



## AMASIA Application Form

Please complete application, sign it and send to AMASIA at [applications@amasiacorp.com](mailto:applications@amasiacorp.com) or deliver to an AMASIA representative to apply. If you have any questions contact AMASIA at [info@amasiacorp.com](mailto:info@amasiacorp.com).

1. BUSINESS INFORMATION			
Business Name			
Business ID Number			
Business Address			
Mailing Address <i>If Different from Above</i>			
Phone Number		Fax Number	
Website		<b>AMASIA Associate Name who Referred you to AMASIA</b>	
Contact Email			
Company President/Owner		Contact Direct Phone Number	
Year Established		Number of Employees	
Business Type		Annual Revenue	

Gross Sales Last Year		Percentage of Sales from Exported Goods																													
<b>2. PRODUCT INFORMATION</b>																															
<p>Products Manufactured</p> <p>Please list products that you manufacture or sell. Choose all that apply:</p> <table border="0"> <tr> <td><input type="checkbox"/> Outdoor Lifestyle Decor</td> <td><input type="checkbox"/> Outdoor Furniture</td> </tr> <tr> <td><input type="checkbox"/> BBQ Grills, Tools, and Accessories</td> <td><input type="checkbox"/> Home Textiles (Towels, Blankets, Curtains, etc...)</td> </tr> <tr> <td><input type="checkbox"/> Carpets and Rugs</td> <td><input type="checkbox"/> Seasonal/Holiday Decor</td> </tr> <tr> <td><input type="checkbox"/> Lamps, Decorative Lighting Fixtures</td> <td><input type="checkbox"/> Bedding</td> </tr> <tr> <td><input type="checkbox"/> Kitchen Decorative Fixtures and Gadgets</td> <td><input type="checkbox"/> Electrical tools</td> </tr> <tr> <td><input type="checkbox"/> Cookware and Bakeware</td> <td><input type="checkbox"/> Apparel</td> </tr> <tr> <td><input type="checkbox"/> Sunglasses</td> <td><input type="checkbox"/> Toys</td> </tr> <tr> <td><input type="checkbox"/> Jewelry/Watches/Accessories</td> <td><input type="checkbox"/> Handbags/Purses</td> </tr> <tr> <td><input type="checkbox"/> Decorative Art and Paintings</td> <td><input type="checkbox"/> Small Appliances</td> </tr> <tr> <td><input type="checkbox"/> Pictures and Frames</td> <td><input type="checkbox"/> Art Supplies</td> </tr> <tr> <td><input type="checkbox"/> Luggage</td> <td><input type="checkbox"/> Pet Supplies</td> </tr> <tr> <td><input type="checkbox"/> Dinnerware/Flatware/Drinkware</td> <td><input type="checkbox"/> Laundry Supplies (Hampers, Ironing Boards, etc...)</td> </tr> <tr> <td><input type="checkbox"/> Lawn and Garden Tools</td> <td><input type="checkbox"/> Giftware (Vases, Centerpieces, etc...)</td> </tr> <tr> <td><input type="checkbox"/> Kitchen Organization and Food Storage</td> <td><input type="checkbox"/> Other (please describe): _____</td> </tr> </table>				<input type="checkbox"/> Outdoor Lifestyle Decor	<input type="checkbox"/> Outdoor Furniture	<input type="checkbox"/> BBQ Grills, Tools, and Accessories	<input type="checkbox"/> Home Textiles (Towels, Blankets, Curtains, etc...)	<input type="checkbox"/> Carpets and Rugs	<input type="checkbox"/> Seasonal/Holiday Decor	<input type="checkbox"/> Lamps, Decorative Lighting Fixtures	<input type="checkbox"/> Bedding	<input type="checkbox"/> Kitchen Decorative Fixtures and Gadgets	<input type="checkbox"/> Electrical tools	<input type="checkbox"/> Cookware and Bakeware	<input type="checkbox"/> Apparel	<input type="checkbox"/> Sunglasses	<input type="checkbox"/> Toys	<input type="checkbox"/> Jewelry/Watches/Accessories	<input type="checkbox"/> Handbags/Purses	<input type="checkbox"/> Decorative Art and Paintings	<input type="checkbox"/> Small Appliances	<input type="checkbox"/> Pictures and Frames	<input type="checkbox"/> Art Supplies	<input type="checkbox"/> Luggage	<input type="checkbox"/> Pet Supplies	<input type="checkbox"/> Dinnerware/Flatware/Drinkware	<input type="checkbox"/> Laundry Supplies (Hampers, Ironing Boards, etc...)	<input type="checkbox"/> Lawn and Garden Tools	<input type="checkbox"/> Giftware (Vases, Centerpieces, etc...)	<input type="checkbox"/> Kitchen Organization and Food Storage	<input type="checkbox"/> Other (please describe): _____
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Have you ever sold products in the U.S. or any other countries before? If yes, please specify.

