



SALES PARTNER AGREEMENT

This Agreement is made this _____ day of _____, 200__ between **ACOM SOLUTIONS, INC.** ("ACOM") having offices at 2850 East 29th Street, Long Beach, California 90806-2313 and _____ (Partner) having offices at _____.

ACOM is in the business of acquiring, developing, selling, licensing and otherwise making available computer software, peripheral hardware and related products and services ("Product"). Partner wishes to sell and promote designated products and services of ACOM as listed in Exhibit A, attached hereto and incorporated herein, for the period and on the terms and conditions set forth herein.

NOW THEREFOR in consideration of the foregoing and the mutual covenants set forth herein, ACOM and Partner agree as follows:

1: APPOINTMENT

ACOM does hereby appoint Partner as an authorized seller of ACOM product with the non-assignable, non-exclusive right to promote and sell Product and Partner hereby accepts such designation and appointment.

2: PARTNER'S RESPONSIBILITY

- (a) Partner will use its best efforts to promote and sell Product and to maintain good relations with all ACOM's customers.
- (b) Partner shall obtain from ACOM all software and equipment as reasonably required by ACOM to effectively promote, market, and sell Product. Software will be provided at no charge, equipment will require a fully refundable deposit.
- (c) Partner agrees to sell Product within established guidelines and cooperate fully with ACOM in marketing Product.
- (d) Partner agrees to; attend such sales meetings and training seminars as may be scheduled by ACOM from time to time; provide reports and sales forecasts as may be reasonably requested by ACOM.
- (e) Partner shall place orders with ACOM using the standard sales contract (the "Contract") provided by ACOM, which shall be in substantially the form of contract appended hereto as Exhibit B.
- (f) Partner shall have the option to provide services for the installation of Product and/or training of end user on Customers' premises, provided Partner has been qualified by ACOM to perform these services. Partner shall be entitled to a fee for such services as established from time to time by ACOM and as currently provided on Exhibit E.
- (g) Partner agrees to pay all fees charged by ACOM for services and Product delivered for Partner's use and benefit pursuant to this Agreement within 30 days from date of invoice.
- (h) Partner agrees to return all property provided by ACOM including software, supplies, collateral material, price schedules etc. which shall have been provided to Partner without charge, upon termination of this Agreement, or upon written request by ACOM for whatever reason.

3: ACOM'S RESPONSIBILITY

- (a) Partner assumes all sales and marketing expenses.
- (b) ACOM agrees to provide software, equipment and product training as described in Exhibit A. Additional training will be provided at the request of Partner at a time and place that can be reasonably accommodated by ACOM in accordance with the fee schedule on Exhibit A.
- (c) ACOM agrees to pay Partner's commission within 30 days of billing for commissionable Products.



- (d) ACOM shall be responsible for all elements of credit risk, including timely invoicing, credit verification, and collections of accounts receivable, provided however that commissions paid for accounts that become 90 days or more past due will be charged back against future commissions. All charge backs will be reinstated ratably upon full or partial payment of past due customers accounts.
- (e) ACOM will establish performance criteria necessary for Partner to maintain sales Certification and will award Certification on an annual basis. Current Certification requirements are provided on Exhibit D and may be amended annually.

4: MUTUAL OBLIGATIONS

- (a) The parties agree that all orders submitted by Partner shall be subject to acceptance by ACOM, which acceptance shall not be unreasonably withheld. ACOM may reject any order submitted by Partner, for whatever cause which in ACOM's sole opinion renders such order unacceptable, including, but not limited to, inadequate credit of the purchaser.
- (b) Each contract for sales of Product hereunder shall be a contract between ACOM and the customer, and Partner is expressly denied the authorization to sign such contracts on behalf of ACOM.
- (c) Partner shall make no allowances, adjustments, in accounts, nor authorizations (including, but not limited to, authorizations for the return of any Product for any reason) unless given advance specific authorization by ACOM to do so.
- (d) Neither Partner nor ACOM shall have any liability with respect to any alleged defective Product sold hereunder except as set forth in ACOM's limited warranty accompanying the Product. Partner shall have no authority to and shall not make any express or implied representation, guaranty, or warranty with respect to any Product which would be contrary to or inconsistent with ACOM's aforesaid limited warranty.

5: RELATIONSHIP OF THE PARTIES

- (a) Partner and ACOM agree that Partner serves under this Agreement as an independent sales Partner without power to bind, act for, or obligate ACOM, whether by expression, implication, or in any other manner whatsoever; nor shall Partner under any circumstance be deemed an employee of ACOM.
- (b) Nothing herein shall be deemed to create or have created an "agency" relationship between ACOM and Partner.
- (c) Each party hereto hereby agrees to indemnify and hold the other harmless against any negligent or intentional acts by the offending party, its representatives, employees, or contractees that cause injury or damage to third parties.

6: PRICING; COMMISSIONS

- (a) Partner agrees to quote and submit sales orders based solely upon prices fixed by ACOM. Partner will not discount prices without prior consent from ACOM.
- (b) From time to time ACOM shall be entitled, upon thirty (30) days written notice to Partner, to amend its pricing policies with respect to Product.
- (c) So long as Partner remains active and Certified, ACOM agrees to pay, and Partner agrees to accept, commissions at the rates set out in Exhibit C attached hereto. ACOM reserves the right to amend commission Exhibit C from time to time, at the beginning of each new annual term.

