

DEALER AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____ between PIONEER FAMILY BRANDS, INC. (the "Company") and _____ (the "Dealer").

WHEREAS, the Company represents and warrants that it has exclusive rights to the distribution of a dry beverage concentrate (the Product) for use solely in connection with the manufacture and sale of shaved ices under the TROPICAL SNO trademark and service mark, or any other logos, designs slogans or other marks of the Company all of which are collectively referred to as "Trademarks", and has authority to grant sublicenses to dealers (the Agreement) to retail shaved ice using the Product under the Trademarks subject to the terms and conditions contained in the Agreement.

WHEREAS, the Company is willing to sell the Product to dealer to retail shaved ice under the Trademarks and Dealer is willing to market the product under the Trademarks on the terms and conditions specified herein:

NOW THEREFORE, in consideration of the mutual promises contained herein and, subject to the terms and conditions of the Agreement, the Company and Dealer agree as follows:

1. The Company agrees to sell dealer the Product for use in the retailing of shaved ice only under the Trademarks and in the location designated as _____ (the Location) and Dealer agrees to sell shaved ice at the Location using only the Product and the Trademarks and agrees not to use any competitive product or sell shave ices under any competitive trademark or service mark as long as this agreement is in effect.

2. The Company grants to dealer a non-exclusive sublicense to use the Trademarks at the location. Dealer specifically agrees that :

- (a) the Company has the right and will control the nature and quality of the Product and services in connection with which the Trademarks are used:
- (b) Dealer will follow such standards as may from time to time be established by the Company for the Product and services in connection with the Trademarks and will allow the Company to conduct such inspection, tests, and audits as are reasonably necessary to ensure Dealer's compliance with such standards:
- (c) Other than the sublicense specifically granted herein, nothing contained in this Dealer Agreement shall be deemed to give Dealer any right, title or interest in or to the Product or to the Trademarks:
- (d) All use by Dealer of the Trademarks (or any mark, commercial symbol or logo confusingly similar thereto) will insure to the exclusive benefit of the Company and all goodwill associated therewith shall be the exclusive property of the Company; and:
- (e) Upon termination of this dealer Agreement for any reason, Dealer will remove and not thereafter use any signs depicting the Trademarks, or anything confusingly similar thereto and immediately destroy all advertising matter and other printed matter in dealer's possession or under dealer's control depicting the Trademarks, or anything confusingly similar thereto;
- (f) dealer will notify Distributor of the sale of any product, whether in the shave ice area or otherwise, utilizing the Trademarks or any mark confusingly similar thereto.

3. Dealer will purchase the Product pursuant to written orders on forms acceptable to the Company. Dealer acknowledges having been provided separately the current terms, conditions and prices for the sale of the Product and that such terms, conditions and prices are subject to being changed, altered, deleted or amended at any time. Dealer further acknowledges that all orders for the purchase of the Product are subject to acceptance by the Company and

availability of Product.

4. Dealer agrees to pay the Company the amount payable on all invoices submitted when due as provided therein.

5. The initial term of this Agreement shall be from the date hereof for a period of three (3) years unless sooner terminated in accordance herewith. This Agreement may be renewed for additional three (3) year terms if both parties agree to a renewal at least sixty (60) days prior to the date on which this agreement would otherwise terminate. Any renewal shall be subject to Dealer signing a then current Dealer Agreement.

In the event that either party breaches this Agreement in any way, the other party shall have the right to terminate upon ten (10) days written notice but only if the breach has not been duly remedied during such 10-day period. If the breach has not been remedied written notice of such termination shall be mailed, return receipt requested, to the terminated party and such termination shall be effective as of the date of such notice was mailed.

7. All information concerning Product and the Trademarks not intended for public display and advertising shall be deemed to be confidential and Dealer agrees to maintain such information in confidence and not disclose the same.

8. It is understood and agreed that the Company and the dealer are independent contractors and nothing contained herein is to be construed to create the relationship of partners, joint venturers, employer-employee or to imply that Dealer is an agent of the Company.

9. This Agreement may not be assigned by dealer and may be amended only by written document signed by both parties.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

11. This Agreement contains the entire agreement and only understanding between the parties with respect to the subject matter hereof and supersedes all previous agreements whether written or oral.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

DISTRIBUTOR:

PIONEER FAMILY BRANDS, INC.

By _____
(Title)

DEALER:

By _____
(Title)