



PFP INTRODUCTION LETTER

AMERICAN SOLUTIONS FOR BUSINESS / CANADIAN SOLUTIONS FOR BUSINESS

Dear Valued Vendor,

Thank you for the opportunity to present information regarding our Partners for Progress (PFP) program. It was developed by and for our vendors and has evolved into a successful program through which vendors who join have the opportunity to experience increased sales and enhanced relationships with our sales associates.

Our Partners for Progress (PFP) program is really a “prompt pay” program. We believe there’s significant value to vendors to receive their money fast and from a company that is financially strong. Our model was built around the prompt pay structure. As a company, we operate much like a bank in that we support entrepreneurs (Sales Associates) who receive the lion’s share of the gross profit. The home office’s share of the gross profit goes toward growing the company by offering tools and solutions to the sales associates for their customers. Our success is based on the “other income” category, which is largely made up of the “prompt pay” discounts. Thus, we have set up the Patriot level of our PFP program at 5% - 20 days.

We continue to see a consistent increase in the number of salespeople interested in making a change to American Solutions for Business and Canadian Solutions for Business. The Partners for Progress program has been designed to help vendors like you maximize their exposure to our sales associates, while providing a centralized point for billing, quicker payment and improved efficiency through the use of integrated technology.

In the Enrollment forms there are two letters of understanding. The first is for American Solutions for Business (American or ASB) and Canadian Solutions for Business (CSB), and the second is for American Diversity (AD). CSB is a wholly owned subsidiary of ASB. ASB and CSB share administrative services, with ASB generally selling to US-based customers and CSB generally selling to Canada-based customers. ASB has a “teaming alliance” with AD for the situations where a US-based customer either prefers or requires that business be run through a diversity-owned company.

We are constantly looking for ways to add value for vendors who join the Partners for Progress program. If you have any questions or suggestions, please call Vendor Relations at: 877-250-8446 or send us an email at: vendor_relations@americanbus.com

To learn more about us, visit:

- American Solutions for Business: www.americanbus.com
- Canadian Solutions for Business: www.canadianbus.com
- American Diversity: www.americandiv.com

On behalf of our teams, we thank you in advance for your consideration, participation, and support.

Sincerely,

Larry A. Zavadil
Founder and CEO

Justin Zavadil
President

Taylor Borst
VP of Marketing & Vendor Relations

PARTNERS FOR PROGRESS (PFP) PROGRAM

We're proud to express that much of our success comes from the outstanding relationship with our vendors. As a vendor you may ask, "What advantages are there for my company?"

PROMPT PAY & STABILITY

Our Partners for Progress vendors receive their invoice payments QUICKER. This means improved cash flow for your company, which has value. The payments are made by one of the most stable companies in the industry. Our founder, Larry Zavadil, is still the active CEO and chairman of the board and has maintained this payment philosophy since day one.

PROBLEM RESOLUTION

As a part of our Business Protection Program (BPP), the quality improvement process was designed to help resolve issues in a more efficient, timely and fair manner. In the first 30 days, issues are documented, responsibility is determined, and resolutions are agreed to. The Business Protection Program was developed to minimize Sales Associates' financial risk. In January 2008, the BPP added coverage for sales errors so that vendors no longer had to deal with the uncomfortable request for "help" from a Sales Associate who made a mistake. If you (the manufacturer) have done everything right, you SHOULD NOT BE ASKED to help out financially. Because the BPP now covers sales errors, all you have to do is contact American's Vendor Relations department, and we will take care of the situation.

PROFIT

- A. Our program emphasizes a prompt pay structure. Per our model, this "other income" is our bottom line profit. By utilizing our Patriot Vendors, the sales associates give priority to those vendors.
- B. Sales associates are incentivized to use PFP suppliers based on level of participation.

POWERFUL EXPOSURE

A key to receiving more business is being a vendor who comes to mind first. As a Patriot vendor, not only will you receive a priority listing, but we can help you market your company within ASB and CSB, bringing you more exposure to our sales associates and their customers.

The Patriot PFP benefit sheet outlines the summary of benefits that you can expect to receive. Our goal is always to simplify and streamline processes, while trying to keep it simple. By handling each transaction at the time of payment, rather than processing rebates, it's easier for everyone to understand and deal with. We are open to listening and working with you, but we ask you to remember when it comes to paying the invoice, we are the customer. We hope you understand our model and we look forward to doing business.

NOTICE TO VENDORS

Our operations team has an automated filing system to assist with promptly and accurately processing daily internal billing and paying vendor invoices.

Vendor invoices that do not meet the following requirements fall out of the automated stream and run the risk of being paid late or being returned to the vendor.

To streamline the automated process and allow prompt payment of invoices, American Solutions for Business (ASB) and Canadian Solutions for Business (CSB) vendor invoice requirements are as follows:

- Vendor name and remittance address must be clear on all vendor invoices.
- If your company participates in ASB's or CSB's Partners for Progress (PFP) program, vendor invoice terms must be consistent with your company's PFP agreement on file. Payment terms are taken from the date your invoice is received into American's mailroom.
- An ASB or CSB Purchase Order (PO) number is required on every ASB or CSB order and must be identically noted by the vendor on their invoice. Please include the hyphens (-) in the PO number.
- One vendor invoice per ASB or CSB purchase order and/or per ASB or CSB sales associate.
- American Solutions for Business' or Canadian Solutions for Business' name, address and account number must be noted on all vendor invoices.
- All invoices are requested to be delivered electronically within one day of invoice date.
- Vendor invoices received into our mailroom 30 days past the invoice date or order ship date will be reviewed for payment/nonpayment.
- Credit Memos must reference the original ASB or CSB PO number.

