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Company Name, Inc
Company Name Master Agent Agreement

This Company Name Agreement (the "Agreement"), dated _____, 200__ (the "Effective Date"), is made and entered into by and between Company Name, Inc., a Washington corporation (referred to herein as "XXXXXX") with its address at _____ and _____, with its principal place of business located at _____.

SECTION 1. Definitions

Whenever used in this Agreement, the following terms will have the following specified meanings:

"Commission" is defined in paragraph 4.1.

"Customer" means any Person located in the Territory who subscribes or acquires any Product from COMPANY NAME MASTER AGENT under this Agreement for his, her, or its own use and not for resale or distribution to any third party.

"Equipment" means any hardware provided by Company Name or its subcontractors to COMPANY NAME MASTER AGENT or Customer for utilization of the Company Name Products.

"Person" means any individual, corporation, partnership, trust, association, governmental authority, individual, or other legal entity.

"Products" means the Company Name products and services specified in the attached Exhibit A and such other products and services as Company Name may add to Exhibit A periodically during the Term.

"Sale" means a completed transaction with any Customer located in the Territory resulting from Marketing by COMPANY NAME MASTER AGENT, which transaction will be deemed to occur only upon: (a) execution during the Term by Customer of an order (e.g., subscription agreement) accepted by Company Name for the Products; (b) the satisfaction or removal of all contingencies or conditions which could result in the termination, cancellation or rescission of the order or subscription; (c) the full initial payment required from Customer for receipt of Products received by COMPANY NAME; and (d) the installation of Equipment and delivery of such Products to the Customer during or within ninety (90) days after the end of the Term.

"Marketing" means the procurement of Sales and other efforts to be performed by COMPANY NAME MASTER AGENT for Company Name under this Agreement.

"COMPANY NAME MASTER AGENT Principal" means the majority or sole owner or shareholder of COMPANY NAME MASTER AGENT where COMPANY NAME MASTER AGENT is an entity other than an individual or sole proprietor.

"Term" means the term of this Agreement as specified in Section 6.

"Territory" means that geographic area described in Exhibit C.

"Trademarks" means the trademarks, service marks, trade dress, trade names, corporate names, proprietary logos or indicia and other source or business identifiers of Company Name as set forth in the attached Exhibit A.

SECTION 2. Authority of COMPANY NAME MASTER AGENT

2.1 Appointment. Subject to the terms and conditions of this Agreement, Company Name hereby appoints COMPANY NAME MASTER AGENT as a non-exclusive right to solicit Sales of the Products during the Term from Customers located in the Territory. COMPANY NAME MASTER AGENT will not solicit Sales from anyone located outside the Territory without the prior written consent of COMPANY NAME. Company Name and its affiliates reserve the right to appoint other sales COMPANY NAME MASTER AGENTS to solicit Sales of the Products in and outside the Territory and to directly solicit Sales of the Products from anyone located in or outside the Territory.

2.2 Master Agent. COMPANY NAME MASTER AGENT is a Master Agent, not an employee, franchisee, partner, dealer, distributor or reseller of COMPANY NAME. Without limiting the generality of the foregoing, COMPANY NAME MASTER AGENT will not represent or hold itself out as an employee, franchisee, partner, dealer, distributor or reseller of COMPANY NAME. COMPANY NAME MASTER AGENT will pay all costs associated with performing the Marketing, including but not limited to all taxes applicable to or arising from the performance of the COMPANY NAME MASTER AGENT or the compensation paid to COMPANY NAME MASTER AGENT under this Agreement. This Agreement will not be interpreted or construed as creating or evidencing any association, joint venture, or partnership between the parties or as imposing any partnership obligation or liability on any party.

2.3 Prices and Promotional Materials. Company Name will furnish COMPANY NAME MASTER AGENT with current prices and terms for the Products. Company Name will have exclusive control of and may at any time change the price and terms of sale and subscription for any Product. Company Name will endeavor to give COMPANY NAME MASTER AGENT at least thirty (30) days' prior written notice of any increase in prices. Company Name will furnish COMPANY NAME MASTER AGENT with such promotional literature, price lists, order forms, data, Product information, and other items as Company Name deems appropriate for COMPANY NAME MASTER AGENT's performance of the Marketing. COMPANY NAME MASTER AGENT will use such items only for performance under the terms of this agreement.

2.4 Acceptance of Orders. All orders and other offers to purchase Products solicited or received by COMPANY NAME MASTER AGENT will be subject to written acceptance by COMPANY NAME. Company Name shall have the right in its sole discretion to accept or reject all or part of any order(s) for units of the Products solicited or received by COMPANY NAME MASTER AGENT for any reason within thirty (30) days of receipt by Company Name of the subscription agreement or proposed subscription agreement with Customer.

2.5 Authority. COMPANY NAME MASTER AGENT will have authority to receive the initial payment or credit/debit information for COMPANY NAME. COMPANY NAME MASTER AGENT will require all payments by Customer received by COMPANY NAME MASTER AGENT to be payable only to COMPANY NAME. Thenceforth, Company Name will invoice all Customers directly. COMPANY NAME MASTER AGENT will instruct all Customers with whom it deals to make all further payments to Company Name as provided in the subscription agreement. If COMPANY NAME MASTER AGENT receives any payment from any Customer or otherwise for COMPANY NAME, COMPANY NAME MASTER AGENT will, within five (5) days, forward the payment to Company Name in the same form in which it is received by COMPANY NAME MASTER AGENT. Other than as Company Name may direct in writing, COMPANY NAME MASTER

AGENT will not have any authority to accept the cancellation or return of, or to make any allowances for, any Products sold.

2.6 Equipment. Any Equipment provided to COMPANY NAME MASTER AGENT or Customers shall remain the property of Company Name unless otherwise provided in writing or invoice signed by COMPANY NAME.

2.7 Support. COMPANY NAME MASTER AGENT shall have no obligation for installation, use, or support of Products by Customers but may provide such other products and services to Customers as they may request that are not Products otherwise available from COMPANY NAME, except as otherwise provided in this Agreement including without limitation Section 5.6.

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