



## 2017-2018 First-Year Dealer Agreement

This is an agreement between Southwestern/Great American, Inc., trading as SOUTHWESTERN ADVANTAGE, a Tennessee corporation, hereinafter called "Southwestern Advantage" and

(Dealer) Dana Zhumabekova [Please print] First Middle Last

hereinafter called "Dealer". Dealers in Southwestern Advantage products are sole owners of their retail businesses, and like sole proprietors everywhere, accept the potential financial risks and enjoy the potential financial benefits of their business.

**IN CONSIDERATION** of buying Southwestern Advantage products at wholesale prices, and for other good and valuable consideration which is acknowledged, Dealer agrees:

1. To operate in his/her own way, and according to law, in selling products published by Southwestern Advantage and purchased by Dealer at wholesale prices.
2. To complete an electronic business activity record to Southwestern Advantage at the end of each week so Southwestern Advantage may anticipate future wholesale orders and conduct incentive recognition programs.
3. That Dealer is a wholesale customer of Southwestern Advantage, and, as such, will furnish to Southwestern Advantage a satisfactory Parental Support Letter or a valid Letter of Endorsement, or will pay cash for goods ordered.
4. Products sold by Dealer are to be delivered by Dealer to Dealer's customers and collected for by Dealer. Dealer will remit weekly to Southwestern Advantage during the selling season all money collected by Dealer from the sale of products except necessary business expenses to the extent necessary to pay Dealer's account with Southwestern Advantage. Dealer's account with Southwestern Advantage shall be paid in full when Dealer's selling season ends or October 31, 2018, whichever is earlier.
5. That Dealer's gross profits will be the difference between retail and wholesale prices of merchandise sold and delivered by Dealer, and not by any form of hourly wage or commission, or guaranteed income in any form.
6. Therefore, in accordance with applicable federal and state laws, that Dealer is an Independent Contractor under this Dealer Agreement and cannot be treated as an employee or agent of Southwestern Advantage for Federal tax purposes, which includes workers' compensation for work related accidents and illnesses, personal injury or for any other purpose whatsoever.
7. Before commencing sales, to attend a Southwestern Advantage sponsored six-day training session in Nashville, Tennessee. The training sessions are free, and a sales case, and all necessary initial sales supplies and samples will be furnished to dealer at no charge. Dealer bears his/her own travel and food expenses to attend. Dealer may choose to purchase an accident insurance and inventory insurance policy at a premium not to exceed the Company's cost.

**IN CONSIDERATION** of these promises and agreements made by Dealer, Southwestern Advantage agrees:

8. To sell to Dealer products published by Southwestern Advantage which are distributed at the wholesale prices established by Southwestern Advantage and printed on the back of this sheet. Any changes in published prices will be communicated in writing during the company sponsored training session in Nashville. Dealer pays freight when ordering or returning products.
9. Southwestern Advantage promotes the wholesale business of its products by providing certain services beneficial to the operation of Dealer's retail business, including: all necessary initial sales supplies and samples free of charge; admission to the Southwestern Advantage's Sales School; providing appropriate and timely records of Dealer's account with Southwestern Advantage; processing consumer communications and credit card payments as they are received by Southwestern Advantage; and facilitating appropriate sales tax collections and remittances on behalf of Dealer.
10. All undamaged products left on Dealer's account will be repurchased by Southwestern Advantage at the same price charged. Return shipments must be made promptly upon completion of the delivery period.
11. This Dealer Agreement is for the period beginning the date indicated below, and ending upon completion of Dealer's delivery period in 2018; but may be extended by mutual agreement.
12. Dealer shall be free to exercise his/her own judgment as to time, place, and manner of selling products purchased under this Dealer Agreement. Dealer shall have no right to purchase, lease, or operate an automobile or other vehicle in the name of the Southwestern Advantage, or in any way to bind Southwestern Advantage in any agreement or undertaking with a third party.
13. Dealer will receive suggestions as to areas in which he/she may sell without competition from other dealers with the same products. These suggestions are not assignments and are non-binding on Dealers, although adhering to them ensures Dealer will receive the best possible marketing advice from Southwestern Advantage Sales Managers.
14. Upon satisfactory performance of this agreement, Dealer may refer to his/her record with the Southwestern Advantage, and request letters of reference from Southwestern Advantage that may be used in future career searches.

As Dealer is a wholesale customer of Southwestern Advantage ("Company") in good standing, these parties hereby agree that Dealer may also sell to his/her customers monthly subscriptions to the Southwestern Advantage web site, on these terms between Dealer and Company:

1. Dealer sales will be only by the subscriber's credit card or authorized bank draft/pre-authorized debit, and only confirmed by an online process required by the Company.
2. Subscriber will become Company's customer for Southwestern Advantage web site.
3. Following the initial charge for each paid subscription, Company will credit Dealer's wholesale account monthly with profit according to the profit percentages on Company's Suggested Retail Price Lists. This will continue during the first year for active dealers, according to current Company policy.
4. In the second year and each subsequent year, for each of the months paid by subscribers during Dealer's continuation as an active Southwestern wholesale customer, Company will credit Dealer's wholesale account with profit equal to 25% of the payment received from subscribers, according to then current Company policy.

