



Member Profile / Payment Form

All information provided on the Member Profile / Payment form is held in complete and strict confidence and will not be shared with anyone outside of the Network Office.

Business Name _____ dba _____

Ship to Street Address _____ PO Box _____ PO Zip _____

City _____ State _____ Zip Code +4 _____

Owner's Name _____ Primary Contact _____ or same as owner

Email _____ Primary Contact Email _____

Phone _____ Fax _____ Cell _____ Website _____

<p>What is the primary focus of your business - check all that apply</p> <p><input type="checkbox"/> Designer <input type="checkbox"/> Decorator <input type="checkbox"/> Home Based <input type="checkbox"/> Fabricator</p> <p><input type="checkbox"/> Stager <input type="checkbox"/> Re-Designer <input type="checkbox"/> Installer <input type="checkbox"/> Retail Location</p> <p><input type="checkbox"/> Workroom and Retail <input type="checkbox"/> Workroom to the Trade</p> <p>Do you accept Credit Cards <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual Sales \$ _____ Window Covering Sales \$ _____</p>	<p>Primary Products & Services you offer - check all that apply</p> <p><input type="checkbox"/> Hard Window Treatments <input type="checkbox"/> Draperies / Soft</p> <p><input type="checkbox"/> Accessories <input type="checkbox"/> Flooring <input type="checkbox"/> Wallpaper <input type="checkbox"/> Furniture</p> <p><input type="checkbox"/> Paint Do you specify paint? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Paint Brands _____</p> <p>Other _____</p>
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Pay by Check Make check payable to: America's Window Covering Buying Network Payment is U.S. Dollars

Pay by Credit Card _____ / _____ \$ _____

Credit Card Number Expiration Date Security # Amount to Charge

mm / yy U.S. Dollars

MasterCard Visa America Express Discover Card

Billing Name on Card _____

Billing Street Address _____ City _____ State _____ Zip _____

I authorize America's Window Covering Buying Network to charge my initial membership fee of \$180 on the above charge card. Annual Membership Fee is for a 12 month period. My anniversary date is based on the payment date of my membership fee. Payment must be completed by my anniversary date or I face loss of membership.

Authorized Credit Card Signature Print Name Date

All spaces must be completed in order to process your credit card. Insufficient information will delay processing.

Mail or Fax your completed forms to America's Window Covering Buying Network - Attn: Marilyn Meyer

America's Window Covering Buying Network • 28100 N. Ashley Circle #109 • Libertyville, IL 60048
Phone: 847-281-3152 Fax: 847-918-1182



The Network™ Agreement

The Network Agreement (the “Agreement”) is entered into as of the date below by and between America’s Window Covering Buying Network (“The Network”) and the undersigned Member (collectively, “the parties”). In consideration of the mutual promises of the parties set forth below, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the undersigned parties agree and contract as follows:

1. Member, _____ (legal company name) covenants and agrees to become affiliated with America’s Window Covering Buying Network Program (The Pro-gram) set forth on Exhibit A, a copy of which is attached and incorporated by reference.
2. The Member covenants and agrees to timely pay all membership fees annually on their anniversary date. The Membership Fee Schedule is guaranteed for a full year and may be revised on a yearly basis with a Thirty (30) day written notice by The Network to Member.
3. The Network covenants and agrees to timely render the services of The Programs as set forth on Exhibit A.
4. This Agreement is an annual contract and it automatically renews on the Membership Anniversary date unless either party gives written notice of cancellation via registered mail at least Sixty (60) days prior to the anniversary date.
5. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws rules.
6. This Agreement is transferable by The Network and may be assigned by it to others. This Agreement may be assigned by the Member to others only with the written approval of and acceptance by The Network, which shall not be unreasonably withheld.
7. This Agreement sets forth the entire understanding and supersedes all prior oral or written agreements among the parties relating to the subject matter of the Agreement, and merges all prior and contemporaneous discussions among them.

If you are in agreement with the terms and conditions of this contract, please indicate so by signing below.

