

DISTRIBUTORSHIP AGREEMENT

_____, referred to as MANUFACTURER, and
_____, referred to as DISTRIBUTOR,
agree:

MANUFACTURER produces products in the following areas:

DISTRIBUTOR shall purchase an initial inventory from MANUFACTURER as described in the attached Exhibit "A."

The initial inventory shall be paid for on the following terms:

The DISTRIBUTOR shall have the non-exclusive right to sell the products of MANUFACTURER in the following geographic area:

MANUFACTURER may from time to time appoint other distributors if it so desires.

Service within any warranty provided by MANUFACTURER shall be provided to customers by the MANUFACTURER. DISTRIBUTOR shall refer all customers requiring service to MANUFACTURER.

The DISTRIBUTOR shall either use advertising materials prepared by the MANUFACTURER or shall submit the same for prior approval to the MANUFACTURER.

DISTRIBUTOR shall take all reasonable steps to protect the trademarks and other intellectual property rights of the MANUFACTURER.

The initial term of this distributorship shall be _____.

The distributorship shall be renewed at the termination of each period automatically provided that in the preceding period \$_____ (_____/100 dollars) of inventory was purchased by the DISTRIBUTOR.

The MANUFACTURER may cancel the agreement for cause upon ___ days notice to DISTRIBUTOR.

Upon termination of the agreement, the MANUFACTURER shall have the

first option to purchase the remaining inventory of DISTRIBUTOR at cost. In addition, DISTRIBUTOR shall cease to use any tradenames, trademarks, or promotional items provided by MANUFACTURER.

Dated: _____
