Dear Prospective Dealer,

Harris Communications was established in 1982 by Dr. Robert “Bob” Harris in the Minneapolis/St. Paul area. Bob is a member of the deaf community and started his business in the basement of his family home. He began selling TTYs and assistive listening devices in the local area. Since then, Harris Communications has expanded to the national and international level. Our reseller program was started in 1991 and has grown to over 400 active members. Bob’s son, Ray Harris, bought the company and is now the president. We are located in Eden Prairie, Minnesota and made up of 30 employees, a fully stocked warehouse and a showroom for our local customers to visit.

We are excited about your interest in our dealer program. Below are a few highlights of what you can expect when working with Harris Communications:

• **Exceptional Service:** Dealer Sales team available by phone or email without the wait time.
• **Competitive Pricing:** Everyday low pricing structure and price matching.
• **One Stop Shop:** Get all of your different brands and products in one place.
• **Same Day Shipping:** Same day shipping for orders received by 3 PM Central Time.
• **No Drop Ship Fees for Orders Over $25:** Eliminate the hassle of tying up funds in inventory and let us manage it for you. There will be a $3 service charge for orders under $25.

---

**Here’s how to sign up!**

1. Fill out our Dealer Application
2. Make a copy of your resale certificate. Note: If you don’t have a resale certificate please make a copy of your business license.
3. Send completed dealer application and resale certificate to us in one of three ways:
   a. Email: cmacias@harriscomm.com
   b. Fax: (952) 906-1099
   c. Mail: 15155 Technology Drive, Eden Prairie, MN 55344

**What happens next?**

1. If you haven’t already spoken with a Dealer Sales Representative, one will be contacting you within 2-3 business days of receipt of your application to find out more information to help us in setting up your account.
2. Once a representative has spoken with you and we accept your application, we will set up your account.
3. Once your account is established we will contact you with your account number and confirmation that you have been set up.
4. We will send you a welcome packet including our Dealer Handbook and our catalog.
5. You are ready to start ordering!

---

Crysta Macias, Head of Business Development
**General Business Information:** Please review the following six pages and fill out completely to avoid delays in processing. Please sign (or initial) where indicated and **return all six pages** plus business registration (see below) to Harris Communications. Harris Communications, Inc will hold all information in confidence.

**Prospective Dealer Information**

Date: ___________________

Business Name: ___________________________________________  Website: __________________________

Type of Business (Please check most relevant.):  
- ☐ Audiologist  ☐ Hearing Aid Dispenser  ☐ Medical Supply  
- ☐ Non Profit/Ctr for deaf/hoh  ☐ Assistive Equip  ☐ Internet Sellers  ☐ Independent Living  ☐ Vision  
- ☐ Hospital/Institutes/Clinics  ☐ Installers

Do you sell your products on:  
- ☐ Amazon  ☐ Ebay  Seller name (REQUIRED): __________________________

Clients: ___________________________________________  Products Interested in Selling: __________________________

Do you have a showroom?  
- ☐ Yes  ☐ No  Would you have trouble meeting the $1,000 annual minimum in sales?  
- ☐ Yes  ☐ No

Payment terms:  
- ☐ Credit Card  ☐ Net Terms  How will you ship?  
- ☐ Drop Ship  ☐ Stock  ☐ Both

What carrier will you use most often?  
- Best Way (Cheapest Method)  ☐ USPS  ☐ FedEx  ☐ UPS

How did you hear about us?  ___________________________________________

**Contacts**

Main Contact (Name/Position) ___________________________________________  Telephone/ Email

Contact for Questions Regarding Orders (Name/Position)  Telephone/ Email

Accounts Payable Contact (Name/Position)  Telephone/ Email

**Business Registration:** Proof that you are registered as a business in the state you reside (Resale Certificate, Business License, Certificate of Good Standing etc.) is required for a dealer account to be set up. Please send it with your application.

