SALES REPRESENTATIVE AGREEMENT

This Agreement is made and entered into by and between _____, the "Company" and _____ (the "Sales Representative").

The parties hereto agree as follows:

APPOINTMENT

Company hereby appoints the Sales Representative to act as its exclusive sales representatives to promote and solicit orders for: _____ (the "Products") in the following territory _____("Territory").

The Sales Representative is not authorized to solicit orders for the Products in any other geographical area outside the Territory. The Sales Representative does hereby accept such appointment and agrees to act as Sales Representative under the terms and conditions specified in this Agreement.

TERM

This Agreement shall be in effect as of _____ and shall continue for a period of _____ years. Thereafter, this Agreement shall be automatically renewed on a yearly basis. Notwithstanding the foregoing, either party shall have the right to terminate this Agreement at any time upon giving thirty (30) day notice in writing to the other party.

RESPONSIBILITIES

Sales Representative shall use its best efforts to solicit orders for the sale of the Products by presenting the Products in a clear, understandable and professional manner. The Sales Representative shall solicit orders for the Product in accordance with such procedures, prices, and terms and conditions as set forth by the Company from time to time. All orders solicited by Sales Representative will be subject to Company's approval.

INDEPENDENT CONTRACTOR

Sales Representative shall provide the Services as an independent contractor and Sales Representative shall not act as an employee of the Company. As an independent contractor, Sales Representative will be solely responsible for paying any and all taxes levied by applicable laws on its compensation. Sales Representative understands that Company will not withhold any amounts for payment of any taxes from Sales Representative's compensation.

PAYMENT

During the term of this Agreement, Company shall pay the Sales Representative for its Services on the following terms: _____.

EXPENSES

The Company agrees to reimburse any pre-approved out of pockey expenses incurred by the Sales Representative in connection with the Services, including, but not limited to, travel expenses.

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CONFIDENTIALITY

Sales Representative in the course of performing the Services hereunder may gain access to certain confidential or proprietary information of the Company. Such Confidential Information shall include all information concerning the business, affairs, products, marketing, systems, technology, customers, end-users, financial affairs, accounting, statistical data belonging to the Company and any data, documents, discussion, or other information developed by Sales Representative hereunder and any other proprietary and trade secret information of Company whether in oral, graphic, written, electronic or machine-readable form. The Sales Representative agrees to hold all such Confidential Information of the Company in strict confidence and shall not, without the express prior written permission of Company, (a) disclose such Confidential Information to third parties; or (b) use such Confidential Information for any purposes whatsoever, other than the performance of its obligations hereunder. The obligations under this Section shall survive termination or expiration of this Agreement.

TERMINATION

Either party may terminate this Agreement for convenience by providing thirty (30) days written notice ("Termination Notice") to the other party.

If a party to this agreement violates its obligations to be performed under this Agreement, the other party may terminate the Agreement by sending a thirty (30) day notice in writing. Upon receiving such notice, the defaulting party shall have thirty (30) days from the date of such notice to cure any such default. If the default is not cured within the required thirty (30) day period, the party providing notice shall have the right to terminate this Agreement.

ASSIGNMENT

Sales Representative shall not assign any of his or her rights under this Agreement, or delegate the performance of any of the obligations or duties hereunder, without the prior written consent of the Company and any attempt by Sales Representative to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be sent by certified postal mail to the parties at the addresses listed below.

Company:

_____

_____

_____

Sales Representative:

_____

_____

_____

GOVERNING LAW

This Agreement is bound by the laws of the State of _____.

DISPUTE RESOLUTION

All disputes under this Agreement shall be settled by arbitration before a single arbitrator pursuant to the commercial law rules of the American Arbitration Association. Arbitration may be commenced at any time by any party hereto giving written notice to the other party to a dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto. This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith shall be final and binding without right of appeal.

SEVERABILITY

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect.

LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION, DAMAGES FOR LOSS OF PROFITS, INCURRED BY THE OTHER PARTY ARISING OUT OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NEITHER PARTY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT SHALL EXCEED THE AMOUNTS PAID TO SALES REPRESENTATIVE.

INDEMNIFICATION

Each party shall at its own expense indemnify and hold harmless, and at the other party's request defend such party its affiliates, subsidiaries, successors and assigns officers, directors, employees, sublicensees, and Sales Representatives from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses and costs (including attorney's fees and court costs) which arise directly or indirectly out of or relate to (a) any breach of this Agreement, or (b) the gross negligence or willful misconduct of a party's employees or Sales Representatives.

ENTIRE AGREEMENT; AMENDMENT

This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between the parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the parties.

WAIVER

The waiver by either party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

The parties agree that this Agreement shall become effective on _____/

_____

Company Representative

Date _____

_____

Sales Representative

Date _____

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