

JOINT VENTURE LICENSE AGREEMENT #1

THIS AGREEMENT made this ____ day of _____, 20__ by and between the _____ having its principle place of business at _____ (hereinafter referred to as “_____”), _____ and _____ (hereinafter referred to as “LICENSEE”).

RECITALS

WHEREAS, _____ has developed a series of educational courses, teaching materials of course textbooks and tests within the field of _____; and

WHEREAS, _____ licenses the right to conduct these courses and distribute under instruction the materials pursuant thereto; and

WHEREAS, the purpose of the _____ course is to improve the sales skills and professionalism of individuals associated with the _____ industry; and

WHEREAS, the LICENSEE recognizes the educational perspective of the course offering as the primary goal in delivery of the course; and

WHEREAS, LICENSEE wishes to obtain a license to offer such curriculum to its members and non-members.

NOW, THEREFORE, _____ and LICENSEE, in consideration of the mutual covenants and promises herein contained, do hereby agree as follows:

ARTICLE I

EDUCATIONAL PROGRAM LICENSE

_____ hereby grants the LICENSEE a non-exclusive one year license from the date of contract to use the educational program “_____” subject to the terms and conditions herein set forth.

ARTICLE II

EDUCATIONAL PROGRAM

For the purpose of this contract and the above-issued license, "Educational Program" is defined as the _____ Joint Venture course curriculum including course materials, instructor manuals, instructor audio-visuals, and student notebooks.

_____ will continuously revise, change, add, or subtract to this program as it sees fit. Changes, additions or subtractions shall be considered part of the "Educational Program" license issued. In the event changes, additions or subtractions are made to the educational materials, _____ will notify Licensee of any such changes. Licensee agrees to pay for the cost of such revised materials.

ARTICLE III

PROMOTIONAL REQUIREMENTS

Licensee shall agree to identify the source of the joint venture course material in any advertising or promotional materials by using both the _____ logo and the _____ logo as well as the following language:

"Course instructional material prepared by the _____,
for use by the _____".

Promotional materials related to the joint venture course shall use language which identifies the joint venture course as a "Cooperative effort of the _____,
_____, and the _____".

Two camera-ready logos shall be supplied by the _____ as a part of the joint venture course material. They shall be reproduced no smaller than one-half inch in diameter. They must be displayed prominently on either the front or back cover of any additional materials prepared in association with the use of the licensed material.

ARTICLE IV

MATERIALS

The materials include, but are not limited to, textbooks, student notebooks, instructor manuals, graphs, audio-visual exhibits, and slides. These materials are the exclusive property of the _____. _____ shall deliver all necessary instructor materials to LICENSEE at least sixty (60) days prior to the scheduled offering. _____ shall deliver all necessary student materials to LICENSEE at least seven (7) days prior to the scheduled offering. DISTRIBUTION OF MATERIALS IS CONTINGENT UPON PAYMENT OF THE LICENSEE FEE IF LICENSEE requests that additional sets of student

materials be sent via express mail, LICENSEE shall pay the expense incurred. LICENSEE shall return to _____ all evaluations, graded tests, unused texts, a course roster (i.e. a typed and alphabetized listing of names, business addresses and telephone numbers of attendees), materials and payment for student fees within four weeks by insured mail upon completion of the relevant "EDUCATIONAL PROGRAM". Failure to return all materials could result in cancellation of this License.

ARTICLE V

"EDUCATIONAL PROGRAM" AND CONFIDENTIALITY

The "EDUCATIONAL PROGRAM" and all programs and materials developed hereunder and all copies thereof are proprietary to _____ and title thereto remains in _____.

All such materials and programs are marked "Confidential, property of _____." All applicable rights shall remain with the _____. LICENSEE may not sell, transfer, publish, disclose, display, duplicate, teach, or otherwise make available the "EDUCATIONAL PROGRAM" to others except as provided herein. LICENSEE agrees to secure and protect all materials issued in a manner consistent with the maintenance of _____'s rights therein and to take appropriate action by instruction or agreement with its employees, consultants, teachers, or participants who are permitted access to this "EDUCATIONAL PROGRAM" to satisfy its obligations hereunder. Violation of any provision of this paragraph shall be the basis for immediate termination of this License Agreement, payment of applicable fees and no certification of further classes.

ARTICLE VI

WARRANTIES

_____ hereby warrants and represents to LICENSEE as follows:

- (a) _____ is the owner of "EDUCATIONAL PROGRAM" and there is currently no actual or threatened suit by any party contesting ownership.
- (b) _____ covenants that it shall send all necessary material and information for the course being offered under "EDUCATIONAL PROGRAM" at least seven (7) days before the program is to begin.
- (c) _____ covenants that it shall provide certificates of attendance within thirty (30) days after all "EDUCATIONAL PROGRAM" materials have been returned by LICENSEE to the Joint Venture Program Coordinator.
- (d) _____, upon joint signing of this license, shall provide LICENSEE with one (1) copy of the Instructor's Manual, audio-visual materials if applicable, corresponding marketing materials, sample instructor contract, and sample student evaluation form for each course offered under this Agreement. These copies shall be

retained by the LICENSEE and used for the purpose of assisting in faculty identification or other purposes commensurate with this Agreement.

- (e) _____ shall present instructors with a certificate of attendance (24 credit hours) if they are present for the entire program, in addition to providing program instruction.
- (f) _____ shall present students with _____ certificates of attendance (24 credit hours) upon receipt of student evaluations from Licensee.
- (g) _____ shall present students with _____ certificates of attendance (24 credit hours) if student has completed at least 90% of the course offering. All students with an original certificate of attendance for the _____ educational program are considered a _____ and may use the _____ designation accordingly. To obtain the _____ designation certificate and/or pin, students must send a duplicate of the original certificate of attendance with a _____ order form and necessary fees as per Schedule A, which is attached hereto and made a part hereof, to the Joint Venture Program Coordinator of the _____.

ARTICLE VII

COURSE CREDIT APPROVAL

Final approval for granting of credit for a course, whether sponsored by a local association or by _____, rests with the _____ Board of Trustees. The JV Program Coordinator serves in an administrative and expeditor's capacity. Accordingly, any procedural or policy questions relating to the offering of a course should be directed to the Executive Director or the _____.

ARTICLE VII

EDUCATIONAL ENVIRONMENT

LICENSEE agrees that classrooms and audio-visual equipment will provide an educational environment in which learning can take place by self-motivated adult students. To assure quality standards are maintained in both on-site facilities and administration, LICENSEE agrees that its instructors will comment on the conditions present at the course offering. Credits for the course, or future course offerings, may be withheld for failure to provide an environment capable of delivering quality education.

ARTICLE IX

REVIEW

_____ reserves the right to inspect, review, and/or monitor any course offering or program at any time.

ARTICLE X

LICENSE REVOCATION

Before _____ revokes license from LICENSEE for failure to satisfy the terms and conditions of this Agreement or for failure to pay the required fee, _____ agrees to notify LICENSEE of the breach and/or problem and allow the LICENSEE a thirty (30) day period to cure the default. If LICENSEE fails to cure the breach to the satisfaction of the _____, this license shall be terminated.

_____ and LICENSEE agree that the above-delineated right to cure provision is not applicable in terms of ARTICLE VII concerning confidentiality. Breach of ARTICLE VII shall result in immediate termination of the license.

ARTICLE XI

LICENSE APPEAL PROCESS

If LICENSEE desires to appeal a license revocation that occurred pursuant to Article XII, LICENSEE can first appeal in writing and seek reinstitution of the License through the _____. Should a second appeal be necessary, written requests shall be directed to the _____ Board of Trustees in care of _____ whose decision will be final. The procedure set forth in this Article is in the sole and exclusive remedy available to the LICENSEE concerning License revocation.

ARTICLE XII

SALES TAX

If a state tax is applicable to the transfer of this license, LICENSEE shall bear the cost. Further, if a sales tax is imposed upon the registration fee or course fee, such tax shall be collected immediately from the participant by LICENSEE and paid by the LICENSEE to the appropriate state agency.

ARTICLE XIII

INDEMNITY

_____ agrees to indemnify and hold harmless LICENSEE against any and all losses, liabilities, judgments, awards, and costs arising out of or related to any claim that LICENSEE's use of possession of the "EDUCATIONAL PROGRAM" or the license granted herein under infringes or violates the copyright, trade secret, intellectual property, or other proprietary right of any third party. _____ shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that LICENSEE give prompt notice of any such claim. No settlement which prevents LICENSEE from continued use of the "EDUCATIONAL PROGRAM" as provided herein shall be made without LICENSEE's prior written consent. In all events, LICENSEE shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choice at the LICENSEE's expense.

ARTICLE XIV

LIMITED LIABILITY

Unless otherwise expressly stated herein, _____ shall not be liable to LICENSEE for any consequential damages arising out of the _____'s breach of this License Agreement.

ARTICLE XV

NOTICE

All notices required or permitted to be given by one party to the other under this agreement shall be sufficient if sent by certified mail, return receipt requested, to the parties at the respective addresses set forth above or to such other address as the party to receive the notice has designated by notice to the other party.

ARTICLE XVI

GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the _____.

ARTICLE XVII

SEVERABILITY

If any of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

ARTICLE XVIII

NO WAIVER

The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

ARTICLE XIX

COMPLETE AGREEMENT

This Agreement, including any and all addends attached hereto and made a part hereof, sets for the the entire understanding of the parties as to the subject matter and may not be modified except in writing executed by both parties.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first set forth above.

ATTEST: LICENSOR: _____

ATTEST: LICENSEE: _____

Date

Executive Officer or President

SCHEDULE A

FEES

_____ **Program Fees:**

Initial Licensing Fee \$ _____ (first year)

Initial licensing fee includes:

- License to use _____ educational program for one (1) year, from the date of the course offering
- One (1) instructor's manual for each section
- Audio-visual materials
- _____ marketing materials

Annual Licensing Fee Renewal \$ _____ (per year thereafter)

- License to use _____ educational program for a consecutive year, from the start date.
- Licenses must be renewed in the month of expiration, with a grace period of sixty (60) days. On the 61st day, the License Agreement will be considered null and void and will require processing of an initial licensing fee.

Student Fee \$ _____ / \$ _____ (per student per course) *See note below

As of _____, 20____ local associations with _____ not fully participating with the _____ in membership and dues reporting pay \$ _____ per student per course.

The student fee includes:

- The student workbook/test
- A certificate of attendance

_____ **Membership Materials**

Other items that may be purchased separately:

- _____ Pin \$ _____
- Fine Certificate \$ _____
- Fine Certificate and Pin \$ _____ (when purchased together at the same time by the same person)
- Framed Certificate \$ _____

(The above fees include shipping and handling and are subject to change.)

ADDENDUM TO THE _____
OR _____
LICENSE AGREEMENT CONCERNING:

_____ Credits for the _____ who is an affiliate of _____.

The following statements refer to the obligation and accountability of the association which seeks to obtain _____ continuing education credits for the registrants of the above mentioned joint venture program(s).

_____ requires:

- That a licensing agreement must be in place when a _____ continuing education application is to be processed.
- That local associations, with the consent of _____, may apply for _____ approval. _____ will provide some support throughout the process, however the licensee is responsible for all fees and for meeting all _____ requirements.
- That when setting program dates, licensed sites anticipating _____ credit must consider the necessary lead time in order to process _____ paperwork.
- That the affiliate will keep _____ informed as to the status of _____ application, and upon approval, forward a copy of the appropriate paperwork for the program files.
- That the association staff member or volunteer member be aware of the state _____ regulations, especially the application process, instructor approval process, attendance procedures, testing and retesting requirements, as well as maintenance of course information for audit.
- That when _____ has approved affiliate courses, instructors will be notified and alerted as to their responsibilities according to the state rules and regulations when applicable.
- That _____ suggests a statement be added to the letter of agreement between the local association and the instructor that he/she understands and agrees to comply with _____ rules and regulations.
- That the local association is ultimately responsible to the _____ for compliance with the regulations and suggesting that each association obtain copies of such requirements for their own interpretation and compliance.

In case of statewide approval:

- That _____ will inform the licensee of the _____ policies and procedures that must be followed in order to maintain the approved _____ status. However, the licensee should obtain and interpret the rules and regulations for their own state in order to remain in compliance with current _____ policy. _____ will provide _____ information (not the full package) if _____ has made applications to the state for that course.
- That responsibilities are clearly defined between _____ and the affiliate for compliance to the rules and regulations of the particular state(s).
- That instructor/licensees departing from the standard course materials will be notified by the _____ Board of Trustees that they are not in compliance with the instructor requirements and given a set time to correct the situation. (Information will be provided to each site to share with their instructors in order to comply with the regulations as recognized.)
- Local associations who choose not to proceed according to the state's _____ rules and regulations, will be notified that they no longer may share the _____ approval obtained by _____, nor will _____ assume any responsibility for future _____ paperwork necessary for compliance to _____ policy or for liability for non-compliance.

ATTEST:

LICENSEE: _____

Date

Executive Officer or President

LICENSE AGREEMENT #2

This License Agreement (this "Agreement") is made effective as of _____, 20____ between _____, of _____, _____, and _____, of _____. In the Agreement, the party who is granting the right to use the licensed property will be referred to as _____, and the party who is receiving the right to use the licensed property will be referred to as "_____".

The parties agree as follows:

1. **GRANT OF LICENSE.** _____ owns marketing materials ("materials"). In accordance with this Agreement, _____ grants _____ an exclusive license to sell the materials. _____ retains title and ownership of the materials. This grant of license only applies to the following described territory: worldwide.
2. **PAYMENT OF ROYALTY.** _____ will pay to _____ a royalty which shall be calculated as follows: The royalty shall be ____% of sales. The royalty shall be paid in monthly installments on or before the last day of the month for which the royalty is applicable. With each royalty payment, _____ will submit to _____ a written report that sets forth the calculation of the amount of the royalty payment.
3. **RECORDS.** _____ shall keep accurate records regarding the quantities of the materials that are sold. _____ shall have the right to inspect such records from time to time after providing reasonable notice of such intent to _____.
4. **MODIFICATIONS.** Unless the prior written consent of _____ is obtained, _____ may not modify or change the materials in any manner.
5. **DEFAULTS.** If _____ fails to abide by the obligations of this Agreement, including the obligation to make a royalty payment when due, _____ shall have the option to cancel this Agreement by providing ____ day(s) written notice to _____. _____ shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are not other defaults during such time period.
6. **WARRANTIES.** Neither party makes any warranties with respect to the use, sale or other transfer of the materials by the other party or by any third party. In no event will _____ be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the materials.

7. **TRANSFER OF RIGHTS.** This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the other party is obtained.
8. **TERMINATION.** This Agreement may be terminated by either party by providing _____ days' written notice to the other party.
9. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
10. **AMENDMENT.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.
11. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
12. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
13. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of _____.

By:

By:

A. Marketing Fees/Compensation

Unlike most advertising agencies who are content to bill you thousands of dollars without any guarantee of results or performance, I only enter into marketing relationships that I strongly believe will produce profitable results. Profitable results for you...and me.

My fee schedule is very simple.

It involves two components:

1. A monthly fee.
2. Performance incentives.

If you prefer to have a small monthly fee, that is fine. However, I would expect the performance incentives to be proportionally larger. I am willing to make a significant portion of my fees contingent on your increased profits, but I do expect to be paid fairly for the value and profits I create for you. If I do an excellent job of providing marketing consultation, tools and systems that help your business to grow and profit, I expect to benefit along with you.

Only out of the increased profits that we create though.

Not out of the profits you're already realizing.

Additionally, my profit sharing will not begin until after your increased profits have offset the entire amount of my monthly fees. That's right, you must earn enough increased profits to cover my monthly fee before my performance incentive begins to accrue. No advertising agency would agree to that because they don't want to be hired and fired on the basis of their performance. I do!

B. Terms of Compensation Agreement

- a. In consideration of the marketing consultation services described above <Name of your company> will pay my company _____ a non-refundable monthly consulting fee of \$_____ for a period of one (1) year <or minimum three (3) month trial agreement>, continuing on a month-to-month basis thereafter until terminated by either party on thirty (30) day's prior written notice.
- b. Performance incentives will be paid as set forth in Schedule _____ attached to this Agreement.
- c. I agree to make myself available on a weekly basis in regularly scheduled two (2) hour marketing sessions to guide and direct you by telephone and fax. All sessions will be recorded and you will receive a FREE audio-cassette copy of the recorded sessions for review. I will also be available for LIVE personal and group meetings that may be arranged by mutual agreement to visit your business or site, or speak at specific engagements.

- d. If travel is necessary, I will bill you only for my airfare, hotel accommodations, meals and ground transportation. On short flights less than three (3) hours, I will fly coach. On flights longer than three (3) hours, I will fly first class. I will pay for all other “out-of-pocket” expenses including telephone.
- e. If you need to cancel a regularly scheduled weekly marketing session, I need to have at least 48 hours notice in advance from you. Otherwise, I will not be obligated to reschedule a make-up meeting. I am a stickler about respecting people’s time and efforts. I expect the same from you so we have a good working relationship together.

C. Copyrights and Licensing

The marketing software, ads, letters, postcards, Free Reports, telephone scripts and other consulting documents, audiotapes and/or videos that I prepare for you will remain the property of _____. You will have a license to use them for the sole purpose of soliciting customers and sales for <Name of your company> so long as you continue to pay the agreed marketing fees and performance incentives. None of the software, marketing documents, or audio-visual materials may be copied, distributed, sold, sub-licensed, transmitted electronically, rented, loaned or transferred for any other purpose. No derivative works based upon the software or other items may be created, copied, distributed, used or transferred except in the course of soliciting customers or sales for <Name of your company> without prior written consent of _____.

D. Mutual Representations and Warranties

In the event that a legal claim should arise concerning any one of these representations or warranties, the prevailing party shall be entitled to reimbursement of all reasonable attorneys’ fees incurred.

- a. _____ represents and warrants to <Name of your company> that the software and other items licensed to you for use in your business will not infringe upon the patent, copyright, or trade secrets rights of any third party.
- b. <Name of your company> represents and warrants that no additional consent of a third party is required in connection with this marketing agreement, fees, performance incentives or transactions contemplated hereby, and that this agreement is being executed by an officer of <Name of your company> duly authorized to enter into this agreement on behalf of the company.
- c. The <Name of your company> understands and agrees that all third party contractors, consultants, and marketing and sales personnel that are procured, introduced or contracted by _____ to work on behalf of the <Name of your company> may not be contracted directly by the <Name of your company>, or any related or successor company during the term of this agreement, or for a period of five years thereafter.

- d. <Name of your company> represents and warrants that accurate financial records will be kept of all (company-wide, divisional, etc.) sales realized during the term of this marketing agreement and all marketing fees and performance incentives will be paid in a timely manner as set forth and agreed upon in Schedule _____ of this agreement.
- e. <Name of your company> represents and warrants that accurate financial records will be kept of all sales realized during the term of this marketing agreement and be made available to _____, and/or their designed representative for verification of royalty payments and/or other performance bonuses as set forth in Schedule _____ of this agreement.

E. General Legal Provisions

- a. This agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors, legal representatives, and heirs, and no other person shall have or be construed to have any legal or equitable right, remedy or claim under or in respect to or by virtue of this agreement or any provision herein contained.
- b. Neither party may assign or otherwise transfer any rights under this agreement.
- c. Any notice, request or instruction regarding this agreement by any party to the others shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, or by facsimile, to the addresses set forth below the signature of the parties hereto or such other person as may be designated in writing by the parties.
- d. This agreement and the attached schedules shall not be altered or otherwise amended except in a written instrument executed and delivered on behalf of each of the parties.
- e. This agreement shall be governed in accordance with the laws of the state of _____. All actions or proceedings arising under or related to this Agreement shall be resolved in the State or Federal courts serving _____. Each party consent to the personal jurisdiction and venue of such courts and waives any right to seek recourse against the other party in any other court.
- f. This agreement contains the entire understanding between the parties and supersedes any prior understandings or written or oral agreements between them respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this marketing agreement and all schedules attached hereto to be executed and delivered as of the day and year executed below.

<Name Of Your Company>

_____ Date _____
<Authorized Signature>

<Title>
<Name Of Your Company>
<Address>
<Suite #>
>City, State, Zip Code>

_____ Date _____

CONFIDENTIALITY AGREEMENT #3

This Confidentiality Agreement (this "Agreement") is made effective this ____th day of _____, 20____ between _____ and _____ of _____ (hereinafter referred to as "____") and _____ of _____, and _____ at _____, hereinafter referred to collectively as _____.

_____ is engaged in the direct marketing, consulting and publishing business. _____ is engaged in the consulting, training and publishing business. _____ have represented both individually and corporately that _____ will protect the confidential material and information which may be disclosed between _____ and _____. Therefore the parties agree as follows:

1. CONFIDENTIAL INFORMATION. The term "Confidential Information" is defined as any information or material which is proprietary to _____, whether or not owned or developed by _____, which is not generally known other than by _____, and which _____ may obtain through any direct or indirect contact with _____.

a. Confidential information includes without limitation:

Copyrighted documents titled _____ and _____ and trade secrets pertaining to the use of Deming Principles in the field of psychology, direct marketing, sales, and management.

- business records and plans
- customer lists and records
- trade secrets
- products
- copyrights and other intellectual property
- conversations, recordings or notes pertaining to discussion of confidential information

b. Confidential information does not include:

- information which _____ discloses generally without restriction
- Information previously and verifiably developed by _____
- any other information the parties mutually agree in writing is not confidential

2. PROTECTION OF CONFIDENTIAL INFORMATION. _____ understands and acknowledges the Confidential Information being disclosed has been developed or obtained by _____ by the investment of significant time, effort and

expense, and that the Confidential Information is a valuable, special and unique asset of _____ which provides _____ with a significant competitive advantage in the marketplace. Therefore, _____ agrees to take all reasonable measures under the circumstance to hold in confidence, and not to disclose, use or transfer in any manner, this Confidential Information to any person or entity without the prior written consent of _____. _____ shall not copy, use, modify or prepare any derivative works based upon Confidential Information provided by _____ without prior written consent by _____.

Application To Employees. _____ shall not disclose any Confidential Information to any employees of _____ except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the permitted use stated above. Each permitted employee to whom Confidential Information is disclosed shall sign a nondisclosure agreement substantially the same as this Agreement prior to such disclosure. _____ agrees to provide _____ a signed copy of an appropriate employee nondisclosure agreement so that _____ rights are protected as set forth in this Agreement.

Unauthorized Disclosure Of Information. If it appears that _____ has disclosed, or is likely to disclose, Confidential Information in violation of this Agreement, _____ shall be entitled to an injunction to refrain _____ from disclosing, in whole or in part, the Confidential Information, as well as recovery of _____'s reasonable attorneys' fees and other costs of enforcement. _____ shall not be prohibited by this provision from pursuing other remedies, including a claim for losses or damages.

