Exhibit 99.3  
  
  
 FORM OF DOMESTIC DISTRIBUTION AGREEMENT  
 APOLLO INTERNATIONAL OF DELAWARE  
  
 AGREEMENT made the \_\_\_ day of \_\_\_\_\_\_\_\_\_, 199\_ between Apollo International  
of Delaware (herein called "Apollo") having its principal place of business at  
0000 Xxxxx XX Xxxxxxx 00, Xxxxx 000, Xxxxxx Xxxxx, Xxxxxxx 00000 and  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein called "Representative"), having its  
principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  
  
 1. PURPOSE:  
  
 The purpose of this agreement is to develop and maintain a satisfactory  
volume of sales of designated products in the assigned exclusive territory. The  
Representative shall use his best efforts to achieve said purpose.  
   
 2. TERRITORY:  
  
 The areas to be serviced by the Representative are the following: The  
States of -----------------------------------------------------------------  
---------------------------------------------------------------------------  
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 This listing may change from time to time as mutually agreed upon in  
writing by Apollo and the Representative.  
  
 3. PRODUCTS:  
  
 The products to be sold by the Representative are Motor Protection  
Relays.  
   
 4. COMMISSION RATES AND COMPUTATION:  
  
 The Representative's commissions shall be subject to the conditions  
set forth in Exhibit "A".  
   
 a) The payment of commissions on all sums collected from or  
remitted by customers or on their behalf shall be made to the Representative  
monthly on or about the 15th of the month following the month in which sums have  
been received, with adjustments made for returned items, credit allowances and  
bad debts.  
  
 b) The Representative shall not be entitled to any compensation  
or reimbursement for any expenses or disbursements made by it or its employees.  
  
 c) Notwithstanding Section 7(b), in the event an order is  
canceled for any reason and cancellation charges are received by Apollo from the  
customer, the   
  
  
  
commission rate will be applied to the dollar amount of the cancellation   
charge. In the event there is a non-charge cancellation or where a settlement   
entails a financial loss to Apollo, no commission will be paid to the   
Representative.  
  
 5. TERMINATION:  
  
 Either party may terminate this Agreement for any reason after giving  
60 days written notice. If not terminated, this Agreement will be automatically  
renewed for a successive one year period.  
  
 6. PAYMENT RIGHTS UPON TERMINATION:  
  
 a) In the event of termination, all commissions earned as the  
result of orders booked prior to such termination date shall be payable in  
accordance with the schedule set forth at Section 4.  
  
 b) Upon termination of this Agreement, Representative shall  
promptly surrender and deliver to Apollo, at his expense, all materials relating  
to Apollo and the product.  
  
 c) Upon termination, Apollo shall have the right to withhold  
one-half of the amount of all commissions due to the Representative for a period  
of 90 days to cover subsequent credits due to customers on orders booked by the  
Representative.  
  
 7. ORDERS AND INVOICES:  
  
 a) All orders or products booked by the Representative shall be  
subject to approval and acceptance by Apollo. Apollo shall have absolute right  
to refuse to accept any orders solicited by the Representative for any reason  
whatsoever.  
  
 b) All invoices sent in connection with orders booked by the  
Representative shall be mailed directly to the customer by Apollo.  
  
 8. SALES POLICIES:  
  
 a) Apollo shall have the absolute right to establish the  
prices, charges and terms governing the sale of the products. Apollo's sales  
policies shall be those currently in effect, established from the time in its  
proposals, bulletins and other authorized releases.  
  
 b) Whenever possible Apollo agrees to give the Representative  
30 days written notice of any changes in sales policies in advance of such  
change.  
  
  
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 9. INQUIRIES:  
  
 a) The Company shall promptly notify Representative of any  
inquiries relating to the Products received from customers, together with copies  
of any correspondence and quotations sent to customers by the Company in  
response to such inquiries.  
  
 b) Representative agrees to handle all inquiries promptly and  
to keep the Company informed as to quotations, contracts, customer requirements,  
competition and results.  
  
 10. SELLING AIDS AND SUPPLIES:  
  
 a) During the term of this Agreement, the Company shall, at its  
expense, promptly make available to Representative and, where appropriate, to  
customers solicited by Representative copies of Company brochures, forms or  
orders, contracts and other information requested by Representative and  
reasonably needed by him in the performance of his obligations under this  
Agreement.  
  
 11. NON-COMPETITION:  
  
 a) Representative agrees that during the term of this Agreement  
that he will not sell Products which, in the opinion of the Company, compete  
with the Products.  
  
 b) Noncompliance with this Section 11 is cause for immediate  
termination of the Agreement and forfeiture of any and all commissions due.  
  
 12. CONFIDENTIAL INFORMATION:  
  
 a) During the term of this Agreement, or at any time  
thereafter, Representative agrees not to disclose to any person, firm or  
corporation any confidential information relating to the business affairs of  
Apollo, including but not limited to, disclosure of customer lists, trade  
secrets or other information concerning the Products.  
  
 13. STATUS OF REPRESENTATIVE:  
  
 a) The Company and Representative agree that Representative is  
an independent contractor, shall have no right or authority to bind, obligate,  
or make agreements for or on behalf of the Company without the prior written  
consent of the Company.  
  
 b) Representative shall be solely responsible for all claims,  
damages or lawsuits arising out of its employees and/or agents.  
  
  
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 14. BOOKS AND RECORDS:  
  
 a) The Company shall permit Representative and its agents, at  
their expense, to have access to and to examine Company Books and records at any  
reasonable time to verify orders and invoices covered by this Agreement.  
  