Electronic invoicing is the preferred method of receiving Invoices for ASB and CSB:

Email - Invoices can be sent as PDF's, TIFF's or Microsoft Word Documents. Please enter your company name and invoice number in the email subject line and send to: mailroom@americanbus.com for both ASB and CSB orders.

For payments, ASB and CSB provides the following options:

- Virtual Credit Card for USD Funds only (Preferred Method)
- ACH (Automated Clearing House) or EFT (Electronic Funds Transfer)
- ASB's or CSB's company check

Vendor invoices that are unable to be processed due to non-compliance with any of the above requirements are subject to non-payment and may be returned. Due to the increased time of receiving invoices via mail, discounts are subject to be taken when invoice is received.

If you have any questions, please contact Vendor Relations at 877-250-8446 or vendor_relations@americanbus.com.

Thank you for your help!
Vendor Relations Team



VENDOR TERMS & CONDITIONS

AMERICAN SOLUTIONS FOR BUSINESS / CANADIAN SOLUTIONS FOR BUSINESS

American Solutions for Business (“American” or “ASB”) and Canadian Solutions for Business (“CSB”) have a concern for equality in product, packaging, delivery and invoicing. American and CSB require that each party supplying goods or services to American or CSB (“Vendor”) adhere to the following instructions and terms, which are incorporated into every Purchase Order.

1. Invoices—All invoices to ASB or CSB are to be emailed to mailroom@americanbus.com.
2. Sales Associate Level of Authorization—Authorization under a purchase order is limited to the specific terms and conditions set forth in these terms and conditions. ASB’s and CSB’s sales associates do not have the authority to commit ASB or CSB to any contracts or agreements beyond the scope of an approved purchase order. Any contract or agreement outside the scope of an approved purchase order must be signed and approved by an officer of ASB or CSB to be valid.
3. Purchase Order Number—The ASB or CSB purchase order number and the customer purchase order number must appear on the invoice and the packing slip.
4. Packing Slip—Packing slips must be included in all shipments and at least one copy must state “order completed” and the purchase order number(s).
5. Samples and Acknowledgments—Please send all samples and acknowledgments directly to the sales associate.
6. Sales Tax—In the United States, all merchandise is for resale and not subject to state sales tax. ASB’s Minnesota sales tax number is 4048578 and HST number is 87780 5531 RT0001. CSB’s HST number is 74739 7552 RT0001
7. Delivery Labeling—ASB or CSB will furnish labels upon request for shipping. Mark all cartons, bills of lading and delivery slips with shipper as noted.
ASB: American Solutions for Business, 31 East Minnesota Ave., Glenwood, MN 56334
CSB: Canadian Solutions for Business, 130 Adelaide Street West, Suite 3300, Toronto, Ontario M5H 3P5, Canada

The following should appear on all labels: customer purchase order number, sales purchase order number, name of item, quantity, carton numbers, and inventory number (if applicable). Any additional information that aids in identifying the item should also appear.
8. Delivery Location—Unless otherwise specified on the purchase order, deliveries must be made to “SOLD TO” unless “SHIP TO” is completed.

9. Stub Imprints—Stubs should include the following:
ASB: American Solutions for Business 800-862-3690, unless noted on order.
CSB: Canadian Solutions for Business 800-721-7005, unless noted on order.
10. Quantity—It is not always possible to manufacture the exact quantity order, therefore, it is agreed that overruns and underruns of not more than 10% on custom orders and not more than 5% on promotional product orders will be accepted unless agreed upon in advance.
11. Pre-payment—As a normal course of business, ASB and CSB do not make prepayment.
12. Payment—If Vendor participates in ASB's or CSB's Partners for Progress (PFP) program, Vendor invoice terms must be consistent with Vendor's PFP agreement on file. Payment terms are taken from the invoice date or date the invoice is received into ASB's or CSB's mailroom, whichever is later. Vendor invoices received into mailroom 1 year past invoice date will not be paid. ASB or CSB will make every attempt to pay Vendor within the agreed upon terms. Vendor acknowledges that circumstances beyond ASB's and CSB's control, including, but not limited to, slow mail service and loss of the invoice, may delay payment. Accordingly, Vendor agrees that any payment issued within seven (7) business days of the original due date will be considered timely for all purposes, including, but not limited to, any prompt-pay discounts under the PFP program.
13. Exclusions - the agreed upon discount under the PFP payment terms excludes postage, freight, handling, operating expenses (rent, equipment, inventory costs, marketing, payroll, insurance, and funds allocated for research and development), and prepaid gift cards. Full discounts are taken on Cost of Goods Sold (COGS). This includes all name brands (unless clearly documented as exclusion) and all costs directly tied to the production of the products including cost of labor, materials, warehousing, set up fees and manufacturing overhead.
14. Extra Charges—No additional charges of any kind (e.g., boxing, packing, cartage or other extras) will be allowed unless specifically agreed to in writing in advance.
15. Price—If a price is not stated in the Purchase Order, the vendor is required to contact sales associate to confirm current pricing. This order may not be filled at a higher price than last quoted or charged without ASB's or CSB's specific written authorization.
16. Applicable Laws—Vendor agrees that all goods supplied by Vendor have been and will be manufactured, supplied, sold, and priced in compliance with all, and not in violation of any, federal, state, provincial, and local laws, ordinances, rules, and regulations. Without limiting the foregoing, Vendor agrees that: (a) all goods will be produced in compliance with the Fair Labor Standards Act, the Employment Standards Act, 2000, S.O. 2000, c 41, or equivalent state or provincial statute; (b) all goods comply with the Consumer Product Safety Act, as amended, the Canada Consumer Product Safety Act ("CCPSA"), as amended, and all similar laws enforced by the U.S. Consumer Product Safety Commission or Health Canada, or the goods are not subject to any rule, standard or other regulation of the U.S. Consumer Product Safety Commission or Health Canada; (c) all goods comply with California's Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and the Consumer Packaging and Labelling Act ("CPLA") and all regulations implementing Proposition 65 or the CPLA, Vendor is and will be responsible

