



Genoray America Inc. 1073 N. Batavia St. Orange, CA 92867 (T) 855-GENORAY (F) 714-786-8919

Dealer Application for ZEN series C-Arms

A dealer must be able to answer yes to all questions in table below

Do you have capability for on-site technical support?	Can you purchase a reference unit?
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Are you applying as Dealer or Independent Sales Rep? (please circle one)

Legal Business Name _____

Trade / DBA Name _____

Business Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Website _____ Email _____

Corporation ____ LLC ____ Partnership ____ Sole Proprietorship ____ Any Other: _____

Date Established _____ Tax payer's # _____

Officer/CEO/Partner/Owner (please list up to three – if applicable)

Name _____ Phone _____

Home Address _____

Name _____ Phone _____

Home Address _____

Name _____ Phone _____

Home Address _____

Please provide three trade references.

Trade Reference (1) Name _____ Phone _____

Address _____ Length of relationship _____

Trade Reference (1) Name _____ Phone _____

Address _____ Length of relationship _____

Trade Reference (1) Name _____ Phone _____

Address _____ Length of relationship _____

<p>Thank you for your interest in being one of our dealers. Please fill out this application and send it to inquiry@genorayamerica.com or fax to 714-786-8919 along with copy of your seller's permit. This application does not bind you to any terms. You will be asked to sign separate dealer agreement after application and NDA has been approved.</p>

NDA agreement

This agreement is hereby entered into between Genoray America Inc. (Genoray) of 1073 N. Batavia St., Orange, CA 92867 and _____ Name _____ of _____ address _____ (Dealer).

Genoray, a manufacture of X-ray equipment and other medical equipment, has certain sensitive information that is shared with only privileged party who has signed this NDA agreement. Dealer agrees to receipt of these information through this agreement

Agreement

Acknowledgment of Confidentiality. Dealer acknowledges that they may be exposed to confidential and proprietary information of GENORAY.

Confidential Information does not include (i) information already known by Dealer, (ii) information in the public domain through no wrongful act of Dealer, or (iii) information received by Dealer from a third party who was free to disclose it.

Confidential Information. Confidential Information shall include, but not limited to, product formulations created by GENORAY. All data, materials, Dealer Policy, Dealer Price, Discount Policy, marketing plans, business plans, financial statements, rate information, product information, patents, trademarks, proprietary interests, materials and any other information obtained from GENORAY.

Covenant Not to Disclose. Dealer agrees not to use, commercialize, or disclose any Confidential Information to any person or entity except as GENORAY approves. GENORAY acknowledges that Dealer may share some of the information with third parties for the purposes of engineering design and pricing but only if Dealer has on file a signed nondisclosure agreement from the third party specifically regarding the information. Dealer agrees to use at least the same degree of care in safeguarding the Confidential Information as they use in safeguarding their own confidential information.

Terms of Agreement. The term (period) of this agreement shall become effective as of the date signed by dealer and shall continue without an expiration date unless a written document is executed in agreement of both parties to change, alter or terminate this agreement.

License and Return of Confidential Information. Dealer does not hold any right or licenses to use the information. Upon request from GENORAY, Dealer shall return information and copies thereof to GENORAY promptly upon demand.

<p style="text-align: center;"><u>Dealer:</u> _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Signature: _____ Date: _____</p> <p style="text-align: center; font-size: small;">By signing above, I certify that I fully understand the terms within this agreement and have power to enter in NDA agreement in behalf of company.</p>
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