(a) Under what name did you sell to U.S. buyers? \_\_\_\_\_

(b) Did you sell to a distributor or wholesaler? \_\_\_\_\_

a. If yes, to whom did you sell? \_\_\_\_\_  
\_\_\_\_\_

(c) Did you sell to a large retail operation? \_\_\_\_\_

a. If yes, to whom did you sell? \_\_\_\_\_  
\_\_\_\_\_

Describe the product(s) you will be selling, and explain the advantages of your products over other comparable products in the international market.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List All Patents and Certifications

_____	_____
_____	_____
_____	_____
_____	_____

Are there any electrical or electronic components, or other components in your product that will require UL testing for safety? If so, describe:

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Were any hazardous or toxic chemicals used in the manufacturing process? If so, describe:

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### 3. OTHER DOCUMENTS

Applicant must provide certified copies and certified English translations of the following business documents within 7 days of the date of application submission:

- Business Registration
- Product Catalog with FOB Pricing

What area(s) of interest do you have in partnering with AMASIA?

1. Direct Supplier \_\_\_\_\_
2. Retail Consignment and Distribution \_\_\_\_\_
3. Other (please describe) \_\_\_\_\_

#### 4. AGREEMENTS, DISCLAIMER, and SIGNATURES

By signing below, you, the business, and each authorized signer(s), (collectively “You”), acknowledge and agree; that the information You provided is accurate, complete, and true and that You have instructed AMASIA as to the proper title of the account and we may rely on the information in our dealings with your company, now and in the future; that AMASIA may receive information about Your financial history and performance from others, including credit reporting agencies; to the terms and conditions contained in this application; that You have reviewed and will retain for Your records the AMASIA Agreement, and by signing below You acknowledge it’s receipt and agree to the terms.

By signing below, whether You are a corporation, partnership, limited partnership, limited liability company, or other entity separate from its owner(s), You certify that You, by Resolution or otherwise, duly adopted in accordance with Your charter, bylaws, and applicable law, are authorized to enter into this Agreement, apply for and maintain membership with AMASIA, sign up for additional products and services with AMASIA, and to take all other actions and steps reasonable or necessary to do so, and deliver any instruments, or agreements as necessary to AMASIA. Any action hereto taken by you is hereby ratified and confirmed. Unless or until AMASIA is given written notice otherwise, any one of the undersigned shall have full power and authority to act on your behalf. It shall not be necessary for AMASIA to inquire further into your powers or powers of your officers, directors, partners, managers, members, or agents purporting to act on your behalf.

**HOLD HARMLESS:** Applicant shall defend, indemnify, and hold harmless AMASIA from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, and/or injury whether brought by an individual or other entity, or imposed by a court of law or by an administrative action of any government body or agency, arising out of or incidental to any acts, errors or omissions or willful misconduct or misrepresentation of Applicant, its personnel, employees, agents, contractors or volunteers in conjunction with or arising out of Applicant’s actions in application for membership.

Specifically, should any application be initially approved by AMASIA, then subsequently denied for any just cause or reason, AMASIA shall not be liable for any losses sustained by Applicant, nor will Applicant be entitled to refund of any processing fees or expenditures made during the application process. Such expenditures may include, but not limited to: processing fees, attorney’s fees, visa filing fees and business registration or licensing fees, travel expenses, and any and all expenditures made by applicant. Further, that this indemnification applies if finance company JJAIG denies funding for any reasonable cause, including excessive risk, personal or business creditworthiness, or any justifiable reason for denial of funding.