16. *(continued)* for the labeling or other warnings required by Proposition 65 and the CPLA and their respective implementing regulations, Vendor assumes full responsibility for any damages, claims or liabilities arising out of or related to Proposition 65 or the CPLA, and Vendor agrees to indemnify, defend, and hold harmless ASB and CSB, their directors, officers, employees, representatives, subsidiaries, affiliates, and agents from all damages, claims, liabilities, costs, and expenses arising out of or related to Proposition 65, the CPLA, and their respective implementing regulations; (d) Vendor will provide a General Conformity Certificate for all goods for which such a certificate is required; and (e) Vendor's goods will meet or exceed Consumer Product Safety Improvement Act ("CPSIA") standards and CCPSA standards as they become effective and will accept returns of all goods that are not compliant with the CPSIA or the CCPSA and their respective implementing rules and regulations at Vendor's sole cost and expense.
17. **Warranty Specifications**—Vendor expressly warrants that all goods and services supplied by Vendor to ASB or CSB will be in exact accordance with the applicable purchase order, description or specification provided by ASB or CSB, will be free from defects in material and/or workmanship and will be merchantable. Such warranty shall survive delivery and shall not be deemed waived either by ASB's or CSB's acceptance of said goods or services or by payment for them. Any deviations, exceptions, or alterations from the applicable purchase order, description, or specifications are rejected unless approved in writing by an officer of ASB or CSB.
18. **Cancellations**—ASB and CSB each reserve the right to cancel all or any part of the undelivered portion of any order if Vendor does not make deliveries as specified or if Vendor breaches any of these terms and conditions including, without limitation, the warranties of Vendor.
19. **Inspection and Acceptance**—All goods shall be received subject to ASB's and CSB's respective right of inspection and rejection. Defective goods or goods not in accordance with ASB's or CSB's specifications will be held at Vendor's expense. If inspection discloses that part of the goods received is not in accordance with ASB's or CSB's specifications, ASB or CSB may reject the goods and cancel any unshipped portion of the order. Vendor agrees to be responsible for any damages suffered by ASB or CSB (or its respective end users) as the direct or indirect result of unacceptable goods, including costs associated with inspection of the shipment and provision of the replacement products. Payment for goods on an ASB or CSB order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that ASB or CSB may have against Vendor.
20. **Governing Law, Arbitration, and Attorney Fees**—Each ASB purchase order shall be deemed to have been executed in the State of Minnesota and, along with these terms and conditions, shall be governed by and construed according to the laws of the State of Minnesota, without reference to the choice of laws doctrine of any jurisdiction. All claims relating to or arising out of an ASB purchase order or these terms and conditions, or the breach thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Minnesota, without reference to the choice-of-laws doctrine of any jurisdiction. Each CSB purchase order shall be deemed to have been executed in the Province of Ontario and, along with these terms and conditions, shall be governed by and construed according to the laws of the Province of Ontario, without reference to the choice of laws doctrine of any jurisdiction. All claims relating to or arising out of a CSB purchase order or these terms and conditions, or the breach thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the Province

20. (continued) of Ontario, without reference to the choice-of-laws doctrine of any jurisdiction. In the event of a dispute between ASB and Vendor arising out of or related to any purchase order or the relationship between ASB and Vendor, Vendor agrees to submit the dispute to either arbitration or court jurisdiction, at ASB's sole option. In the event ASB exercises its option to submit the dispute to arbitration, the arbitration shall occur in the City of Glenwood, Pope County, Minnesota, and shall be adjudicated by a single arbitrator pursuant to the Commercial Rules of the American Arbitration Association. In the event ASB exercises its option to submit the dispute to court, the parties agree that this matter shall be submitted exclusively to the Minnesota State Courts and venued in the District Court in Pope County, Minnesota, whether or not such venue is or subsequently becomes inconvenient. The parties agree that the arbitrator or the Pope County District Court, as applicable, will have personal jurisdiction over them and subject matter jurisdiction over all matters arising from or relating to the purchase order and the relationship between ASB and Vendor. In the event of a dispute between CSB and Vendor arising out of or related to any purchase order or the relationship between CSB and Vendor, Vendor agrees to submit the dispute to either arbitration or court jurisdiction, at CSB's sole option. In the event CSB exercises its option to submit the dispute to arbitration, the arbitration shall occur in the City of Toronto, Ontario, and shall be adjudicated by a single arbitrator pursuant to the Canadian Dispute Resolution Procedures of the International Centre for Dispute Resolution. In the event CSB exercises its option to submit the dispute to court, the parties agree that this matter shall be submitted exclusively to the courts of the Province of Ontario, located in the City of Toronto, whether or not such venue is or subsequently becomes inconvenient. The parties agree that the arbitrator or the Ontario courts, as applicable, will have personal jurisdiction over them and subject matter jurisdiction over all matters arising from or relating to the purchase order and the relationship between CSB and Vendor. In the event of any legal proceeding arising out of any purchase order or its validity, interpretation, construction, performance, breach, enforcement, or remedies, the prevailing party will be entitled to recover from the non-prevailing party the prevailing party's reasonable attorney's fees and costs (including those on appeal and in connection with enforcing any order or judgment related to such purchase order) and the non-prevailing party must pay such attorney's fees and costs to the prevailing party.