3. PERMITTED USE. _____ is permitted to use the Confidential Information solely for the purposes of evaluating a potential consulting relationship or joint-venture marketing relationship that may evolve as a result of discussions transpiring between the parties during the term of this Agreement.

4. RETURN OF CONFIDENTIAL INFORMATION. Upon the written request of _____, _____ shall return to _____ all written materials, audio-visual and/or sound recordings, and other items containing the Confidential Information by Certified Mail. _____ shall also deliver to _____ a written statement signed by _____ and an authorized officer _____ certifying that all materials have been returned within five (5) days of receipt of request.

5. RELATIONSHIP OF THE PARTIES. Neither party has an obligation under this Agreement to purchase any product, service or other item from the other party, or commercially offer any products using or incorporating the Confidential Information or derivative works thereof. This Agreement does not create any agency, partnership or joint venture.

6. NO WARRANTY. _____ acknowledges and agrees that the Confidential Information is provided on an AS IS basis. _____ MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL _____ BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE ACCURACY, COMPLETENESS, SUITABILITY, PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. _____ does not represent or warrant that any product or business plans disclosed to _____ will be marketed or carried out as disclosed, or at all. Any actions or services taken by _____ in response to the disclosure of the Confidential Information shall solely be at the expense and risk of _____.

7. LIMITED LICENSE TO USE. _____ shall not acquire any intellectual property rights under this Agreement except the limited right to use the Confidential Information under the terms and conditions set forth in this Agreement. _____ acknowledges that, as between _____ and _____, the Confidential Information and all related copyrights and other intellectual property rights are (and all times will be) the property of _____, even if suggestions, comments, and/or ideas made by _____ are incorporated into the Confidential Information or related materials during the period of this Agreement.

8. NO DERIVATIVE WORKS OR COMPETITIVE USES. _____ agree not to create or publish any derivative works based on the Confidential Information to develop, publish, market, provide or distribute any products or services, except as may be permitted in a letter written agreement with _____ which provides reasonable compensation to _____ therefore.

9. GENERAL PROVISIONS.

- a. This Agreement sets forth the entire understanding of the parties regarding confidentiality.
- b. Any amendments to this Agreement must be signed in writing by both parties.
- c. This Agreement shall not be assignable by either party.
- d. Neither party may delegate its duties under this Agreement.
- e. This Agreement shall be construed under the laws of The Commonwealth Of _____ and it is understood and agreed by both parties that any legal actions that may arise out of breach of this Agreement shall be pursued solely in the Commonwealth of _____.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year executed below.

Authorized Officer of _____

Date _____

Date _____

Date _____

MARKETING AGREEMENT #4

AGREEMENT made this _____ day of _____, 20____ between _____ (hereinafter referred to as “_____”) and _____ (hereinafter referred to as “_____”).

THE PARTIES RECITE:

_____ and _____ mutually own and have rights to sell, lease, license, or otherwise distribute various audio-cassette learning program materials described herein which are proprietary to them and are the subject of various U.S. and foreign copyrights and trademark rights. The parties hereto are willing to grant to each other the respective rights to market and sell the series titled “_____” subject to the terms and conditions set forth below.

THE PARTIES AGREE AS FOLLOWS:

_____ and _____ hereby agree with respect to the marketing and sale of _____ (hereinafter referred to as “_____”) as follows:

1. PURPOSE OF AGREEMENT.

_____ and _____ enter into this Agreement for the purpose of publication, sale and distribution of _____, in the hopes that both parties will thereby gain financial and literary enhancement.

2. DESCRIPTION OF _____.

A description of _____ with sample covers attached in Addendum A is as follows:

_____ consisting of _____ (_____) audio-cassette albums containing professional interviews of approximately _____ (____) hours each.

Said albums may be sold separately or in packages.

3. GRANT.

_____ and _____ hereby grant to each other the right to use, demonstrate, market and sell “_____” in the United States of America and all foreign countries of the world. Neither party shall assign, transfer, delegate or otherwise convey all or any portion of the rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

4. NON-EXCLUSIVE LICENSE.

The licenses granted by this Agreement shall be non-exclusive. Each party retains the right to sell, license, sub-license, or otherwise distribute rights or interests in _____ or training materials which are the same as or similar to _____ to any other individual or entity.

5. CONSIDERATION.

The consideration for this Agreement includes the mutual promises contained herein as well as services and sums of money delivered.

6. LICENSING FEES.

- a. _____ and/or its assigns will pay _____ a licensing fee of _____ on each audio-cassette interview album _____ (per complete set of _____ albums) that is ordered or produced of _____ by _____ and/or its assigns.

Said licensing fee will be due and payable by _____ and/or its assigns at the time of production prior to delivery of albums to _____ and/or its assigns. _____ will retain sole possession of the _____ digital master tapes during the term of this Agreement. All audio-production and re-runs of _____ ordered by _____ and/or its assigns will be completed by either _____ or _____. It is understood and agreed that _____'s price for production of all audio reproductions of _____ will be equal to any written bid obtained by _____ and/or its assigns.

Said licensing fee of _____ per album will be payable to _____ for as long as _____ continues to be produced and sold by _____ and/or its assigns.

_____ and _____ mutually agree that there will be no licensing fee due to _____ for the first one thousand (1,000) complete sets of _____ albums of _____ that are currently in production at _____.

It is further agreed that no production of said albums shall cause the licensing fee to be due _____ unless said production has been ordered in writing by _____ and/or its assigns.

- b. _____ will pay to _____ a licensing fee of _____ on each audio-cassette album _____ per

complete set of _____ (_____) albums) that is sold or otherwise distributed by _____ and/or its assigns.

Said licensing fee will be due and payable to _____ on a quarterly basis (on the first of January, April, July, and October) with a fifteen (15) day grace period to provide for accurate accounting and disbursement of licensing fees. Said licensing fee shall accrue upon receipt of the proceeds of sale or other distribution by _____ and be payable quarterly as aforesaid. Itemization of the calculation of the licensing fee shall accompany payment.

Said licensing fee of _____ per album will be payable to _____ for as long as _____ continues to be produced and sold or otherwise distributed by _____.

7. COSTS OF PRODUCTION OF “_____” AND INVENTORY.

- a. For all production ordered by _____, _____ agrees that it shall be responsible for all future costs incurred in said production, marketing and sale of _____ under this Agreement. This will include, but is not limited to, artwork, photography, copywriting, typesetting, layout, printing, and packaging, inventory, publication of brochures and other sales materials necessary for promotion, distribution and sale of _____.
- b. For all production ordered by _____, _____ agrees that it shall be responsible for all future costs incurred in said production, marketing and sale of _____ under this Agreement. This will include, but is not limited to artwork, photography, copywriting, typesetting, layout, printing, and packaging, inventory, publication of brochures and other sales materials necessary for promotion, distribution and sale of _____.
- c. Each party agrees to indemnify the other against any and all claims from vendors and subcontractors or customers arising from said party's nonpayment, failure, or refusal to advance or pay necessary funds for costs of production or any refunds due to customers.

8. PRICE PROTECTION PROVISION.

_____ agrees to maintain a price on all sales of _____ equal to, or greater than, any price established by _____.

9. SUMMARY OF ACCOUNTING PROCEDURES AND SCHEDULE OF PAYMENTS.

All business and financial accounting will be conducted as follows:

- a. _____ assumes responsibility and will pay for all future costs of production ordered by _____ and marketing related to its sale of _____ under this Agreement.
- b. _____ assumes responsibility and will pay for all future costs of production and marketing related to its sale of _____ under this Agreement.
- c. _____ will pay _____ a _____ licensing fee per album _____ per complete set of _____ (_____) albums at the time of production of albums by _____ after the first one thousand (1,000) are produced and delivered.
- d. _____ will pay _____ a _____ licensing fee on each album sold or otherwise distributed by _____ and/or its assigns.
- e. Licensing fees will be due and payable to _____ on a quarterly basis on the first (1st) day of January, April, July and October with a fifteen (15) day grace period to provide for accurate accounting and disbursement of royalties due.
- f. An itemized accounting by _____ shall accompany said licensing fee payment.
- g. _____ and/or its appointed designee will be given access to examine all necessary documents and accounting records to verify accurate payment of all licensing fee compensation due from _____ to _____.
- h. Should _____ require additional accounting or audit of sales or other distribution receipts, and licensing fees due, it is understood and agreed that any third party accounting expenses will be paid by _____.

10. TERMS AND TERMINATION OF AGREEMENT.

The rights granted by this Agreement shall continue for as long as _____ continues to be produced and sold or distributed by either party, provided however that all rights hereunder shall terminate on the tenth (10th) anniversary hereof. This Agreement may be terminated at an earlier date by the mutual consent of both parties.

11. LICENSE AND PERMITS.

It shall be the obligation of each party to obtain all business licenses and permits which may be necessary and appropriate in connection with all business activities of each respective party. Each party agrees that neither this Agreement, nor any of the rights created herein, shall constitute a franchise as that term is defined under any existing or future Federal, State or other law within the United States or any other nation.

12. NO AGENCY RELATIONSHIP.

Neither party is or shall be deemed to be the legal representative or agent of the other party for any purpose whatsoever. Except as otherwise specifically provided in the Agreement, neither party is authorized by the other party to transact business, incur obligations (expressed or implied) or otherwise act in any manner in the name of or on behalf of the other party, or to make any promise, warranty or representation in the name of or on behalf of the other party.

13. NO PRIOR AGREEMENT.

Each party warrants and represents to the other that it is not a party to, or bound by any prior agreement which will interfere with, constitute default under, or preclude the discharge of its undertaking and obligations as provided in this Agreement.

14. INDEMNIFICATION / HOLD HARMLESS.

Each party represents that it is authorized to enter into this Agreement. Each party agrees to indemnify, defend and hold the other party harmless against any legal claims that may arise regarding the marketing, sale or distribution of _____ under the terms set forth in this Agreement to the extent due to wrongful conduct or omission of said party, including but not limited to any financial or personal injury or damages that may result directly or indirectly from use or sale of _____.

15. GENERAL.

No waiver of any right, obligation or default shall be implied, but must be in writing, signed by the party against whom the waiver is sought to be enforced. One or more waivers of any right, obligation or default shall not be construed as a waiver of any subsequent right, obligation or default.

16. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties with regard to the subject matter hereof. This Agreement may not be released, discharged, abandoned or otherwise terminated, in whole or in part, except by an instrument in writing and duly signed by both parties.

17. NOTICES.

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by certified mail or FAX to the following addresses:

Telephone: _____

Fax: _____

PARTNERSHIP AGREEMENT #5

THIS AGREEMENT IS ENTERED INTO this _____ day of _____, 20____,
by and between the following persons whose names and addresses are set forth below:

IT IS MUTUALLY AGREED that upon the commencement date of this partnership agreement, the above named persons shall be deemed to have become partners in business. The terms and conditions of this partnership are as follows:

1. NAME – The firm name shall be _____.
2. PRINCIPAL PLACE OF BUSINESS – The principal place of business shall be _____.
3. PURPOSE – The partnership is formed for the purpose of conducting business as _____ and associated business activities.
4. TERM – The partnership shall commence on _____, 20____, and shall continue for an indefinite period of time.
5. CAPITAL CONTRIBUTION & DISTRIBUTION OF PROFITS AND LOSSES – No interest shall be paid on the initial contributions to the capital of the partnership or any subsequent contributions to capital, or on any undrawn profits of any partner which are credited to his/her account.

CAPITAL CONTRIBUTION

Name of Partner	Specific Contribution	Agreed Upon Cash Valuation of Contribution	Percentage Distribution of Profit and Loss

6. BANKING – It is agreed that during the continuance of the partnership herein, all notes, drafts or money received for and in behalf of the said partnership by the parties hereto shall be deposited in a

bank to be agreed upon by the parties hereto and the monies credited to said partnership shall only be withdrawn by check signed by any TWO of the partners whose names appear below:

7. BOOKS – It is agreed by said parties that there shall be kept at all times during the continuance of their partnership, just, and true books of account; wherein all partners shall enter all money received and expended, as well as all other matters relative to the business or management thereof; and that all partners shall have access thereto, without interruption or hindrance by the other.

8. TERMINATION OF PARTNERSHIP – It is hereby agreed by all parties that at the termination of the partnership, the said partners shall make a true and final account of all things relating to their business including money, goods, wares, fixtures, and all other properties, which after payment of the partnerships liabilities, shall be divided between them in the same percentages as were profits and losses; and should said partners be unable to ascertain the value of any of the assets belonging to the partnership, said assets shall then be sold either at private or public sale to be agreed upon by the parties hereto and a division of the proceeds of said sale shall be divided as herein provided.

9. DEATH OF A PARTNER – In the event of the death of a party hereto, the surviving partner(s), shall within a period of thirty (30) days, give to the legal representative of the deceased partner, a true and final account of all things relating to the partnership, and within a period of ninety (90) days, truly adjust all matters with the legal representative of the deceased partner. The surviving partners shall have the privilege of purchasing the interest of the deceased partner from his legal representative upon a true and proper valuation of the interest of the deceased partner. The legal representative of the deceased partner, during reasonable business hours, shall have access to the books of the partnership and examine same personally or with the aid of other persons and make copies thereof or any portion thereof without any interruption or hindrance, and said legal representative of the deceased partner shall have equal and joint control of the said partnership with the surviving partners.

10. RESPONSIBILITY – It is agreed by and between the parties to these presents, that at all times during the continuance of their partnership, they and each of them will give their attendance, and do their best endeavors, and to the utmost of their skill and power, exert themselves for their joint interest, profit, benefit and advantage.

11. DRAWINGS – It is further agreed that during the continuance of said partnership the parties hereto shall mutually agree in writing, upon a weekly allowance, to be paid to each of the parties hereto for services to be rendered, and said allowance shall be charged as an item of expense of the partnership, or if otherwise agreed upon in writing, may be charged against their personal interest in said business.

12. MODIFICATIONS – This instrument may not be changed orally. Any modifications of this agreement must be by written supplemental agreement executed by all parties thereto.

IN WITNESS WHEREOF, the parties have hereunto signed this partnership agreement this _____ day of _____, 20____.

_____	_____
_____	_____
_____	_____
_____	_____

AFFIDAVIT

STATE OF _____

COUNTY OF _____

On this day, before me, the undersigned authority, in and for and residing in the above county and state, personally appeared _____, who is personally known to me to be the same person whose name is subscribed to the foregoing document, and being duly sworn, he/she verified that the information contained in the foregoing document is true and correct on personal knowledge and acknowledged that said document was signed as a free and voluntary act.

SUBSCRIBED and sworn to before me
This _____ day of _____,
20____.

Name and Signature

My commission expires on: _____

BUY/SELL SHAREHOLDER AGREEMENT #6

This Agreement, made as of the ____ day of _____, 20____, by and between _____, an Illinois Corporation (the "Corporation"), and _____ and _____ (individually the "Shareholder" or collectively the "Shareholders" along with subsequent consenting shareholders).

WITNESSETH:

WHEREAS, the Shareholders are the owners of record of all of the issued and outstanding capital stock of the Corporation, each of them owning the following number of shares:

Name	Number of Shares
_____	_____
_____	_____

WHEREAS, the Shareholders and the Corporation desire that all shares of capital stock of the Corporation be held by the foregoing Shareholders in order to assure continuity and harmony in management and to promote and maintain corporate stability.

WHEREAS, each Shareholder by signing this Agreement agrees to termination and cancellation of all prior agreements, if any, between the Corporation and its Shareholders covering the purchase of a Shareholder's Stock Interest (as hereinafter defined) upon the occurrence of an event described in Sections I-IV below.

NOW, THEREFORE, for and in consideration of the premises and of the mutual promises herein contained, it is hereby agreed as follows:

Section I – Restriction On Lifetime Sale Or Disposition Of Stock

A. General. No Shareholder shall sell, assign (by operation of law or otherwise), pledge, or in any manner whatsoever transfer (collectively "Transfer") any part or all of the shares of capital stock of the Corporation now or at any time hereafter owned by him or her (the "Stock Interest") without first offering to sell such part or all of his or her Stock Interest to the Corporation and to the other Shareholders in accordance with the terms and conditions of this Section.

B. Notice. Any Shareholder intending or desiring to Transfer any part or all of his or her Stock Interest (the "Selling Shareholder") shall first give notice of such intention to the Corporation and the other Shareholders. Such notice shall specify the number of shares to be transferred, the intended transferee, the proposed selling price if the intended Transfer is a sale, and a description of the other terms and conditions of the intended Transfer.

C. Options To Purchase. The Corporation and thereafter the other Shareholders shall thereupon have an option for sixty (60) days after the later of the receipt by the Corporation and the Shareholders or their representatives of (i) the certification of the purchase price pursuant to Section

_____ or (ii) notice of Transfer to purchase the shares described in such notice. (The price shall be as agreed upon by the parties or, in the event that the proposed Transfer is a bona fide sale, at a price and under the same terms and conditions as those contained in the offer by the proposed purchaser. If the disposition is by other than a bona fide sale, and if the parties are unable to agree upon the price, the price shall be determined in accordance with the provisions of Section _____.

D. Priority Of Options. If the Corporation has not exercised its option as to all of the shares described in such notice within the first forty (40) days of such sixty (60) day period, then for the next twenty (20) days the other shareholders shall have an option to purchase, at a price determined as above, all but not less than all of the shares not purchased by the Corporation. During such twenty (20) day period, the Corporation's option shall be subject to the prior right of the other Shareholders to exercise their options. Notwithstanding the foregoing, both the Corporation's and the other Shareholders' options shall be null and void and shall be treated as not exercised unless they shall collectively be exercised as to all of the shares described in the notice.

E. Allocation Of Shareholders' Options. As between the Shareholders who exercise their option, each shall have the right to purchase their pro rata number of shares based on the number of shares of Corporation stock owned by such Shareholder as compared to the total number of such shares owned by all Shareholders exercising their option. In the event a Shareholder does not exercise his or her option in full, each fully exercising Shareholder shall have the option to purchase his or her pro rata number of shares subject to unexercised options. In the event any such options remain unexercised, each fully exercising Shareholder, in order of size of shareholdings, shall have the right to purchase any remaining shares as to which options have not been exercised. All shareholdings shall be calculated as of the date of the original notice (or, if no notice is required hereunder, the date of the event giving rise to the option).

F. Payment. The purchase price shall be paid (i) over such period as may be mutually agreed by the selling Shareholder and the Purchaser(s) or, (ii) in the absence of such agreement, twenty percent (20%) in cash at the Closing (as defined in Section I G) and the balance in five (5) equal annual installments commencing one (1) year after the closing. The unpaid balance shall bear interest, which shall be payable at the time of each installment of principal, at a rate equal to the prime commercial rate being charged on each payment date for one (1) year loans by the _____ Bank. The unpaid amount shall be evidenced by notes of the purchase providing for prepayment without premium or penalty, and which shall be secured by the shares of stock being purchased. All cash dividends declared and paid upon shares held by the selling Shareholder as security shall belong to the Purchaser.

G. Closing. If an option is exercised, the sale or sales shall be closed at the office of the Corporation at a time (during its ordinary business hours) fixed by the selling Shareholder, not less than sixty (60) nor more than seventy-five (75) days after the expiration of the options. If such options shall have been exercised in whole or in part by the Corporation and a Shareholder, or by more than one (1) Shareholder, the sales shall be closed simultaneously. At the Closing, the Corporation shall issue to the Purchaser new certificates for the stock purchased, which certificates shall bear the reference to this Agreement as set forth in Section _____ hereof. If the Purchaser is to pay the purchase price in installments, he or she shall immediately deliver such certificate together with duly executed assignments thereof to the selling Shareholder, who shall hold the same as security for the payment of

the notes pursuant to an appropriate pledge agreement. The certificates representing any shares held as security shall bear a legend substantially similar to the following:

The share represented by this certificate and the transfer thereof are restricted under the terms of a Security Agreement between _____ and _____ dated _____, _____, as amended from time to time. A copy of this Agreement, which also affects other rights of the holder of these shares, is on file at the office of the Corporation.

Shares issued to the Corporation and held as security for the payment of a note issued hereunder shall not be entitled to vote or be counted in determining the total number of shares entitled to vote at any given time. Shares issued to purchasers other than the Corporation and held as security shall be entitled to be voted by the record owner.

H. Non-Exercise Of Options. Upon termination of the options of the Corporation and the other Shareholders unexercised as to any of the shares described in the selling Shareholder's notice, the selling Shareholder may Transfer all of the shares described in such notice substantially as outlined in such notice (but in no event for less than the amount of consideration specified therein). Such Transfer must be carried out within sixty (60) days after the options have terminated. However, as a condition of such Transfer, the Purchaser must expressly consent to be subject to the provisions of this Agreement in the manner set forth in Section ____.

Section II: Purchase At Termination Of Employment Or Upon Disability

A. Options To Purchase. Upon termination of employment with the Corporation of any Shareholder who is also an employee of the Corporation (the "Employee") by resignation, dismissal or in any other manner whatsoever, other than by death, or in the event of the Permanent Total Disability (as hereinafter defined) of an Employee, the Corporation and thereafter the other Shareholders shall have an option, for a period of sixty (60) days after the latter of (i) the receipt by the Corporation and the Shareholders or their representatives of the certification of the purchase price pursuant to Section ____ or (ii) the termination of employment or the Permanent Total Disability, to purchase all of the Stock Interest owned by the Employee at the date of closing. The price shall be determined in accordance with the provisions of Section ____, and the terms shall be as set forth in Section I, D-G (with the substitution of "Employee" for "Selling Shareholder"). For purposes of this Section II, "Permanent Total Disability" shall mean any physical or mental impairment that results in the inability of the Employee to perform his or her customary duties for the Corporation for a period of six (6) consecutive months.

B. Lapse Of Options If Not Fully Exercised. Notwithstanding the foregoing, both the Corporation's and the other Shareholders' options shall be null and void and shall be treated as not exercised unless they shall collectively be exercised as to all of the terminating Employee's Stock Interest.

Section III: Death of a Shareholder (Uninsured – Not Mandatory)

A. Options To Purchase. In the event of the death of any Shareholder, the Corporation and thereafter the other Shareholders shall have an option, for a period of sixty (60) days after the later of the receipt by the Corporation and the Shareholders or their representatives of (i) the certification of the purchase price pursuant to Section ____ or (ii) written notice of the Shareholder's death, to purchase from the representative or distributee of such Shareholder's estate (the "Transferor") the Stock Interest owned by such Shareholder's estate at the date of closing. The price shall be determined in accordance with the provisions of Section ____ and the terms shall be as set forth in Section I, D-G (with the substitution of "Transferor" for "Selling Shareholder").

