

EXCLUSIVE REPRESENTATION AND PROMOTION AGREEMENT

This Agreement is made this ___ day of _____, _____, by and between:

MARKETINGCO, a corporation incorporated pursuant to the laws of _____ (hereinafter "Marketingco")

OF THE FIRST PART

- and -

CORPORATION, a corporation incorporated pursuant to the laws of _____ (hereinafter "Corporation")

OF THE SECOND PART

RECITALS

- A. MARKETINGCO is primarily engaged in marketing, promotion, development and sales of _____.
- B. Corporation has developed a unique process of _____ and has the proprietary technology necessary for the construction and operation of a _____ system called _____ ("SYSTEM") (see Exhibit A attached hereto).
- C. Marketingco wishes to finance the construction and testing of a SYSTEM pilot unit ("Pilot Unit") and to market and promote full-scale, commercial versions of _____ to be operated jointly by Corporation and Marketingco in the countries ("Subject Countries") as specified in paragraph 1(f).
- D. Corporation desires Marketingco's assistance with the marketing and promotion of SYSTEM in the Subject Countries and wishes to engage Marketingco to assist in these endeavors under the following terms and conditions.
- E. All of the above recitals are hereby made an integral part of this Agreement and shall have a substantive effect in interpreting the provisions of this Agreement.

TERMS AND CONDITIONS

WHEREAS, Marketingco represents that it possesses the skill, ability and infrastructure to promote, develop, and market Corporation's SYSTEM technology as defined herein in the Subject Countries and where it is deemed to the mutual benefit of Corporation and Marketingco to enter into this Agreement upon the terms and conditions set forth.

NOW THEREFORE, in consideration for the mutual covenants and promises herein contained, the undersigned hereby agree to the following:

- 1. **Relationship Between Corporation and Marketingco**
 - (a) Marketingco agrees to finance the construction and testing of a SYSTEM Pilot Unit and to market and promote scaled up SYSTEM units to be operated jointly by Corporation and Marketingco in the Subject Countries as set forth in this Agreement.
 - (b) Corporation agrees to engage Marketingco under the following terms and conditions to finance the construction of the SYSTEM Pilot Unit and to provide marketing and promotion services for the SYSTEM technology contemplated herein.
 - (c) Marketingco agrees and acknowledges that any present and future SYSTEM technology or any other technology developed by Corporation is exclusively owned and will continue to be exclusively owned by Corporation.

- (d) Marketingco acknowledges that this Agreement relates only to the _____ application of the SYSTEM technology and no other application whatsoever.
- (e) Marketingco specifically acknowledges and agrees that the Pilot Unit contemplated in this Agreement shall remain the exclusive property of Corporation.
- (f) Corporation grants to Marketingco the marketing and promotion rights to market and promote SYSTEM (products) in the Subject Countries only and subject to the terms of this Agreement. Specifically, this Agreement does not deal with or affect in any manner whatsoever the marketing and promotion rights for (countries) are retained by Corporation which are specifically not granted herein. Notwithstanding the foregoing, Corporation reserves the right and sole discretion not to install and operate the SYSTEM operation in any country or Subject Country where it has reasonable grounds to believe that its employees, technology or equipment may be subject to danger or risk of any kind whatsoever.
- (g) Corporation agrees to promote and market SYSTEM in the Subject Countries exclusively through Marketingco. Marketingco acknowledges and agrees that only SYSTEM's use in _____ is subject to the rights granted herein and that Corporation shall retain the rights to all other uses of SYSTEM technology including but not limited to use of SYSTEM by-products.
- (h) Corporation will use its best efforts to assist Marketingco in the demonstration and use of the technology as may reasonably be necessary.
- (i) Marketingco shall incur all costs relating to the operation, stand-by and demonstration of the SYSTEM Pilot Unit.
- (j) Corporation shall be the sole and exclusive manufacturer, supplier and operator of SYSTEM equipment to Marketingco and to any of Marketingco's affiliates, associates or customers.
- (k) Corporation's employees and Corporation's authorized personnel shall have the sole authority and exclusive right to construct, install, operate and maintain any and all of the SYSTEM equipment and be responsible for the security of such equipment.
- (l) It is understood that neither party shall exercise any control over the activities and operation of the other party, each being recognized hereunder as independent business entities, bound together pursuant to the terms of this Agreement. Nothing contained in this Agreement shall be deemed to constitute either party as the partner, agent, employee or legal representative of the other party. Neither party hereto shall have any authority to act for or assume any obligations or responsibilities on behalf of the other party.
- (m) Neither party shall hold itself out contrary to the terms of this Agreement, and neither party shall become liable by any representation, act or omission of the other which is contrary to the provisions hereof. Neither party shall have the authority to make any public announcement or representation involving the other party without the prior written consent of the other party. The Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any third party whether referred to herein or not.
- (n) Corporation agrees to establish a reasonable plan as determined by Corporation in its sole discretion to protect the SYSTEM technology and ensure continuance of Corporation in the event of *[insert name of principal]*'s incapacitation or death.
- (o) Corporation may, at its sole discretion, use any means at its disposal to ensure protection of its SYSTEM technology from theft or misuse.
- (p) This Agreement creates an independent contractual relationship and is not to be construed as an employment agreement. Because of that, both parties, by their signature, represent they will make all required filings and pay all required taxes including any required worker's compensation, payroll taxes, withholding taxes and social security on any monies generated as

income under this Agreement and will not rely on the other party to do so. The parties hereby warrant and represent that their businesses are properly registered and licensed with the appropriate province(s), and with any other federal, provincial or municipal licensing agencies necessary in order to operate in full accordance with this Agreement.

- (q) The parties hereto mutually agree that if either party shall be in default or breach of any of the terms or conditions of this Agreement, and such default or breach shall result in any loss or damage to the other party, then and in that event the defaulting party hereby agrees to pay the other party any such loss or damage and further agrees to indemnify and hold the other party harmless from any claim, demand, cause of action or lawsuit which may result from or be caused by such breach of this Agreement.
- (r) Marketingco agrees to use its best efforts to diligently, faithfully, loyally and legally promote, finance and market _____ using Corporation's SYSTEM technologies in the Subject Countries subject to the terms of this Agreement.

THIS IS A 9-PAGE FORM.