



The SMART Buying Group Manufacturer/ Distributor/ Service Company Free Membership Agreement

A-Z Media Group, Inc./ The SMART Buying Group	Member: _____
6965 El Camino Real #105-234	Address: _____
Carlsbad, CA 92009	City, State, Zip: _____
T. 760-929-7090	Contact: _____
F. 760-496-2881	Phone: _____
Corp. Contact: NSnow@a-z.com	Email: _____
Account Rep: Sherry Chapman, Mfg. Consultant	Fax: _____
T. 760-929-7090	Website: _____
Email: schapman@a-z.com	

This Membership Agreement by and between The SMART Buying Group (“TSG”), a wholly owned subsidiary, of A-Z Media Group, Inc. and _____ (“MEMBER”), is effective beginning _____ with reference to the following facts:

1. Membership Benefits and Responsibilities

- MEMBER shall have first right of refusal to participate in Buyer Showcase events (applicable fees will apply).
- MEMBER shall have first right of refusal for sponsorships within The SMART Store (applicable fees will apply).
- MEMBER agrees to offer the same or higher discount to SMART Members as currently providing thru other buying groups or retailer loyalty programs. See **Attachment A** for MEMBER’s specific program details.
- MEMBER agrees to maintain confidential TSG’s membership and business methodologies.
- MEMBER agrees to be respectful to all those within TSG and the industry of which we are a part.

2. Membership Fees, Agreement Term and Cancellation Policy

There is no charge for MEMBER to participate in the Free SMART Group membership program. MEMBER or TSG may terminate this agreement at any time with 30 (thirty) days written notification.

3. Business Practices

TSG does not and will not engage in the following business practices:

- Product, service or manufacturer bans of any kind.
- Exclusion of any retailer or manufacturer.
- Protection of territories, regions or local markets.

4. Miscellaneous

- No Partnership. TSG and MEMBER do not, by this Agreement or otherwise, create any partnership or agency relationship. MEMBER will indemnify and hold TSG harmless against any claims of liabilities.
- Modification/Waiver. This agreement shall not be modified or amended except in writing by each of the parties expressly setting forth the nature of any such amendment or modification.
- Entire Agreement. This Agreement, inclusive of Attachment A, constitutes the entire understanding of the parties. There are no other oral or other written agreements between the parties concerning the subject of this Agreement and Attachment A. This Agreement shall constitute a binding obligation between the parties.
- Publications. By signing this agreement, MEMBER authorizes TSG to use its logo in SMART Group publications.
- Governing Law; Compulsory Arbitration; Waiver of Trial by Jury. This agreement shall be governed by and interpreted in accordance with the laws of the State of California, including all matters of construction, validity, performance and enforcement, without giving effect to principles of conflict of law. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof shall be settled by arbitration in accordance with rules of the American Arbitration Association, and judgment on the award rendered may be entered in any court having jurisdiction. Arbitration proceedings shall be conducted in Carlsbad, California. THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY ARBITRATION APPLYING THE APPLICABLE LAWS OF THE STATE OF CALIFORNIA. THEREFORE, AND WITH THE UNDERSTANDING THEY ARE WAIVING A CONSTITUTIONAL RIGHT, THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO, THIS AGREEMENT OR ANY RELATED DOCUMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

The SMART Buying Group	Member: _____
Signed: _____	Signed: _____
Name: Sherry Chapman	Name: _____
Title: Senior Manufacturer Consultant	Title: _____
Date: _____	Date: _____

This Agreement is effective upon signing by a corporate officer of The SMART Buying Group

The SMART Buying Group
 Signed: _____
 Name: Dennis Conforto
 Title: CEO
 Date: _____



Attachment A to The SMART Buying Group Membership Agreement

A-Z Media Group, Inc./The SMART Buying Group	Member:	_____
6965 El Camino Real #105-234	Address:	_____
Carlsbad, CA 92009	City, State, Zip:	_____
T. 760-929-7090	Contact:	_____
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Corp. Contact: NSnow@a-z.com	Email:	_____
Account Rep: Sherry Chapman, Mfg. Consultant	Fax:	_____
T. 760-929-7090	Website:	_____
Email: schapman@a-z.com		

This Addendum to The SMART Buying Group Membership Agreement by and between The SMART Buying Group and _____ ("MEMBER") is effective beginning _____.

As a member of The SMART Buying Group, MEMBER may offer one or more discount, display, co-op advertising, or return programs to SMART Retailer Members. These programs can be viewed only by SMART members. MEMBER agrees to provide discounts and loyalty programs to SMART Retailer Members as follows:

1. Minimum Discount Programs (Required)

At a minimum, MEMBER agrees to offer one or more discount programs to SMART Retailer Members. **Please checkmark the discount program(s) you will provide and fill in the details.**

- MEMBER will provide a standard _____% discount to SMART Retailer Members.
- MEMBER will provide a discount program to SMART Retailer Members as follows: _____

2. Additional Retailer Loyalty Programs (Optional)

MEMBER's Retailer Loyalty Program can consist of up to five additional principals that are used to promote growth in sales and profits for the retailer and MEMBER. **Please checkmark the additional Retailer Loyalty Programs you will offer to SMART Retailer Members and fill in the details.**

- 1. **Co-branding of Retail Display Space.** Indicate your **MPV** retail square footage requirement to properly display your products.
 - **Minimum** _____ sq. ft.
 - **Primary** _____ sq. ft.
 - **Visionary** _____ sq. ft.
- 2. **Individual Performance-Based Discounts.** MEMBER provides a volume discount rate based on a retailer's individual performance (discount beyond the required SMART Buying Group discount).
 - Volume Range 1 \$ _____ – \$ _____ Discount _____%
 - Volume Range 2 \$ _____ – \$ _____ Discount _____%
 - Volume Range 3 \$ _____ – \$ _____ Discount _____%
 - Volume Range 4 \$ _____ – \$ _____ Discount _____%
 - Volume Range 5 \$ _____ – \$ _____ Discount _____%
- 3. **Matching Advertising Co-op Funds.** _____% matching funds up to _____% of purchases, used within _____ months before they are forfeited.
- 4. **Co-op Ad Books.** MEMBER provides SMART Member Retailer a book of approved ads for their brands and products to improve advertising productivity.
- 5. **Clearance Center Program.** MEMBER discounts non-performing products in SMART Retailer Member's inventory, but only when retailer has purchased new products from MEMBER to use in their retail brand display area.

IN WITNESS WHEREOF, the parties have executed this Attachment as of the day and year written above.

The SMART Buying Group

Signed: _____

Name: Sherry Chapman

Title: Senior Manufacturer Consultant

Date: _____

Member: _____

Signed: _____

Name: _____

Title: _____

Date: _____

This Attachment is effective upon signing by a corporate officer of The SMART Buying Group

The SMART Buying Group

Signed: _____

Name: Dennis Conforto

Title: CEO

Date: _____