B. Payment And Closing Terms. Upon the death of a Shareholder, the Corporation shall diligently proceed to collect the proceeds of any insurance policies on the life of the deceased Shareholder payable to it and carried pursuant to this Agreement. If the purchase price is less than such proceeds, the sale shall, upon the certification of the purchase price and the receipt of such proceeds, be immediately closed as is otherwise provided in Section I G (with the substitution of the "Transferor" for "Selling Shareholder") and the entire purchase price shall be paid in cash at the Closing.

If the purchase price exceeds the insurance proceeds, the Corporation shall pay the purchase price on the terms and conditions set forth in Section I, F-G (with the substitution of "Transferor" for "Selling Shareholder"), except:

1. The portion of the purchase price to be paid at the Closing shall be the greater of twenty percent (20%) of the purchase price or the insurance proceeds received by the Corporation; and
2. The sale shall be closed not less than sixty (60) nor more than seventy-five (75) days after the later of (i) the receipt of the insurance proceeds, (ii) the receipt by the Corporation and the Shareholders or their representatives of the certification of the purchase price pursuant to Section ____, or (iii) the receipt by the Corporation and the Shareholders or their representatives of notice of the appointment of the executor or administrator of the estate of the deceased Shareholder.

C. Option – Shareholders. If the Corporation's obligations to purchase such Stock Interest shall not be fulfilled, the other Shareholders shall have the option to purchase at the Closing all but not less than all of the shares not purchased by the Corporation at a price determined in accordance with the provisions of Section ____ and on the terms and conditions set forth in Section I, E-G.

D. Unfulfilled Obligations And Non-Exercised Options. Should the aforesaid obligations or options in this Section ____ not be fulfilled or exercised as to all of the Transferor's Stock Interest, such Stock Interest may subsequently be disposed of free and clear from all of the restrictions contained in this Agreement (except for the S Corporation restrictions contained in Section ____).

E. Simultaneous Death. If a Stockholder shall die or become Permanently Totally Disabled and prior to the date of Closing the only other Stockholder shall have died or become Permanently Totally Disabled, this Agreement (except Section XIII) shall terminate and be of no effect as of one (1)

day prior to the death or Permanent Total Disability of the first Stockholder to die or become Permanently Disabled.

Section IV: Bankruptcy, Insolvency, Etc., Of A Shareholder

A. Options To Purchase. In the event of (i) the dissolution of any Shareholder, (ii) the appointment of a receiver or trustee for any Shareholder, (iii) the filing by a Shareholder of a voluntary petition in bankruptcy or the filing against a Shareholder of an involuntary petition in bankruptcy that is not dismissed within thirty (30) days, (iv) the making by a Shareholder of an assignment for the benefit of creditors, or (v) the effecting by a Shareholder of another act of insolvency, the Corporation and thereafter the other Shareholders shall have an option, for a period of sixty (60) days after the later of the receipt by the Corporation and the Shareholders or their representatives of (x) the certificate of the purchase price pursuant to Section ____ or (y) written notice of an event described in (i) – (v) above, to purchase from such Shareholder or his, her or its representative (the “Transferor”), the Stock Interest owned by such Shareholder or his or her estate on the date of Closing. The price shall be determined in accordance with the provisions of Section ____, and the terms shall be as set forth in Section I, D-G (with the substitution of “Transferor” for “Selling Shareholder”).

B. Lapse Of Options If Not Fully Exercised. Notwithstanding the foregoing, both the Corporation’s and the other Shareholders’ options shall be null and void and shall be treated as not exercised unless they shall collectively be exercised as to all of the Transferor’s Stock Interest. In the event of such lapse, the Transferor’s Stock Interest may be transferred, subject to Sections ____ - ____ of this Agreement, to the Shareholders, trustees, receivers or distributees of the Transferor; providing the transferee expressly consents to be subject to the provisions of this Agreement in the manner set forth in Section ____.

Section V: Exercise Of Options

Neither the Selling Shareholder, Employee nor Transferor, as the case may be, shall have any voice (directly or indirectly, and whether as an officer, director, shareholder or otherwise) in a decision by the Corporation to exercise or not to exercise any option hereunder. Furthermore, the Selling Shareholder, Employee and Transferor shall, at the request of the holders of a majority of the voting stock of the Corporation owned by the other Shareholders, cooperate in securing valid corporate action (by assisting in procuring the attendance of a quorum at any meeting of shareholders or directors, by voting as a shareholder or director, by signing consents in lieu of formal action by vote, or otherwise) in exercising any option hereunder and in taking any corporate action necessary or appropriate for the Corporation to exercise its rights or perform its obligations hereunder. All options granted under this Agreement shall be deemed exercised upon receipt of written notice of such exercise by the Selling Shareholder, Employee or Transferor, where applicable.

Section VI: Determination Of Purchase Price

The purchase price per share for the purpose of Sections ____ - ____ shall be the then fair market value of the shares on the date the option or obligation arose as agreed upon by the Corporation and the Selling Shareholder, Employee or Transferor, where applicable. In the event the parties are unable to agree upon the fair market value of the shares, each party shall select an appraiser who will in turn select a third independent competent appraiser, and the third appraiser’s appraisal of such fair

market value shall be conclusive. In the event either party shall fail to notify the other party of the appraiser selected by such party within fifteen (15) days of the receipt of written demand for such notification, the appraiser selected by the party making such demand shall prepare the appraisal which will be conclusive on both parties. In the event the two (2) appraisers are unable to agree on a third appraiser within ten (10) days of the making by either party of written demand of such appraisers for the name of the third appraiser, each selected appraiser shall prepare the appraisal, and the average of such two (2) appraisals shall be conclusive on both parties. The parties shall split the cost of all such appraisals.

(Annual Redetermination)

A. Fixed Value. For the purposes of Sections ____ - ____, the Shareholders and the Corporation agree that a share of common stock in the Corporation has a value of \$_____. This value shall be revised or renewed in writing by the holders of a majority of the outstanding shares of the common stock of the Corporation immediately following each annual shareholders' meeting. The last yearly value shall be conclusive as to the purchase price of a share of stock for the purpose of Sections ____ - ____ until the next annual shareholders' meeting has been held. The parties hereto have included in their initial figure and intend to include in future revisions thereof an allowance for goodwill, but intend to exclude therefrom the proceeds of any insurance on the life of any of the Shareholders of which the Corporation is the beneficiary. Nothing in this Section shall preclude the Shareholders of the Corporation, by majority vote of the shares of the Corporation common stock outstanding, from revising the purchase price more frequently, but such revision shall not extend the period within which regular revisions or renewals are to be made.

B. Appraised Value. If the Shareholders fail to reach agreement to revise or renew the purchase price during the aforesaid period, the purchase price per share for the purpose of Sections ____ - ____ shall be the then fair market value per share of the Corporation's assets less its liabilities on the date the option or obligation arose (excluding the proceeds of any life insurance on the life of any of the Shareholders of which the Corporation is a beneficiary) as determined by appraisal in the following manner. The Corporation and the Selling Shareholder, Employee or Transferor, where applicable, shall select an appraiser who will in turn select a third independent competent appraiser, and the third appraiser's appraisal of such fair market value shall be conclusive. In the event either party shall fail to notify the other party of the appraiser selected by such party within fifteen (15) days of the receipt of written demand for such notification, the appraiser selected by the party making such demand shall prepare the appraisal which will be conclusive on both parties. In the event the two (2) appraisers are unable to agree on a third appraiser within ten (10) days of the making by either party of the written demand of such appraisers for the name of the third appraiser, each selected appraiser shall prepare the appraisal, and the average of such two (2) appraisals shall be conclusive on both parties. The parties shall split the cost of all such appraisals.

(Adjusted Book Value)

The purchase price per share for the purpose of Sections ____ - ____ shall be the Adjusted Net Book Value ("ANBV") per share of the Corporation as of the end of the month (the "Valuation Date") immediately preceding the date upon which the option or obligation arose. ANBV per share shall be the book value of the Corporation's total assets minus its total liabilities divided by the number of shares outstanding, which number of shares shall be calculated as of the Valuation Date. However, in the event a stock split, reverse stock split or stock dividend, occurs after the Valuation Date but on or

before the Closing, the ANBV per share shall be adjusted up or down to reflect the effect the changed number of shares would have on the book value per share on the Valuation Date. ANBV will reflect the following adjustments made as of the Valuation Date (except where another date is indicated):

- A. Decrease by the amount per share of net deferred Federal and State income taxes which would be included in the Corporation's financial statements as of the Valuation Date under generally accepted accounting principles if the Corporation had elected "C Corporation" status under the Code. For purposes of such calculation, the tax rate applicable to the Corporation shall be assumed to equal the highest statutory individual rate applicable to ordinary income at the date the option or obligation arose;
- B. If the Corporation owns stock of any other non-publicly traded corporation, ANBV shall include a percentage of the ANBV book value of such other corporation equal to the percentage of the stock of such other corporation owned by the Corporation;
- C. No allowance of any kind shall be made for trade names, trademarks, patents or any similar intangible asset, including goodwill;
- D. All plant, buildings and real estate shall be taken into account at the appraised value thereof;
- E. All tangible personal property other than marketable securities and precious metals shall be taken into account at the appraised value thereof;
- F. All marketable securities which are publicly traded and all precious metals shall be taken into account at the closing price thereof on the date the option or obligation arose; and
- G. There shall be included in the assets of Corporation the cash surrender value of any insurance policies owned by the Corporation on the lives of any of its shareholders, but there shall be excluded the amount of the proceeds of any such policies issued on the life of a deceased Shareholder.

All matters with regard to valuation not provided for by the provisions of this section shall be determined and certified by the independent certified public accountant then employed by the Corporation as fairly presenting the ANBV shares of capital stock of the Corporation on a basis consistent with the requirements of this Section ____.

(Based on Past Earnings)

The purchase price per share for the purpose of sections ____ - ____ shall be equal to ____ times the weighted average per share not pre-tax income of the Corporation for the three (3) years immediately preceding the date on which the event giving rise to the option or obligation rose. For purposes of the foregoing computation, "net pre-tax income" shall mean not income of the Corporation before Federal or State taxes, extraordinary items and before any gain or loss from sales of capital assets, determined in accordance with generally accepted accounting principles consistently applied, and "weighted average net pre-tax income" shall be determined by multiplying net pre-tax income for

the most recent year by three (3), the second most recent year by two (2), and the third most recent year by one (1), and dividing the sum of such amounts by six (6).

Section VII: Notice

Any notice given hereunder shall be in writing and shall be delivered personally, telecopied or mailed, by registered mail, return receipt requested, to the address set forth in the records of the Corporation for a Shareholder or such Shareholder's legal representative, or to the Corporation's principal place of business for notice to the Corporation.

Section VIII: Legend On Stock Certificates

Each stock certificate of the Corporation subject to this Agreement shall bear a legend substantially similar to the following:

Transfer of the shares presented by this certificate is restricted under the terms of an agreement between the Corporation and its Shareholders, dated _____, 20____. A copy of the Agreement, which also affects other rights of the holder of these shares, is on file at the office of the Corporation.

Section IX: Consent

Any consent to be subject to this Agreement shall be in writing, in the following form, and shall be filed with the Secretary of the Corporation prior to transfer of ownership of record of any interest in the stock of the Corporation;

Consent to Buy / Sell Agreement. In consideration of the transfer to me of an interest in certain shares of the stock of the Corporation, I do hereby consent to become a party to and be governed by all the terms of an agreement between the Corporation and its Shareholders dated _____, 20____ (the "Agreement"). For purposes of the Agreement, I shall be considered a Shareholder, as defined in the Agreement.

Section X: Changes In Stock Interest

In the event that the Corporation is involved in a merger, consolidation, reincorporation or reorganization with another corporation which will own 80% or more of the outstanding voting stock of the Corporation, or to whose business it may succeed, and the Shareholders of the Corporation receive 50% or more of the outstanding voting stock of the new or surviving corporation, then the shares so acquired shall stand in the place of the shares of stock of the Corporation now or hereafter owned by any party hereto, and such corporation shall be deemed to be the corporation to which the options herein set forth are granted.

If the Corporation pays a stock dividend, or shares subject to this Agreement are exchanged for shares of stock of the Corporation of a different class or for voting trust certificates, then such stock of the same or a different class or such voting trust certificates shall thereupon become subject to the provisions of this Agreement upon the same terms and conditions as the shares of stock originally covered by this Agreement.

Section XI: Insurance

A. Purchase By Corporation. The Corporation shall have the right to purchase insurance on the lives of any or all of its Shareholders and such policies shall be listed on the attached Schedule A, along with any substitution or withdrawal of life insurance policies subject to this Agreement. In the event the Corporation decides to purchase life insurance on any Shareholder, such Shareholder hereby agrees to cooperate fully by performing all the requirements of the life insurer which are necessary conditions precedent to the issuance of such life insurance policies.

B. Purchases By Shareholder. If any Shareholder disposes of all of his or her Stock Interest in the Corporation during his or her lifetime, or if this Agreement terminates before the death of such Shareholder, then such Shareholder shall have the right for a period of three (3) months from such event to purchase the policy or policies on his or her life listed on Schedule A by paying to the Corporation the same amount equal to the net cash surrender value of such policy or policies as is equal to the Corporation's beneficial interest percentage, plus the unearned portion of any premium which shall have been paid thereon by the Corporation.

IN WITNESS WHEREOF, each Shareholder has signed his name hereto and the Corporation has caused this Agreement to be executed on its behalf by its _____ on the date first above written.

(Name of Corporation)

By: _____

Its: _____

DISTRIBUTOR AGREEMENT #7

AGREEMENT made as of _____, 20____, by and between _____, a corporation organized and existing under the laws of the State of _____ (“Distributor”), and _____ a corporation organized and existing under the laws of _____ (“Creator”).

WHEREAS, Creator is the creator and proprietor of certain material for distribution and sale by Distributor (the “Product”) which is more fully described on the attached Appendix ____; and

WHEREAS, Creator is willing to allow Distributor to advertise, market and sell, subject to the conditions herein set forth, the Product; and

WHEREAS, Distributor is willing to advertise, market and sell, subject to the conditions herein set forth, the Product;

WHEREAS, Distributor has accumulated over the years substantial expertise (the “Know-How”) related to the rendering of marketing and related services, which it considers an asset of great value and which it incorporates into its methods of distribution, marketing, advertising and sales; and

WHEREAS, Distributor has developed over the years a list of customers which it considers an asset of great value and which it shall use in its methods of distribution, marketing, advertising and sales; and

NOW, THEREFORE, in consideration of the above and other valuable consideration, the parties hereto hereby agree as follows:

1. License

(a) Effective as of the date of this Agreement, Creator grants to Distributor the **exclusive/nonexclusive** right to advertise, market and sell, and Distributor hereby accepts and undertakes to exercise reasonable diligence in marketing Creator’s Product (**services**) using its **Know-How and customer lists** in the target markets outlined on the attached Schedule ____ (the “Territory”).

(b) Creator’s grant to Distributor of the license to market and sell the Product will be only for so long as this Distribution Agreement remains in effect. In the event this Agreement is terminated for any reason whatsoever, Distributor shall cease and desist from any further marketing of the Product or materials which might be confused with the Product.

2. Compensation, Duties And Administration

(a) Upon the signing of this Agreement, and throughout the term thereof, Creator shall deliver to Distributor such amount of finished Product as requested by Distributor or master copies of the Product for duplication at a location to be chosen by Distributor. Such delivery shall be made within ____ (____) days of the written request of Distributor.

(b) For the services rendered by Distributor hereunder, Creator agrees to pay Distributor compensation in accordance with that which is set out on the attached Schedule _____. Compensation payable pursuant to this Agreement shall be paid to Distributor at the address indicated below its signature at the end of this Agreement or as otherwise directed in writing and in the manner set out on the attached Schedule _____.

(c) Distributor shall process and ship all orders for Product and shall undertake all administrative functions in connection with the sale of the Product, except that Creator shall make itself available at the request of Distributor to assist Distributor in the answering of questions from customers and prospective customers.

(d) Distributor shall keep accurate records regarding the revenues generated from the Product as well as the quantity of the Product sold. Creator or its duly authorized representatives shall have the right to inspect and copy any and all records of Distributor relating to transactions covered by this Agreement after providing reasonable notice of such intent to Distributor during regular business hours.

3. Quality Of Services

Distributor may advertise, market and sell the product in any manner which it, in its sole discretion deems appropriate except that Distributor shall comply with all laws in effect in the Territory, and prior to the use of any marketing materials created by Distributor, Distributor shall furnish copies of said materials to Creator for its approval which approval will not be unreasonably withheld.

4. Inspection

Distributor will permit duly authorized representatives of Creator to review with Distributor at reasonable times, the methods in which the Distributor advertises, markets and sells the Product and Distributor shall, upon request of Creator, submit to Creator or to its duly authorized representatives, samples of its advertising and marketing materials to be used in the course of rendering the services for the purpose of ascertaining or determining compliance with this Agreement.

5. Use Of The Product

Whenever Distributor markets the Product through advertising or in any other manner, in connection with the rendering of the services described herein, Distributor shall clearly indicate Creator's ownership of the Product by copyright references owned by Creator, except as hereafter otherwise agreed. All literature, advertisements and marketing materials developed and used by Distributor shall clearly indicate the Distributor's ownership of the marketing materials by copyright

references owned by Distributor except as hereafter agreed. Distributor shall provide Creator with samples of all literature and materials prepared by Distributor using the Product, except that Creator shall not be permitted to use or disseminate such literature and materials without the express written consent of Distributor. When marketing the Product under this Agreement, Distributor undertakes to comply with all laws pertaining to the use of such rights in force at any time in the Territory.

6. Use Of Know-How

Distributor shall not be required to disclose its customer lists or other confidential components of its marketing strategies and Know-How. Notwithstanding the foregoing, any customer lists, Know-How or other information of a technical or business nature (the "Confidential Information") disclosed hereunder by Distributor to Creator with respect to the services performed is acknowledged and agreed to be disclosed on a confidential basis and is not to be disclosed to anyone outside Creator's organization without the express authorization of Distributor unless the Confidential Information has been made generally available to the trade. Creator agrees to take all reasonable precautions and safeguards necessary to protect the Confidential Information from being disclosed to anyone outside of Creator's organization.

7. Extent Of License

The right granted in Section 1 hereof shall be exclusive and/or non-exclusive, non-divisible and shall not be transferable without Creator's prior written consent.

8. Maintenance Of The Product

Creator will not permit any other person or entity to market the Product in the Territory.

9. Warranties And Indemnity

Neither party makes any warranties with respect to the use, sale or other transfer of the Product by the other party or by any third party. In no event will Distributor be liable for direct, indirect, special, incidental, or consequential damages that are in any way related to the Product. Distributor specifically disclaims any express or implied warranty, including warranties of fitness for purpose and merchantability. Distributor assumes no liability to Creator or third parties with respect to the services rendered by Distributor, and Creator will save and hold harmless and indemnify Distributor against any and all claims, actions, suits, and liabilities including reasonable costs of defense and attorneys' fees incurred through claims of third persons against Distributor involving the rendering of services by Distributor or in any way arising from the use of the Product except to the extent such claims are based on the method of marketing employed by Distributor in which case Distributor shall indemnify and hold Creator harmless from any claims, actions, suits, liabilities, including reasonable costs of defense and attorneys' fees arising therefrom.

10. Termination

(a) Except as otherwise provided herein, this Agreement shall. Remain in full force and effect for a period of one (1) year, and shall automatically renew each year on the anniversary date hereof. Notwithstanding the foregoing, this Agreement may be terminated by either party at any time without

cause upon thirty (30) days written notice or in the event Distributor fails to meet its minimum standard quotas as set out on the attached Schedule ____.

(b) If Creator makes any assignment of assets or business for the benefit of creditors, or if a trustee or receiver is appointed to administer or conduct its business or affairs, or if it is adjudged in any legal proceeding to be either a voluntary or involuntary bankrupt, or if greater than fifty percent (50%) of the equity ownership of Creator is transferred or sold, then at Distributor's option the rights granted herein shall forthwith cease and terminate without prior notice or legal action by Distributor.

(c) In the event that either party fails to comply with any provision of this Agreement, the other party may terminate this Agreement by giving written notice to the defaulting party; but if the defaulting party shall correct such default to the reasonable satisfaction of the non-defaulting party within ten (10) days of the delivery of such notice, the notice shall be of no further force or effect and this Agreement shall not be terminated by such Notice.

11. Ownership Of Product And Know-How

Distributor acknowledges the Creator's exclusive right, title and interest in and to the Product and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title and interest. In connection with the use of the Product, Distributor shall not in any manner represent that it has any ownership in the Product, and Distributor acknowledges that use of the Product shall not create in the Distributor's favor any right, title or interest in or to the Product, but all uses of the Product by Distributor shall inure to the benefit of Creator. Upon termination of this Agreement in any manner provided herein, Distributor will cease and desist from all use of the Product in any way (and will deliver to Creator or its duly authorized representatives, all material and papers which make a part of Product). Distributor will at no time market, adopt or use without Creator's prior written consent any portions of the Product.

Creator acknowledges the Distributor's exclusive right, title and interest in and to all marketing materials, customer lists and Know-How used by Distributor in connection with the sale of the Product and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title and interest. In connection with the marketing and sale of the product, Creator shall not in any manner represent that it has any ownership in the marketing materials, advertisements or customer lists, and Creator acknowledges that the marketing, sale, other use or ownership of the Product shall not create in the Creator's favor any right, title or interest in or to the advertising and marketing materials used by Distributor in promoting the Product, but all uses of such marketing materials by Creator shall inure to the benefit of Distributor. Upon termination of this Agreement in any manner provided herein, Creator will cease and desist from all use of the marketing materials in connection with the Product in any way (and will deliver to Distributor or its duly authorized representatives, all material and papers which make a part of the marketing or advertising materials of Product created and owned by Distributor and all such items incorporating or disclosing other Confidential Information), and furthermore, Creator will at no time market, adopt or use without Distributor's prior written consent any letters or materials which are likely to be similar to or confusing with the marketing materials created by Distributor.

12. Consultation

The Distributor may from time to time request Creator to permit technically qualified representatives of Distributor to confer with or visit the offices of Creator for the purpose of consulting with Creator and studying the methods and techniques related to the use of the Product and any additional Know-How developed by the Creator. Creator will honor such reasonable requests to the extent as may be consistent with other demands on its facilities and on the time of its employees; it being mutually agreed that the extent to which Creator shall comply with such requests made by Distributor shall be the sole discretion of Creator.