21. Assignments—A purchase order may not be assigned by Vendor without ASB's or CSB's written consent.

22. Confidentiality of Information—"Confidential Information" refers to any information obtained from ASB or CSB or ASB's or CSB's customers, in whatever form, whether transferred orally, in electronic format, contained in a printed or written document, or any other form or format which identifies, describes, refers or relates to product and service specifications, product capabilities and customer applications, performance and design information, warehouse and storage requirements, marketing information and strategies, contact and customer list and information, pricing and financial information, artwork, or software and hardware information. Vendor agrees that, during the term of the vendor's relationship with ASB or CSB and for one year after the date of the last purchase order submitted by ASB or CSB and accepted by vendor, Vendor and its officers, directors, employees, representatives, subsidiaries, affiliates and agents, will not, directly or indirectly, use, alter, employ, sell, give away, reproduce or communicate to any third party (including, but not limited to, former employees or sales associates of ASB or CSB) any Confidential Information except (a) in order to take necessary steps to prepare and produce proposals, products and services for ASB or CSB's or (b) as specifically authorized in writing by ASB's or CSB's CEO, President, or Vice President(s). Vendor may reveal the Confidential Information to its agents and employees only to the extent such agents and employees need access to the Confidential Information for

22. *(continued)* the purposes listed in (a) and (b) above, and then only after such agents and employees have agreed to be bound by these terms and conditions. Vendor agrees that all right, title, and interest in all Confidential Information shall, at all times, belong only to ASB or CSB. ASB's or CSB's disclosure of Confidential Information to Vendor, and any consent ASB or CSB may give Vendor to disclose any Confidential Information to any third party, shall not, in whole or in part, diminish ASB's or CSB's sole and exclusive right, title, and interest in such Confidential Information.
23. **Non-Solicitation**—Vendor agrees that, during the term of Vendor's relationship with ASB or CSB and for one year after the date of the last purchase order submitted by ASB or CSB and accepted by Vendor, Vendor will not, directly or indirectly, (a) call upon, solicit, or attempt to solicit, sell or market to, conduct or attempt to conduct business with, perform services for, or communicate with any ASB or CSB customer concerning any services, products, processes, or information of any kind; (b) supply product to any ASB or CSB customer or any other reseller or entity if the end user is an ASB or CSB customer; or (c) hire, attempt to hire, consult with, solicit or in any manner communicate or enter into any business relationships with any person or entity who was or is an employee, agent, subsidiary or affiliate of ASB or CSB or ASB's or CSB's customers. Nothing in this paragraph will prevent Vendor from continuing to solicit or sell to its established or prospect customers. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions shall not be construed as a solicitation or inducement for the purposes of this paragraph, and the hiring of any employee or independent contractor who freely responds thereto shall not be a breach of this paragraph.
24. **Force Majeure**—The obligations of either party to perform under a purchase order will be excused during each period of delay caused by any fact or circumstance outside of the affected party's reasonable control, including, but not limited to, acts of God, fire, earthquake, flood, epidemic, pandemic, public health emergency, explosion, elements of war, invasion, hostilities (whether or not war is declared), insurrection, riot, mob violence, terrorist threats or acts, sabotage, strike, lockout, other labor disruptions, embargo, blockade, governmental orders or actions, national or regional emergency, telecommunications breakdown, power outage or shortage, inability to procure or a general shortage of labor, a shortage and incapacity of equipment, a shortage or incapacity of facilities, a shortage or incapacity of material or supplies, or a failure of transportation ("Force Majeure"). In the event that either party ceases to perform its obligations under this Agreement due to occurrence of a Force Majeure event, such party shall: (a) immediately notify the other party in writing of such Force Majeure event and its expected duration, and (b) take all reasonable steps to recommence performance of its obligation as soon as possible. In the event that any Force Majeure event continues for a period of seven consecutive days or any combination of Force Majeure events occurs or continues for 10 days out of a continuous 14-day period, the other party may terminate the purchase order immediately upon written notice to the party affected by the Force Majeure event.
25. **Insurance/Bonds**—Upon request by ASB or CSB, Vendor will promptly provide proof of insurance and bonding, and will direct Vendor's insurance carrier or bond surety to designate ASB or CSB as a named insured/co-insured or bond obligee.

26. Importer of Record—Vendor agrees that, to the extent that any products supplied by Vendor are imported, Vendor agrees that Vendor will be considered the Importer of Record for any and all purposes, including, but not limited to, responsibility for the collecting, paying and remitting all HST, GST, FST, VAT and customs duties.
27. Vendor is expected to adhere to current cyber security best practices outlined by ASB and CSB. Vendor agrees to submit their Cyber Safe Pledge™ within 30 days of accepting these Vendor Terms and Conditions and will update it annually or as their current situation changes if more frequently.

