

**ASSIGNMENT OF PROCEEDS
(JOINT REMIT PROGRAM AGREEMENT)**

Whereas the undersigned Reseller , _____, has accepted or will accept purchase orders from _____ (the "End-User") under an agreement in which the End-User will be obligated to pay sums due to the Reseller upon fulfillment of orders, *and*

Whereas, Reseller wishes to obtain credit from The D&H Distributing Co. to facilitate such transactions; *and*

Whereas Reseller agrees that such orders may be fulfilled by direct shipment to its End-User from The D&H Distributing Co., Inc;

Now, therefore, the undersigned Reseller and The D&H Distributing Co., Inc. agree as follows:

1. Reseller agrees to provide D&H with: 1) a copy of the End-User's purchase order; 2) a copy of the Reseller's invoice to the End-User showing the Reseller's name, but also listing The D&H Distributing Co's remittance address as its remittance address, and 3) a sales contract or End-User Agreement form signifying that the End-User agrees to send payment to the reseller at the remittance address shown.
2. Reseller agrees to execute the Irrevocable Power of Attorney supplied herewith and to be bound by its terms.
3. The D&H Distributing Co. agrees to promptly indicate approval or disapproval of End-user acceptability under this program.
4. If accepted, The D&H Distributing Co. agrees to direct ship all orders to End-User using packing slips identifying the Reseller's name, and not D&H's.
5. Collection calls are the responsibility of the Reseller unless an alternative is previously agreed upon.
6. End-User payments received under this program will be deposited by D&H; payments will be credited to the Reseller's account with D&H and D&H further agrees to remit the remaining balance to Reseller. Any payments erroneously remitted to Reseller will be forwarded to D&H by Reseller for deposit. D&H in its sole discretion has the right to offset amounts payable to Reseller under this agreement in order to satisfy any unpaid obligations of Reseller to D&H and/or its affiliates. Regardless of whether such unpaid obligation arose from this agreement.
7. In the Event that D&H commences a lawsuit to enforce this agreement or any term herein, Reseller shall be liable for the reasonable attorneys' fees of D&H.
8. D&H Distributing Co. hereby reserves to itself, and Reseller further grants to D&H Distributing Co., a security interest in the goods which are subject of this Agreement, and in all goods shipped to Reseller or End-User, and the proceeds thereof, to secure payment of the purchase price of those goods. Reseller attests to the legitimacy and identity of the End-User and acknowledges that D&H is relying on the reseller's attestation in End-User's legitimacy in entering into this transaction. Reseller shall be fully responsible for payment for all product shipped to End-User pursuant to this transaction without exception including in cases of fraud and/or identity theft.
9. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be resolved through litigation in the Court of Common Pleas for Dauphin County, Pennsylvania.

The D&H Distributing Co., Inc.

Reseller's Signature - Date

Name & Title (please print)

Reseller's address

Signature

Name & Title

Date accepted by D&H

The undersigned, _____, as _____ (title) of _____, a _____ (insert "corporation", "partnership", "sole proprietorship" or other business form) "Principal", having full authority on behalf of said Principal to enter into this Irrevocable Power of Attorney, do hereby irrevocably appoint The D&H Distributing Co., Inc. ("D&H"), or its officers or any other individual designated by it as D&H's attorney, to be Principal's true and lawful attorney, with full power of substitution, in D&H's name or the name of Principal, for D&H's sole use and benefit to exercise any or all of the following powers, at Principal's sole expense:

1. To sign Principal's name on any invoice or bill of lading relating to sales to all End-Users making purchases from Principal of products sourced from D&H.
2. To receive, assign, endorse, and deliver any and all negotiable and non-negotiable instruments including checks, notes, and money orders taken by or received by D&H in connection with payments made by End-User to Principal.
3. To extend the time for payment or make adjustments or allowances thereon.
4. To demand, sue, collect, any and all monies due or which may become due from End-User.
5. To communicate directly with End-User concerning the status of accounts.
6. To do any and all other things deemed necessary or proper by D&H, acting in a commercially reasonable manner, to carry out the purposes of this Power of Attorney.

This power, being coupled with an interest, is irrevocable so long as any amounts are owed by Principal to D&H in connection with Purchase Order relating to products sourced by Principal from D&H.

The Principal hereby authorizes all acts undertaken by the attorney under this Power of Attorney, and neither D&H nor such person(s) acting as attorney hereunder will be liable for any act or omission, including mistakes of law or fact other than those found to be caused by D&H's willful misconduct or gross negligence.

Signed _____

Printed Name _____

Date: _____

Notarization

State of _____
County of _____

The foregoing instrument was subscribed and sworn to before me on this ___ day of _____, 20___. By _____, as _____ of _____, a _____ (insert state) _____ (insert corporation or other business type).

Signed: _____
Notary Public.

My commission expires: _____

(Notary Seal)

Reseller Name
Reseller Address
Reseller City, State, Zip Code

April 26, 2001

End-User Name
End-User Contact Name
End-User Address
End-User City, State, Zip Code

Dear Sir or Madam:

All payments, checks, notes, etc. on any or all of said accounts should be made payable and mailed to one of the addresses below.

Reseller Name
PO Box 5967
Harrisburg, PA 17110-9975

This notice and instructions herein will remain in full force and effect until you are notified to the contrary in writing signed by Reseller.

Sincerely,

Reseller Name
Reseller Owner

Please sign below your agreement and acceptance of the arrangement and email signed copy to credit@dandh.com.

End User Name

Signature

Date

Print Name & Title

Phone