The Creator may from time to time request Distributor to permit technically qualified representatives of Creator to confer with or visit the offices of Distributor for the purpose of consulting with Distributor and studying the methods and techniques related to the marketing and sale of the Product and any additional Know-How developed by the Distributor. Distributor will honor such reasonable requests to the extent as may be consistent with other demands on its facilities and on the time of its employees; it being mutually agreed that the extent to which Distributor shall comply with such requests made by Creator shall be the sole discretion of Distributor.

13. Notices

Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if sent by personal delivery, or mailed by registered mail or certified mail return receipt requested, postage prepaid, addressed to the party to be notified at its address shown below its name at the end of this Agreement, or by telefax to the party at the number shown below its name at the end of this Agreement, or at such other address or telefax number as may be furnished in writing to the notifying party.

14. Benefit

The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties, except that neither party may assign this Agreement without the express written consent of the other party.

15. Entire Agreement

This instrument contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

16. Severability

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

17. Waiver of Breach

The waiver by Distributor of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the Creator Distributor.

18. Choice Of Law And Venue

This Agreement shall be governed by the laws of the State of _____ and any action or proceeding in connection with this Agreement shall be brought in any court of record of the State of _____, County of _____, or in the United States District Court for the _____ District of _____, _____ Division.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

Distributor:

By: _____
Its: _____

Creator:

By: _____
Its: _____

LICENSE AGREEMENT #8

AGREEMENT made as of _____, 20____, by and between _____, a corporation organized and existing under the laws of the State of _____ (“Licensor”), and _____ a corporation organized and existing under the laws of _____ (“Licensee”).

WHEREAS, Licensor is the creator and proprietor of certain material for use by Licensee (the “Material”), a copy of which is attached Appendix _____; and

WHEREAS, Licensor is willing to allow Licensee to use, subject to the conditions herein set forth, the Material; and

WHEREAS, Licensor has accumulated over the years substantial know-how (the “Know-How”) and confidential information related to the rendering of marketing and related services, which it considers an asset of great value and which was incorporated in the creation of the Material; and

WHEREAS, it is the desire and intention of the parties that Licensee be permitted to use the Material, **Confidential Information and Know-How**.

NOW, THEREFORE, in consideration of the above and other valuable consideration, the parties hereto hereby agree as follows:

1. License

(a) Effective as of the date of this Agreement, Licensor grants to Licensee the **exclusive/nonexclusive** right to use, and Licensee hereby accepts and undertakes to exercise reasonable diligence in marketing its product (**services**) using the Material **Confidential Information and Know-How** in the market outlined on the attached Schedule _____ (the “Territory”) solely in connection with the marketing of: _____ (the “Product”).

(b) Licensor’s grant to Licensee of the use of the Material will be only for so long as this License Agreement remains in effect. In the event this Agreement is terminated for any reason whatsoever, Licensee shall cease and desist from any further use of the Material or materials which might be confused with the Material.

2. Compensation

(a) For the use of the rights granted hereunder, Licensee agrees to pay Licensor compensation in accordance with that which is set out on the attached Schedule _____.

(b) Compensation payable pursuant to this Agreement shall be paid to Licensor at the address indicated below its signature at the end of this Agreement or as otherwise directed in writing and in the manner set out on the attached Schedule _____.

(c) Licensee shall keep accurate records regarding the revenues generated from the Material as well as the quantity of copies of the Material distributed. Licensor or its duly authorized representatives shall have the right to inspect and copy any and all records of Licensee relating to transactions covered by this Agreement after providing reasonable notice of such intent to Licensee during regular business hours.

3. Control Of Use

Licensee may use the Material only in accordance with the specifications and directions furnished to the Licensee by the Licensor or its representatives or agents from time to time. The nature and quality of the use of the Material shall be subject to the control of the Licensor.

4. Inspection

Licensee will permit duly authorized representatives of Licensor to review with Licensee at reasonable times, the methods in which the Licensee uses or intends to use the Material and Know-How and Licensee shall, upon request of Licensor, submit to Licensor or to its duly authorized representatives, samples of materials developed in the course of rendering the services for the purpose of ascertaining or determining compliance with this Agreement.

5. Use Of The Material

Whenever Licensee uses the Material in advertising or in any other manner, in connection with the rendering of the Services, Licensee shall clearly indicate Licensor's ownership of the Material by copyright references owned by Licensor, except as hereafter otherwise agreed. Licensee shall provide Licensor with samples of all literature and materials prepared by Licensee using the Material. When using the Material under this Agreement, Licensee undertakes to comply with all laws pertaining to the use of such rights in force at any time in the Territory.

6. Use Of Confidential Information Or Know-How

Any Know-How or other information of a technical or business nature (the "Confidential Information") disclosed hereunder by Licensor to Licensee with respect to the Services is acknowledged and agreed to be disclosed on a confidential basis and is not to be disclosed to anyone outside Licensee's organization without the express authorization of Licensor unless the Confidential Information has been made generally available to the trade. Licensee agrees to take all reasonable precautions and safeguards necessary to protect the Confidential Information from being disclosed to anyone outside of Licensee's organization.

7. Extent Of License

The right granted in Section 1 hereof shall be exclusive and/non-exclusive, non-divisible and shall not be transferable without Licensor's prior written consent.

8. Maintenance Of The Material

Licensor will not permit any other person to use the Material in the Territory in connection with the rendering of the Services.

9. Warranties And Indemnity

Neither party makes any warranties with respect to the use, sale or other transfer of the Material by the other party or by any third party. In no event will Licensor be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Material. Licensor specifically disclaims any express or implied warranty, including warranties of fitness for purpose and merchantability. Licensor assumes no liability to Licensee or third parties with respect to the Services rendered by Licensee with the use of the Material or Know-How, and Licensee will save and hold harmless and indemnify Licensor against any and all claims, actions, suits, liabilities including reasonable costs of defense and attorneys' fees incurred through claims of third persons against Licensor involving the rendering of Services by Licensee or in any way arising from the use of the Material except to the extent such claims are based on infringement of the copyright of any party other than Licensor in which case Licensor shall indemnify and hold Licensee harmless from any claims, actions, suits, liabilities, including reasonable costs of defense and attorneys' fees arising therefrom.

10. Termination

(a) Except as otherwise provided herein, this Agreement shall remain in full force and effect for a period of one (1) year, and shall automatically renew each year on the anniversary date hereof. Notwithstanding the foregoing, this Agreement may be terminated by either party at any time without cause upon thirty (30) days written notice / OR Notwithstanding the foregoing, this Agreement may be terminated upon ____ (____) days advance written notice in the event Licensee fails to meet the minimum performance standards as set out on the attached Schedule ____.

(b) If Licensee makes any assignment of assets or business for the benefit of creditors, or if a trustee or receiver is appointed to administer or conduct its business or affairs, or if it is adjudged in any legal proceeding to be either a voluntary or involuntary bankrupt, or if greater than fifty percent (50%) of the equity ownership of Licensee is transferred or sold, then at Licensor's option the rights granted herein shall forthwith cease and terminate without prior notice or legal action by Licensor.

(c) In the event that either party fails to comply with any provision of this Agreement, the other party may terminate this Agreement by giving written notice to the defaulting party; but if the defaulting party shall correct such default to the reasonable satisfaction of the non-defaulting party within ten (10) days of the delivery of such notice, the notice shall be of no further force or effect and this Agreement shall not be terminated by such Notice.

11. Ownership Of Material And Know-How.

Licensee acknowledges the Licensor's exclusive right, title and interest in and to the Material and the Know-How and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title and interest. In connection with the use of the Material or Know-How, Licensee shall not in any manner represent that it has any ownership in the Material or Know-How, and Licensee acknowledges that use of the Material or

Know-How shall not create in the Licensee's favor any right, title or interest in or to the Material or Know-How, but all uses of the Material or Know-How by Licensee shall inure to the benefit of Licensors. Upon termination of this Agreement in any manner provided herein, Licensee will cease and desist from all use of the Material and Know-How in any way (and will deliver to Licensors, or its duly authorized representatives, all material and papers which make a part of Material and all such items incorporating or disclosing the Know-How or other Confidential Information), and furthermore, Licensee will at no time adopt or use without Licensors' prior written consent any letters or materials which are likely to be similar to or confusing with the Material.

12. Consultation

The Licensee may from time to time request Licensors to permit technically qualified representatives of Licensee to confer with or visit the offices of Licensors for the purpose of consulting with Licensors and studying the methods and techniques related to the use of the Material and any additional Know-How developed by the Licensors. Licensors will, from time to time, honor such reasonable requests to the extent as may be consistent with other demands on its facilities and on the time of its employees; it being mutually agreed that the extent to which Licensors shall comply with such requests made by Licensee shall be the sole discretion of Licensors.

13. Notices

Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if sent by personal delivery, or mailed by registered mail or certified mail return receipt requested, postage prepaid, addressed to the party to be notified at its address shown below its name at the end of this Agreement, or by telefax to the party at the number shown below its name at the end of this Agreement, or at such other address or telefax number as may be furnished in writing to the notifying party.

14. Benefit

The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties, except that neither party may assign this Agreement without the express written consent of the other party.

15. Entire Agreement

This instrument contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

16. Severability

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

17. Waiver Of Breach

The waiver by Licensor of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the Licensee.

18. Choice Of Law And Venue

This Agreement shall be governed by the laws of the State of _____ and any action or proceeding in connection with this Agreement shall be brought in any court of record of the State of _____, County of _____, or in the United States District Court for the _____ District of _____, _____ Division.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

LICENSOR:

By: _____
Its: _____

LICENSEE:

By: _____
Its: _____

ROYALTY AGREEMENT #9

I am posting this REAL LIFE royalty agreement to help “bootstrapping” Entrepreneurs save on legal fees by presenting their attorneys with a sample agreement that could help them in the creation of a similar document.

This in NO way, shape or form is to be construed as legal advice. This is merely a sample, a representation of a royalty agreement.

This agreement is exactly as offered to me for one of my creations, in this case a golf club, “The Winged Wedge”. I have, however changed the name and addresses of the company and my home address, of course. You have my permission to download and hard copy this Agreement for your own use.

If you would like to discuss this agreement or have a question regarding the use of such an agreement, you may e-mail me and I will attempt to answer your questions to the best of my ability. Gordon Jay Alexander, August 12, 1997. I may remove this sample agreement at any time.

AGREEMENT

AN AGREEMENT is hereby entered into this ____ day of _____ 20__, by and between XYZ Corporation, 7800 Anystreet, Anywhere, Ohio 12345 (hereinafter referred to as XYZ), and Gordon Jay Alexander, 55 Mystreet, Cuyahoga Falls, Ohio 44223 (hereinafter referred to as “Alexander”).

WHEREAS, XYZ is in the business of marketing and promoting various items of merchandise and publications, which marketing and promotion includes, but is not limited to, direct response solicitation to potential consumers. XYZ desires to create and market a golf club designed by Alexander consisting of a utility wedge with a unique sole plate and weight distribution design and use the mark “WINGED WEDGE” for said golf club (hereinafter the “Winged Wedge Golf Club”).

WHEREAS, Alexander has designed a utility wedge containing a unique sole plate and weight distribution design and has coined the name “Winged Wedge” for said golf club and desires to grant to XYZ the right to create and market the “Winged Wedge” golf club.

NOW, THEREFORE, in consideration of the mutual promises, representations, and warranties, the parties agree as follows:

1. XYZ desires to create, test market and mass market the Winged Wedge golf club designed by Alexander, and in furtherance thereof, Alexander hereby grants to XYZ the following exclusive rights during the term of this Agreement and nonexclusive rights during the sell-off period, except where the grant of rights is specifically stated for some other term:

- A. XYZ has the right to create and sell the Winged Wedge golf club and use the mark “Winged Wedge” on the product and on the promotional materials relating to the product.
- B. XYZ has and shall have throughout the world all rights of every kind and the complete, unencumbered worldwide title, in and to the results and proceeds of Winged Wedge golf club promotions hereunder and the mark Winged Wedge, which includes all print publication rights and all copyrights therein, including without limitation, the right to reproduce, broadcast, transmit, sell, exhibit, distribute, advertise, exploit and use same, separately, or in combination with any other material or any other third party or celebrity, for any purpose, in any manner, under any trademark or other identification, and by any means or method, whether or not known, invented, used or contemplated, and to refrain from all or part thereof. Alexander hereby assigns to XYZ all rights, title and interest in and to Alexander’s copyrights for such work. Alexander shall execute and deliver to XYZ such instruments of transfer and take such other action that XYZ may reasonably request, including, without limitation, executing and filing, at XYZ’s expense, copyright applications, assignments and other documents required for the protection of XYZ’s rights to such materials.
- C. XYZ shall have the exclusive right to file a trademark application for the mark “Winged Wedge” in XYZ’s name and a patent application for the club design in XYZ’s name, and XYZ shall be the owner of all rights which accrue therefrom. Alexander shall provide such assistance as XYZ may reasonably request for the prosecution of any such applications or related proceedings by XYZ.

2. Alexander hereby agrees that he will make himself available for consultation in connection with any Winged Wedge promotions. Alexander specifically agrees that he will be immediately available for all consultations sessions that are necessary for the creation of the Winged Wedge Golf Club product, such consultations sessions to be completed within fourteen (14) days of the date of this Agreement and to include disclosure to XYZ of the complete, detailed product design information necessary to create the Winged Wedge Golf Club and all information necessary to create a user’s manual for said golf club. Alexander shall make himself available for consultation sessions thereafter on an ongoing basis until actual completion of the Winged Wedge Golf Club has been accomplished.

3. The term of this Agreement shall be deemed to have commenced on the date hereinabove first written, and it shall continue until XYZ determines, in its sole discretion, to discontinue marketing the Winged Wedge Golf Club by providing notice of termination of this Agreement to Alexander. Notwithstanding anything to the contrary in the immediately preceding sentence, it is understood and agree that XYZ shall have a period of six (6) months from and after the date of termination of this Agreement to dispose of its pre-existing inventory of the materials and Winged Wedge Golf Clubs.

In the event XYZ shall terminate the Agreement, Alexander shall within ten (10) days following the termination of the six (6) month sell-off period or any sooner period of time mutually agreed to by the parties, have the option of having XYZ assign to him any trademark and/or patent applications or registrations obtained in XYZ’s name. Within ten (10) days of Alexander exercising the option, XYZ shall execute and deliver to Alexander such instruments of transfer and take such other action that Alexander may reasonably request, including without limitation, executing and filing, at Alexander’s expense, assignments and other documents required for the protection of Alexander’s rights to such materials.

4. Alexander hereby specifically agrees that during the term of this Agreement, including the sell-off period, he shall not personally engage in and/or permit the use of the Winged Wedge product design or the mark Winged Wedge for or in connection with the production, sale, distribution, advertising, publicity or exploitation of any golf club incorporating the Winged Wedge product design or any other golf club and shall not personally engage in the production, sale, distribution, advertising, publicity, or exploitation of any other golf wedge, if XYZ has been or is currently exploiting the same geographical market. The geographical market constitutes any state in which XYZ is or has been engaged in any golf merchandise promotions in said state. XYZ shall have the right to recover any damages sustained, as may be judicially determined, as a result of a breach by Alexander of this Paragraph (4) from, but not limited to, any monies which maybe or become payable to Alexander hereunder but not to exceed the net profit Alexander may have received as a direct result of the breach of this covenant.

5. In consideration of the full and faithful performance by Alexander hereunder, and his grant of rights to XYZ, XYZ agrees to pay to Alexander, or in the event of his death to his estate, royalties to be paid as follows:

- A. XYZ agrees to pay to Alexander a royalty of two percent (2%) of the actual gross selling price of any Winged Wedge golf clubs incorporating the exact product design disclosed by Alexander to XYZ less refunds and/or returns, bad checks, and sales tax, but including any net profit derived by XYZ in respect to the fulfillment of orders.
- B. The payments provided above shall be due for all sales, activities, and consulting commencing when Alexander first furnished any information or services to XYZ and ending with the terms of this agreement.

6. In respect to paragraph 5 hereinabove, XYZ shall compute Alexander's royalties within (30) days after December 1st, March 1st, June 1st and September 1st of each calendar year relating to all sales made in the preceding three (3) month period, and shall pay such royalties in accordance with such computation within the following said thirty (30) day period. All royalty statements or other accounts rendered by XYZ to Alexander shall be accurate and complete and shall be binding upon each of them and not subject to any objection for any reason, unless such objection is made in writing, stating the basis thereof and delivered to XYZ within sixty (60) days from the date upon which the furnished statements and accounts were furnished to Alexander. Alexander and his agents shall have the right to audit the books and records of XYZ, at the place where said books and records are normally maintained, not more frequently than once each quarter, at his sole cost and expense, said audit to be conducted by a CPA during normal business hours, upon five (5) days prior notice, to verify accuracy of monies payable to him pursuant to paragraph 5 above.

7. XYZ and Alexander warrant and represent to each other that they have the right to enter into this Agreement, and that each party does not have, nor will they hereafter enter into, and contract in conflict with this Agreement.

8. Any notice required to be given hereunder shall be in writing and shall be delivered in person, by prepaid telegram or by certified mail, return receipt requested, addressed as follows:

To XYZ:

John Doe
7800 Anystreet
Anytown, US XXXXX

To Alexander:
Gordon Jay Alexander
My Address
Cayahoga Falls, Ohio 44224

Or to such other addresses as the parties hereto may designate by like notice. When notice is given by mail or prepaid telegram, the date of mailing or the date of delivery to the telegraph office shall be deemed the date of giving such notice.

9. It is hereby agreed by and between the parties hereto that if a dispute shall develop hereunder, the convenient forum to resolve said dispute shall be the State or Federal district courts within the State of Ohio. The parties furthermore agree that the laws of the State of Ohio shall govern with respect to any dispute to be determined hereunder. If there should be a dispute regarding the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs. Should any provision of this Agreement be void or unenforceable for any reason, such provision shall be deemed omitted, and this Agreement, with such provision omitted, shall remain in full force and effect.

10. Nothing herein contained shall be construed or interpreted to create a joint venture or a partnership by and between the parties hereto, or to be interpreted as either party as the employee of the other. Both parties hereto are hereby considered to be independent contractors.

11. This Agreement contains the entire understanding between the parties hereto. This Agreement may not be altered, amended or modified except in writing, executed by both parties hereto.

12. The parties hereto agree that neither party shall have the right to assign this Agreement without the prior written consent of the other which consent may not be arbitrarily withheld.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

XYZ Corporation Industries

By _____

CONSULTING AGREEMENT #10

This agreement dated _____, 2000 by and between _____, Inc. (hereinafter "CLIENT") and Consulting Company, Inc. (hereinafter "CONSULTANT"), governing professional consulting services to be provided by CONSULTANT on behalf of and in the interest of the CLIENT.

Scope of Services. Consultant agrees to provide services for CLIENT as listed in Attachment "A" to this agreement, "Scope of Services".

Access to Staff and Resources. CLIENT agrees to provide CONSULTANT with timely access to resource information and staff members as necessary and appropriate for CONSULTANT to perform services.

Payment for Services. In consideration of CONSULTANT'S performance of services, CLIENT agrees to pay the fee for services plus agreed to expenses as provided for by Attachment "B" to this agreement, "Payment For Services".

Independent Status. CONSULTANT is an independent contractor and CONSULTANT and CONSULTANT'S staff shall not be deemed to be employee(s) of CLIENT. CONSULTANT reserves the right to determine the manner, method and means by which services will be performed as well as to set the hour of work and schedule that will be followed by CONSULTANT, including the schedule to be followed when work is performed at the CLIENT'S place of business.

Complete Agreement. This agreement, with referenced attachments, constitutes the entire and complete agreement between the parties hereto and CLIENT acknowledges that in entering into this agreement, no reliance is made on any other statements, verbal or written. It may not be changed orally but only by an agreement in writing. It is also acknowledged that it is common for one or more separate/subsequent agreements to be entered into by the parties for specific work including, but not limited to copywriting, business planning/strategies, product/service review and analysis, maximization of customer values, prospecting/marketing systems development, improvement of front end marketing for existing or new products/services, back end marketing systems, products and services, joint venture arrangements, licensing, continuity programs, expansion into new/different channels of distribution, etc. This agreement, in no way obligates either party to enter into any such separate or subsequent agreements, and does not preclude any such agreements from being entered into.

Liability. CONSULTANT warrants to CLIENT that all services provided, material, analysis, assistants, and data employed in connection with this agreement shall be qualified and proper for the services provided. CONSULTANT makes no other warranties.

Additional Services. CLIENT may request and CONSULTANT may agree to provide additional services and/or marketing materials, when requested by CLIENT. CLIENT and CONSULTANT will sign separate agreements detailing the nature of the additional services and/or marketing materials to be provided as well as the terms and conditions of payment for such additional services and/or materials, and the basis on which fees for such additional services shall be established. The signing of this agreement in no way obligates CLIENT to contract for additional services and/or marketing materials with CONSULTANT.

Notices. For purposes of notices, invoices, payments, and other communications related to this agreement, notices to the CLIENT shall be sent to:

_____, Inc.

and notices to the CONSULTANT shall be sent to:

Consulting Company, Inc.
710 Height Street
San Francisco, CA 94666

Assignment. This agreement may not be assigned by either party without prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this agreement shall be binding and inure to the benefit of heirs, successors, and assigns of the parties hereto.

Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

Waiver of Breach. The waiver by CONSULTANT of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the CONSULTANT.

Choice of Law and Venue. This Agreement shall be governed by the laws of the State of Illinois and any action or proceeding in connection with this Agreement shall be brought in any court of record of the State of Illinois, County of Cook, or in the United States District Court for the Northern District of Illinois, Eastern Division.

IN WITNESS WHEREOF, the parties hereto have signed this agreement as of the date first above written:

CLIENT:

_____ its_____

CONSULTANT:

_____ its_____

ATTACHMENT "A" TO THE AGREEMENT

Scope of Services

This attachment is a part of the agreement and incorporated into the agreement dated _____, 2000 entered into between Consulting Company, Inc. (CONSULTANT) and _____, Inc. (CLIENT).

CONSULTANT agrees to provide the following services:

1. Conduct a one day Diagnostic Interview at a location and a date to be mutually agreed upon.
2. As a result of the data and information obtained as a result of such Interview, and after receiving all necessary data from CLIENT, CONSULTANT will prepare a written report (REPORT) consisting of a Plan of Action - A written report detailing the recommendations CONSULTANT suggests be implemented in order for CLIENT to realize the goals and objectives stated during the Interview.
3. The Plan of Action will be delivered to CLIENT at their offices no later than 2-3 weeks of CONSULTANT receiving all the necessary data.
4. Although it is not usually necessary, at CLIENT'S option, CLIENT may retain CONSULTANT for an additional one or two days of consulting at the CLIENT'S offices to discuss specific aspects of the REPORT, which could include, but not be limited to: the details of the REPORT, possible changes to the REPORT, fine tune certain aspects of the REPORT, classifications or adjustments to the REPORT, redefining goals or objectives, and so on. A final, revised REPORT would then be developed and delivered to the CLIENT subsequent to this additional day of consulting. This optional one or two day(s) of consulting would be charged at the same rate and terms detailed in this agreement. The signing of this agreement in no way obligates CLIENT to hire CONSULTANT for any additional days of consulting or any subsequent projects.