This indemnification applies to and includes, without limitations, the payment of all penalties, fines, judgments, awards, decrees, attorney’s fees and related costs or expenses, as well as any economic or financial loss of any kind, and any reimbursements to AMASIA for all expenses and costs incurred by it.

The Parties have entered into and intend to enter into further discussions regarding potential business arrangements.

The Parties possess certain technical, economic and/or business information relating to its own operations; plan of operations; and current and anticipated customers, suppliers, employees and consultants, which each organization considers proprietary.

The Parties wish to make mutual disclosures and exchanges of their respective proprietary data to each other for the purpose of assessing the possibility of establishing a mutually beneficial business relationship.

NOW, THEREFORE, in consideration of these premises, promises and agreements hereinafter set forth, the parties hereto agree as follows:

**Protection of Proprietary Data.** The Recipient agrees that, without the express written consent of the Discloser, it shall not publish, disclose, divulge, use, reverse engineer, profit from, or deal with in any manner, directly or indirectly, any of the Proprietary Data disclosed to the Recipient by the Discloser or any of its agents or employees. The confidentiality obligation created hereby shall also pertain to all notes, analyses, compilations, studies, interpretations or other documents prepared by the Discloser or its attorneys, accountants, consultants, bankers, and financial advisors (collectively, “**Representatives**”), which contain, reflect or are based upon, in whole or in part, the Proprietary Data furnished to the Recipient or its Representatives by the Discloser pursuant thereto.

**Term.** This Agreement shall be effective as of the earlier of the date on which the first disclosure between the parties occurred or the date of this Agreement and may be terminated by either party by written notice to the other party; provided that sections 3, 5, 6, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21, shall survive the termination of this Agreement for a period of ten (10) years after termination.

**Limitation on Use of Proprietary Data.** All rights to such Proprietary Data disclosed pursuant to this Agreement are reserved by the Discloser; Recipient shall not use such Proprietary Data disclosed to benefit itself or others, except for the purpose of its own internal evaluation pertaining to the foregoing premises, and will not disclose such Proprietary Data to other parties except as authorized under Article 5.4 below, unless and until expressly authorized in writing to do so by the Discloser, subject, however to the provisions of paragraph 5.3 below.

No license or conveyance of any rights to either party is granted or implied by the disclosure of Proprietary Data by Discloser except as provided herein. No right to use is warranted by Discloser by the furnishing of Proprietary Data to Recipient.

Notwithstanding that this Agreement shall have been terminated or shall expire, Recipients shall keep in confidence, not use for their own benefit, and prevent the disclosure to any person, firm or corporation or persons outside their organization or to any unauthorized person or persons, all Proprietary Data which is received by the Recipient pursuant to this Agreement; provided, however, that Recipient shall not be liable for disclosure or use of any Proprietary Data:

if it was in the public domain at the time it was disclosed or falls within the public domain, except through a breach of this Agreement; or

if it was known to Recipient at the time of disclosure as established by documentary evidence; or

if it was disclosed with the written approval of the Discloser subject to any restrictions on further disclosure or confidentiality obligations contained in such written approval; or

if it becomes known to the Recipient without an obligation of confidentiality from a source other than Discloser without breach of this Agreement by the Recipient; or

if it was independently developed by the Recipient without the benefit of Proprietary Data received from the Discloser as established by documentary evidence; or

if it is required to be disclosed by judicial order, but only to the extent required by such order; provided, however, that if only a portion of any Proprietary Data falls within any one of these exceptions, the remainder shall continue to be subject to this Agreement.

after a period of ten (10) years following the termination of this agreement provided that Proprietary Data that is considered a trade secret of the Discloser under normal international trade practice shall continue to be held in confidence under this Agreement until such Proprietary Data is no longer a trade secret.

The Recipient agrees to limit the disclosure of the Proprietary Data to those who have a need to know to accomplish the purposes of this Agreement and who are bound by an obligation of confidentiality with terms at least as stringent as those contained herein. This Agreement shall apply to, and the Recipient shall be responsible for any violations of this

Agreement by, its parents, subsidiaries, affiliates, representatives, consultants, advisors, employees, members, agents, and Representatives, and the Recipient agrees to indemnify, defend, and hold harmless the Discloser from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising from such violations.

