

REPRESENTATION OF RIGHT TO USE MARK

The undersigned Customer/Distributor has placed an order to purchase from Wearwell, its InVision product. The InVision product incorporates the Name, Logo, Trademark, and/ or other Indicia of Ownership (the "Mark") of either the Customer or a third party Customer to which the Distributor intends to sell. The Customer/Distributor represents and warrants to Wearwell that it either owns, has licensed or has the express permission to use the Mark, and incorporate same onto the InVision product. The Customer/Distributor agrees to indemnify Wearwell for any and all liability that may result from the use of the Mark on the InVision product. This indemnification includes the cost of defense, reasonable attorney fees and/or any judgment or settlement that may result from any claim and/or lawsuit from the use of the Mark. The Customer/Distributor acknowledges that Wearwell has relied on this Representation of Right to Use Mark in accepting the order to manufacture the InVision product with the Mark.

Customer / Distributor Company Name
Authorized Signature
Printed Name
Title
 Date

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