof.

(e) Insurance. During the Term and for a period of not less than one (1) year thereafter, Dealer shall maintain, with an insurer approved by Company, insurance on its business with limits of not less than \$1,000,000 USD per occurrence and \$2,000,000 USD in the aggregate, for bodily injury or death to any person or persons and loss or damage to any property, and shall name Company as an additional insured. Dealer's policy shall be primary and non-contributory with any similar insurance maintained by Company. The Dealer shall provide Company with a certificate of insurance evidencing the required coverage, and providing that such insurance will not be changed, altered or canceled without at least ten (10) days prior written notice to Company. If the insurance expires during the term of this Agreement, a new certificate must be received by Company at least ten (10) days prior to the expiration of the insurance. The new insurance must meet the terms of this Agreement. The obligation to provide the foregoing insurance is separate and independent of all other obligations set forth in this Agreement, and shall in no way limit Dealer's obligations under this Agreement, including, without limitation, the indemnification obligations set forth in Section 21 below. In the event of a claim, Dealer shall immediately file a loss notice with Dealer's carrier, and Dealer shall make Company aware of the claim if the claim may also name Company or Regal Ware.

(f) Interference with Sales of Others. Dealer shall not directly or indirectly interfere with existing orders for any of Company's products or other Regal Ware products from end user customers that have been procured by other Dealers of Company or Regal Ware. Dealer shall not solicit the sales personnel from any other dealer of Company or Regal Ware to perform sales functions for Dealer or to become employed by Dealer. Dealer shall only recruit personnel who are new to the cookware sales business or who have stopped selling for another Company or Regal Ware manufactured cookware sales organization for at least one (1) year.

(g) Records. Dealer shall maintain books and records which show, with respect to each Product sold or distributed by Dealer, the name and address of the purchaser, the date of sale, and any other information related to the Company's limited warranty or related to the Company's obligations or responsibilities under federal, state, or local consumer protection or safety statutes or regulations. Dealer shall retain all such books and records for at least five (5) years. Dealer shall, upon the Company's request, promptly furnish to the Company such books and records (or summaries thereof if so requested), as well as other information, including reports, answers to questionnaires, etc., in the possession or control of the Dealer, which may be requested by the Company from time to time.

14. Product Infringement. If either party observes any infringement or imitation by others in the Area of the Products provided under this Agreement, it shall promptly notify the other party.

15. Confidentiality. Dealer agrees to maintain confidentiality with respect to all proprietary and confidential information of Company, including, without limitation, information pertaining to the Products, product specifications, technical information, sales, business or financial data, and internal communications. However, information shall not be considered proprietary and confidential if such information (a) is already available to the public or becomes available to the public other than as a result of any disclosure in breach of this Agreement; (b) was available to the Dealer on a non-

confidential basis prior to its disclosure by the Company, as evidenced by the Dealer's contemporaneous written records; or (c) becomes available to the Dealer on a non-confidential basis from a third party who was not itself bound by a confidentiality or similar agreement, and who is otherwise free to disclose such information. Dealer shall protect Company's confidential information using at least the standard of care used with Dealer's own confidential information or, if higher, the standard required by applicable trade secrets laws or reasonable practices.

16. Assignment. Dealer may not assign or transfer its rights or obligations under this Agreement without written consent of the Company, which may be withheld in the Company's sole discretion. Any purported assignment that does not involve the prior written consent of the Company is voidable by the Company in its sole discretion.

17. Notices. All reports, approvals, notices, requests, demands and any other communications permitted or required by this Agreement shall be made in writing and shall be deemed to have been received if sent by email, United States mail, or a recognized international courier service to the last known address of the party to be notified, provided that any notice of a change in price may be given to Dealer by any means. Any notice shall be deemed to have been given on the date such notice is sent.

18. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR CONTINGENT DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST REVENUES, IN CONNECTION WITH THE PRODUCTS, THIS AGREEMENT AND/OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. DELIVERY DATES ARE ESTIMATES ONLY. COMPANY SHALL NOT BE LIABLE FOR DAMAGES FOR DELAYS IN DELIVERY. Dealer's sole and exclusive remedy if the Company fails to deliver any Product shall be the recovery of so much of the purchase price, if any, paid by Dealer to the Company for such Product.

19. Trademarks and Other Identification.

(a) Dealer acknowledges that Company or its affiliated companies are the exclusive owners of the Company's trademarks, as well as the trade designations, logos and trade dress (collectively "Identification") that Company uses in connection with the Products and its business. Dealer is authorized to use Identification only in the manner prescribed by Company, only in connection with the promotion and sale of Products in the Area, and only until the expiration or termination of this Agreement. Dealer shall not register or assist any other party to register any trademark, trade name or domain name that contains or closely resembles any Company Identification without first obtaining the prior written consent of Company. Dealer shall not use Identification in any unauthorized manner or in any manner that adversely reflects upon the reputation of Company or in relation to any other matter that is a breach of this Agreement. Dealer's use of the Identification shall comply with any applicable Internet or social media policies prescribed by Company. All Identification and other know-how, trade secrets and intellectual property of Company shall at all times be and remain the exclusive property of Company. Dealer may not register Company's Identification or use the Identification in its business name or otherwise, except to indicate that Dealer is an "Authorized Dealer" of the Company. Dealer acquires no proprietary interest in or rights of any kind whatsoever with respect to the Identification, know-how, trade secrets and intellectual property of Company and the authorization included in the second sentence of this Section 19 shall terminate simultaneously with the expiration or termination of this Agreement for any reason.