ATTACHMENT "B" TO THE AGREEMENT

Payment For Services

This attachment is a part of the agreement and incorporated into the agreement dated _____, 2000 entered into between Consulting Company, Inc. (CONSULTANT) and _____, Inc. (CLIENT) for one and one half days of consulting.

CONSULTANT agrees to provide the services to CLIENT as specified in Attachment "A" to this agreement, Scope of Services, in consideration of a total fixed price fee of \$7,000 per day, plus all airfare expenses, local transportation, meals, and one night of hotel accommodations needed by CONSULTANT; being provided or reimbursed to CONSULTANT. The total fee will be \$7,000 for the one day of consulting as described herein. Payment of the fee will be as follows:

1. \$3,500 upon execution of this agreement, and
2. \$3,500 balance due, plus any unreimbursed travel/transportation/accommodation expenses incurred by CONSULTANT at the conclusion of the day of consulting. An invoice and receipt will be provided by CONSULTANT to CLIENT upon receipt of final payment and reimbursements.

Any additional services or marketing materials, if desired by the CLIENT will be provided for, and contracted for, under separate agreements. Depending on the nature of any future services performed by CONSULTANT for CLIENT under any such separate arrangements, some portion of the initial consulting fees paid to CONSULTANT by CLIENT under this agreement may be applied as a credit against any such future services performed by CONSULTANT for CLIENT.

Checks should be made payable to "Consulting Company, Inc."

COPYWRITING AGREEMENT #11

AGREEMENT made as of _____, 2000, by and between Image Oriented Company, Inc., a corporation organized and existing under the laws of the State of Illinois ("Client"), and John Wesley Harding, a sole proprietor organized and existing under the laws of Illinois ("Consultant").

WHEREAS, Consultant is a duly and validly organized and existing sole proprietor and in good standing under the laws of Illinois; and

WHEREAS, Client is a duly and validly organized and existing corporation and in good standing under the laws of Illinois; and

WHEREAS, it is the desire and intention of Client to utilize the services of Consultant to produce and create materials for Client's use in its products and services for sale, and

NOW, THEREFORE, in consideration of the above and other valuable consideration, the parties hereto hereby agree as follows:

1. Retention Of Consultant.

(a) Subject to the terms and conditions of this Agreement, Client retains Consultant to create the following items and to do the following services:

- i. Update and upgrade all printed and written components Client's product known as "Bertha" (Product). This update and upgrade of Product could include, but not be limited to: Course manual or manuals, booklets, newsletters, sales letters, reports, ads, postcards, faxes, bonus reports, emails, web site content, direct mail pieces, envelopes, recorded message scripts, and other materials to include in the Product.
- ii. The parties will list all components of Product to be produced pursuant to this agreement on the attached Schedule A.

(b) In rendering any services provided pursuant to this Agreement, Consultant will be free to arrange its own time, pursuits and schedule, and will be free to determine the specific manner in which its services will be performed. Consultant will not be required to observe any routine or requirement as to working hours or location from which it operates, and the unavailability of Consultant to render services by reason of Consultant absence on a vacation or other business commitments shall not constitute a breach by Consultant of this Agreement. Nothing in this agreement constitutes the relationship of employer and employee between the parties hereto. Consultant shall at all times be considered an independent contractor. Client, unless otherwise required by law, will not withhold income or employment taxes from any payment due Consultant. Client will not be responsible for the payment of Social Security taxes, unemployment taxes or insurance, worker's compensation or any other benefit of any nature. Client will not exercise any supervision over Consultant in its performance of any of its services. Further, it is expressly understood that as an independent contractor, Consultant will not participate as an employee in any plan or program maintained by Client for the benefit of its employees.

(c) Unless Consultant elects otherwise, any services performed may be rendered by Consultant via telephone or telefax or e-mail or postal delivery communications.

(d) Consultant agrees to fine tune and modify the Materials, without additional charge, as long as such requests for modifications are reasonable within the scope of the materials and work being done.

2. Compensation

Client shall pay Consultant a flat fee of \$2,500.00 (two thousand five hundred dollars) for its work as described herein. Client will pay ½ of this fee at the signing of this agreement, and the balance of the fee upon completion of the work covered by this agreement.

3. Ownership of Materials

Consultant acknowledges that this agreement is a work for hire agreement, and that Client owns all copyrights and other rights of ownership to all materials and components that collectively comprise the Product as described herein, provided to Client by Consultant. Consultant acknowledges the Client's exclusive right, title and interest in and to the Product, and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title and interest. Consultant shall not in any manner represent that it has any ownership in the Product and any of its components, and Consultant acknowledges that use and sale of the Product shall not create in the Consultant's favor any right, title or interest in or to the Materials, but all uses of the Product by Client shall inure to the benefit of Client. Further, Consultant agrees that it will not create or distribute any materials which are substantially similar to, or likely to be confused with the Product and all of its components.

4. Marketing Decisions and Use of the Materials.

(a) Client shall have full discretion as to the use of Materials in advertising or in any other manner in connection with marketing of its product or service. Client may, but shall not be required to confer with Consultant to review the methods in which Client uses or intends to use the Materials.

(b) When using the Materials, covered under this Agreement, Client undertakes to comply with all laws pertaining to the use of such rights in force at any time.

5. Warranties and Indemnity. Neither party makes any warranties with respect to the use of the Materials by the other party. In no event will Consultant be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Materials. Consultant specifically disclaims any express or implied warranty, including warranties of fitness for purpose and merchantability. Consultant assumes no liability to Client or third parties with respect to the Services rendered by Consultant with the use of the Materials or Know-How, and Client will save and hold harmless and indemnify Consultant against any and all claims, actions, suits, liabilities including reasonable costs of defense and attorneys' fees incurred through claims of third persons against Consultant involving the rendering of Services by Consultant or in any way arising from the use of the Materials, except to the extent such claims are based on infringement of the copyright of any party other than Consultant in which case Consultant shall indemnify and hold Client harmless from any

claims, actions, suits, liabilities, including reasonable costs of defense and attorneys fees arising therefrom.

6. Termination.

(a) Except as otherwise provided herein, this Agreement shall remain in full force and effect until the completion of the project to Client's satisfaction.

(b) In the event that either party fails to comply with any provision of this Agreement, the other party may terminate this Agreement by giving written notice to the defaulting party; but, if the defaulting party shall correct such default to the reasonable satisfaction of the non-defaulting party within ten (10) days of the delivery of such notice, the notice shall be of no further force or effect and this Agreement shall not be terminated by such Notice.

7. Notices. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if sent by personal delivery, or mailed by registered mail or certified mail return receipt requested, postage prepaid, addressed to the party to be notified at its address shown below its name at the end of this Agreement, or by telefax to the party at the number shown below its name at the end of this Agreement, or at such other address or telefax number as may be furnished in writing to the notifying party.

8. Benefit. The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties, except that neither party may assign this Agreement without the express written consent of the other party.

9. Entire Agreement. This instrument contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

10. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

11. Waiver of Breach. The waiver by Consultant of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the Consultant.

12. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of Illinois and any action or proceeding in connection with this Agreement shall be brought in any court of record of the State of Illinois, County of Cook, or in the United States District Court for the Northern District of Illinois, Eastern Division.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

CLIENT:

Image Oriented Comapny, Inc.
1600 Pennsylvania Drive
Washington, D.C., 01234

By: _____
Its _____

CONSULTANT:

John Wesley Harding
Friend Of The Poor Avenue
Tombstone, KS 75444

By: _____
Its _____

SCHEDULE A

COMPONENTS OF PRODUCT

Pursuant to Section 1 of this agreement, the following items are components of Product described herein and covered by all terms and provisions of this agreement:

LICENSE AND ROYALTY AGREEMENT #12

AGREEMENT made as of _____, 20__, by and between Consulting Company, Inc., a corporation organized and existing under the laws of the State of Illinois ("Licensor"), and Company With Customers, Inc, ("Licensee) corporations organized and existing under the laws of the State of Disarray, and Ziggy Stardust, Individually.

WHEREAS, Licensor is the creator and proprietor of certain material for use by Licensee to sell modified versions of Licensor's products (the "Material") which is described in the attached Schedule C; and

WHEREAS, Licensor is willing to allow Licensee to sell and/or use, subject to the conditions herein set forth, the Material; and

WHEREAS, Licensor has accumulated over the years substantial know-how (the "Know-How") and confidential information related to the rendering of marketing and related services, which it considers an asset of great value and which was incorporated in the creation of the Material; and

WHEREAS, it is the desire and intention of the parties that Licensee be permitted to sell and/or use the Material, Confidential Information and Know-How.

NOW, THEREFORE, in consideration of the above and other valuable consideration, the parties hereto hereby agree as follows:

1. License

- (a) Effective as of the date of this Agreement, Licensor grants to Licensee the non-exclusive right to use, and Licensee hereby accepts and undertakes to exercise reasonable diligence in marketing its products and services (Product) using, the Material, Confidential Information and Know-How in the market outlined on the attached Schedule B ("Territory") solely in connection with the marketing of: (the "Product").
- (b) Licensor's grant to Licensee of the use of the Material will be only for so long as this License Agreement remains in effect. In the event this Agreement is terminated for any reason whatsoever, Licensee shall cease and desist from any further use of the Material or materials which are substantially similar to the Material, or that might be confused with the Material.
- (c) Licensor grants to Licensee the right to modify all Materials listed in Schedule C for its own use and sale, as long as Licensee obtains approval of any and all modifications from Licensor; which approval will not be unreasonably withheld. This approval applies to all advertising, sales materials, course materials, audio or video tapes, and/or any and all materials furnished to Licensee.

2. Compensation

- (a) For the use of the rights granted hereunder, Licensee agrees to pay Licensor compensation in accordance with that which is set out on the attached Schedule A.
 - (b) Compensation payable pursuant to this Agreement shall be paid to Licensor at the address indicated below its signature at the end of this Agreement or as otherwise directed in writing and in the manner set out on the attached Schedule A.
 - (c) Licensee shall keep accurate records regarding the revenues generated from the Material as well as the quantity of copies of the Material distributed. Licensor or its duly authorized representatives shall have the right to inspect and copy any and all records of Licensee relating to transactions covered by this Agreement after providing reasonable notice of such intent to Licensee during regular business hours. These records shall include, customer names, (but not addresses or phone numbers) sales records, charge card records, bank statements, 800 number logs, etc. Such inspection shall be at the expense of Licensor, unless discrepancies of royalty or other monies due Licensor are in excess of 5% difference from the correct amounts as determined through such an audit; in which case such expenses will be the burden of Licensee.
3. Control of Use. Licensee may use the Material only in accordance with the specifications of this agreement.
4. Use of the Material. Whenever Licensee uses the Material in advertising or in any other manner, Licensee shall clearly indicate Licensor's ownership of the Material by copyright references owned by Licensor, except as hereafter otherwise agreed. Licensee shall provide Licensor with samples of all literature and materials prepared by Licensee using the Material. When using the Material under this Agreement, Licensee undertakes to comply with all laws pertaining to the use of such rights in force at any time in the Territory.
5. Extent of License. The right granted in Section I hereof shall be non-exclusive in the territory described in Schedule B, and shall not be transferable without Licensor's prior written consent.
6. Warranties and Indemnity. Neither party makes any warranties with respect to the use, sale or other transfer of the Material by the other party or by any third party. In no event will Licensor be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Material. Licensor specifically disclaims any express or implied warranty, including warranties of fitness for purpose and merchantability. Licensor assumes no liability to Licensee or third parties with respect to the Product or with respect to the use of the Material by Licensee, and Licensee will save and hold harmless and indemnify Licensor against any and all claims, actions, suits, liabilities including reasonable costs of defense and attorneys' fees incurred through claims of third persons against Licensor involving the sale of the Product by Licensee or in any way arising from the use of the Material except to the extent such claims are based on infringement by the Material of the copyright of any party other than Licensor in which case Licensor shall indemnify and hold Licensee harmless from any claims, actions, suits, liabilities, including reasonable costs of defense and attorneys' fees arising therefrom.

7. Termination.

Except as otherwise provided herein, this Agreement shall remain in full force and effect for a period of thirty-six months, and shall automatically renew for one year periods on the fourth anniversary date from the date hereof. Notwithstanding the foregoing, this Agreement may be terminated by either party under the following circumstances upon thirty days written notice:

(a)

- i. If Consultant terminates this agreement of it's own accord, without cause, it must provide written notice of such termination to Client upon 30 days written notice. If Consultant terminates this agreement without cause, Client will retain all of it's rights and privileges as described herein and be allowed to continue using any marketing materials created as a result of this agreement and be allowed to sell products described in Schedule C with no further compensation due Consultant.
- ii. If Consultant fails to comply with any provision of this Agreement, Client may terminate this agreement by giving written notice to Consultant of any such defaults. If Consultant corrects any such defaults to the reasonable satisfaction of Client within 30 days of delivery of such notice, the notice shall be of no further force or effect and this agreement shall not be terminated by such notice. If Consultant does not correct any such defaults within the above referenced time period, Client may terminate this agreement immediately thereafter. In addition, under this termination provision, Client will maintain it's right to continue using any marketing materials created as a result of this agreement and be allowed to sell the Product described in Schedule C with no further compensation due Consultant.
- iii. If Client terminates this agreement of it's own accord, without cause, it must provide written notice of such termination to Consultant upon 30 days written notice. If Client terminates this agreement without cause, than Consultant will be entitled to its compensation in all forms as described herein, for a period of five years from the date of such termination. During such five year period, Client acknowledges and agrees that all royalty payment obligations as set forth in Section 2 and on Schedule A will be due and owing to Consultant, regardless of the manner in which the materials are used to sell the Product, and regardless of the persons or entities using the Materials, or any derivatives of Materials, or Materials which are similar and could be confused with the Materials. During such five year period, Client will be allowed to continue the use of all materials created for Client as described herein, provided Client makes timely payment of compensation due Consultant as described herein. In the event Client is more than thirty days late making payments from the date such compensation is due Consultant during such five year compensation continuation period, Client is immediately prohibited from using all Materials created for Client by Consultant pursuant to the terms of this agreement, until such time that all delinquent payments due Consultant during this five year compensation continuation period, at which time, Client may use such Materials again, subject to the timely payment of compensation due Consultant provisions contained herein.
- iv. If Consultant terminates this agreement due to Client's failure to comply with any provision of this agreement, Consultant may terminate this agreement by giving written

notice to Client of any such defaults. If Client corrects any such defaults to the reasonable satisfaction of Consultant within 30 days of delivery of such notice, the notice shall be of no further force or effect and this agreement shall not be terminated by such notice. If Client does not correct any such defaults within the above referenced time period, Consultant may terminate this agreement immediately thereafter and Consultant will be entitled to its compensation in all forms as described herein, for a period of five years from the date of such termination. During such five year period, Client acknowledges and agrees that all royalty payment obligations as set forth in Section 2 and on Schedule A will be due and owing to Consultant, regardless of the manner in which the materials are used to sell the Product, and regardless of the persons or entities using the Materials, or any derivatives of Materials, or Materials which are similar and could be confused with the Materials. During such five year period, Client will be allowed to continue the use of all materials created for Client as described herein, provided Client makes timely payment of compensation due Consultant as described herein. In the event Client is more than thirty days late making payments from the date such compensation is due Consultant during such five year compensation continuation period, Client is immediately prohibited from using all Materials created for Client by Consultant pursuant to the terms of this agreement, until such time that all delinquent payments due Consultant during this five year compensation continuation period, at which time, Client may use such Materials again, subject to the timely payment of compensation due Consultant provisions contained herein.

- (b) If Licensee makes any assignment of assets or business for the benefit of creditors, or if a trustee or receiver is appointed to administer or conduct its business or affairs, or if it is adjudged in any legal proceeding to be either a voluntary or involuntary bankrupt, or if greater than fifty percent (50%) of the equity ownership of Licensee is transferred or sold, then at Licensor's option the rights granted herein shall forthwith cease and terminate without prior notice or legal action by the Licensor.
8. Ownership of Material and Know-How. Licensee acknowledges the Licensor's exclusive right, title and interest in and to the Material and the Know-How and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title and interest. In connection with the use of the Material or Know-How, Licensee shall not in any manner represent that it has any ownership in the Material or Know-How, and Licensee acknowledges that use of the Material or Know-How shall not create in the Licensee's favor any right, title or interest in or to the Material or Know-How, but all uses of the Material or Know-How by Licensee shall inure to the benefit of Licensor. Upon termination of this Agreement in any manner provided herein, Licensee will cease and desist from all use of the Material and Know-How in any way (and will deliver to Licensor, or its duly authorized representatives, all material and papers which make a part of Material and all such items incorporating or disclosing the Know-How or other Confidential Information), and furthermore, Licensee will at no time adopt or use without Licensor's prior written consent any materials which are substantially similar to, or that might be confused with the Material.
9. Consultation.
- (a) Upon request of Licensee, Licensor will make himself available at reasonable hours by

telephone to consult with Licensee with regard to the use of the Material and promotion of the Product.

- (b) Licensee acknowledges that Licensor, during the term of this Agreement, will be engaged in other business activity and may engage in rendering the same or similar services to other companies.
 - (c) Nothing in this Agreement shall be construed to create the relationship of employer and employee between the parties hereto. Licensor shall at all times be deemed to be an independent contractor. Licensee unless otherwise required by law, will not withhold income or employment taxes from any payment due Licensor, Licensee will not be responsible for the payment of Social Security taxes, unemployment insurance, worker's compensation or any other benefit of any nature. Licensee will not exercise supervision over Licensor in its performance of any services.
 - (d) It is expressly understood that as an independent contractor Licensor will not participate as an employee in any plan or program maintained by Licensee for the benefit of its employees.
10. Notices. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if sent by personal delivery, or mailed by registered mail or certified mail return receipt requested, postage prepaid, addressed to the party to be notified at its address shown below its name at the end of this Agreement, or by telefax to the party at the number shown below its name at the end of this Agreement, or at such other address or telefax number as may be furnished in writing to the notifying party.
11. Benefit and Personal Obligations of Ziggy Stardust.
- (a) The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties, except that neither party may assign this Agreement without the express written consent of the other party.
 - (b) Ziggy Stardust shall be personally responsible for payment to Licensor of the licensing fees set out on the attached Schedule A in the event any such payments or portions thereof are not made by Licensee within 10 days of the date they are due and Ziggy Stardust shall immediately remit any such unpaid licensing Fees.
 - (c) If at any time prior to or after the termination of this Agreement, whether authorized or not, Ziggy Stardust shall use the Materials or any items similar to or confusing with the Material either individually or directly or indirectly through any entity other than Licensee, then Ziggy Stardust shall be personally responsible for the immediate payment to Licensor of the same royalty fees ("Royalties") as are set out on the attached Schedule A on all use of the Material as set out in Schedule C by such individual or entities.
12. Entire Agreement. This instrument contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

13. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
14. Waiver of Breach. The waiver by Licensor of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the Licensee.
15. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of Illinois and any action or proceeding in connection with this Agreement shall be brought in any court of record of the State of Illinois, County of Cook, or in the United States District Court for the Northern District of Illinois, Eastern Division.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

LICENSOR Consulting Company, Inc. 10 Downing Street London, KS 75444

By: _____ Its _____

LICENSEE: Company With Customers, Inc. 3 Main St. Mayberry, NC 02345

By: _____ Its _____

By: _____ Individually

Schedule A.

Licensing fee.

1. Licensee agrees to pay to Licensor a non-refundable, initial licensing fee in the amount of \$35,000 US. Such fee shall be payable by a cashiers check of \$17,500US at the signing of this agreement, \$17,500US within thirty days of the signing of this agreement. Prepayments made ahead of schedule shall be allowed and applied to the balance due. Such licensing fee is non-refundable, should this agreement terminate for any reason. Upon the completion of payment of the first \$17,500 of said licensing fee, Licensor will provide a copy of the computer disk(s), and hard copies of larger products containing the materials for Licensee to use, and Licensee will then be allowed to begin modifying or distributing the materials pursuant to the provisions included in this agreement.

2. Royalties. Licensee agrees to pay to Licensor a royalty of 5% or 50% of the gross sales of all Product sold by Licensee as detailed in Appendix C; or any modifications or derivatives thereof, in addition to the licensing fee mentioned in section 1 above. Such royalty shall be calculated once a month, on the last day of each month; and paid to Licensor within 15 days after the end of each said monthly period. Such royalties will only apply to the sales of the existing or modified materials detailed in Appendix C.

In addition to the royalties paid on the gross sales of the specific Product(s) as described above, for Products listed in Appendix C, Licensee will pay a royalty in the amount of 5% of only its gross sales that exceed \$1,000,000US per calendar year for Products detailed in Appendix C as "Current Products", paid quarterly, no later than the 15th of the month following the last month of each calendar quarter. Such royalties on the sales of the "Current Products" listed in Appendix C, shall be adjusted at the end of each calendar year, if necessary. If the contract is in force during less than a full calendar quarter, any royalties due for any such calendar quarter shall be prorated by dividing the amount of time the contract was in force during any such calendar quarter by 12 weeks, and such percentage shall be multiplied by \$250,000US to arrive at the adjusted baseline for any such calendar quarter.

Gross sales as described above is defined as gross revenue collected less refunds, chargebacks, bad debts or uncollectable accounts receivable, but before any other costs or expenses incurred by Licensee. Other sales made by Licensee of other materials not indicated in Appendix C are not subject to any royalty unless such materials are owned by Licensor, and a separate agreement has been reached by the parties of this agreement.

3. Minimum Performance. Licensee agrees to pay a royalty fee equal to a minimum of \$12,000US per year to Licensor to maintain this minimum requirement. This minimum fee will be accounted for on an annual basis, payable as set out above, so if it falls short in any pay period, the shortfall will not affect the terms of this agreement until an annual accounting has been made. Such annual accounting shall be based on the anniversary date of licensee completing the payment of licensing fee to Licensor, and any subsequent anniversaries thereafter. Said annual accounting shall be provided within 60 days of the anniversary date. As an example for clarification, monthly sales of \$20,000US would equal \$1,000US per month in royalties, which would meet the annual minimum. If this minimum royalty payment is not received by Licensor after an annual accounting is made, then this license agreement is automatically terminated. Such termination will follow the termination provisions provided herein, with all rights reverting back to Licensor as stated. It is understood that these minimum payments are

not guarantees made by Licensee, rather they represent the minimum payments to Licensor necessary for this agreement to remain in force.