Terms and Conditions subject to change without notice.

Vendor Name:

Date:

By: *(Print Name)*

Title:

Signature:

ASB and CSB Signature:

Date:

By: *(Print Name)*

Title:

(American Solutions for Business & Canadian Solutions for Business, Home Office Only)



VENDOR TERMS & CONDITIONS



PFP AGREEMENT

AMERICAN SOLUTIONS FOR BUSINESS / CANADIAN SOLUTIONS FOR BUSINESS

This Agreement is made by and among American Business Forms, Inc., d/b/a American Solutions for Business ("ASB"), ASB Canada Print and Promotional Products Inc., d/b/a Canadian Solutions for Business ("CSB"), and _____ ("Vendor").

Please submit an addendum to vendor_relations@americanbus.com for items that do not pertain to your company, Vendor Relations will review for approval.

ASB, CSB, and Vendor agree as follows:

1. Vendor will manufacture and supply products and/or provide services to ASB or CSB, which products and services are expressly intended for resale to ASB's or CSB's customers. The specific products and services will be set forth on one or more Purchase Orders transmitted by ASB or CSB and accepted by Vendor.
2. ASB and CSB will identify Vendor as a preferred vendor, and will provide Vendor with access to ASB's and CSB's respective sales associates, in accordance with the Partners for Progress level marked on Vendor's Enrollment Form (e.g., Patriot, Blue, White, or Red). Vendor agrees to provide ASB and CSB with the discount percentage indicated on Vendor's Enrollment Form. Vendor acknowledges that ASB and CSB will discount all Vendor invoices by the discount percentage set forth on Vendor's Enrollment Form, based on the date that ASB or CSB receives the Vendor invoice, with a valid purchase order number, in ASB's home office in Glenwood, Minnesota.
3. Vendor must submit invoices in accordance with ASB's and CSB's Vendor Invoice Requirements, which ASB and CSB have supplied to Vendor and which ASB and CSB may update and revise at any time. For ASB and CSB orders, without limiting the foregoing, all invoices must be emailed to mailroom@americanbus.com. Original invoices should never be sent to a sales associate. All invoices must include a valid ASB or CSB purchase order number. Each invoice must include all job-related costs (e.g., freight, handling, and artwork). Invoices cannot be processed for payment without a valid ASB or CSB purchase order number.
4. This Agreement incorporates ASB's and CSB's Vendor Terms and Conditions, which have been provided to Vendor. Vendor agrees that ASB and CSB may amend and revise the Vendor Terms and Conditions at any time, and such amended and revised Vendor Terms and Conditions shall be effective immediately upon notice to Vendor.
5. The term of this Agreement shall commence on the date that the Agreement has been fully executed by all parties and shall continue until terminated by the terms of this Agreement. Vendor may terminate this Agreement at any time for any reason or no reason upon ninety (90) days' notice to ASB and CSB. ASB or CSB may terminate this Agreement at any time for any reason or no reason effective upon the date stated in ASB's or CSB's notice of termination or, if no date is stated, immediately upon notice of termination. Unless the termination notice expressly states that a termination is only effective as to ASB or CSB and not as to the other, a termination by ASB will be deemed to be a termination by CSB and a termination by CSB will be deemed to be a termination by ASB.

6. As between ASB and Vendor, this Agreement shall be deemed to have been executed in the State of Minnesota and shall be governed by and construed according to the laws of the State of Minnesota, without reference to the choice-of-laws doctrine of any jurisdiction, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Minnesota, without reference to the choice-of-laws doctrine of any jurisdiction. As between CSB and Vendor, this Agreement shall be deemed to have been executed in the Province of Ontario and shall be governed by and construed according to the laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to the choice-of-laws doctrine of any jurisdiction, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to the choice-of-laws doctrine of any jurisdiction.
7. In the event of a dispute between ASB and Vendor arising out of or related to any purchase order or the relationship between ASB and Vendor, Vendor agrees to submit the dispute to either arbitration or court jurisdiction, at ASB's sole option. In the event ASB exercises its option to submit the dispute to arbitration, the arbitration shall occur in the City of Glenwood, Pope County, Minnesota, and shall be adjudicated by a single arbitrator pursuant to the Commercial Rules of the American Arbitration Association. In the event ASB exercises its option to submit the dispute to court, the parties agree that this matter shall be submitted exclusively to the Minnesota State Courts and venued in the District Court in Pope County, Minnesota, whether or not such venue is or subsequently becomes inconvenient. The parties agree that the arbitrator or the Pope County District Court, as applicable, will have personal jurisdiction over them and subject matter jurisdiction over all matters arising from or relating to the purchase order and the relationship between ASB and Vendor.
8. In the event of a dispute between CSB and Vendor arising out of or related to this Agreement, Vendor agrees to submit the dispute to either arbitration or court jurisdiction, at CSB's sole option. In the event CSB exercises its option to submit the dispute to arbitration, the arbitration shall occur in the City of Toronto, Ontario, and shall be adjudicated by a single arbitrator pursuant to the Canadian Dispute Resolution Procedures of the International Centre for Dispute Resolution. In the event CSB exercises its option to submit the dispute to court, the parties agree that this matter shall be submitted exclusively to the courts of the Province of Ontario, located in the City of Toronto, whether or not such venue is or subsequently becomes inconvenient. The parties agree that the arbitrator or the Ontario courts, as applicable, will have personal jurisdiction over them and subject matter jurisdiction over all matters arising from or relating to this Agreement.
9. In the event of any legal proceeding arising out of any purchase order or its validity, interpretation, construction, performance, breach, enforcement, or remedies, the prevailing party will be entitled to recover from the non-prevailing party the prevailing party's reasonable attorney's fees and costs (including those on appeal and in connection with enforcing any order or judgment related to such purchase order) and the non-prevailing party must pay such attorney's fees and costs to the prevailing party.