SS/Fed Tax ID ___________________________________________  Sales and/or tax exempt?  
- ☐ Yes  ☐ No  Cert # __________________________

© 2017 Harris Communications, Inc • 10/17 hc
Credit Application for Business Account

☐ Credit Card Only (Please check this box if you do not wish to apply for credit terms at this time)

You must also fill in the “Bill To Address and Ship To Address” information below.

Full Name of Company: ________________________________

Address: ____________________________ City/State/Zip: ____________________________

Phone/Fax: ____________________________ Email: ____________________________

Date Incorporated or Established: ____________

☐ Sole Proprietorship  ☐ Partnership  ☐ Corporation  ☐ LLC

Ownership Information

Name of Principal Owners: ____________________________

Phone: ____________________________ Date of Birth: ____________________________

Social Security Number: ____________________________ Drivers License Number: ____________________________

Residence Address: ____________________________

City/State/Zip: ____________________________

Credit References

1. Company Name: ____________________________ Account Number: ____________________________

Address: ____________________________ City/State/Zip: ____________________________

Phone: ____________________________

Fax: ____________________________

2. Company Name: ____________________________ Account Number: ____________________________

Address: ____________________________ City/State/Zip: ____________________________

Phone: ____________________________

Fax: ____________________________

Bank Account Information

Name of Bank: ____________________________

Address: ____________________________ Branch: ____________________________

Phone/Fax: ____________________________

Checking Account #: ____________________________

Savings Account #: ____________________________

Money Market/Other #: ____________________________

Bill To Address (Required):

Exact Name: ____________________________

Division or Subsidiary: ____________________________

Address: ____________________________

City: ____________________________

State, Zip: ____________________________

Telephone: ____________________________ voice/tty/vp

Fax: ____________________________

Email (for e-invoicing): ____________________________

Ship To Address (Required):

Name: ____________________________

Attention: ____________________________

Address: ____________________________

City: ____________________________

State, Zip: ____________________________

Telephone: ____________________________ voice/tty/vp

Fax: ____________________________

Email (for tracking): ____________________________

We’ve gone paperless! Invoices will only be sent through email.

Amount of credit you desire: ____________________________

*All new dealers must pre-pay their first three orders before being approved for credit terms.

© 2017 Harris Communications, Inc • 10/17 hc
CONFIDENTIALITY
You will have access to confidential and proprietary information on the Harris Communications website. Any information provided on this site; including, but not restricted to, price lists, images or dealer newsletters, are copyrighted by Harris Communications and are to be used by Harris Communications’ dealers only. The distribution of this information to other businesses or individuals is prohibited.

ORDERS AND CREDIT TERMS
All new dealers must pre-pay their first three orders before being approved for credit terms. Until credit is established, all orders must be paid with a credit card, debit card or PayPal. We accept American Express, Visa, MasterCard and Discover. We require a minimum of $1000.00 annually to remain a Harris Dealer.

Credit terms are available to qualified firms and are subject to credit limits and the written approval of our accounting department. A credit application must be filled out and submitted to Harris Communications, Inc. Terms and credit limit will be stated in approval email. Harris reserves the right to modify or terminate credit limit and/or terms, without notice, in its sole discretion. In the event of any breach in payment and credit terms, all amounts due shall become immediately due and payable to Harris. As further security, Dealer grants Harris a purchase money security interest in all goods sold by Harris to Dealer. Overdue accounts are charged 1.5% interest per month (18% annually). NSF checks will result in a $20.00 service charge and finance charges. Harris reserves the right to place accounts on a Prepay basis if payment is habitually past due.

PRICING
Pricing is subject to change at any time without prior notice due to manufacturers’ increases.

ORDER CONFIRMATION
With each order you submit you will receive an email or fax confirmation. If no confirmation is received it is the responsibility of the dealer to check on the order. Harris Communications will not compensate for any delays due to unreceived orders.

BACKORDERS
We will attempt to complete your order in one shipment. Merchandise that is out of stock will be backordered unless otherwise specified. Backorders will be shipped as soon as the product is received and actual shipping will be applied.