Dealer's Signature Dana

Today's Date 28.12.2014

Recommended By \_\_\_\_\_

By \_\_\_\_\_

(Student Manager)

(Southwestern Advantage employee)

**Dealer Agreements are valid only when signed by authorized Southwestern Advantage Employee**

1007808

**Important - Please fill out the reverse side. Thank You**

Please fill in all blanks! Thank you.

Mr  Ms

YOUR HOME MAILING ADDRESS: (Please Print Clearly)  
(Address for Parent Mailings:)

Parent's Names Gulnara Aldambergenova

Street, Box, etc. Kulbarsk balyr, 25

City, State, Zip Code Zhanaozen, Kazakhstan, 130200

Home Phone Number (+4) 4293449964

Parents' E-mail aldambergenov69@mail.ru

ADDITIONAL PARENT INFO: (Please Print Clearly)

Parent's Name

Street, Box, etc.

City, State, Zip Code

Home Phone Number ( )

Parents' E-mail Address

Dana Zhumabekova

First

Middle

Last

UNIVERSITY or COLLEGE: Nazarbayev University

ADDRESS WHERE YOU RECEIVE MAIL AT UNIVERSITY OR COLLEGE:  
(Please print clearly)

Street Kabanbay Bulyr Ave, 53

PO Box, Apt #, or Dorm # Block 23/514

City, State, Zip Code Astana, Kazakhstan, 010000

Cell Phone Number (+4) 4485684410

E-mail dana.zhumabekova@nu.edu.kz

Your Birth Date 11/28/1994

Month / Day

High School Attended 163 Zhanaozen Kazakhstan, 2025  
Name City State Year Graduated

Declared Major Computer Science

Country of Citizenship/ Perm. Residence Kazakhstan

Your Current Year in School (Check One)

- G High School       G Junior (Third Year)  
 G Freshman (First Year)       G Senior (Fourth Year)  
 G Sophomore (Second Year)       G Other

Overall Grade Point Average (A = 4.0) 3.82

Are you a member of a fraternity/sorority?  G Yes  G No

How Recruited - (Student Manager Please Check One)

- G 01 Friend/Acq.       G 06 Everywhere You Go       G 11 Career Fair  
 G 02 Team Rec       G 07 Float       G 12 Stu.Org.  
 G 03 Recom-Other       G 08 Survey       G 13 Alumni Rec.  
 G 04 Prepaid       G 09 Phone/Email Dir       G 14 Legacy Alum  
 G 05 Ad/Sign       G 10 Website       G 15 Other

Sales School Week (Student Manager Please Check One)

- G (5) Apr 23-28       G (6) Apr 30-May 5       G (7) May 7-12  
 G (8) May 14-19       G (9) May 21-26       G (10) May 28-June  
 G (11) June 4-9       G (12) June 11-16       G (13) June 18-23

For Student Manager Use: Date:

G US G CN

Recommended by:

Sales Mgr.

Student Mgr.

Acct. #

Office Use Only:

Parent SAP #

Date Entered

Dealer SAP #

Sec. Initials

DA SAP #

1st Year - Dealer Agreement Revised 8/11/2017

YOUR NAME (Please Print Clearly)

(Please circle one)

Dana Zhumabekova Ray

Как показывает опыт, студенты могут получить значительную поддержку от своих родителей, а участие родителей – долгая традиция в нашей компании. Этот бланк является подтверждением поддержки для Вашего сына/Вашей дочери в течение лета.

Мы благодарим Вас за Вашу поддержку и желаем Вам и Вашей семье всего наилучшего.

**Заявление поддержки родителей( Пожалуйста, заполните латиницей)**

Я (мы) родитель(и) или законные представители Zhumabekova Dara, который(ая) изъявляет желание принять участие в летней программе от компании «Southwestern Advantage». Я (мы) понимаем, что Zhumabekova Dara планирует вести свою собственный бизнес по продаже образовательной системы в летнее время, с условием, что какие-либо непроданные продукты в пригодном состоянии могут быть возвращены компании «Southwestern Advantage» за их полную стоимость. Я (мы) ниже выражаем ему/ей свою поддержку в этом начинании и соглашаемся выступить гарантом на сумму 500(пятьсот) долларов США в случае, если он/она не выполнит финансовые обязательства перед компанией «Southwestern Advantage».

Подпись(и): .....   
Имя (печатными буквами): Aldambergenova Gulnara Amenbaeva  
Адрес: Akbulak microdistrict, Kulbanak batyr Ave, 25  
Город, индекс, страна: Zhanaozen, 130200, Kazakhstan  
Тел.номер (в течение дня): +74016048669  
E-mail адрес: aldambergenov69@mail.ru  
DSM: ..... Менеджер студента.....  
Подпись студента: Dar  
Дата: 25.12.2014