 15. MISCELLANEOUS:  
  
 a) Notice. Any notice required to be given under this  
Agreement shall be deemed delivered when served personally upon the party for  
whom it is intended or when sent by registered or certified mail three (3)  
business days after mailing, to the addresses set forth below.  
  
 b) Successors and Assigns. The rights and obligations of  
Apollo under this Agreement shall inure to the benefit of Apollo, its successors  
and assigns. The Representative shall not assign any of his rights or  
obligations under this Agreement without the prior written consent of Apollo.  
  
 c) Waiver. Failure to insist on compliance with any of the  
terms or conditions contained herein shall not be deemed a waiver or  
relinquishment of any right provided for hereunder.  
  
 d) Severability. In the event any provisions or any part of  
any provision of this Agreement are held to be illegal, invalid or  
unenforceable, such illegal, invalid or unenforceable of any other provisions or  
parts thereof.  
  
 e) Effect of Headings. The headings used in the sections and  
subsections of this Agreement are intended for convenience only and shall not  
affect the construction or interpretation of any of the provisions or parts of  
provision of this Agreement.  
  
 f) The Representative shall save and hold Apollo harmless from  
and against all claims, losses and liability (including damages, cost,  
attorneys' fees, and expenses) arising out of damage to property or injury to,  
or death of, persons occasioned by, or in connection with, the acts or omissions  
of the Representative or of its employees or the use of any equipment or  
property in connection therewith; or arising out of any representations or  
warranties with respect to products except as authorized in writing by Apollo;  
provided, however, that Apollo shall defend, at its expense all claims and suits  
asserted or brought against the Representative based on alleged defects of  
material, workmanship or design of Apollo products sold under the terms of this  
Agreement, and Apollo shall indemnify and hold the Representative harmless from  
such claims, suits and judgments arising therefrom.  
  
  
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 16. This Agreement constitutes the whole of the understanding and  
agreement between the parties and supersedes all prior agreements between the  
parties. It shall not be modified, altered or varied, except in writing  
executed by both parties.  
  
 17. This Agreement shall be construed under the laws of Florida.  
  
 IN WITNESS WHEREOF, the parties have executed this Agreement on the  
day and year first written.  
  
 APOLLO INTERNATIONAL OF DELAWARE, INC.  
  
  
 By:   
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 Name:   
 ----------------------------------------  
 Title:   
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 Dated:   
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 REPRESENTATIVE/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
 By:   
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 Name:   
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 Title:   
 ---------------------------------------  
 Dated:   
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 EXHIBIT "A"  
  
1. The Representative shall be entitled to the following commissions on the  
net invoice price for the sale of Motor Protection Relays:  
  
 A. \_\_\_\_\_\_\_\_\_\_\_\_ percent (\_\_%) on all products EXCEPT as noted in B below  
and in section 2 "Exclusions".  
  
 B. The commission rate may be adjusted by Apollo on the following:  
  
 a. Major items of purchased for sale equipment which form a part of  
 an order.   
  
 b. Orders for products sold at a lower than normal price.  
  
 c. Orders for special, "designed to order" or "engineered to order"  
 products  
  
 d. The commission rate applicable to orders for the above items  
 (a-c) will be communicated to the Representative at the time a  
 quotation is issued to the customer.  
  
2. EXCLUSIONS:  
  
 a. Transportation charges, sales taxes, insurance, trade discounts  
 and the like  
  
 b. Orders for products and services destined for end-use outside the  
 United States. No commissions are paid on such "export" orders  
 regardless of order origin, unless written reports are submitted  
 prior to order placement demonstrating to Apollo's satisfaction,  
 the Representative's influence in having the item specified.  
  
 c. All new products added by internal development or by sales  
 agreements with other companies, or by acquisitions and or  
 mergers. The inclusion of exclusion of these new products and  
 the applicable commission rate shall be established by Apollo.  
  
3. Commissions shall be apportioned as follows:  
  
 a. To the Representative who is the effective cause of the  
 sale.....one third (1/3) of the total commission. This credit  
 will ordinarily be allocated to the Representative who brings the  
 product to the attention of the customer; define the customer's  
 needs; and causes the customer to requisition the product,  
 request a quotation or otherwise initiates procurement.  
  
  
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 b. To the Representative from whose territory the order is  
 mailed.....one third (1/3) of the total commission. This credit  
 will ordinarily be allocated to the Representative from whose  
 territory the purchase order or confirming order is received  
 except for certain customers which merely clear orders for all  
 their plants at a single location on an informal basis, and are  
 not influenced by the Representative at that location. In  
 general, the postmark on the envelope that contains the purchase  
 order or confirming order shall be regarded as the basis for  
 "origin" credit.  
  
 c. To the Representative in the territory where the product is to be  
 utilized.....one third (1/3) of the total commission.   
 Destination credit is awarded to compensate the Representative in  
 the territory who may be called upon to service the equipment and  
 also to keep the company informed as to the customer's use of the  
 product, satisfaction with the product etc.  
  
 d. Exceptions to the above may be made at the discretion of Apollo  
 providing the file of the transaction clearly shows that two  
 territories equally share part "A" (in which case, commission  
 credit will be shared equally), or where purchasing formalities  
 of certain customers make part "B" of no consideration (in which  
 case, purchase order commission credit will be given to the  
 Representative in the territory receiving influence commission.)  
  
4. Any questions or disagreements regarding commissions shall be resolved by  
Apollo, whose decision shall be final.  
  
  
  
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