SHIPPING
Our primary shipping carrier is FedEx. Expedited options are available upon request. We also can ship using USPS, MOM (Mail on the Move for shipments to Canada only), or UPS upon request. We will do our best to ship out any order that is received by 3 PM CST the same day.

DROPSHIP ORDERS
We can drop ship products to your customer upon request. There are no handling or additional drop ship fees for orders over $25, orders under $25 will receive a $3 drop ship fee. When drop shipping, any packages that are returned due to an incorrect address provided may be subject to a charge. Any packages that are undeliverable due to, but not limited to, being refused by a customer, three unsuccessful delivery attempts or needing to be redirected, will result in additional return shipping charges. These chargers may be passed on to the dealer.

INTERNATIONAL SHIPPING
We reserve the right to not drop ship products to certain international destinations. Contact us if your shipping destination is outside the United States to confirm shipment possibilities. Any international shipment could be subject to a 1-3 day lead-time. Harris Communications does not recommend shipping equipment products outside the United States. Normal warranties do not apply and Harris Communications will not accept returns on products shipped outside the United States.

All orders shipped outside the United States may be subject to include, but not limited to, customs and tax fees. This will be the responsibility of the recipient. Any returned package fees or original shipping charges due to refusal of payment by recipient will be applied to the dealer.

ERRORS
Contact us if there is an error with your order. Errors on our part will be corrected at no cost. Errors on your part will be at your expense.

RETURNS
Returns must be made within 30 days after the sale to your customer and within 90 days of the date of your invoice (for stocking orders). You may request an RMA (Return Merchandise Authorization) number from your Harris Representative. This RMA number must be put on the outside of the returning box. Returns must be sent in separate packaging to preserve the original package and shipped freight prepaid within 14 days of receiving the RMA. Items that come back to us after 14 days of the RMA issue date will be subjected to a restocking fee of 10%-20% based on the condition of the item and the date of original purchase. Videos, DVDs, CDs discontinued items, and special order products are not returnable unless equipment is determined to be defective.

NOTE: Harris Communications will pay shipping costs for returned products ONLY if product is defective. If product is found NOT to be defective, the dealer will be charged.
PERSONAL GUARANTY:
I, ___________________, for good and valuable consideration, and in consideration of this Dealer Agreement, hereby personally and unconditionally guaranty each and every obligation, account, or indebtedness of Dealer to Harris Communications.

Guarantor’s Signature  Guarantor’s Name (Print Name)  Date
Tell us where to send important product updates!

We want to help you succeed and provide better service to your customers and clients. Periodically, you will receive information about new products that we are expecting in stock, discontinued products, price changes, product feature changes, and special offers and more.

The information is sent when there is news to share.

Removing your email from our list is easy! Click the “Unsubscribe” link at the bottom of the email and a confirmation will be sent to you.

Main Contact Information

Name: __________________________________________

Email: _________________________________________

If there are any other individuals in your company/organization that should receive this information, please submit their information below

Name: __________________________________________ Email: ______________________________

Name: __________________________________________ Email: ______________________________

Name: __________________________________________ Email: ______________________________

Send your signed copy to:

Fax: 952-906-1099
Email: cmacias@harriscomm.com

Signature: ______________________________________ Name: _____________________________

Date: __________________________________________

The product updates contain proprietary information of a competitive nature. We reserve the right to not subscribe a dealer who may misuse this information. To maintain the integrity of our mail list, any dealer who reports us as spam instead of unsubscribing will be removed from our mail list and not be put back on the list. Please notify us if you no longer want to receive the important product updates.
Data Feed License Agreement

This Agreement made and entered between Harris Communications, Inc. (hereinafter, “Harris”), and ______________________ (hereinafter, “Dealer”).