**Copying of Proprietary Data.** Proprietary Data shall not be copied or reproduced without the express written permission of the Discloser, except for such copies as may be reasonably required for internal evaluation by the Recipient.

**Limitation of this Agreement.** All parties understand and agree that no contract or agreement providing for any transaction involving the parties shall be deemed to exist between the parties unless and until a definitive agreement has been executed and delivered, and all parties hereby waive, in advance, any claims (including, without limitation, breach of contract) in connection with any transaction unless and until all parties shall have entered into a final definitive agreement.

**Return of Proprietary Data.** All Proprietary Data and copies thereof shall be returned to the Discloser within thirty (30) days of receipt of a written request by the Discloser for the return of such Proprietary Data; and all analyses of Proprietary Data shall be promptly destroyed.

**Superseding Effect.** This Agreement embodies all the understanding between the parties hereto concerning the subject matter hereof, and merges all prior discussions and writings, if any, between them as to the Proprietary Data to be disclosed. Neither of the parties shall be bound by any conditions, warranties, or representations with respect to the Proprietary Data to be included, other than as expressly provided in this Agreement or as duly set forth subsequent to the date hereof in writing and signed by all parties. Any information disclosed by Discloser to Recipient prior to the effective date of this Agreement is deemed to be Proprietary Data and shall be held in confidence pursuant to the terms hereof.

**United States Government Regulations.** Recipient and its employees shall not disclose any Proprietary Data or other information furnished hereunder in any manner contrary to the laws and regulations of the United States of America, or any agency thereof, including but not limited to Export Administration Regulations of the U.S. Department of Commerce and the U.S. Department of State. All parties shall advise the others of any Proprietary Data which is subject to such regulations.

**Warranty.** Each party represents that it is under no obligation to any third party that would interfere with its disclosing the above described Proprietary Data to the other party; and further represents that any Proprietary Data which it disclosed to the other party is not Proprietary Data with respect to which the disclosing party is under any obligation to keep confidential or which the disclosing party knows to be the proprietary property of any third party.

**Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Florida USA without giving effect to the choice of law provisions thereof. Except for actions for preliminary and permanent injunctive relief pursuant to Section 15, which may be brought in any court of competent jurisdiction, the parties also hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the Courts of the State of Florida and of the United States of America located in the County of Duval, State of Florida, for any actions, suits or proceedings arising out of or relating to this Agreement and the transaction contemplated hereby (and the parties agree not to commence any action, suit or proceeding relating thereto except in such courts). The parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transaction contemplated hereby, in the courts of the State of Florida, County of Duval, or the United States of America for the Northeastern District of Florida, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

**Remedies.** The Recipient recognizes that a breach or threatened breach of this Agreement will result in irreparable harm to the Discloser and its successors and assigns. The Recipient hereby acknowledges and agrees that in the event of any violation or threatened violation hereof, the Discloser shall be authorized and entitled to obtain from any court of competent jurisdiction preliminary and permanent injunctive relief as well as an equitable accounting of all profits or benefits arising out of such violation, which rights and remedies shall be cumulative and in addition to any other rights or remedies to which the Discloser may be entitled.

**Attorneys' Fees and Costs.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, expenses, and necessary disbursements

incurred by the prevailing party in connection with any such action or proceeding, in addition to any other relief to which such party may be entitled.

**Amendments and Modifications.** This Agreement may be amended or modified only by written agreement of the parties hereto.

**Authority to Execute.** All parties represent and warrant that the execution, delivery, and performance of this Agreement has been duly and effectively authorized by each party's governing body. No other corporate or other proceedings on the part of the parties are necessary to authorize this Agreement and the actions contemplated herein. This Agreement constitutes a valid and binding obligation of each party. Those individuals executing this Agreement on behalf of each party have been duly and effectively authorized to do so.

**Language.** If this Agreement is translated into any other language, the English language version of this Agreement shall control.

Company Owner or Chief Corporate Executive

Name \_\_\_\_\_

Company Seal

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

For AMASIA official use only. Please leave blank.

Case No.: \_\_\_\_\_

Received By: \_\_\_\_\_

Received Date: \_\_\_\_\_