Vendor Name:

Date:

By: *(Print Name)*

Title:

Signature:

ASB and CSB Signature:

Date:

By: *(Print Name)*

Title:

(American Solutions for Business & Canadian Solutions for Business, Home Office Only)



PFP AGREEMENT

AMERICAN DIVERSITY

This Agreement is made by and between American Diversity ("AD") and _____ ("Vendor").

Please submit an addendum to abrown@americanmin.com for items that do not pertain to your company, Vendor Relations will review for approval.

American Diversity and Vendor agree as follows:

1. Vendor will manufacture and supply products and/or provide services to American Diversity, which products and services are expressly intended for resale to American Diversity's customers. The specific products and services will be set forth on one or more Purchase Orders transmitted by American Diversity and accepted by Vendor.
2. American Diversity will identify Vendor as a preferred vendor, and will provide Vendor with access to American Diversity's sales associates, in accordance with the Partners for Progress level marked on Vendor's Enrollment Form (e.g., Patriot, Blue, White, or Red). Vendor agrees to provide American Diversity with the discount percentage indicated on Vendor's Enrollment Form. Vendor acknowledges that American Diversity will discount all Vendor invoices by the discount percentage set forth on Vendor's Enrollment Form, based on the date that American Diversity receives the Vendor invoice, with a valid purchase order number, in American Diversity's home office in Glenwood, Minnesota.
3. This Agreement incorporates American Diversity's Vendor Terms and Conditions, which have been provided to Vendor. Vendor agrees that American Diversity may amend and revise the Vendor Terms and Conditions at any time, and such amended and revised Vendor Terms and Conditions shall be effective immediately upon notice to Vendor.
4. The term of this Agreement shall commence on the date that the Agreement has been fully executed by both parties and shall continue until terminated by the terms of this Agreement. Vendor may terminate this Agreement at any time for any reason or no reason upon ninety (90) days' notice to American Diversity. American Diversity may terminate this Agreement at any time for any reason or no reason effective upon the date stated in American Diversity's notice of termination or, if no date is stated, immediately upon notice of termination.
5. This Agreement shall be deemed to have been executed in the State of Minnesota and shall be governed by and construed according to the laws of the State of Minnesota, without reference to the choice-of-laws doctrine of any state. All claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Minnesota, without reference to the choice-of-laws doctrine of any state.

6. In the event of a dispute between American Diversity and Vendor arising out of or related to any purchase order or the relationship between American Diversity and Vendor, Vendor agrees to submit the dispute to either arbitration or court jurisdiction, at American Diversity's sole option. In the event American Diversity exercises its option to submit the dispute to arbitration, the arbitration shall occur in the City of Glenwood, Pope County, Minnesota, and shall be adjudicated by a single arbitrator pursuant to the Commercial Rules of the American Arbitration Association. In the event American Diversity exercises its option to submit the dispute to court, the parties agree that this matter shall be submitted exclusively to the Minnesota State Courts and venued in the District Court in Pope County, Minnesota, whether or not such venue is or subsequently becomes inconvenient. The parties agree that the arbitrator or the Pope County District Court, as applicable, will have personal jurisdiction over them and subject matter jurisdiction over all matters arising from or relating to the purchase order and the relationship between American Diversity and Vendor. In the event of any legal proceeding arising out of any purchase order or its validity, interpretation, construction, performance, breach, enforcement, or remedies, the prevailing party will be entitled to recover from the non-prevailing party the prevailing party's reasonable attorney's fees and costs (including those on appeal and in connection with enforcing any order or judgment related to such purchase order) and the non-prevailing party must pay such attorney's fees and costs to the prevailing party.

7. Vendor is expected to adhere to current cyber security best practices.

In our constant effort to improve workflow, increase efficiency and response time, we are offering the PFP partners the following options for job acknowledgments and vendor invoices.

Upon receipt of your documents, American Diversity will forward electronic copies of the same documents to the sales associates.

1. Email:

- a. Email invoices to ap@americanmin.com
- b. Email job acknowledgments, proofs and shipping acknowledgments to adbsmail@americanmin.com

2. Regular Mail:

If you use the regular USPS mail service, you'll want to send it to:

American Diversity
PO Box 337
Glenwood, MN 56334

We prefer all invoices to be emailed in support of environmental friendliness and also to save our vendors on postage. However, if this is not an option certainly please feel free to send invoices through the USPS mail service.

For payments, American Diversity provides the following options:

- American Diversity's company check
- Credit Card

If you have any questions related to either one of these situations, please contact me. As always, we thank you for your support in helping us streamline our business relationship.