WHEREAS, Harris is a distributor of hearing assistive and related products; and

WHEREAS, Harris has developed and/or received customized and copyrighted digital artwork, photographs, images, datafeed and other digital sales, marketing or product-related materials used in connection with the sale and marketing of products (“Digital Sales Data”); and

WHEREAS, __________________ is a Dealer pursuant to that certain dealer agreement between the parties, dated ______________, 20___ (“Dealer Agreement”); and

WHEREAS, in furtherance of the purposes of the Dealer Agreement, Dealer desires to copy and/or use certain of the foregoing Digital Sales Data for use in marketing products sold by Harris and Dealer; and

WHEREAS, the parties are desirous of having a limited license agreement to facilitate Dealer use of Harris’ copyrighted and proprietary data in furtherance of the Dealer Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. Harris hereby grants a limited license to Dealer for its sole use of Digital Sales Data, in furtherance of the Dealer Agreement.

2. Harris’ website datafeed, all information contained within the datafeed and all other Digital Sales Data are the sole property of Harris. Harris agrees to grant this license to Dealer in consideration of Dealer’s agreement to purchase directly from Harris all products contained within the datafeed and other Digital Sales Data, and sold by Dealer. In addition to any other remedies set forth herein or in the Dealer Agreement, Harris reserve the right to request, and Dealer agrees to remove all Digital Sales Data from Dealer’s website, or any other social media selling point, at any time, for any reason.”

3. The parties agree that Digital Sales Data provided herein is confidential, proprietary and the breach of this Agreement would cause Harris substantial damage to its business and the parties agree that any and all legal or equitable remedies are necessary and appropriate to enforce the terms and conditions thereof.

4. Any breach of this Agreement by Dealer shall constitute a breach of the Dealer Agreement.

5. Use of Digital Sales Data shall be limited solely and exclusively to Dealer’s own use and Dealer agrees not to sell, transfer, assign or otherwise permit any other person, firm or corporation to use the Digital Sales Data licensed hereby.

6. This Agreement shall be construed in accordance with the laws of the State of Minnesota and Company agrees to submit to the jurisdiction of the State of Minnesota for purposes of enforcement of this Agreement.

Dealer: _______________________________ Harris Communications, Inc.

By: _________________________________ By: _________________________________

Its: _________________________________ Its: _________________________________

Date: _______________________________ Date: _______________________________
Captioned Phone Sales - Reseller Agreement

This reseller agreement is made and entered into by and between Harris Communications Inc. ("Harris") and its authorized dealer ("dealer"), as identified below.

WHEREAS "captioned phone(s)" refers to any telephone distributed by Harris designed to caption telephone conversations, including but not limited to the following models, as well as any successive models that come out after the date of this agreement:

- CapTel 840i, CapTel 880i, CapTel 2400i, Clarity Ensemble, CaptionCall

Dealer understands that FCC regulations expressly prohibit dealer, as well as any of the dealer’s own customers, from selling captioned phones at any price below $75.00 to an end user, and that failure to meet this requirement is a violation punishable by federal law. Dealer agrees to indemnify, defend, and hold Harris Communications Inc. and its officers and employees harmless from all claims, losses, damages, penalties, fines, sanctions, and expenses arising directly or indirectly out of such dealer’s failure to meet this requirement. Further, in the event dealer discovers that it (or any of its sub-dealers) failed to properly adhere to this requirement on the sale of any captioned phone, dealer agrees to inform Harris Communications immediately in writing so that appropriate corrective steps can be taken.

Dealer warrants & represents that it is not an audiologist, hearing aid dispenser, or other hearing health professional with whom people with hearing loss rely on for medical advice, and understands that these professionals are prohibited by the FCC from profiting on the sale of captioned phones.

Dealer understands that the following information must be submitted to Harris together with each captioned phone order before the FCC will allow us to process the order:

- End user’s name, phone #, email address, and physical address
- A copy of the invoice between you and your customer showing, at a bare minimum, the customer’s name and amount they paid for the phone

By signing below, dealer accepts, acknowledges, and agrees to adhere to all terms outlined above.

Company Name: _____________________________________________________

Dealer #: ____________________

Printed name & title of person signing: ____________________________________________________

Signature: _______________________________________

Date: ______________________________