

CHANNEL PARTNER AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____ by and between:

SUPPLIER: [Name of Supplier] [address] [city / province / postal code] [name of contact person] [phone number] [fax number] [email]	CHANNEL PARTNER: [Name of Channel Partner] [address] [city / state or province / zip or postal code] [name of contact person] [phone number] [fax number] [email]
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WHEREAS:

- A. Supplier offers certain products, services and business solutions, including, among others, connectivity, web hosting, website development and streaming media (collectively, the "Services");
- B. Channel Partner desires to sell the Services on the terms and conditions set forth in this Agreement, and shall use its best efforts to market, promote and solicit orders for the Services;
- C. Supplier desires to grant Channel Partner the non-exclusive right to market, promote and solicit orders for Services which Supplier provides directly and Services for which other service providers have given Supplier the right to market, promote and solicit orders;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Appointment

1.1 Supplier hereby appoints Channel Partner as an authorized representative of Supplier, to obtain orders for the Services described in Schedule A hereto, in the territory ("Territory") set out in Schedule B hereto, upon the terms and conditions set out in this Agreement and at the rates and commissions set out in Schedule C hereto, all of which Schedules are attached to this Agreement and made a part hereof by reference.

1.2 Channel Partner's appointment as an authorized representative hereunder is non-exclusive, and Supplier retains the right to offer the same or additional or alternate Services through Supplier's employees or other persons that Supplier may appoint at any time and from time to time.

1.3 Channel Partner understands that its appointment as an authorized representative of Supplier may be subject to exclusive relationships which Supplier may have entered into with other persons or firms.

1.4 Channel Partner may only use the marketing and promotional materials which have been authorized by Supplier in advance of such use.

Term and Termination of Agreement

2.1 Subject to earlier termination as hereinafter provided, the Term of this Agreement will be for a period of ____ years from the date of acceptance by Supplier. Thereafter, this Agreement will

automatically renew for successive periods of ____ days each unless and until it is terminated by either party.

2.2 Either party may terminate this Agreement by giving the other party ____ days' prior written notice.

2.3 Supplier may terminate this Agreement effective immediately in the event of:

- (a) the insolvency, bankruptcy, receivership or dissolution of Channel Partner;
- (b) any actual or attempted assignment to a third party by Channel Partner of this Agreement or any of its duties or obligations hereunder;
- (c) any breach or threatened breach by Channel Partner of any provision of this Agreement;
- (d) any misrepresentation made by Channel Partner to a customer or prospective customer; or
- (e) if Channel Partner is an individual, the death or incapacity of Channel Partner.

Submission of Orders

3.1 Orders obtained by Channel Partner on behalf of Supplier are to be submitted to Supplier according to the procedures specified and using the order forms provided by Supplier. Supplier may change its order submission procedures and forms from time to time, and Supplier agrees to provide Channel Partner with reasonable written notice of any such change at least _____ prior to the effective date of such change.