Sincerely,

Amy Brown, Vendor Relations Coordinator

800-754-8831 Ext. 428

abrown@americanmin.com

Vendor Name:

Date:

By: *(Print Name)*

Title:

Signature:

American Diversity Signature:

Date:

By: *(Print Name)*

Title:

(American Diversity, Home Office Only)



PFP AGREEMENT



PFP ENROLLMENT FORM

AMERICAN SOLUTIONS FOR BUSINESS / CANADIAN SOLUTIONS FOR BUSINESS

☐ I have read the Vendor Invoice Requirements and Vendor Terms and Conditions

Vendor Relations Review

Vendor Number Assigned

COMPANY INFORMATION

Supplier Type: ☐ Promo ☐ Print ☐ Other *If other, please specify:*

ASI Number: PPAI Number:

PPPC Number: Sage Number:

DBA/Company Name:

Legal Name: Established Date:

Address

City: State/Province: Postal Code:

Country:

Payment Remit to Address

City: State/Province: Postal Code:

Country: Payment Currency: ☐ USD ☐ CAD

Phone Number: PO Submittal Email:

Toll Free Number: Website:

Business Number: HST Number:

Dunn & Bradstreet Number: Credit Limit:

Account Number: *(Account number you've assigned to ASB and/or CSB)*

Do you sell direct? ☐ Yes ☐ No Union Shop: ☐ Yes ☐ No

General Business Description:

Special Pricing *(Must choose at least one)*

- ☐ Standard Catalog Pricing ☐ Next Quantity Pricing (NQP) ☐ End Quantity Pricing (EQP)
☐ Better Than EQP ☐ Request Quote ☐ Custom
☐ Other

If Custom or Other, please specify:

Self-Promo Policy:

Sample Policy:

Freight Policy *(Do you have a third party freight charge?)* ☐ Yes ☐ No

If yes, please specify:

Minority Status

- ☐ Women Owned ☐ Minority Owned ☐ Disability Owned
☐ LGBTQ+ Owned ☐ Veteran Owned ☐ Other

If Other, please specify:

PFP LEVELS (Must choose one)

- ☐  Patriot Level 5% - 20 Days ☐  Blue Level 4% - 25 Days ☐  White Level 3% - 30 Days ☐  Red Level 2% - 30 Days

W9 FORM

Questions regarding the W9, please email apdept@americanbus.com or call (877) 207-8041

To comply with U.S. and Canada Federal Regulations, please fill out and attach a completed W9, W-8BEN-E or TD1 form here:



If you do not have an updated W9, W-8BEN-E or TD1 form, you can download the current version by selecting the appropriate link:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>
<https://www.irs.gov/pub/irs-pdf/fw8bene.pdf>
<https://www.canada.ca/en/revenue-agency/services/forms-publications/td1-personal-tax-credits-returns.html>

CONTACT INFORMATION

D.O.B is for our Vendor Relations birthday card program.

Sales Contact #1

- ☐ Regional ☐ National ☐ Inside

Name:

Title:

Email:

Phone Number:

Address

D.O.B. (Month/Day):

City:

State/Province:

Postal Code:

Country:

Sales Contact #2

- ☐ Regional ☐ National ☐ Inside

Name:

Title:

Email:

Phone Number:

Address

D.O.B. (Month/Day):

City:

State/Province:

Postal Code:

Country:

Sales Contact #3☐

Regional

☐

National

☐

Inside

Name:

Title:

Email:

Phone Number:

Address

D.O.B. (Month/Day):

City:

State/Province:

Postal Code:

Country:

VP of Sales Contact *(Or highest ranking sales position)*

Name:

Title:

Email:

Phone Number:

Address

D.O.B. (Month/Day):

City:

State/Province:

Postal Code:

Country:

Newsletter Contact *(Recipient of ASB/CSB Newsletter/Publications)*

Name:

Title:

Email:

Phone Number:

Address

D.O.B. (Month/Day):

City:

State/Province:

Postal Code:

Country:

IT Contact

Name:

Title:

Email:

Phone Number:

Address

D.O.B. (Month/Day):

City:

State/Province:

Postal Code:

Country:

Events Contact

Name:

Title:

Email:

Phone Number:

Address

D.O.B. (Month/Day):

City:

State/Province:

Postal Code:

Country:

CSR Contact

(Recipient of ASB/CSB Newsletter/Publications)

Name:

Title:

Email:

Phone Number:

Address

D.O.B. (Month/Day):

City:

State/Province:

Postal Code:

Country:

Vendor Signature:

Effective Date:

ASB & CSB Signature:

Effective Date:



VENDOR PREFERRED PAYMENT METHOD

AMERICAN SOLUTIONS FOR BUSINESS / CANADIAN SOLUTIONS FOR BUSINESS

As a Vendor with ASB and CSB, you may choose to have your payments made by:

☐ Virtual Credit Card (Preferred, USA ONLY) ☐ ACH (USD ONLY) ☐ Company Check ☐ EFT (CAD ONLY)

For questions regarding ASB's and CSB's payment options, please contact:

ASB - email apdept@americanbus.com or call (877) 207-8041

CSB - email apdept@americanbus.com or call (800) 721-7005

ADDRESS & CONTACT INFORMATION

Company Name:

Address

City:

State/Province:

Postal Code:

Country:

Payment Recipient Contact Information: (Accounts Receivable)

Contact Name:

Phone:

Email:

VIRTUAL CREDIT CARD PAYMENT SECTION - USD (If selected)

For Virtual Credit Card Payment acceptance, please provide an email address, for where the Virtual Card information should be sent.

Payment Remittance Email:

VENDOR ACH TRANSFER SECTION - USD (If selected)



For payments deposited directly into one of your bank accounts via ACH Transfer. Please complete the following section and attach either a bank letter or voided check here.

