

BUSINESS AGENCY SALES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between

_____, a _____ corporation,

hereinafter referred to as "Agent", whose principle place of business is _____, and

_____, a _____ corporation, hereinafter referred to as "Principal", whose principle place of business is _____.

WITNESSETH:

WHEREAS, the Agent is in the business of developing and marketing business and franchise units and has expertise in that field; and

WHEREAS, the Principal is in a business in which licensed units will be sold through the efforts of the Agent, said business hereinafter referred to as "The Business"; and

WHEREAS, an agreement between the Agent and the Principal would be to their mutual benefit.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Agent and the Principal agree to the following terms and conditions.

1. **Creation of Agency.** The Principal appoints the Agent as its exclusive sales agent worldwide to sell franchised units of the Principal, the Principal's products, and any and all other products to be associated with or derived there from. _____ The Agent accepts said appointment.

2. **Term.** The agency shall commence on the _____ day of _____, 200____, and continue for a term of _____ years there from, unless terminated at some other date, in accordance with the provisions of this Agreement.

3. **Agent's Duties.** In furtherance of the agency, the Agent undertakes performance of the following duties and obligations:

a. **Sales Office.** The Agent will maintain an office and a sales staff sufficient to further the purposes of this Agreement.

b. **Full Time.** The Agent will devote its full time to the sale of the Principal's products and will represent no other line or business which is directly competitive with the Principal's products; provided, however, that the Agent will, in the course of said full time agency, develop, market, and sell other franchised units for other companies, not associated with the Principal.

c. **Contracts Forwarded to Principal.** The Agent shall forward all contracts executed by the Principal's franchises to the Principal as quickly as possible and no contract shall be binding upon the Principal until it is accepted by the Principal.

d. **Sales Price.** The Agent will quote fees and prices on terms and conditions set by the Principal from time to time and of which the Agent is notified. Said fee schedule is annexed hereto and made a part hereof as

Exhibit "A" and said terms and conditions are represented by a franchise agreement annexed hereto and made a part hereof as Exhibit "B". No such changes by the Principal shall be binding upon the Agent until the expiration of ninety (90) days from the date of formal written notification to the Agent.

4. Principal's Duties.

a. Sales in Territory. The Principal may solicit contracts and have said contracts executed without the involvement of the Agent; provided, however, that all fees enumerated herein shall nonetheless be due and owing to the Agent, minus an originating fee in the amount of thirty-five (35%) percent.

b. Advertising. The Principal will spend a minimum of \$ _____ in any calendar year on media advertising within the territory of this contract, the form and content thereof and the medium therefore to be solely at the Principal's discretion.

c. Samples. The Principal will furnish the Agent with samples of the Principal's advertising and marketing materials in reasonable quantities and as required by the Agent.

d. Assistance in Changes of Product Introduced. If the Principal introduces a change in its product, the Principal shall familiarize the Agent and the Agent's staff with the nature and purpose of the changes and a thorough education thereof at the Principal's cost and expense at the Agent's offices.

e. Management. The Principal shall provide for competent management of the Principal's company, a company liaison with its franchisees, and such other additional administrative and clerical staff as is necessary to handle adequately and competently the needs and concerns of said franchisees.

f. Contractual Agreements. The Principal shall abide by the terms and conditions of any and all agreements by and between the Principal and the Principal's franchisees.

g. Remuneration. Remuneration for the Agent's services contain a recurring and a non-recurring fee, set out

in Exhibit "C" attached hereto and made a part hereof.

h. Accounting. The Principal shall send to the Agent a copy of the executed contract through and by which all non-recurring fees are earned, as well as a copy of all monthly statements which indicate remittances to the Principal for recurring fees. A check for all sums due the Agent shall accompany the statement on a monthly basis and, in no event, later than the 15th of each month subsequent to the end of the month representing the recording period. In addition, the Agent shall be entitled to such other information as is or may be necessary in order to verify any and all amounts due to the Agent by the Principal.

5. Extension of this Agreement. This Agreement may be extended for an additional term of _____ years by written notice from the Principal to the Agent, addressed to the Agent at the address to which Principal sends accountings and payments, mailed by certified mail and posted no later than three months before the end of the original term.

6. Early Termination of Agreement. This Agreement may be terminated by the Agent or the Principal at any time during the term or extended term upon the occurrence of any of the following events:

a. The Agent's or the Principal's insolvency, including the filing of a voluntary or involuntary petition in bankruptcy, an execution of an assignment for the benefit of the Agent's or the Principal's creditors, and a levy

or attachment on the Agent's or the Principal's property, which shall not have been discharged within fourteen (14) days thereof.

b. A lack of best efforts on the part of the Agent in marketing and selling the Principal's franchises, so long as said notice is posted no later than one month after the occurrence of the event giving rise to the termination. If the Principal fails to notify the Agent of the termination of this Agreement within said period, the Principal shall be deemed to have waived his right to do so, but only with regard to that particular event that gave rise to the right to terminate and not as to any other events, past or present.

c. The failure on the part of the Principal to abide by the terms and conditions of this Agreement.

7. Nature of the Parties. This Agreement does not constitute an agreement for a partnership or a joint venture between the Principal and the Agent. All expenses and costs incurred by the Agent in meeting its obligations under this Agreement shall be solely those of the Agent and the Principal shall not be liable for payment. Similarly, all expenses and costs incurred by the Principal in meeting its obligations under this Agreement shall be solely those of the Principal and the Agent shall not be liable for payment. The Agent may make no commitments with third parties that are binding upon the Principal without the Principal's written consent and the Agent in no way shall hold itself out as having that power.

8. Agreement Assignable. This Agreement shall inure to the benefit of the Principal; and the Agent's successors and assigns.

9. Notices. All notices, requests, demands, and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class mail, postage prepaid,

To Agent:

To Principal:

or to such other address as such party shall have specified by notice in writing to the other party.

10. Captions. The captions of this contract are for convenience and reference only and in no way defined, described, extend, or limit the scope or intent of this contract, or the intent of any provisions hereof.

11. Governing Law. This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of . The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in County, State of . In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

12. Definitions. The nature and scope of the Principal's business are more fully set out in Exhibit "D", attached hereto and made a part herein, to the extent they are relevant and material.

13. Contractual Procedures. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefore may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto and signed by an officer thereunto duly authorized and attested under the corporate seal of the Secretary of the Corporate party hereto, all on the date and year first above written.

Signed, sealed and delivered in the presence of:

"AGENT":

By:

Witness It's President

Attest: Witness It's Secretary

"PRINCIPAL":

By:

Witness It's President

Attest: Witness It's Secretary

EXHIBIT "A"

SALES PRICES

EXHIBIT "B"

FRANCHISE AGREEMENT (If applicable)

EXHIBIT "C"

FEES

Recurring:

Non-recurring:

EXHIBIT "D"

Principal's Business