(b) In the event of expiration or termination of this Agreement for any reason, Dealer shall immediately discontinue use of the Identification in any way whatsoever and shall not subsequently use, either directly or indirectly, the Identification or any confusingly similar identification in a manner likely to confuse, mislead or deceive the public. Dealer agrees that any unauthorized use or continued use of the Identification shall constitute irreparable harm entitling Company to equitable relief, including injunction and specific performance, without the necessity of posting bond or proving actual damages.

20. Validation and Certification. Upon Dealer's request, Company agrees to coordinate and obtain all third party independent validations or certifications requested by Dealer with respect to the Products. Dealer shall solely bear the full costs and expenses of all such validations and certifications.

21. Indemnification. To the fullest extent of the law, Dealer shall indemnify, defend and hold Company, its shareholders, directors, managers, officers, employees, parent, affiliate and subsidiary companies, successors and assigns harmless from and against all direct or indirect losses, claims, liabilities, damages and expenses (including, without limitation, attorneys' fees and costs of collection and proceedings) in whatever form any of them may sustain as a result of or in connection with (a) Dealer's breach of this Agreement; (b) Dealer's negligent, reckless or intentional conduct or omissions; (c) statements by Dealer not specifically authorized by Company, including, without limitation, warranties not consistent with Company's Limited Warranty; and/or (d) any act, omission, or conduct of Dealer, its owners, officers, directors, employees, agents, representatives, or Distributors occurring in connection with the conduct of the Dealer's business or its activities as a Dealer hereunder, including without limitation any violation or alleged violation of any state or federal law, regulation or other illegal or actionable conduct in connection with the sale of Products in the Area or the United States.

22. Governing Law. This Agreement shall be considered as having been entered into in Wisconsin and this Agreement and any disputes related to this Agreement shall be construed, interpreted, governed by and resolved in accordance with the substantive laws of the state of Wisconsin, without regard to conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or sales made under this Agreement.

23. Resolution of Disputes.

(a) Any controversy or claim arising out of or relating to this Agreement shall be determined by binding arbitration before a single neutral arbitrator in accordance with the International Arbitration Rules of the American Arbitration Association. Such arbitration shall be administered by the American Arbitration Association. The place of the arbitration shall be Chicago, Illinois. The language of the arbitration shall be English. Judgment on any arbitration award may be entered by any court of competent jurisdiction.

(b) The prevailing party in such a dispute shall be entitled to payment by the other party of the prevailing party's reasonable costs and reasonable attorneys' fees related to the arbitration.

24. No Waiver. No waiver, at any time, of any provision of this Agreement will be deemed to be a waiver of any other provision of this Agreement. No failure or delay by either party at any time to enforce any provision of this Agreement or exercise any right or remedy pursuant to this Agreement shall be construed as a waiver or relinquishment of any such provision, right or remedy; and all provisions of this Agreement shall remain in full force and effect notwithstanding any such failure or delay.

25. Force Majeure. The failure by Company to perform this Agreement shall be excused to the extent that performance is rendered impossible by strike, fire, flood, terrorist act, governmental acts, orders or restrictions, failure of suppliers or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of Company.

26. Independent Contractor Status. Dealer is an independent purchaser and seller of the Products. Dealer has not paid or made, and is not required to pay, any fee or charge or make any investment (whether by pre-purchase of inventory or otherwise) to enter into this Agreement. Nothing in this Agreement shall cause Dealer nor any agent or employee of Dealer to be or be considered an agent, franchisee, partner, employee or representative of Company for any purpose. Dealer and its agents, employees or representatives shall not have any authority to and shall not purport to represent or bind Company in any contract with any third party, transact business or incur expenses in Company's name or on its behalf in any manner, or make any promises, representations or warranties on Company's behalf. Company has no fiduciary duty to Dealer pursuant to this Agreement or the relationship between the parties. Dealer is not required to pay, and shall not pay, to Company any fee for the right to purchase the Products or to otherwise do business with the Company. In performing its duties under this Agreement, Dealer will be an independent contractor. Dealer understands Dealer is responsible for filing all necessary income tax returns to reflect all self-employment income as required under any federal or state laws or government regulations, and it is Dealer's responsibility to report and pay those and all other taxes, including sales and use taxes applicable to the sale of Products purchased by Dealer from Company.

27. Consumer Report (Background Check). Pursuant to any authorizations Dealer has provided or will provide to Company in the future as required by applicable law, Dealer acknowledges that Company may obtain "consumer reports" and/or "investigative consumer reports" at any time during the term of this Agreement, with or without suspicion of wrongdoing.

28. Severability. If any portion of this Agreement is declared invalid or unenforceable for any reason, the remaining portions of this Agreement shall be severable and shall remain in full force and effect. Should a court of competent jurisdiction or arbitrator declare or determine any portion of this Agreement to be invalid or otherwise unenforceable, the parties agree to use their best efforts to replace the invalid or unenforceable portion of this Agreement with a provision that, to the extent permitted by applicable law, achieves the purposes intended under the invalid or unenforceable portion.

29. Authority. Each of the parties represents and warrants that it has the requisite authority to enter into this Agreement and to perform all of its respective obligations, that it is under no legal impediment that would prevent it from entering into and fully performing its obligations under this Agreement, and that it is financially capable of performing such obligations.

30. Entire Agreement/English Version. This Agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior oral or written understandings and agreements relating to such distribution, and may not be modified unless agreed to by the authorized officers of the parties in writing. The English version of this Agreement shall govern and control any translation of this Agreement into any other language.

31. Communications. Dealer hereby grants permission and consent to Company, and to those entities that are authorized by Company, to send or transmit communications (including, but not limited to, facsimiles, wireless communications, and e-mails) to Dealer and Dealer's officers, directors, employees, subsidiaries and affiliates, and their permitted successors and assigns. Such communications are not limited in content and may include advertisements, and Dealer understands that by providing such consent it may incur costs that are related to the receipt of such communications. Dealer further agrees that such communications may be sent to any telephone number or electronic media provided by Dealer.

32. Survival. The following Sections shall survive expiration or termination of this Agreement: 1(a)(iii), 8 (i.e., the Limited Warranty), 9, 12, 13, 15, 16, 17, 18, 19(b), 21, 22, 23, 24, 25, 26, 28, 30, 31 (for as long as Dealer has the right to continue selling Products pursuant to Section 12 above), 32 and 33. In addition, expiration or termination of this Agreement shall not relieve a party from any payment obligation or other liability arising hereunder prior to such expiration or termination.

33. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument. Facsimile, "pdf" or electronic signatures shall be binding for the purposes of executing this Agreement.

34. Brand Standard Guidelines. By signing this Agreement, Dealer acknowledges receipt of the Company's Brand Standard Guidelines, and Dealer agrees to be bound by its terms.

35. Code of Ethics. By signing this Agreement, Dealer understands that Saladmaster is a member of the Direct Selling Association and provides certain assurances under the Direct Selling Association Code of Ethics (<http://www.dsa.org/code-of-ethics/overview>), including provisions dealing with the return of inventory. Dealer agrees to be bound by the terms of the Code of Ethics.

Attachment A, Personal Guaranty Agreement, is attached and incorporated herein.

ATTACHMENT A

PERSONAL GUARANTY AGREEMENT

1. Guarantor being the owner of the Dealer's Business ("Dealer") in consideration of the execution and delivery by Saladmaster, a division of Regal Ware, Inc. ("Company") of the Dealer Agreement of even date herewith ("Agreement"), hereby unconditionally guarantees, without offset or deduction, the prompt payment and performance when due of all indebtedness, obligations, and liabilities of any kind of the Dealer to the Company ("Indebtedness").

2. Guarantor personally, irrevocably, and unconditionally guarantees to Company the due and punctual performance of all obligations of Dealer contained in the Agreement and shall pay Company any sum of money which Dealer shall at any time be liable to pay to Company under or pursuant to the Agreement. Guarantor shall remain liable under this Guaranty regardless of whether Dealer is found not liable thereon for any reason.

3. This Guaranty is, and shall be available to the successors and assigns of Company and is, and shall always be fully binding upon the heirs and legal representatives of Guarantor.

4. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Indebtedness is rescinded or must otherwise be returned by the Company upon the insolvency, bankruptcy, or reorganization of Dealer or otherwise, all as if such payment had not been made.

5. This Guaranty is an absolute, complete, and continuing one and it is expressly agreed that the liability of Guarantor for payment and performance of the Indebtedness guaranteed hereby shall be primary and not secondary. The Guarantor warrants that it will not transfer assets or use marital property law or any other law or legal proceeding or legal structure or organization to avoid payment of said Indebtedness. If Guarantor attempts to avoid payment of Indebtedness and/or attempts to shield its assets in anyway, Guarantor agrees to pay twice the amount of the Indebtedness to the Company as liquidated damages.

6. If Guarantor fails to pay the Indebtedness within thirty (30) days of written notice being sent to Guarantor by the Company of Dealer's failure to pay any Indebtedness, Guarantor shall pay the Company's reasonable costs and attorneys' fees incurred in collecting said Indebtedness plus interest as may be determined in appropriate legal proceedings.

7. Any notice or demand to Guarantor under this Guaranty may be given and shall be deemed received upon the deposit thereof in writing, duly stamped and addressed to Guarantor at the address of Guarantor set forth in the Agreement, in the United States mail or recognized international courier service, but actual written notice, however given or received, shall always be effective.