

DEALERSHIP AGREEMENT

THIS AGREEMENT made effective the _____ day of _____, _____.

BETWEEN:

CORPORATION
(the "Corporation")

- and
DEALER
(the "Agent")

IN CONSIDERATION of the covenants and agreements herein contained the parties agree as follows:

1. Appointment of Dealer

The Corporation appoints the Dealer as its sole _____ agent in the territory (the "Territory") described in Schedule "A" attached hereto for the _____ of the Corporation (the "Products") described in Schedule "B" attached hereto upon the terms and conditions herein set forth.

2. Term

The term of this Agreement shall commence as of the _____ day of _____, _____ and shall continue until terminated as herein provided.

3. Exclusivity of Appointment

So long as the Dealer is not in breach hereunder, the Dealer shall, during the currency of this Agreement, be the exclusive _____ agent of the Corporation to distribute and sell the Products within the Territory and the Corporation shall not appoint any other agent nor otherwise distribute or sell the Products in the Territory, except as herein provided.

4. Independent Contractor

The status of the Dealer shall be that of an independent contractor and the Dealer shall have no authority to assume or create any obligation whatsoever, expressed or implied, in the name of the Corporation, nor to bind the Corporation in any manner whatsoever. The Dealer shall have no authority hereunder to enter into any contract of any kind on behalf of the Corporation, nor to endorse the Corporation's cheques, nor to make allowances or adjustments on the Corporation's accounts for the return of merchandise, except by written authorization of the Corporation. The Dealer undertakes and agrees that it will not furnish to any customer or prospective customer, any warranties, undertakings or guarantees of any nature whatsoever which may create an obligation or liability of the Corporation. In the event that the Dealer does allow or furnish to customers or prospective customers, such warranties, undertakings or guarantees then, in such event, the Dealer shall indemnify and save the Corporation harmless from any claims, demands, damages, costs or losses whatsoever arising out of or in any way connected with such warranties, undertakings or guarantees.

5. Expenses

All expenses in connection with the Dealer's performance of this Agreement and its activities as agent for the Corporation, including but not limited to travel, automobile, salaries and supplies shall be borne by the Dealer and the Dealer shall be solely responsible for the payment thereof.

6. Acceptance of Orders

The Corporation reserves the right to accept or reject in its sole discretion any order for the purchase of any Products, and shall not be bound by any order for the purchase of Products until it has accepted such order.

THIS IS A 6-PAGE FORM.