

## **WAGNER WEBSITE USE AGREEMENT**

**1770 Fernbrook Lane**

**Plymouth, MN 55447**

As a condition of being provided access to the Wagner Distributor Information Website (the "Website"), and the information provided therein, Distributor agrees as follows:

1. Distributor understands and acknowledges that the Website is not available to the general public, and is being made available to Distributor only by virtue of its status as a currently authorized Wagner Distributor. Distributor understands and agrees that the Website is to be used only for transacting business as a distributor in accordance with its distributor arrangement with Wagner.

2. Distributor acknowledges and agrees that all of the information provided in the Website is proprietary, highly confidential, and is a trade secret of Wagner under applicable law. Distributor covenants and agrees that such information shall be maintained by Distributor in strictest confidence, and shall not be used by Distributor or disclosed to any other person or entity except to the extent necessary to perform services required under its Distributor arrangement with Wagner. Distributor further agrees that it will not provide access to the Website to any other person or entity, except Distributor employees who require access in order to perform Distributor duties for Wagner. Distributor agrees that any of its employees who are to be given access to the Website will first be required to agree to and sign the terms set forth herein. It is specifically understood and agreed that Distributor will continue to fully comply with the confidentiality requirements imposed by this paragraph following termination of its Distributor relationship with Wagner, until such time as the information becomes available to the general public by legitimate means other than through Distributor.

3. Distributor understands that the Website can now be used to enter warranty claims and may in the future be used to enter purchase orders. Distributor understands and agrees that, in processing any such claims or orders, Wagner will apply the labor rates and parts prices Distributor that have been approved by and are on file with Wagner, and will add applicable miscellaneous charges (e.g., freight, environmental disposal, etc.). To the extent Distributor enters inaccurate or incomplete information in relation to any claim or order, Distributor hereby authorizes Wagner to make the appropriate corrections and enter the appropriate debit or credit to Distributor's account, and Distributor agrees to honor and fully satisfy any such debits or credits.

4. Distributor agrees to maintain the Website's passwords in strict confidence. Distributor understands and agrees that any activity undertaken with Distributor's passwords will be Distributor's responsibility. Distributor agrees to change the passwords when any employee with access departs; or every six months, whichever comes first.

5. Violation of this agreement will be considered a breach of Distributor's obligations as a Wagner distributor and may result in immediate revocation of access to the Website and/or immediate termination of the distributorship relationship with Wagner.

To help protect you against unauthorized use, please: (1) fill out the information below; (2) *print* this Agreement on your company letterhead; (3) have it signed by the president or owner of Distributor as well as all Distributor employees who will be provided access to the Website; and (4) provide the name and title of all authorized users so that the Website passwords can be issued.

Please mail or fax to the address below:

Today's Date:

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Distributor Name:

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Distributor Account No:

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Owner/President Name:

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Owner/President Signature:

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Authorized User Name:

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Authorized User Title:

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E-mail Address:

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Please \_\_\_\_\_ e-mail \_\_\_\_\_ Mail my password

Mail to:

**Wagner Spray Tech**  
**ATT: Wagner Service Center Group - Mark**  
**1770 Fernbrook Lane**  
**Plymouth, MN 55447**

or fax to

**763-519-3534**  
**ATT: Mark**

