

have access to such products at all reasonable times, and shall make provision for such access to any location where the products shall be located. Any name plate or evidence of ownership tag placed on any product shall remain on such product and not be removed until delivered pursuant to paragraph 4 hereof. Southard shall keep such products separate from all other merchandise kept in any of the locations in which such products are located.

4. The absolute title to all products covered by this Agreement shall remain in Wayne until title thereto shall pass to the purchaser thereof under the terms of authorized sales thereof by Wayne. Upon such sales and pursuant to the terms thereof the products covered hereby shall be shipped in accordance with Wayne's customary freight policy only to:

- (a) Any authorized distributor of Wayne, if but only if such distributor is in good standing; or
- (b) Any other purchaser, if but only if Southard has first obtained a written order and written approval from Wayne to ship such goods.

Upon written request by Wayne, Southard shall deliver to Wayne at such place or places as Wayne shall designate in writing any or all products received theretofore by Southard under this Agreement and not yet delivered by Southard pursuant to this paragraph.

5. Southard shall maintain records of all products delivered to him at any location agreed upon pursuant to paragraph 3 hereof and shall submit regular reports to Wayne concerning the location and delivery of such products.

6. Southard shall not receive any remuneration or reimbursement for any services performed or expenses incurred under this Agreement.