Officer / Owner

Allan W. Meyer, President

Date

Date



Confidentiality Agreement

As a condition to the willingness of America's Window Covering Buying Network ("The Network") to provide to you, the Member, with confidential and proprietary information concerning The Network, including personal internet access codes to the restricted members only section of The Network's website which, in turn, contains confidential and proprietary data concerning the corporation, including and not limited to manufacturer group purchasing programs, promotional pricing, marketing and promotional programs, newsletters, bulletins and membership directory, you understand and agree as follows:

1. Confidentiality. Neither you nor any of your officers, directors, employees or agents will directly or indirectly, use for his or her own benefit, or divulge or disclose to or use for the benefit of any other person, partnership, association, corporation or other entity any Confidential Information (as defined in Paragraph 2).
2. Definition of Confidential Information. As used herein, the term "Confidential Information" shall be deemed to mean any and all information of whatever nature relating to The Network and its business, including, without limitation, your personal internet access codes, identity of The Network members, it's method of operations, financial data, sources of supply, manufacturer program purchasing details, rebate information, promotional vehicles, knowhow, pricing information, agreements, techniques, formats and procedures, and any information regarding its business.

Notwithstanding the foregoing, the term "Confidential Information" shall not include any information that:

- (a) was previously known to you prior to joining The Network;
- (b) is or becomes publicly known through no wrongful act of yours or of any of your officers, directors, employees or agents;
- (c) is rightfully received by you from a third party who is not bound by similar restrictions and without breach of this or a similar agreement;
- (d) is approved for release by written authorization of the owners of The Network";
- (e) is disclosed pursuant to the requirements of a governmental agency or by operation of law.

3. Injunctive Relief. You agree that the restrictions described above are the minimum such provisions necessary to protect The Network and its successors and assigns, that damages cannot adequately compensate The Network in the event of a violation of this Confidentiality Agreement, and that in such event injunctive relief would be essential for the protection of The Network's legitimate business interests. Accordingly, you agree and consent that, in the event of a violation or breach of any provision of this Confidentiality Agreement, The Network shall be entitled to obtain injunctive relief against you, in addition to such further or additional relief as may be available at law or in equity. In the event of the entry of such injunction, your sole remedy shall be the dissolution of such injunction, if warranted upon a hearing duly had (all claims for damages by reason of the wrongful issuance of any such injunction are expressly waived by you). Seeking such an injunction by The Network shall not be considered an election of remedies or a waiver of any right by The Network to assert any other claims or seek any other remedy or remedies to which The Network may have at law or in equity.
4. Governing Law. This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws rules.
5. Entire Agreement. This Confidentiality Agreement sets forth the entire understanding and supersedes all prior oral or written agreements among the parties relating to the subject matter of this Confidentiality Agreement, and merges all prior and contemporaneous discussions among them.

If you are in agreement with the terms and conditions of this Confidentiality Agreement, please indicate so by signing in the space provided below and returning this form to America's Window Covering Buying Network.

Officer / Owner

Allan W. Meyer, President

Date

Date

Exhibit A

1. Purchasing Program

- a. Provide direct ordering to vendor Purchasing Programs
- b. Program Data Sheets provide group vendor program details
 - Data Sheets are provided to each member within the secure member portion of The Network™ website.
 - Data Sheets are continually updated on the website.
- c. The Network™ continually works to find new manufacturer group programs where necessary and beneficial to the members.

2. Product Promotions

- a. Develop and implement product promotions
- b. Promotions distributed via Newsletters, website and e-mail

3. Website

- a. Maintain a Website for America's Window Covering Buying Network members
- b. Publish on website
 - all manufacturer program data sheets
 - product promotions
 - promotional buying calendars
- c. Membership directory
- d. Manufacturer website links

4. Newsletters

- a. Produce and distribute The Network Newsletters to the membership
- b. Post newsletters on America's Window Covering Buying Network website

These services can be modified, deleted and added to with written notification to all active Network members 30 days prior to any such modification.

