

1. Company Name: _____
2. Contact Name(s): _____ Title: _____
3. Billing Address: _____
4. City: _____, State: _____, Zip: _____
5. Shipping Address: _____
6. City: _____, State: _____, Zip: _____
7. Phone: (_____) - _____ - _____, Fax: (_____) - _____ - _____
8. Email Address: _____
9. License #: _____
10. Tax I.D.#: _____
11. Workers Comp. #, Carrier: _____
12. Liability Ins. #, Carrier: _____
13. Principal business specialties: _____
14. Years in business: _____
15. Incorporated: Y N State Incorporated: _____
16. Number of employees: _____ office _____ field technicians.
17. Do you provide weekend or 24hr service for emergencies or otherwise: Y N
18. Please list 3 customer references and phone numbers:

19. Please list 3 business references and phone numbers:

The above information is correct..

Signature: _____ Date: _____

Please fill out application completely and return via fax to 541-899-1762

This Agreement is effective _____ between _____ (hereinafter “Installer”) with its principal place of business at _____ and Rain Technologies Inc. (hereinafter Rain Technologies), with its principal place of business at 215 S. Fourth Street, Jacksonville, OR 97530.

The parties agree as follows:

Rain Technologies Inc. agrees to:

1. Provide a renewable user license for use of our process patent.
2. Provide RainTube at certified installer pricing FOB our factory.
3. Limit installers to properly licensed and insured installers.
4. Provide marketing artwork and templates at no cost.
5. Provide sales and installation training manuals.
6. Provide quality control tools and feedback reports.
7. Provide lifetime warranty on material to be free of defects. There are *no other* Rain Technologies warranties, express or implied, as to this product, including merchantability or fitness for a particular purpose.
8. Provide ongoing installer support including;
 - a. Maintaining an interactive/informational website for RainTube.
 - b. Providing an installer locator listing on our website.
 - c. Providing RainFormer machines for purchase.
 - d. Providing professional classroom sales and installation training.
 - e. Providing various marketing materials, sales forms and tools for purchase.

Installer agrees to:

1. Sell and install RainTube systems using only genuine RainTube products.
2. Address callbacks and honor warranty repairs quickly.
3. Maintain required business and licensing and provide certificates of insurance for liability and workers compensation annually or as otherwise requested by Rain Technologies. Installer will furnish and maintain workers compensation insurance as required by law and a general liability policy naming Rain Technologies Inc. as an additional insured and providing all coverage’s usual to such a policy to limits of \$1,000,000 per occurrence, including general liability, products-completed operations, and products coverage’s

(continued)

4. Have at least one key employee attend training. All training cost(s) and all expenses incurred associated with training to be paid by “installer”, unless otherwise agreed upon in writing.
5. Use only sales and installation employees that have been properly trained and certified.
6. Maintain subscription to annual support (includes user license, website listing, unlimited turnover staff training at HQ, lead forwarding from call center and QC reporting).
7. Provide data on any changes in the business within 30 days (changes in phone numbers, addresses, licenses, ownership, managers etc.)
8. Arbitration and **Limitation of Liability**: Any controversy or claim will be resolved through mandatory and binding arbitration by a single arbitrator and conducted in Jackson County, Oregon. The liability of Rain Technologies does not include loss of profits or economic opportunity.
9. Installer covenants that it will defend and indemnify Rain Technologies in any claim for bodily injury or property damage arising out of any work or installation, including related products liability claims, performed by installer even if any of the allegations of the suit are groundless, false, or fraudulent. Installer will defend Rain Technologies and hold it harmless from any claim or liability arising from any activity of installer.

In the event of a disagreement, both parties agree to arbitration.

This contract is terminable at will by either party without damages.

This Agreement is effective on the date specified above and will remain in effect on a year to year basis.

Rain Technologies Inc.

Company: _____

Signed: _____

Signed: _____

Date: _____

Date: _____



Standard Non Disclosure Agreement

This Agreement is effective _____ between _____ (hereinafter "Receiving Party") with its principal place of business at _____ and Rain Technologies Inc. (the Disclosing party) a for-profit corporation formed under the laws of the State of Delaware, with its principal place of business at 215 S. Fourth Street, Jacksonville, OR 97530.

The parties agree as follows:

1. **Confidential Information** is defined as any information, whether written or verbal, of either party hereto, (the Disclosing party) which is disclosed to or observed by the other party (the Receiving Party) in connection with or as a result of the evaluation of any possible transaction between Rain Technologies Inc., and (name of client) and which is, at the time of disclosure, marked as being Confidential or Proprietary, or is reasonably identifiable as confidential, proprietary information of the Disclosing Party. Such Confidential Information may include, but is not limited to, business plans, forecasts, content, processes, projections or analysis, software, hardware, product, or system designs, specifications, documentation, code, structure, or protocols. Confidential Information that is disclosed verbally will also be included as proprietary. If disclosed verbally, such Confidential Information shall be reduced to writing within fifteen (15) business days.
2. Unless expressly authorized in writing by the Disclosing Party, the Receiving Party agrees to retain the Confidential Information in confidence and shall not copy or disclose the Confidential Information to or use the Confidential Information for the benefit of any third party. Confidential Information shall only be disclosed to the Receiving Party's employees and, even then, only to the extent that such employees have a specific need to know of the confidential information, for the evaluation of the proposed transaction. Before receiving any part of the Confidential Information, Receiving Party's employees shall be required to read this Non-disclosure Agreement and, by receiving such Confidential Information, such employee shall acknowledge and agree to abide by the Receiving Party's obligations hereunder.
3. Notwithstanding any other provisions of the Agreement, each party acknowledges that Confidential Information shall not include any information which:
 - a. was known to the Receiving Party prior to the disclosure hereunder;
 - b. was received from a third party not under an obligation of confidence to Receiving Party;
 - c. is in the public domain at the time of disclosure hereunder or subsequently entered in the public domain without the fault of the Receiving Party;
 - d. has been independently developed by an employee of the Receiving Party that has not had access directly or indirectly to Proprietary Information, and Receiving Party can substantiate any claim of independent development by written evidence; or
 - e. is required to be disclosed by law.
4. Either party will be relieved of its obligation hereunder it, and to the extent, that Confidential Information is explicitly approved for release by written authorization of the Disclosing Party.
5. Each party shall agree upon the request of the Disclosing Party to return to the Disclosing Party all Confidential Information and supporting documentation provided to the Receiving Party. One copy of such documentation shall be retained by Receiving Party for archival/legal purposes.
6. No license, express or implied, in the Confidential Information is granted to either party other than to use the information in the manner and to the extent authorized by this Agreement. Each Party shall retain the title and full ownership rights to their respective "Confidential Information".
7. This Agreement is effective on the date specified above and will remain in effect for a period of three (3) years.

Agreed:

Rain Technologies Inc	Company: _____
Signed: _____	Signed: _____
Date: _____	Date: _____