Bank Name:

Account Number:

Transit/Routing#:

Payment Remittance Email:

VENDOR EFT TRANSFER SECTION - CAD *(If selected)*

Please complete the Pre-Authorized Debit (PAD) Plan agreement below:

I/We authorize Canadian Solutions for Business/American Solutions for Business and the financial institution designated (or any other financial institution I/We may authorize at any time) to debit and/or credit from our account as per the terms outlined in this contract. This authorization is granted to us for payment of goods and/or services provided to Canadian Solutions for Business/American Solutions for Business per the payment terms outlined above.

This authority is to remain in effect until Canadian Solutions for Business/American Solutions for Business has received written notice from me/us of its change or termination at least 5 business days prior to the next scheduled payment. I/We may obtain a sample cancellation form, or more information on my/our right to cancel a PAD agreement at my/our financial institution or by visiting www.cdnpay.ca.

Canadian Solutions for Business/American Solutions for Business may not assign this authorization, whether directly or indirectly by operation of law, change of control or otherwise, without providing at least 10 days prior written notice to me/us.

I/we have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. To obtain a form for a Reimbursement Claim, or for more information on my/our recourse rights, I/we may contact my/our financial institution or visit www.cdnpay.ca



Please complete the following section and attach either a bank letter or voided cheque here.

Name on Account:

Type of Service: ☐ Personal ☐ Business

Bank Name:

Account Number:

Transit Number: *(Branch-5 digits / Bank Code-3 digits)*

Payment Remittance Email:

Vendor Signature:

Date:

Vendor Number: *(to be completed by ASB/CSB)*

ASB/CSB Initials:



PFP ENROLLMENT FORM

AMERICAN DIVERSITY

We would like to enroll in American Diversity's PFP Program. ☐ Yes ☐ No

☐ I have read the Vendor Invoice Requirements and Vendor Terms and Conditions

Vendor Relations Review

Vendor Number Assigned

COMPANY INFORMATION

Supplier Type: ☐ Promo ☐ Print ☐ Other *If other, please specify:*

ASI Number: PPAI Number:

PPPC Number: Sage Number:

DBA/Company Name:

Legal Name: Established Date:

Address

City: State/Province: Postal Code:

Country:

Payment Remit to Address

City: State/Province: Postal Code:

Country: Payment Currency: ☐ USD ☐ CAD

Phone Number: PO Submittal Email:

Toll Free Number: Website:

Business Number: HST Number:

Dunn & Bradstreet Number: AD Credit Limit:

American Diversity Account Number: *(Account number you've assigned to American Diversity)*

Do you sell direct? ☐ Yes ☐ No Union Shop: ☐ Yes ☐ No

General Business Description:

Special Pricing *(Must choose at least one)*

- ☐ Standard Catalog Pricing ☐ Next Quantity Pricing (NQP) ☐ End Quantity Pricing (EQP)
☐ Better Than EQP ☐ Request Quote ☐ Custom
☐ Other

If Custom or Other, please specify:

Self-Promo Policy:

Sample Policy:

Freight Policy *(Do you have a third party freight charge?)* ☐ Yes ☐ No

If yes, please specify:

Minority Status

- ☐ Women Owned ☐ Minority Owned ☐ Disabled Owned
☐ LGBTQ+ Owned ☐ Veteran Owned ☐ Other

If Other, please specify:

PFP LEVELS (Must choose one)

- ☐  Patriot Level 5% - 20 Days ☐  Blue Level 4% - 25 Days ☐  White Level 3% - 30 Days ☐  Red Level 2% - 30 Days

W9 FORM

Questions regarding the W9, please email apdept@americanbus.com or call (877) 207-8041

To comply with U.S. Federal Regulations, please fill out and attach a completed W9 or W-8BEN-E form here:



If you do not have an updated W9 or W-8BEN-E form, you can download a current version here:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

<https://www.irs.gov/pub/irs-pdf/fw8bene.pdf>

CONTACT INFORMATION

D.O.B is for our Vendor Relations birthday card program.

Sales Contact #1

- ☐ Regional ☐ National ☐ Inside

Name:

Title:

Email:

Phone Number:

Address

City:

State/Province:

Postal Code:

Country:

Sales Contact #2

- ☐ Regional ☐ National ☐ Inside

Name:

Title:

Email:

Phone Number:

Address

City:

State/Province:

Postal Code:

Country:

Sales Contact #3☐ Regional ☐ National ☐ Inside

Name:

Title:

Email:

Phone Number:

Address

City:

State/Province:

Postal Code:

Country:

VP of Sales Contact *(Or highest ranking sales position)*

Name:

Title:

Email:

Phone Number:

Address

City:

State/Province:

Postal Code:

Country:

Newsletter Contact *(Recipient of ASB/CSB Newsletter/Publications)*

Name:

Title:

Email:

Phone Number:

Address

City:

State/Province:

Postal Code:

Country:

IT Contact

Name:

Title:

Email:

Phone Number:

Address

City:

State/Province:

Postal Code:

Country:

Events Contact

Name:

Title:

Email:

Phone Number:

Address

City:

State/Province:

Postal Code:

Country:

CSR Contact*(Recipient of ASB/CSB Newsletter/Publications)*

Name:

Title:

Email:

Phone Number:

Address

City:

State/Province:

Postal Code:

Country:

Vendor Signature:

Effective Date:

American Diversity Signature:

Effective Date:

