

12. No regulatory agency ever endorses or approves any company or compensation plan and the Dealer makes neither claim, nor promise to anyone.

13. The Sales Representative will make no statements, claims, representations or warranties respecting the Dealer's products, which are not contained in official Dealer promotional materials produced and distributed by the Dealer.

14. The Sales Representative shall make no false or misleading statements concerning the Dealer, the Dealer's products or services, affiliates or suppliers.

15. This Agreement may be modified from time to time to meet legal requirements and changes in economic and/or political conditions. The Dealer agrees to give thirty (30) days notice of such modification.

16. The Sales Representative understands the Policies and Procedures as well as this Agreement and will adhere to them. Any violation of this Agreement may result in termination of this Agreement at Dealer's option.

17. In order to protect against unauthorized promises, which cannot be fulfilled, the Dealer shall have the absolute right, at Dealer's discretion:

(A) To refuse to accept any orders procured through the Sales Representative and to refuse to ship the goods described herein.

(B) To make any allowances or adjustments to orders and accept any returns of any shipments.

(C) The Dealer shall notify the Sales Representative in writing of such refusals, allowances or adjustments.

18. **Restrictions on products.** The Sales Representative shall sell, on behalf of the Dealer or when representing their self as a representative of the Dealer only those UCS of A products and/or services as approved by the Dealer.

19. **Expenses.** The Sales Representative shall be responsible for all expenses incurred by the Sales Representative in performance of their duties unless otherwise set forth in writing between the parties.

20. **Duration of Agreement.** This Agreement shall continue until terminated by either party upon thirty (30) days written notice to the other. Sixty (60) days of consecutive inactivity by Sales Representative may result in termination by Dealer at Dealer's option. Upon notice being given to terminate, the parties shall act in a positive, professional and favorable manner towards the patrons, and each other and neither shall take any actions to decrease productivity.

21. **Trade secrets.** Accordingly, the Sales Representative recognizes and acknowledges that it is essential to the Dealer to protect the confidentiality of such trade information:

(A) With Respect to the Dealer's special business techniques, analyses of the market, forms, software programs, list of patrons, and all other information regarding manufacture or distribution of products, the Sales Representative acknowledges that all of such information:

(1) Belongs to the Dealer.

(2) Constitutes specialized and highly confidential information and not generally known in the industry.

(3) Constitute trade secrets of the Dealer.

(B) The Sales Representative thus agrees to act as a trustee of such information and of any other confidential information that they acquire in connection with their association with the

(C) During the term hereof, and for thirty-six (36) months thereafter, the Sales Representative shall not disclose such information to any person, firm, association, or other entity for any reason or purpose whatsoever, unless such information has already become common knowledge or unless the Sales Representative is required to disclose it by lawful judicial process.

22. **Agreement not to compete.** The Dealer has retained the Sales Representative only for the purpose set forth in this Agreement, and their relationship to the Dealer is that of an independent contractor. During the term hereof, the Sales Representative shall not, directly or indirectly, enter into, or in any manner take part in, any business, profession, or other endeavor, which competes with the Dealer in the sale of such products as the Dealer maintains or may add to his product lines during the term of this Agreement and for six (6) months following termination of this Agreement.

23. **Restrictive covenant:**

(A) For a period of six (6) months after the expiration or termination of this Agreement for any reason, whether with or without cause, or for a period of time to the length of involvement the Sales Representative will not, directly or

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indirectly, contact any then-existing client of the Dealer for any purpose of selling like or similar product lines on behalf of Sales Representative or any other person, firm, company, or corporation.

(B) The parties acknowledge that they have attempted to limit the Sales Representative's right to compete only to the extent necessary to protect the Dealer from unfair competition. However, the parties hereby agree that, if the scope or enforceability of the restrictive covenant is in any way disputed at any time, a lawful court may modify and enforce the covenant to be responsible under the circumstances existing at the time.

(C) The Sales Representative further acknowledges that:

(1) In the event that their relationship with the Dealer terminates for any reason, they will be able to earn a livelihood without violation of the foregoing restrictions.

(2) That the Sales Representative's ability to earn a livelihood without violation of such restrictions is a material condition to their retention by the Dealer.

24. **Warranty against prior existing restrictions.** The Sales Representative represents and warrants to the Dealer that they are not a party to any agreement containing a non-competition clause or other restriction with respect to:

(A) The services that the Sales Representative is required to perform hereunder.

(B) The use or disclosure of any information directly or indirectly relating to the Dealer's business, or the services the Sales Representative is required to render pursuant hereto.

25. **Internet web site and Email marketing.** Dealer has zero tolerance toward any Sales Representatives associated with Spam. The accounts of Sales Representatives associated with Spam are immediately terminated as soon as the violation is verified, with a cancellation of any pending monies or commissions owed. Dealer will immediately terminate any Sales Representative account, which it believes, in its sole discretion, is transmitting or is otherwise connected with any Spam or other unsolicited bulk Email.

(A) Sales Representative agrees to receive Email from Dealer, including but not limited to, sales reports, training, promotional resources, newsletters and other correspondence.

(B) For the purpose of this agreement SPAM is defined as Emailing ANYONE, in bulk or by single mailing, about Dealer, Dealer products or services, who has not specifically requested the information directly from Sales Representative. Dealer considers ANY type of advertisement about Dealer, Dealer's products or services, posted to a Newsgroup or Chat Room, in violation of their posting rules, to be Spam.

(C) Sales Representative agrees to comply with all U.S. State and Federal Spam laws, including but not limited to the Federal CAN-SPAM Act.

(D) Because damages are often difficult to ascertain, if actual damages cannot be reasonably calculated then you as Sales Representative agree to pay Dealer liquidated damages of \$500 for each piece of Spam or unsolicited Email transmitted from or otherwise connected with your account, or actual damages, whichever is higher, to the extent such actual damages can be reasonably calculated.

(E) Sales Representative is solely responsible for ensuring that their Sales Representative Link is set up properly to have sales tracked and recorded to qualify for commissions. Dealer is not responsible for the failure to assign any sale or commissions to Sales Representative if the same results from the improper formatting of any Sales Representative links.

(F) Dealer will only pay commissions on sales that are tracked through our tracking system and indicate Sales Representative as the source of the visit to the Dealer's web sites. Sales Representative has no right to commissions if a buyer later returns to the Dealer site through another Sales Representative link or source and makes a purchase.

26. **Prohibition against assignment.** The Sales Representative agrees, for the Sales Representative and on behalf of the Sales Representative's successors, heirs, executors, administrators, and any person or persons claiming under the Sales Representative of virtue hereof, that this Agreement and the rights, interests, and benefits hereunder cannot be assigned, transferred, or similar process. Any such attempt to do so, contrary to the terms hereof shall be null and void and shall relieve the Dealer of any and all obligations or liability hereunder.

27. **Sever-ability.** If any provision, paragraph, or subparagraph of this Agreement is adjudged by any lawful court to be void or unenforceable, in whole or in part, such adjunction shall not be deemed to affect the validity of the remainder of this Agreement. Any other provision and paragraph is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

28. **Rights upon termination.** Upon the expiration of this Agreement for any reason, whether with or without cause,
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the Sales Representative shall be entitled only to accrued commissions on those contracts already signed and accepted by the Dealer prior to the effective date thereof. Such accrued commissions shall be paid to the Sales Representative within thirty (30) days of the Dealer's receipt of the applicable invoice amounts.

29. **Binding effect.** This Agreement shall be binding upon, and insure to the benefit of, the Dealer, His Covenant Ministries, a corporation sole.

30. **Headings.** The headings in this Agreement are inserted for convenience only and shall not be considered in interpreting the provisions hereof.

31. **Dealer reserves all rights not expressly granted herein.**

32. **Notice.** All notices shall be given in writing and sent by electronic mail and certified mail, return receipt requested, and shall be posted to: **Dealer c/o:** Promo Technologies, 24 Woodgrain Drive, Billings, Montana 59102
Voice Mail #: 406-651-0861 / FAX #: 413-328-6465 / Email admin@electricalalternative.com

Sales Representative: Full Name: _____

Mailing Location: _____

Phone: _____ FAX: _____ Mobile: _____

E-mail / PayPal account: _____ @ _____

33. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

34. The Dealer may terminate this Agreement for cause upon twenty-four (24) hours written notice to the Sales Representative. For cause shall be defined as the Sales Representative's violation of this Agreement, inactivity, or acting in a manner which may cause damage to the business reputation of the Dealer or in a manner which is in violation of local, state and federal laws or regulations.

35. **It is the sole responsibility of the Sales Representative to keep all contact information current!**

Sales Representative's Signature: _____

Sworn to before me this _____ day of the month of _____, in the year

two thousand and _____

Notary Signature with Seal

Acceptance by Promo Technologies Administration: _____

On this _____ day of the month of _____, in the year of two thousand and _____