4. Other Products or Services Not Included In This Agreement. Licensee agrees that any other products it desires to sell to the financial services profession that are not included in this licensing agreement will be arranged for separately, and that this agreement only covers the materials detailed in appendix C. Such additional sales arrangements may or may not be similar to the terms and conditions of those materials covered by this agreement, and will be negotiated on a case by case basis.

Schedule B.

Territory and Industry Exclusive.

This agreement allows the non-exclusive use of the materials listed in Appendix C in the financial services industry only, by Licensee in the US and Canada. Any other use of the materials outside the financial services profession is prohibited without separate agreement between the parties.

Schedule C.

The items to be licensed by Licensee from Licensor for Licensee's use are the following materials:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

Once first payment of licensing fees have been received by Licensor (\$17,500US), Licensor will provide masters of large products such as books and manuals, and computer disks containing such materials to Licensee, and Licensee shall be responsible for all duplication costs, of any product on this schedule. This computer disk has approximately 540 files which have been saved in the Microsoft Word format.

In addition to the above royalties, Licensee will pay a royalty of 50% to Licensor of the gross profit of sales of the product known as "JV Product" or any modifications or derivatives thereof. Such royalty shall be calculated once a month, on the last day of each month; and paid to Licensor within 15 days after the end of each said monthly period. Such royalties will only apply to the sales of the JV Product referenced above, any all related materials or modified materials. Gross profit is defined as gross sales actually collected net of returns; refunds; cancellations; uncollectable funds; credit card chargebacks; mailing costs; email costs, direct product duplication and provision costs; credit card processing fees and sales commissions.

HOURLY CONSULTING AGREEMENT #13

This agreement dated _____, 1999 by and between William and Hillary Jeferson (hereinafter "CLIENT") and Consultants R Us, Inc. (hereinafter "CONSULTANT"), governing professional consulting services to be provided by CONSULTANT on behalf of and in the interest of the CLIENT.

Scope of Services. Consultant agrees to provide services for CLIENT as listed in Attachment "A" to this agreement, "Scope of Services".

Access to Staff and Resources. CLIENT agrees to provide CONSULTANT with timely access to resource information and staff members as necessary and appropriate for CONSULTANT to perform services.

Payment for Services. In consideration of CONSULTANT'S performance of services, CLIENT agrees to pay the fee for services plus agreed to expenses as provided for by Attachment "B" to this agreement, "Payment For Services".

Independent Status. CONSULTANT is an independent contractor and CONSULTANT and CONSULTANT'S staff shall not be deemed to be employee(s) of CLIENT. CONSULTANT reserves the right to determine the manner, method and means by which services will be performed as well as to set the hour of work and schedule that will be followed by CONSULTANT, including the schedule to be followed when work is performed at the CLIENT'S place of business.

Complete Agreement. This agreement, with referenced attachments, constitutes the entire and complete agreement between the parties hereto and CLIENT acknowledges that in entering into this agreement, no reliance is made on any other statements, verbal or written. It may not be changed orally but only by an agreement in writing. It is also acknowledged that it is common for one or more separate/subsequent agreements to be entered into by the parties for specific work including, but not limited to copywriting, business planning/strategies, product/service review and analysis, maximization of customer values, prospecting/marketing systems development, improvement of front end marketing for existing or new products/services, back end marketing systems, products and services, joint venture arrangements, licensing, continuity programs, expansion into new/different channels of distribution, etc. This agreement, in no way obligates either party to enter into any such separate or subsequent agreements, and does not preclude any such agreements from being entered into.

Liability. CONSULTANT warrants to CLIENT that all services provided, material, analysis, assistants, and data employed in connection with this agreement shall be qualified and proper for the services provided. CONSULTANT makes no other warranties.

Additional Services. CLIENT may request and CONSULTANT may agree to provide additional services and/or marketing materials, when requested by CLIENT. CLIENT and CONSULTANT will sign separate agreements detailing the nature of the additional services and/or marketing materials to be provided as well as the terms and conditions of payment for such additional services and/or materials, and the basis on which fees for such additional services shall be established.

The signing of this agreement in no way obligates CLIENT to contract for additional services and/or marketing materials with CONSULTANT.

Notices. For purposes of notices, invoices, payments, and other communications related to this agreement, notices to the CLIENT shall be sent to:

William and Hillary Jefferson
5 Park Ave. Suite 666
NY, NY 10022

and notices to the CONSULTANT shall be sent to:

Consultants R Us, Inc.
45 Apple St.
Rotgut, IA 65744

Assignment. This agreement may not be assigned by either party without prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this agreement shall be binding and inure to the benefit of heirs, successors, and assigns of the parties hereto.

Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

Waiver of Breach. The waiver by CONSULTANT of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the Licensee.

Choice of Law and Venue. This Agreement shall be governed by the laws of the State of Illinois and any action or proceeding in connection with this Agreement shall be brought in any court of record of the State of Illinois, County of Cook, or in the United States District Court for the Northern District of Illinois, Eastern Division.

IN WITNESS WHEREOF, the parties hereto have signed this agreement as of the date first above written:

CLIENT:

CONSULTANT:

ATTACHMENT "A" TO THE AGREEMENT

Scope of Services

This attachment is a part of the agreement and incorporated into the agreement dated _____, 1999 entered into between Consultants R Us, Inc. (CONSULTANT) and William and Hillary Jefferson (CLIENT).

CONSULTANT agrees to provide the following services:

1. Conduct a telephone consultation, for a minimum of two hours, on a date to be mutually agreed upon.
2. At CLIENT'S option, CLIENT may retain CONSULTANT for an additional consulting either on the telephone or at the CLIENT'S offices. This optional consulting assignment would be charged at the rate and terms that are in effect at that time. The signing of this agreement in no way obligates CLIENT to hire CONSULTANT for any additional consulting or any subsequent projects.

ATTACHMENT "B" TO THE AGREEMENT

Payment For Services

This attachment is a part of the agreement and incorporated into the agreement dated _____, 1999 entered into between Consultants R Us, Inc. (CONSULTANT) and William and Hillary Jefferson (CLIENT) for one and one half days of consulting.

CONSULTANT agrees to provide the services to CLIENT as specified in Attachment "A" to this agreement, Scope of Services, in consideration of a total fixed price fee of \$1,000 per hour of telephone consulting, with a minimum of two hours required. This agreement is for a total of TWO hours, making the fee for the consulting services as described herein, a total of \$2,000. Payment of the fee will be as follows:

\$1,000 upon execution of this agreement, and
\$1,000 due no later than the business day prior to the pre-arranged time for the consulting phone call.

Upon receipt of the consulting fee as shown above, CONSULTANT will acknowledge receipt of this contract and fee and contact CLIENT to arrange the date and time of the consultation. This confirmation will include CONSULTANTS telephone number to be used by CLIENT to call in for the consultation as described herein.

Any additional services or marketing materials, if desired by the CLIENT will be provided for, and contracted for, under separate agreements.

Checks should be made payable to "Consultants R Us, Inc."

MONTHLY RETAINER COPYWRITING AND CONSULTING AGREEMENT #14

AGREEMENT made as of _____, 2000, by and between Acme Consulting, Inc., a corporation organized and existing under the laws of the State of Illinois ("Consultant"), and We Need Help, a corporation organized and existing under the laws of Wyoming ("Client").

WHEREAS, Consultant is a duly and validly organized and existing corporation and in good standing under the laws of Illinois; and

WHEREAS, Client is a duly and validly organized and existing corporation and in good standing under the laws of Wyoming; and

WHEREAS, it is the desire and intention of Client to utilize the services of Consultant to provide advice and produce and create advertising and other materials for Client's use in promoting its products and services for sale, and

WHEREAS, Consultant is willing to allow Client to use, subject to the conditions herein set forth, the Material; and

WHEREAS, Consultant has accumulated over the years substantial know-how (the "Know-How") and confidential information related to the rendering of marketing and related services, which it considers an asset of great value and it is willing to provide copywriting and consulting services described below to Client.

NOW, THEREFORE, in consideration of the above and other valuable consideration, the parties hereto hereby agree as follows:

1. Retention Of Consultant.

(a) Subject to the terms and conditions of this Agreement, Client retains Consultant to create the following items and to do the following services:

- i. 5 marketing and advertising campaigns to promote Client's products and services (Product) for during the term of this agreement. The specific Product for which the above referenced marketing campaigns will be determined by the Client, and the details and required information necessary for Consultant to prepare such marketing campaigns will be provided to Consultant approximately every eight weeks, and Consultant shall finish each such marketing campaign approximately eight weeks from the time Consultant receives the necessary information from Client for each such campaign.
- ii. For the calendar year 2000, there will be three campaigns to be completed, with one of those for the product known as "Sex In The Suburbs".
- iii. The above referenced marketing campaigns will include but not be limited to: fractional page ads/postcards, full page ads/flyers/mailers, recorded message scripts, a long form (4-12 page) sales letter/report (which could also be modified into

shorter versions), order form(s), follow-up pieces, cover letters, and web site copy, (collectively referred to as the: Materials) for the purpose of selling Product. Such pieces can be used or modified for other purposes.

- iv. Consulting advice regarding the strategies and implementation of the marketing of the items listed above.
- v. Four one day meetings at Client's offices during the term of this agreement, spaced approximately three months apart, with the travel, lodging and other expenses of such meetings to be paid by Client. Client agrees to provide at least thirty days notice to Consultant prior to scheduling any such meetings whenever possible.

(b) In rendering any services provided pursuant to this Agreement, Consultant will be free to arrange its own time, pursuits and schedule, and will be free to determine the specific manner in which its services will be performed. Consultant will not be required to observe any routine or requirement as to working hours or location from which it operates, and the unavailability of Consultant to render services by reason of Consultant absence on a vacation or other business commitments shall not constitute a breach by Consultant of this Agreement. Nothing in this agreement constitutes the relationship of employer and employee between the parties hereto. Consultant shall at all times be considered an independent contractor. Client, unless otherwise required by law, will not withhold income or employment taxes from any payment due Consultant. Client will not be responsible for the payment of Social Security taxes, unemployment taxes or insurance, worker's compensation or any other benefit of any nature. Client will not exercise any supervision over Consultant in its performance of any of its services. Further, it is expressly understood that as an independent contractor, Consultant will not participate as an employee in any plan or program maintained by Client for the benefit of its employees.

(c) Unless Consultant elects otherwise, any services performed may be rendered by Consultant via telephone or telefax or e-mail or postal delivery communications. Consultant agrees to perform such consulting services as necessary and within reasonable time frames.

(d) Consultant agrees to fine tune and modify the Materials to client's satisfaction, within reason, without additional charge, as long as such requests for modifications are reasonable within the scope of the materials and work being done.

2. Compensation

Client shall pay Consultant fees and royalties as described in Schedule A. Payment and the effective date of this agreement will be April 1, 2000.

3. Ownership of Materials

Client owns all copyrights and other rights of ownership to all Materials provided to Client during the period of this agreement, and after this agreement is no longer in force, provided Client continues to pay the royalties as described in section 2 and on Schedule A in consideration for the ongoing use of the Materials. Consultant acknowledges the Client's exclusive right, title and interest in and to the Materials, and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title and interest provided all payment

obligations as set forth in Section 2 and on Schedule A are met and current. Consultant shall not in any manner represent that it has any ownership in the Materials, and Consultant acknowledges that use of the Materials shall not create in the Consultant's favor any right, title or interest in or to the Materials, but all uses of the Materials by Client shall inure to the benefit of Client, as long as all payment obligations as described above are met.

4. Marketing Decisions and Use of the Materials.

(a) Client shall have full discretion as to the use of Materials in advertising or in any other manner in connection with marketing of its product or service. Client may, but shall not be required to confer with Consultant to review the methods in which Client uses or intends to use the Materials.

(b) When using the Materials, covered under this Agreement, Client undertakes to comply with all laws pertaining to the use of such rights in force at any time.

5. Warranties and Indemnity. Neither party makes any warranties with respect to the use of the Materials by the other party. In no event will Consultant be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Materials. Consultant specifically disclaims any express or implied warranty, including warranties of fitness for purpose and merchantability. Consultant assumes no liability to Client or third parties with respect to the Services rendered by Consultant with the use of the Materials or Know-How, and Client will save and hold harmless and indemnify Consultant against any and all claims, actions, suits, liabilities including reasonable costs of defense and attorneys' fees incurred through claims of third persons against Consultant involving the rendering of Services by Consultant or in any way arising from the use of the Materials, except to the extent such claims are based on infringement of the copyright of any party other than Consultant in which case Consultant shall indemnify and hold Client harmless from any claims, actions, suits, liabilities, including reasonable costs of defense and attorneys fees arising therefrom.

6. Termination.

(a) Except as otherwise provided herein, this Agreement shall remain in full force and effect for a period of twenty four months from the date of the signing of this agreement. Either party may terminate this agreement with 90 days written notice with no additional financial obligation other than 90 day period fees and royalties to be paid under the terms of this agreement. In the event that Client terminates this Agreement for any reason other than for cause, Client agrees to continue paying any royalties due Consultant from sales made requiring royalty payments to Consultant as described in Schedule A for a period of thirty-six months following the effective date of termination. In the event that Consultant terminates this Agreement, any royalties due Consultant as described in Schedule A will terminate as of the effective date of such termination.

(b) In the event that either party fails to comply with any provision of this Agreement, the other party may terminate this Agreement by giving written notice to the defaulting party; but, if the defaulting party shall correct such default to the reasonable satisfaction of the non-defaulting party within ten (10) days of the delivery of such notice, the notice shall be of no further force or effect and this Agreement shall not be terminated by such Notice.

7. Notices. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if sent by personal delivery, or mailed by registered mail or certified mail return receipt requested, postage prepaid, addressed to the party to be notified at its address shown below its name at the end of this Agreement, or by telefax to the party at the number shown below its name at the end of this Agreement, or at such other address or telefax number as may be furnished in writing to the notifying party.

8. Benefit. The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties, except that neither party may assign this Agreement without the express written consent of the other party, with such consent, not to be unreasonably withheld. Client acknowledges and agrees that all payment obligations as set forth in Section 2 and on Schedule A are permanent, will be due and owing to Consultant or its assigns, regardless of the manner in which the materials are used to sell the Project, and regardless of the persons or entities using the Materials, or any derivatives of Materials, or Materials which are similar and could be confused with the Materials.

9. Entire Agreement. This instrument contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

10. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

11. Waiver of Breach. The waiver by Consultant of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the Licensee.

12. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of Illinois and any action or proceeding in connection with this Agreement shall be brought in any court of record of the State of Illinois, County of Cook, or in the United States District Court for the Northern District of Illinois, Eastern Division.

13. No Provision of Legal Advice. Any advice or written materials or communications provided by Consultant to Client are intended to be of a business nature only, and shall in no way be considered legal advice. Consultant is not licensed in the practice of Law, and Client acknowledges that before it undertakes any actions or implements any advice received from Consultant, it should consult with a competent attorney in its legal jurisdiction, and that any and all such actions are the sole risk and responsibility of Client, and that Consultant is in no way representing that any advice or written materials or communications provided to Client are a substitute for the Client's responsibility to hire and retain appropriate legal counsel on any or all matters referred to herein.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

CONSULTANT:

Acme Consulting, Inc.
44 Bob Hope Drive
Palm Springs, CA 98234

By: _____
Its _____

CLIENT:

We Need Help
1 Lonesome Dove Lane
Casper, WY 87654

By: _____
Its _____

SCHEDULE A

Pursuant to Section 2 of this agreement, and in consideration for the advice, creation and use of the Materials described herein, Client agrees to pay to Consultant a fee of US \$7,500 per month to perform its duties as described herein. Such first monthly fee shall be paid to Consultant upon signing of this agreement, with the remaining twenty-three payments paid by the fifth day of each month.

ROYALTY COMPENSATION

In addition to any other compensation as set forth in this Agreement, Client shall pay a royalty to Consultant of 5% of the gross sales of its business in excess of the baseline sales amount of US \$6,000,000 during the term of this agreement and for thirty-six months from the date of termination of this agreement as described in Section 6. The royalty shall be payable quarterly, on or before the 30th of the month immediately following the end of the last month of each calendar quarter. Such royalties on the all gross sales as described herein shall be adjusted at the end of each calendar year, if necessary. For purposes of this section, Gross Sales are defined as gross funds collected from sales of the product or services covered herein, less refunds, uncollectable payments, bad checks, or chargebacks, but before subtracting any other expenses incurred in the sale of the product or service. This computation of royalties will commence with the second quarter of 2000, specifically, from April 1, 2000 through June 30, 2000.

EQUITY COMPENSATION

In addition to any other compensation as set forth in this Agreement, at the end of each 12 month period of this Agreement, Client shall issue shares in the name of Consultant or its designee, equaling 2.5% of the issued and outstanding shares of the Client. At the end of the two year period of this Agreement, Consultant or its designee will own shares equaling 5% of the issued and outstanding shares of the Client. Such shares will be non-dilutable, and any further shares of Client issued will be

adjusted to allow Consultant to maintain its same percentage of ownership of the Client as the Consultant owned at the time of any such recapitalization of Client. If this agreement terminates before the end of either 12 month period described above other than for cause on the part of Consultant, Client will issue such number of shares in Client equaling a pro-rata number of shares calculated by dividing the number of months this agreement was in force during any such above mentioned 12 month period by 12. In addition, if Client agrees to sell a portion of its assets (excluding a sale of some assets in the ordinary course of business) or all of its assets or any of its shares to a third party during the term of this agreement, or subsequent to the termination of this agreement, if such termination was for other than cause on the part of the Consultant, Client shall pay Consultant an amount equal to Client's ownership of Client based on the same formula as described above, from the proceeds received by Client from the third party buyer. Further, if any such sale of assets or shares as described herein occurs, subsequent to any such sale, Consultant will continue to receive royalty or other ongoing compensation under the terms of this agreement until such time as the terms of this agreement expires or is terminated.

VARIABLE COMPENSATION – STOCK OPTIONS

In addition to any other compensation as set forth in this Agreement, Client shall pay Consultant variable compensation in the form of stock options in the stock of Client. Client will make available to Consultant, or its nominee, the option to purchase 80,000 equity shares Of Client at \$1.00 per equity share pro-rata over the term of this agreement. Should Client reorganize into a public corporation or other legal entity, then Consultant shall have the right to acquire options in the new entity on the same basis. Should this agreement be terminated by Consultant other than at the expiration of the two year term of this agreement, Consultant shall be entitled to acquire options on a pro-rata basis at the rate of 3333.33 options per month through the date of termination. Should this agreement be terminated by Client for other than good cause, then Consultant's right to acquire as many as 80,000 equity options shall survive such termination and accelerate to the date of termination. All such options, or as many such options as Consultant chooses to exercise, must be exercised on or before _____, 2002. Client will be required to issue written documentation, including, but not limited to valid stock option documents or stock certificates of Client, in the amount of options or shares of Client due Consultant as described in Schedule B within 30 days of any termination pursuant to this section.

The signing of this agreement does not bind Client in any way to hire Consultant for any future agreements between the parties. Should consulting or copywriting work outside the scope of this agreement be desired between the parties, any such agreements will be separate, and negotiated on a case by case basis as deemed fit by the parties. This agreement supercedes any preceding agreements between the parties.

Client shall keep accurate records regarding the revenues generated from the Material as well as the quantity of copies of the Material distributed. Consultant or its duly authorized representatives shall have the right to inspect and copy any and all records of Client relating to transactions covered by this Agreement after providing reasonable notice of such intent to Client during regular business hours. These records shall include, basic customer information. Such inspection shall be at the expense of Consultant, unless discrepancies of royalty or other monies due Consultant are in excess of 5% difference from the correct amounts as determined through such an audit; in which case such expenses will be the burden of Client.

LIST USAGE AGREEMENT #15

AGREEMENT made as of _____, 19__, by and between List Owner, Inc., a corporation organized and existing under the laws of the State of Illinois ("Company"), and _____, a _____, organized and existing under the laws of the State of _____ ("Distributor").

WHEREAS, Company is the owner of a Customer List, which it considers an asset of great value for use by Distributor to sell its products/services (the "Products") which is described in the attached Appendix B; and

WHEREAS, Company is willing to allow Distributor to sell the Products to Company's Customers, subject to the conditions herein set forth, and

WHEREAS, it is the desire and intention of the parties that Distributor be permitted to sell the Products to the Customers of Company.

NOW, THEREFORE, in consideration of the above and other valuable consideration, the parties hereto hereby agree as follows:

1. Use Of Customer List

(a) Effective as of the date of this Agreement, Company grants to Distributor the non-exclusive right to use its Customer List, and Distributor hereby accepts and undertakes to exercise reasonable diligence in marketing the Products outlined on the attached Appendix B.

(b) Company's grant to Distributor of the use of the Customer List will be only for so long as this Agreement remains in effect. In the event this Agreement is terminated for any reason whatsoever, Distributor shall cease and desist from any further use of the Customer List.

2. Compensation

(a) For the use of the rights granted hereunder, Distributor agrees to pay Company compensation in accordance with that which is set out on the attached Appendix A.

(b) Compensation payable pursuant to this Agreement shall be paid to Company at the address indicated below its signature at the end of this Agreement or as otherwise directed in writing and in the manner set out on the attached Appendix A.

(c) Distributor shall keep accurate records regarding the revenues generated from the use of the Customer List as well as the quantity of copies of the Products distributed. Company or its duly authorized representatives shall have the right to inspect and copy any and all records of Distributor relating to transactions covered by this Agreement after providing reasonable notice of such intent to Distributor during regular business hours. These records shall include, Customer names and contact information, sales records, charge card records, bank statements, 800 number logs, etc. Such inspection shall be at the expense of Company, unless discrepancies of royalty or other monies due Company are in excess of 5% difference from the correct

amounts as determined through such an audit; in which case such expenses will be the burden of Distributor.

3. **Control of Use.** Distributor may use the Customer List only in accordance with the specifications and directions furnished to the Distributor by the Company or its representatives or agents from time to time. The nature and quality of the use of the Customer List shall be subject to the control of the Company. Company reserves the right to allow or not allow Distributor to use any marketing or other materials to sell its Products, and must obtain prior approval from Company before using any marketing or other materials in attempting to sell its Products to Company's Customer List, with such approval not to be unreasonably withheld.
4. **Inspection.** Distributor will permit duly authorized representatives of Company to review with Distributor at reasonable times, the methods in which the Distributor uses or intends to use the Customer List. Distributor shall, upon request of Company, submit to Company or to its duly authorized representatives, samples of materials intended to be used to sell Distributor's Products.
5. **Use of the Material.** Distributor undertakes to comply with all laws pertaining to the marketing of the Products at any time in the Territory.
6. **Use of Confidential Information or Know-How.** Any Know-How or other information of a technical or business nature, including, but not limited to the Customer List (the "Confidential Information") disclosed hereunder by Company to Distributor is acknowledged and agreed to be disclosed on a confidential basis and is not to be disclosed to anyone outside Distributor's organization without the express authorization of Company unless the Confidential Information has been made generally available to the trade. Distributor agrees to take all reasonable precautions and safeguards necessary to protect the Confidential Information from being disclosed to anyone outside of Distributor's organization.
7. **Extent of License.** The right granted in Section I hereof shall be non-exclusive and shall not be transferable without Company's prior written consent.
8. **Warranties and Indemnity.** Neither party makes any warranties with respect to the use, sale or other transfer of the Material by the other party or by any third party. In no event will Company be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Products. Company specifically disclaims any express or implied warranty, including warranties of fitness for purpose and merchantability. Company assumes no liability to Distributor or third parties with respect to the use of the Customer List or the Products sold by Distributor, and Distributor will save and hold harmless and indemnify Company against any and all claims, actions, suits, liabilities including reasonable costs of defense and attorneys' fees incurred through claims of third persons against Company involving the sale of the Product by Distributor or in any other way arising from the use of the Customer List.
9. **Termination.**
 - (a) Except as otherwise provided herein, this Agreement shall remain in full force and effect for a period of one year, and shall automatically renew each year on the anniversary date hereof.

Notwithstanding the foregoing, this Agreement may be terminated upon 30 days advance written notice by either party for any reason.

(b) In the event that either party fails to comply with any provision of this Agreement, the other party may terminate this Agreement by giving written notice to the defaulting party; but, if the defaulting party shall correct such default to the reasonable satisfaction of the non-defaulting party within ten (10) days of the delivery of such notice, the notice shall be of no further force or effect and this Agreement shall not be terminated by such Notice.

10. Ownership of Customer List. Distributor acknowledges the Company's exclusive right, title and interest in and to the Customer List and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title and interest. In connection with the use of the Customer List, Distributor shall not in any manner represent that it has any ownership in the Customer List, and Distributor acknowledges that use of the Customer List shall not create in the Distributor's favor any right, title or interest in or to the Customer List, but all uses of the Customer List by Distributor shall inure to the benefit of Company. Upon termination of this Agreement in any manner provided herein, Distributor will cease and desist from all use of the Customer List in any way and will deliver to Company, or its duly authorized representatives, all material and papers which make a part of the Customer List and all such items incorporating or disclosing the Customer list, and will make no attempts to solicit or in any way contact all of the names contained in said Customer List.
11. Notices. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if sent by personal delivery, or mailed by registered mail or certified mail return receipt requested, postage prepaid, addressed to the party to be notified at its address shown below its name at the end of this Agreement, or by telefax to the party at the number shown below its name at the end of this Agreement, or at such other address or telefax number as may be furnished in writing to the notifying party.
12. Benefit. The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties, except that neither party may assign this Agreement without the express written consent of the other party.
13. Entire Agreement. This instrument contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.
14. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
15. Waiver of Breach. The waiver by Company of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the Distributor.
16. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of Illinois and any action or proceeding in connection with this Agreement shall be brought in any court of record of the State of Illinois, County of Cook, or in the United States District Court for the Northern District of Illinois, Eastern Division.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

COMPANY List Owner, Inc. 455 Acquisition Row Monroe, LA 45645

By: _____ Its _____

DISTRIBUTOR: Sell 'Em, Inc. 999 Dweezil Road Zappa, CA 98765

By: _____ Its _____

Appendix A.

Licensing fee.

- A. Distributor agrees to pay to Company a royalty of 50% of the gross sales of all Products sold by Distributor detailed in Appendix B; to any customers contained in the Company's Customer List. Gross sales as described above is defined as gross revenue collected less direct hard costs of Products, direct costs of mailing or other forms of solicitation less refunds, chargebacks, bad debts, and uncollectable accounts.
- B. Any subsequent sales of any other Products by Distributor to anyone on the Company's Customer List, will be subject to the same licensing fee as described in paragraph A above.

Appendix B.

Products.

JOINT VENTURE AGREEMENT #16

AGREEMENT made as of _____, 19__, by and between Bone Cutters, Inc., a corporation organized and existing under the laws of the State of Illinois, and _____ a corporation organized and existing under the laws of the State of Illinois.

WHEREAS, it is the desire and intention of the parties that the parties form an equally owned Joint Venture, and jointly implement a test of the Concept,

NOW, THEREFORE, in consideration of the above and other valuable consideration, the parties hereto hereby agree as follows:

1. Test Of Concept

- (a) Effective as of the date of this Agreement, the parties hereby accept and undertake to exercise reasonable diligence in implementing a test of the Concept to determine if the Concept can be established as a profitable business.
- (b) Each party acknowledges that the title and rights to the Concept is exclusively owned by this Joint Venture, and that any and all information relating to the Concept is Confidential Information governed by the Confidentiality section of this Agreement.
- (c) Each party acknowledges that if the test of the Concept proves successful at any time in the future, and the parties unanimously agree to form a business entity to fully exploit the Concept, and that neither party may in any way, implement or establish any business marketing or receiving revenue in any manner or form, from any business which markets any product or service which is the same or substantially similar or which could be confused with the Concept, without the express written consent of the parties.

2. Ownership of Joint Venture or Subsequent Entity

- (a) Each party acknowledges that each party owns an equal share totaling 50% (fifty percent) of the Concept, and until and unless the parties agree in writing to change the shares of ownership in any way, this equal share of ownership shall apply.
- (b) If a subsequent entity is formed to own and market and receive revenue from the sale of the Concept, any such entity shall be also owned equally by the parties, with each party's share being 50% (fifty percent) of any such entity.
- (c) Each party acknowledges that either during the term of this agreement or if any entity formed to market and receive revenue from the sale of the Concept, no party can assign or otherwise transfer its share of ownership without the express written consent of the other parties.

3. Expenses and Records

- (a) No party may incur any expenses or liability on behalf of this Joint Venture without a unanimously agreed upon written acknowledgement of any such expenditure or liability.
- (b) Each party shall keep accurate records regarding the revenues generated and expenses incurred arising from this agreement, and make such records available to the other parties within a reasonable time from a request by one party to review any such records of the other parties.

4. Control of Use. The parties may take actions relating to this Joint Venture only with the express written agreement of all three parties.

5. Use of Confidential Information or Know-How. Any Know-How or other information of a technical or business nature (the "Confidential Information") disclosed hereunder by any party to any other party or parties with respect to the Concept is acknowledged and agreed to be disclosed on a confidential basis and is not to be disclosed to anyone outside the parties' organizations without the express authorization of the other parties unless the Confidential Information has been made generally available to the trade. The parties agree to take all reasonable precautions and safeguards necessary to protect the Confidential Information from being disclosed to anyone outside of the other parties' organizations.

6. Warranties. No party makes any warranties with respect to the use, sale or other transfer of the Concept by the other parties or by any third party.

7. Term and Termination.

- (a) Except as otherwise provided herein, this Agreement shall remain in full force and effect for a period of two years, and shall automatically renew each year on the anniversary date hereof. In the event this Agreement is terminated for any reason whatsoever, all parties shall cease and desist from any further promotion or marketing or to receive any revenue in any manner or form from the Concept or any product or service which is the same or substantially similar or which could be confused with the Concept, without the express written consent of all parties. If revenue is being received by the Joint Venture at the time of such a termination, any such revenues will be placed in an escrow account of a third party escrow agent not involved with any party, until such time that an acceptable agreement as to the disposition of the ownership shares of this Joint venture is reached by the parties.
- (b) In the event that any party fails to comply with any provision of this Agreement, the other party may terminate this Agreement by giving written notice to the defaulting party; but, if the defaulting party shall correct such default to the reasonable satisfaction of the non-defaulting party within ten (10) days of the delivery of such notice, the notice shall be of no further force or effect and this Agreement shall not be terminated by such Notice.

8. Notices. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if sent by personal delivery, or mailed by registered mail or certified mail return receipt requested, postage prepaid, addressed to the party to be notified at its address shown below its name at the end of this Agreement, or by telefax to the party at the

number shown below its name at the end of this Agreement, or at such other address or telefax number as may be furnished in writing to the notifying party.

9. Benefit. The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties, except that no party may assign this Agreement without the express written consent of the other party.
10. Entire Agreement. This instrument contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.
11. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
12. Waiver of Breach. The waiver by any party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the other parties. The waiver by any party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the other parties.
13. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of Illinois and any action or proceeding in connection with this Agreement shall be brought in any court of record of the State of Illinois, County of Cook, or in the United States District Court for the Northern District of Illinois, Eastern Division.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

Bone Cutters, Inc. 4304 South Halsted Street Chicago, IL 60012

By: _____ Its _____

_____, Inc.: Address:

By: _____ Its _____

Appendix A.

Concept.

The business concept covered by this agreement is defined as any business relating to the provision of _____ delivered to end user consumers through any method of delivering such information, including, but not limited to direct marketing, coaching in writing or via telephone or live events in any market area anywhere in the world.

LOAN AND INVESTMENT AGREEMENT #17

Date: _____, 2000

Agreement between We Need Money, Inc., hereinafter referred to as ("Company"), at 1127 Maxwell St., Chicago, Illinois 60066 and _____ hereinafter referred to as ("Investor"), _____, _____, (or at such other place as the Investor may designate in writing) with terms as described below:

1. Investment. Company acknowledges the receipt of \$24,000 (Twenty-Four Thousand Dollars) from Investor as an investment in Company, hereinafter referred to as ("Investment"). (All dollar amounts referred to in this Agreement are the legal currency of the United States of America.)
2. Use of Invested Funds. Company warrants that no less than 90% of Investment shall be directly invested in _____ for the purpose of _____ which will attempt to sell units of the Product as described on Schedule A ("Product"). Company reserves the right to use up to 10% of invested funds for other operational purposes.
3. Returns To Investor. The unpaid principal shall be payable as a royalty based on the at the rate of \$2.50 (Two Dollars and Fifty cents) per unit of Product sold through direct response advertising, where the price of the Product is at least \$99 (Ninety-Nine Dollars). If the price of the Product is less than \$99, the royalty on Product shall be \$1.00 (One Dollar) per unit of product sold in the manner described above. The royalty payable is defined as the appropriate dollar amount multiplied by the gross number of units of Product sold where Company receives full payment for the unit of Product (any bad checks, credit card charge backs, declined credit card charges, and other uncollected installment payments shall cause unit of Product to be considered an unpaid for unit of Product) less number of units of Product refunded.

Such royalty payments shall be paid to Investor until the original \$24,000 of principal has been paid back to Investor. Such principal payments due Investor calculated under the above formula shall be paid to Investor twice a month, on the 10th and 25th of each month for the royalties earned during the previous two week period.

The Company reserves the right to prepay the royalty on principle (in whole or in part) with no prepayment penalty, as long as Investor has received all amounts due on a timely basis under the above payment formulas.

In addition, after the original \$24,000 of principal has been paid back to Investor from the above royalty payback formula, Investor shall be entitled to additional payments calculated under the following formula: Investor shall be paid a royalty equivalent to 5% of net profits ("Profits") of Company until such time that Investor has received an additional \$50,000 (Fifty Thousand Dollars) above the original principal amount of \$24,000, with Profits being defined on Schedule B.

4. Additional Benefits To Investor. Investor shall be informed of all marketing, advertising and operations of Company's business for educational purposes. Investor agrees that all such information is

of a highly confidential nature, and Investor agrees it will not reveal or disseminate any such information obtained to any other parties.

Investor shall be entitled to receive all Company's products, marketing materials, newsletters, etc., and attend any live seminars held by Company at no charge.

5. High Risk Nature Of Investment. A summary of Company's confidential and proprietary forecasts of sales, expenses and profits is attached as Appendix 1. Such forecasts are projections only, and Investor acknowledges that it understands that Company is in no way representing such forecasts will be achieved, and in fact, actual results will vary from such projections. Investor acknowledges that such forecasts do NOT represent a guarantee, warranty, or assurance of sales and profits by Company, and cannot be relied upon in estimating Investor's returns. These forecasts are objectives only. They reflect Company's estimates based on prior experience and the initial test marketing of the Product, as well as the general experience of the Company principals.

This Investment must be considered as a high risk investment, and Investor acknowledges that it is entering into this investment fully aware and cognizant that this investment entails a very high risk investment. Investor should only participate if it considers itself a sophisticated and knowledgeable investor who has the financial wherewithal to withstand the loss of some or all of the principal invested. There are numerous risks to this investment including but not limited to: Company may cease to run direct response advertising, or cease operations for any reason what-so-ever, or realize insufficient sales or profits to sustain operations or to pay royalties, or be unable to obtain adequate merchant account arrangements, or be unable to obtain adequate cash flow or financing, etc. By signing this agreement, Investor acknowledges that it has been fully informed of the high risk nature of this investment prior to making the investment, and that Company has disclosed this high degree of risk, and the possibility of the Investor losing some or all of its investment, and that forecasts and projections attached may not be realized.

6. If any one or more of the provisions of this Agreement are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

7. This instrument contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

8. This Agreement shall be governed by the laws of the State of Illinois and any action or proceeding in connection with this Agreement shall be brought in any court of record of the State of Illinois, County of Cook, or in the United States District Court for the Northern District of Illinois, Eastern Division.

9. Assignment by Investor of this Agreement to a third party shall not affect the liability of the Company. All rights of the Investor under this Agreement are permanent, and cannot be extinguished in the event Company assigns this note to any other person(s) or entities.

Signed this ____ day of _____, 20____, at _____,
_____.

Company: _____
We Need Money, Inc., as its President

Investor: _____
As its _____

Schedule A.

Product. Definition of the Product covered by this Agreement is the group of materials collectively known as the “_____”. This product consists of several audio tapes, written manuals and video tapes, along with a Fast Start Guide and other components. Company reserves the right to alter the composition of the components contained in the Product, and the name of the Product, but any such changes shall not affect Company’s royalty obligations contained herein.

Schedule B.

Profits. Profits used to calculate Investor's additional royalty payments due after Investor has received its original principal amount back as described herein, are defined as gross sales, less cost of goods sold, less normal operating expenses, but before income taxes and distributions of salary or dividends to the principal of the company, who is the signatory of this agreement. Such additional distributions will be paid to Investor once a month, no later than the 15th of the month following the month for which the payments due were earned.

Appendix 1.

*Note – These projections are based on reasonable assumptions, and actual experience, but are forecasts only, and cannot be relied upon to determine an Investor's potential of return on investment, and do not constitute any guarantee, warranty or promise that these figures will be realized, and in fact, it is very likely that the actual results of operations will vary from these initial projections. They assume We Need Money, Inc. has gained 10,000 active customers to whom it is mailing every month, which would take a few months to reach from ground zero. They are for informational purposes only, and are not to be relied upon in any way by Investor.

Release #18

I, _____ the undersigned, hereby agree to participate in Star Light, Inc.'s (Marketer) infomercial as well as in the video tape product sold as a result of said infomercial, as a testimonial interview subject, to be used by Marketer to provide to its prospective customers and customers.

I agree and understand that my participation as a guest interview subject in the above referenced infomercial and product will be done with no compensation to myself in any form, at any time, now, or in the future. I hereby grant Marketer unrestricted use of my name, likeness, voice, pictures, in any audio or video tapes or other electronic media, any print media or in any other media in perpetuity with no compensation or remuneration in any form or in any manner for above referenced infomercial and product.

In addition, I am stating that any testimonial information I am providing on the above referenced audio taped interview is based on my own experience, and that all my comments are true, and that I am not being compensated in any way for the use of my testimonial interview and have freely provided such testimonial interview without any expectation of or receipt of any compensation now, or in the future.

Therefore, the undersigned agrees to all terms and conditions as written above on this _____ day of _____, 20__.

Participant's Signature

(Please print the following neatly)

Name_____

Company Name (if any)_____

Address_____

City_____ St_____ Zip_____

Phone_____ Fax_____ email_____

COPYWRITING AND REVENUE SHARING AGREEMENT #19

AGREEMENT made as of _____, 19__, by and between Troy McClure, Inc., a corporation organized and existing under the laws of the State of Illinois ("Copywriter"), and _____ a corporation organized and existing under the laws of _____ ("Company").

WHEREAS, Copywriter is a duly and validly organized and existing corporation and in good standing under the laws of Illinois; and

WHEREAS, Company is a duly and validly organized and existing corporation and in good standing under the laws of _____; and

WHEREAS, it is the desire and intention of Company to utilize the services of Copywriter to produce and create advertising and other materials (the "Material") for Company's use in promoting its products and services for sale, and

WHEREAS, Copywriter is willing to allow Company to use, subject to the conditions herein set forth, the Material; and

WHEREAS, Copywriter has accumulated over the years substantial know-how (the "Know-How") and confidential information related to the rendering of marketing and related services, which it considers an asset of great value and it is willing to provide copywriting services described below to Company.

NOW, THEREFORE, in consideration of the above and other valuable consideration, the parties hereto hereby agree as follows:

1. Retention Of Copywriter.

(a) Subject to the terms and conditions of this Agreement, Company retains Copywriter to create the following items (the "Material"):

- i. Write three lead generation ads for Company's _____ Product ("Product") of varying sizes to test in publications. The ads will be one classified/postcard size, one half page size, and one full page size. These ads could double as postcards, mailers, e-mail, web site ads, flyers, or other purposes.
- ii. Write a report to promote Product of 4-8 pages minimum, but which may be longer if necessary.
- iii. Write two follow up reports based on the information in item ii above, but of shorter length.
- iv. Write three follow up postcard sized ads/mailers to use as follow up pieces to the above items.
- v. Write scripts for recorded messages as needed.

- vi. Reasonable re-writing/tweaking/fine tuning of any of the above if Company feels test results of using the above items should be continued, but wishes reasonable modifications of the above items.

(b) Company shall have ten (10) days from the date of receipt of each item of Material to suggest revisions or corrections to those items. Once an item is approved for use by Company, it shall sign a form provided by Copywriter acknowledging the item is complete, and once all above items are signed off as complete, the balance of the Copywriting fee from Section 2 of this agreement shall be due.

(c) In rendering any services provided pursuant to this Agreement, Copywriter will be free to arrange its own time, pursuits and schedule, and will be free to determine the specific manner in which its services will be performed. Copywriter will not be required to observe any routine or requirement as to working hours or location from which it operates, and the unavailability of Copywriter to render services by reason of Copywriter absence on a vacation or other business commitments shall not constitute a breach by Copywriter of this Agreement. Nothing in this agreement constitutes the relationship of employer and employee between the parties hereto. Copywriter shall at all times be considered an independent contractor. Company, unless otherwise required by law, will not withhold income or employment taxes from any payment due Copywriter. Company will not be responsible for the payment of Social Security taxes, unemployment taxes or insurance, worker's compensation or any other benefit of any nature. Company will not exercise any supervision over Copywriter in its performance of any of its services. Further, it is expressly understood that as an independent contractor, Copywriter will not participate as an employee in any plan or program maintained by Company for the benefit of its employees.

(d) Unless Copywriter elects otherwise, any services performed may be rendered by Copywriter via telephone or telefax or e-mail or postal delivery communications.

(e) Company acknowledges that Copywriter, during the term of this Agreement, will be engaged in other business activities and may engage in rendering the same or similar services to other companies, provided, however, that with respect to any particular product or service, for the period commencing on the date of this Agreement and ending six months after the last Material concerning such product or service is used by Company, Copywriter agrees that it shall not undertake marketing work for any other entity other than Company for products or services which are, or would be, competitive with the products or services that are, or were, the subject of such Material.

2. Compensation

(a) Company shall pay Copywriter or its designated company a fee of \$16,000, \$8,000 upon execution of this Agreement, and \$8,000 upon completion of the items referred to in Section 1A. Said fee shall be non-refundable.

(b) In addition Company shall pay a Revenue Sharing Fee as described in Schedule A:

(c) Company shall keep accurate records regarding the revenues generated from the Material as well as the quantity of copies of the Material distributed. Copywriter or its duly authorized representatives shall have the right to inspect and copy any and all records of Company relating to transactions covered by this Agreement after providing reasonable notice of such intent to Company during regular business hours. These records shall include, customer names, (but not addresses or

phone numbers) sales records, charge card records, bank statements, 800 number logs, etc. Such inspection shall be at the expense of Copywriter, unless discrepancies of Revenue Sharing Fees or other monies due Licensor are in excess of 5% difference from the correct amounts as determined through such an audit; in which case such expenses will be the burden of Company.

3. Ownership of Materials

(a) Consistent with the terms and conditions of this Agreement, Copywriter shall assign to Company all copyrights and other rights of ownership and the right to use all Materials prepared by Copywriter for Company.

(b) Copywriter's grant to Company of all rights of ownership in and to the Material will be permanent, and shall survive the termination of this Agreement. Company however, shall not assign or transfer its ownership without the written consent of Copywriter, with such consent not to be unreasonably withheld.

4. Marketing Decisions and Use of the Material.

(a) Company shall have full discretion as to the use of Material in advertising or in any other manner in connection with marketing of its product or service. Company may, but shall not be required to confer with Copywriter to review the methods in which Company uses or intends to use the Material.

(b) Company, however, may not make any changes to the Material other than translation into foreign languages (so long as royalty payments are made as per Section 2 of the Agreement) without the express written consent of Copywriter, and Company may not create and use Materials which are substantially similar or which may be confused with the Material without the express written consent of Copywriter.

(c) Company may transfer the contents of any Material to other media including, but not limited to, audio tape, video tape, email, digital recordings, etc., without incurring any additional fees so long as only minimal rewriting is required or done and so long as Revenue Sharing payments are made as per Section 2 of this Agreement.

(d) When using the Material covered under this Agreement, Company undertakes to comply with all laws pertaining to the use of such rights in force at any time.

5. Use of Confidential Information or Know-How. Any Know-How or other information of a technical or business nature (the "Confidential Information") disclosed hereunder by Copywriter to Company, and disclosed to Copywriter by Company with respect to the products and services is acknowledged and agreed to be disclosed on a confidential basis and is not to be disclosed to anyone outside Company's or Copywriter's organizations without the express authorization of the other party unless the Confidential Information has been made generally available to the trade. Company and Copywriter agree to take all reasonable precautions and safeguards necessary to protect the Confidential Information from being disclosed to anyone outside of either party's organization.

6. Warranties and Indemnity. Neither party makes any warranties with respect to the use, sale or other transfer of the Material by the other party or by any third party. In no event will Copywriter be

liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Material. Copywriter specifically disclaims any express or implied warranty, including warranties of fitness for purpose and merchantability. Copywriter assumes no liability to Company or third parties with respect to the Services rendered by Copywriter with the use of the Material or Know-How, and Company will save and hold harmless and indemnify Copywriter against any and all claims, actions, suits, liabilities including reasonable costs of defense and attorneys' fees incurred through claims of third persons against Copywriter involving the rendering of Services by Copywriter or in any way arising from the use of the Material except to the extent such claims are based on infringement of the copyright of any party other than Copywriter in which case Copywriter shall indemnify and hold Company harmless from any claims, actions, suits, liabilities, including reasonable costs of defense and attorneys fees arising therefrom.

7. Termination.

(a) Except as otherwise provided herein, this Agreement shall remain in full force and effect for a period of one year, and shall automatically renew each year on the anniversary date hereof. Notwithstanding the foregoing, this Agreement may be terminated by either party at any time without cause upon thirty days written notice, as long as any minimum project or assignment guarantees made by Company to Copywriter herein are complied with.

(b) In the event that either party fails to comply with any provision of this Agreement, the other party may terminate this Agreement by giving written notice to the defaulting party; but, if the defaulting party shall correct such default to the reasonable satisfaction of the non-defaulting party within ten (10) days of the delivery of such notice, the notice shall be of no further force or effect and this Agreement shall not be terminated by such Notice.

(c) Notwithstanding the foregoing, in the event of termination of this Agreement by either party, the payment and Revenue Sharing obligations of the parties set forth in Paragraph 2, and the other obligations set forth in this Agreement shall not be terminated, but shall survive and remain in full force and effect.

8. Ownership of Material.

Company acknowledges the Company's exclusive right, title and interest in and to the Material and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title and interest. In connection with the use of the Material, Copywriter shall not in any manner represent that it has any ownership in the Material and Copywriter acknowledges that use of the Material or shall not create in the Copywriter's favor any right, title or interest in or to the Material, but all uses of the Material by Company or Copywriter shall inure to the benefit of Company. Furthermore, Company will at no time adopt or use without Copywriter's prior written consent any letters or materials which are likely to be similar to or confusing with the Material.

9. Notices. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given if sent by personal delivery, or mailed by registered mail or certified mail return receipt requested, postage prepaid, addressed to the party to be notified at its address shown below its name at the end of this Agreement, or by telefax to the party at the number shown below its name at the end of this Agreement, or at such other address or telefax number as may be furnished in writing to the notifying party.

10. Benefit.

(a) The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties, except that neither party may assign this Agreement without the express written consent of the other party, with such consent, not to be unreasonably withheld.

(b) If at any time prior to or after the termination of this Agreement, whether authorized or not, any principals or shareholders of Company shall use the Materials or any items using the Material or any items similar to or confusing with the Material either individually or directly or indirectly through any entity other than Company, then such principals or shareholders of Company shall be personally responsible for the immediate payment to Copywriter of the same Revenue Sharing Fees as are set out in Section 2, and on the attached Schedule A on all use of the Material and all sales of made as a result of use of the Material by such individual or entities.

11. Entire Agreement. This instrument contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

12. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

13. Waiver of Breach. The waiver by Copywriter of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the Licensee.

14. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of Illinois and any action or proceeding in connection with this Agreement shall be brought in any court of record of the State of Illinois, County of Cook, or in the United States District Court for the Northern District of Illinois, Eastern Division.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

COPYWRITER:

Troy McClure, Inc.
900 ZebidiaH Drive
Springfield, ?? 99955

By: _____

Its_____

COMPANY:
address

By:_____

Its_____

SCHEDULE A

REVENUE SHARING COMPENSATION

In addition to any other compensation as set forth in this Agreement, Company shall pay a Revenue Sharing Fee to Copywriter based on a percentage of the gross sales of the Products generated from the use of the Material or any other Material derived from said Material during the period each item is used so long as such item is used, and for one year from the date each item is last published or used. The Revenue Sharing Fee shall be payable monthly, on the 15th day of the month immediately following the end of each calendar month for which such Revenue Sharing Fees are earned and become due and owing. The Revenue Sharing Fee shall be paid on a thirty-six month declining schedule starting on the date of the initial acquisition of each customer acquired from the use of the Material or any other Material derived from said Material as follows:

1. During the first twelve month period of gross sales made to each customer made as a result of any such customers being acquired by Company from the Company's use of the Material as described above, the Revenue Sharing Fee due Copywriter shall be 5% of gross sales from all such customers.
2. During the second twelve month period of gross sales made to each customer made as a result of any such customers being acquired by Company from the Company's use of the Material as described above, the Revenue Sharing Fee due Copywriter shall be 4% of gross sales from all such customers.
3. During the third twelve month period of gross sales made to each customer made as a result of any such customers being acquired by Company from the Company's use of the Material as described above, the Revenue Sharing Fee due Copywriter shall be 3% of gross sales from all such customers.
4. After the first thirty-six months of sales made to each customer made as a result of any such customers being acquired by Company from the Company's use of the Material, the Revenue Sharing Fee due Copywriter shall no longer be paid to Copywriter by Company.

For purposes of this section, Gross Sales are defined as gross funds collected from sales of the Products less refunds, charge-backs, or any uncollectable funds, but before subtracting any other expenses incurred in the sale of the Product.

JOINT VENTURE CO-DEVELOPMENT AGREEMENT #20

Agreement dated and effective as of the ____ of _____, 20____, by and between _____ (“_____”) and _____ (“_____”).

WITNESSETH:

WHEREAS, the parties desire to jointly develop, promote and sell various publications and teaching materials; and

WHEREAS, the parties agree to be governed by the terms and provisions of this Agreement.

In consideration of the mutual promises set forth herein, the parties agree as follows:

1. PRODUCT

The parties desire to co-develop and market certain publications and materials which include the items described on the attached Exhibit A and which are collectively referred to herein as the “Project”.

2. PRODUCTION ARRANGEMENTS

Except as expressly set forth to the contrary in this Agreement, each of the parties herein shall have a right of approval over all materials, editorial and business decisions, including but not limited to, the Project’s format, content, treatment, text, production plan, production schedule, budget, funding, bookkeeping, fulfillment, servicing and distribution plans.

3. PRODUCTION FINANCING

Each of the parties has heretofore contributed the funds set out on the attached Exhibit B. All production financing and expenses shall be shared equally between the parties hereto. The parties shall each be reimbursed for all documented out-of-pocket expenses incurred in connection with the development, financing and production of the Project. If such expenses are not recouped out of any financing which is obtained, such unreimbursed expenses shall be paid when income is received from the sale of product.

4. BUDGET

Attached as Exhibit C is the Project Budget (the “Budget”), which has been reviewed and approved by both parties. No variation in the total Budget or in the line allocations contained in the Budget shall be made without the prior written approval of each party, which approval shall not be unreasonably withheld or delayed.

5. ADMINISTRATION

The parties shall administer and manage the Project in accordance with the designation of duties as set out on the attached Exhibit D and in accordance with the Budget and production plan. Unless otherwise specified on Exhibit D, either party shall have the right to collect funds, execute production, financing, broadcast, distribution and other agreements so long as they have been jointly approved, and either party shall have the right to prepare financial reports and revenue statements as well as pay jointly approved expenses, including workmen's compensation, disability and medical coverage, federal, state, social security and local taxes with respect to employees of the Project. It is agreed that the cost of such insurance and taxes shall be included in the Budget as an expense of the Project.

6. DISTRIBUTION RIGHTS

- a. Any and all distribution agreements shall be jointly reviewed and shall be subject to the approval of both parties, which approval shall not be unreasonably withheld or delayed.
- b. All advertising and creative decisions as well as promotions and press releases that are within the control of the parties shall be subject to the approval of both parties, which approval shall not be unreasonably withheld or delayed.

7. TERM

This Agreement shall remain in effect for a period of one (1) year from the date of this Agreement, and shall be automatically renewed each year on the anniversary date thereof, except that either party shall have the right to terminate this Agreement at any time either prior to or after the anniversary date thereof by thirty (30) days advance written notice to the other party subject to the remaining terms of this Agreement.

Notwithstanding the foregoing, either party may immediately terminate this Agreement at any time for Cause. As used herein, "Cause" shall mean willful and deliberate misconduct of a party which is materially injurious to the project; or any act of fraud or misappropriation or like act of dishonesty of a party; or a conviction of a party of a felony related to the business of the Project.

8. OWNERSHIP

All copyrights and other right, title and interest in and to the Project shall be owned jointly by the parties in accordance with the percentage interests set out on the attached Exhibit E except for those items excluded which are specified on the attached Exhibit E.

9. DISTRIBUTION OF NET PROFITS

Except as otherwise provided herein, and so long as this Agreement shall remain in effect, net profits derived from the production, development, distribution and sale of the Project and any elements thereof in any and all media shall be distributed between the parties in accordance with their respective ownership percentages as set out on the attached Exhibit E. Net profits shall be defined as gross income received from all sources less all sales commissions, third party distribution fees and expenses,

approved over Budget costs or unreimbursed reproduction and production and development expenses, residuals, royalties and similar obligations due third parties as a result of distribution activities, and any legal, accounting and administrative fees and expenses incurred in connection with the negotiation of any distribution agreement and the collection of any income. No other parties shall share in net profits and thereby dilute the parties' share of such net profits without the express written consent of the parties to this Agreement.

10. RIGHTS UPON TERMINATION

(a) Voluntary Termination. If either party wishes to terminate this Agreement, other than for "Cause" as defined above, the party wishing to terminate shall give thirty (30) days written notice to the other party. The party receiving notice of termination shall within said thirty (30) days have the right exercisable by written notice to elect to purchase all right, title and interest in and to the Project of the terminating party in accordance with the formula and terms set out on the attached Exhibit F in which case the terminating party shall sell all of its right, title and interest in and to the Project to the other party in accordance with the formula and terms set out on the attached Exhibit F.

In the event the party receiving notice of termination does not make an election within said thirty (30) days to purchase the right, title and interest of the terminating party, then within an additional fifteen (15) days thereafter, the terminating party shall have the right exercisable by written notice to elect to purchase all right, title and interest of the other party upon the same terms and conditions as set out on the attached Exhibit F in which case the party receiving notice of termination shall sell all of its right, title and interest in and to the Project to the terminating party in accordance with the formula and terms set out on the attached Exhibit F.

In the event neither party elects to purchase the interest of the other party on the terms and conditions set out on Exhibit F, or at an otherwise mutually agreeable price and terms, then neither party shall have the right to continue to market or develop the Project until such time as an agreed upon price and terms are reached, except that all orders received through the date said options remain in effect shall be filled.

In no event shall either party be permitted to assign, sell or otherwise dispose of his interest in the Project without the express written consent of the other party.

(b) Termination in the event of Death or Disability. In the event of the death or permanent disability of either party, where such party is an individual, or in the event of the death or permanent disability of any shareholder then holding more than _____ percent (____%) of the voting stock of any corporation which is a party to this Agreement, the remaining party shall purchase, and the representative of the deceased or disabled person, or the corporation in the case of the death or permanent disability of any shareholder holding more than _____ percent (____%) of the voting stock of any corporation which is a party to this Agreement, shall sell all right, title and interest of the deceased or disabled party, or all right, title and interest of the corporation in the case of the death or permanent disability of any shareholder holding more than _____ percent (____%) of the voting stock of such corporation upon the terms and conditions set out on the attached Exhibit F. The term "permanent disability" shall mean the inability of an individual by reason of illness or other physical or mental incapacity for more than thirty (30) consecutive days, or for more than sixty (60) days in any period of twelve (12) consecutive months to actively participate in the development or marketing of the Project.

(c) Termination for Cause. In the event of termination of this Agreement for “Cause” as defined in paragraph 7 above, all right, title and interest in and to the Project of the party whose acts constituted “Cause” for termination shall be forfeited and shall pass to the other party.

11. WARRANTIES

Each party warrants and represents that any element of the Project furnished by him or it shall not violate the right of privacy or publicity, or defame or infringe any copyright, trademark or other literary or proprietary right of any person, firm or corporation.

12. INDEMNIFY

Each party shall indemnify and hold the other harmless for and against any claims, actions, suits, costs, and other liabilities (including reasonable attorney’s fees) incurred against the other party arising out of any breach or alleged breach of the warranties and representations set out in Paragraph 11 above.

13. NOTICES

All notices and other communications between the parties shall be in writing and shall be deemed received when delivered in person, by telefax or electronic means, or five (5) days after depositing in the United States mail, postage prepaid, certified or registered mail, addressed to the other party at the address set forth below or at such other address as such party may supply the other by written notice with a courtesy copy of any notice to the parties to their respective attorneys listed below.

14. ENTIRE AGREEMENT

This Agreement contains the full and complete understanding between the parties, supersedes all prior oral or written agreements between them pertaining to the Project, cannot be modified except by a written instrument signed by each of the parties, shall be governed by the laws of the State of Illinois and may not be assigned without the prior written consent of the other party.

The parties acknowledge that they are bound by the terms, and conditions of this Agreement by signing as indicated below.

(Name and Address)

(Name and Address)

EXHIBITS A through E (to be attached)

EXHIBIT F

In the event of Termination of this Agreement and the sale of the right, title and interest of one party (hereinafter referred to as "Seller") to the other party (hereinafter referred to as "Purchaser"), unless otherwise mutually agreed, the purchase price shall be paid as follows:

(i) Within thirty (30) days of the date of Termination of this Agreement, Purchaser shall pay Seller an amount equal to Seller's unreimbursed out-of-pocket expenses incurred prior to the date of the Termination of this Agreement; and

(Select only those which are applicable and delete the remaining ones:)

*(ii)(a) Within thirty (30) days of the date of Termination, Purchaser shall pay Seller the sum of _____ Dollars (\$_____); and

*(ii)(b) Purchaser shall pay Seller the sum of _____ Dollars (\$_____) with interest at the rate of _____ percent (____%) per annum payable in monthly installments of _____ Dollars (\$_____) commencing on the first day of the month following the date of Termination and continuing for a period of _____ (____) months thereafter or until paid in full if sooner; and

*(ii)(c) Purchaser shall within thirty (30) days of the end of each month, commencing with the first month subsequent to the date of termination of this Agreement submit monthly accounting statements to Seller and pay Seller on a monthly basis a sum equal to _____ percent (____%) of gross sales for a period of _____ (____) months from the date of Termination (hereinafter referred to as the "Royalty Period").

The monthly accounting to be furnished Seller shall include gross sales, a breakdown of expenses, and an accounting as to the net profit for the month, and they shall also include royalty reports, copies of any statements received from distributors and shall be accompanied by a check for the recipient's share of any gross sales due. The Seller may inspect all relevant books and records maintained by the other party in connection with the Project on reasonable notice during normal business hours at the Purchaser's primary office; and

(iii) If either party had previously received an advance of any development fees, such amounts shall be credited to the amount payable to the other party hereunder.

MARKETING AND DISTRIBUTION AGREEMENT #21

This Agreement is made this ____ day of _____, 20____, by and between _____ (“Sales Representative”), with an office located at _____, and _____ (“Principal”), with an office located at _____.

RECITALS:

A. Sales Representative is an independent sales representative.

B. Principal is in the business of manufacturing or having manufactured the _____ (“Product”), patent number _____ dated _____, _____.

C. Principal and Sales Representative desire to enter into this Agreement whereby Sales Representative will act as the Principal’s exclusive agent to solicit and sell Principal’s Product.

NOW, THEREFORE, the parties intending to be legally bound agree as follows:

1. Sales Representation

1.1 The Principal hereby engages Sales Representative as its exclusive sales agent and Sales Representative accepts engagement by Principal as its exclusive sales agent to solicit sales of the Product through the world (“Territory”) from all persons or entities (“Customers”) located in the Territory.

1.2 Sales Representative is engaged as the exclusive representative in the Territory.

1.3 Sales Representative covenants to Principal that it shall not, during the term of this Agreement, neither on behalf of itself nor through any of its officers, employees, agents or other entities, directly or indirectly, solicit orders for or sell any products competitive with Principal’s Product without the Principal’s written consent. Without limiting the generality of the foregoing, the Sales Representative expressly agrees that it will not act in a sales representative capacity for other entities or persons offering for sale or engage or assist in the sale, offer for sale or representation of products the same or similar to the Product, or induce others to do so within the Territory during the term of this Agreement.

1.4 Principal covenants to Sales Representative that it shall not during the term of this Agreement, neither on behalf of itself nor through any of its officers, employees, agents or other entities, engage directly or indirectly in any activity which conflicts with the Sales Representative’s exclusive right to perform its services hereunder. Without limiting the generality of the foregoing, the Principal expressly agrees that it will not develop products like or similar to the Product or engage or assist or induce others to engage, directly or indirectly, in the development, sale, offer for sale or

representation of products the same or similar to the Product within the Territory during the term of this Agreement.

1.5 Principal covenants to Sales Representative that it shall refer all inquiries about Product sales or distribution to Sales Representative.

1.6 Sales Representative covenants that it shall place all orders for the Product with the Principal.

2. Independent Contractor

2.1 Sales Representative is an independent contractor and does not have the power or authority to bind Principal in any way under this contract other than to fill orders for Product.

2.2 The parties acknowledge and understand that neither Sales Representative nor any of its employees or agents are employees of Principal.

2.3 All costs incurred by the Sales Representative in performing its duties hereunder are the responsibilities of Sales Representative, unless otherwise agreed to in writing.

2.4 Sales Representative shall use its best efforts and devote such time, effort and attention as is necessary to successfully solicit and sell Principal's Product.

3. Pricing/Minimum Sales

3.1 Sales Representative shall pay Principal the Product prices set forth below.

(Fill in Product prices)

Principal shall invoice Sales Representative for each such order only after it or the manufacturer has shipped an order to Sales Representative's customers. Each such invoice shall be paid by Sales Representative net 30 days (2% discount 15 days) after invoice. Notwithstanding the foregoing, if an order cannot be shipped by Principal or if acceptance of a shipment is refused by a customer, in either case, not at the fault of Principal, Sales Representative shall make payment of the invoice therefore delivered by Principal as per the above payment terms; provided that Sales Representative shall receive a corresponding credit for the amount of such invoice so paid upon placement of its next succeeding order. Also, and notwithstanding the above, the parties acknowledge that after the initial order of _____, the minimum order allowed to be placed by Sales Representative shall be _____.

3.2 In addition to the _____ Product prices scheduled above, Sales Representative agrees to pay _____ (Principal's largest shareholder), \$_____ for each _____ of Product purchased by Sales Representative hereunder in containers of up to a maximum of _____. Sales Representative shall pay _____ an amount that shall be agreed upon by the parties on a case-by-case basis, not to exceed \$_____, for each _____ purchased in containers in excess of _____. This amount shall be

paid concurrently with the payment of Principal's invoice as set above; provided that the 2% discount applicable if such invoice is paid within fifteen (15) days of the invoice date shall not apply to this royalty payment obligation. This obligation to pay _____ (Principal's largest shareholder) such royalty shall not extinguish upon _____'s (Principal's largest shareholder) death or disability; rather, such royalty payment shall continue to be paid until the death of _____'s (Principal's largest shareholder) last surviving legal representative and/or beneficiary.

3.3 The aforementioned paragraphs of this Agreement notwithstanding, Sales Representative agrees that in order to maintain its exclusive engagement hereunder, it shall purchase during the following periods the following number of _____ (Product) from Principal at the prices indicated above:

<u>Period</u>	<u>Minimum Number of Product Purchased</u>
(Dates)	

Notwithstanding the foregoing schedule, if Principal is ordered by governmental or regulatory action to cease the marketing and selling of the Product through no fault of Sales Representative, the running of time during any such stoppage shall stay until any such governmental or regulatory order is lifted and/or removed.

4. Term of Agreement, Termination

4.1 Sales Representative's engagement under this Agreement shall be effective as of the date first set forth above and shall continue until terminated as set forth herein.

4.2 Sales Representative's engagement under this Agreement may be terminated upon the occurrence of the following, effective upon written notice to such effect delivered by Principal to Sales Representative:

- (a) The written consent of both parties to this Agreement;
- (b) The failure of Sales Representative to at the minimum _____ purchase quota requirements during the period _____ to _____ as set forth in Section 3.3 above; or
- (c) The Sales Representative's material breach of or default under this Agreement.

4.3 Principal acknowledges that but for its Agreement to engage Sales Representative as its exclusive Representative to market and sell the Product pursuant to this Agreement, Sales Representative would not have entered into this Agreement and would not spend the capital necessary to properly create a market for the Product. Upon such acknowledgement, the Principal agrees that if it terminates this Agreement other than as set forth herein, Principal may be subject to legal redress therefore and Sales Representative shall be entitled to any and all legal and/or equitable relief than available to it, including but not by way of limitation, money damages and/or specific performance.

5. Manufacturing

The parties acknowledge that it is essential to Sales Representative's performance hereunder that the Product is timely and properly manufactured. Principal covenants to Sales Representative to use its best efforts to engage a capable manufacturing firm to manufacture the Product. The manufacturer engaged to manufacture the Product must agree to use its best efforts to manufacture and ship Product orders made by Sales Representative within thirty (30) days of Sales Representative's placing an order for same.

6. New Products

In the event Principal develops, creates or obtains rights to any new products, Sales Representative shall have the first right of refusal to market and distribute such new products on terms and conditions similar to those contained in this Agreement, except price which shall be agreed upon by the parties.

7. Principal's Purchase Right

In the event that the Sales Representative desires to sell its business, the Principal shall have the first right of refusal to purchase from Sales Representative on the exact terms and conditions of a third party purchase offer ("Offer"). Sales Representative shall provide Principal with written notice of its intent to sell ("Sale Notice"), which shall contain a true copy of the Offer. Principal shall provide Sales Representative with written notice of its election to exercise its first right of refusal within thirty (30) days of its receipt of the Sales Notice from Sales Representative.

8. Miscellaneous

8.1 This Agreement:

(a) shall constitute the entire agreement between the parties hereto and supersedes all prior agreements, written or oral, concerning the subject matter herein and there are no oral understandings, statements or stipulations bearing upon the effect of this Agreement which have not been incorporated herein;

(b) may be modified or amended only by a written instrument signed by each of the parties hereto;

(c) shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns;

(d) shall be construed in accordance with and governed by the laws of the State of _____ without reference to conflict of laws principles; and

(e) may not be assigned by either party without the written consent of the other. For this purpose, an assignment shall include the sale of all or substantially all (50% or more) of the stock or assets of either party.

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