7. CONFIDENTIAL INFORMATION; TRADEMARKS; TRADENAMES; LICENSING:

- (a) Partner agrees, both for itself and its officers, directors, shareholders, partners, representatives, and employees, to keep confidential and not disclose, both during the term of the Agreement and thereafter, the following (collectively, the "Confidential Information"):



- (i) All trade secrets and other information acquired by Partner regarding the design, production, marketing, or pricing of the Products or otherwise considered proprietary by ACOM with respect to the Products or any other products or processes of ACOM, and
- (ii) The identity of ACOM's customers and ACOM's other Partners and distributors.
- (b) Within five (5) business days following any termination of this Agreement, all documents and other materials containing any Confidential Information shall be returned to ACOM, without any copies or excerpts thereof being made or retained, and ACOM shall be given a written certification that the same has been completed.
- (c) Partner agrees to identify all Products with ACOM's trademarks therefore, and, specifically, unless otherwise authorized by ACOM, Partner agrees not to put its own name or any other name on the Products nor to identify the Products with any other name other than ACOM's trademarks with respect thereto. In addition, Partner agrees not to use ACOM's trademarks in any manner except as authorized by ACOM and if any such authorized usage of Trademark is granted, will be discontinued by Partner upon termination of this Agreement.
- (d) Partner agrees not to make copies of the software, to distribute or duplicate the software by any means, including electronic transmission in any manner except as authorized by ACOM; and if foregoing actions are authorized, to be discontinued by Partner upon termination of this Agreement. The software contains trade secrets, and in order to protect them, Partner may not reverse engineer, decompile, or otherwise reduce the software to human perceivable form. Partner may not modify, adapt, translate, rent, lease or create derivative works based upon the software or any part thereof.

8. DURATION OF AGREEMENT; TERMINATION:

- (a) The term of this agreement shall commence on the date first set forth above and shall continue in full force and effect for twelve months and shall automatically renew for successive twelve month periods unless terminated by either party upon 60 days prior written notice. The Termination Notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the other party at its address set forth above or to such other address as such party shall have earlier provided to the terminating party by like notice.
 - (i) If the Agreement is terminated by ACOM as a result of a breach of the terms of this Agreement or any misconduct by the Partner, or Partner's shareholders, officers, or principal employees, or the ability of Partner to fulfill its obligation to ACOM, as reasonably determined by ACOM, then, ACOM shall have no further obligation to Partner.
 - (ii) If the Agreement is terminated by ACOM due to Partner's inability to fulfill Certification requirements as provided on Exhibit D, then Partner shall be entitled to receive commissions for all orders shipped and all orders placed for commissionable Product prior to the date of termination.
 - (iii) If the Agreement is terminated by Partner, for whatever reason, then ACOM is obligated to pay commissions for commissionable Product shipped up to the date of Termination only.
 - (iv) If the Agreement is terminated by ACOM for any other reason other than that provided in (i) and (ii) above, then Partner shall be entitled to receive, all commissions due in accordance with the commission schedule set forth in Exhibit C paid in accordance with the same commission schedule even after the date of termination.
- (b) Notwithstanding the termination provisions of subsection (a) above, ACOM and Partner each reserve the right to terminate this Agreement at any time, upon immediate notice, in the event that the other party breaches any of the terms, conditions, or provisions set forth in this Agreement. If Partner is an individual, this Agreement shall also automatically terminate in the event of the death of Partner.



- (c) Upon any termination of this Agreement and for a period of sixty (60) days thereafter, Partner agrees, upon request of ACOM, to cooperate with and render all reasonable assistance to the person or persons designated by ACOM to represent ACOM in the Territory.
- (d) The termination of this Agreement shall not relieve Partner of its obligation under subsection (c) above nor under Section 7 above, all of which obligations shall survive any termination of this Agreement.

9. MISCELLANEOUS:

- (a) Waiver - The failure of either party to exercise any right hereunder shall not be deemed to be a waiver of such right or any other right, nor a waiver of any continuing or subsequent breach or default of this Agreement by the other party.
- (b) Severability - Each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. If there is any conflict between any term, condition or provision, by law or regulation, the latter shall prevail; provided, that any such conflicting term, condition, or provision shall be curtailed and limited only to the extent necessary to bring it within the legal requirements and the remainder of this Agreement shall not be affected thereby.
- (c) Pronouns; Plurals - All pronouns and any variations hereof shall be deemed to include the masculine, feminine, singular, and plural thereof as the context may require. In addition, all nouns shall be deemed to include the singular and plural thereof as the context may require.
- (d) Assignment - This agreement may not be assigned by Partner without the prior written consent of ACOM.
- (e) Binding Effect - This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal and legal Partners, successors, and permitted assigns.
- (f) Entire Agreement - This Agreement supersedes any previous agreements between the parties hereto, whether expressed or implied, oral or written. The parties represent that there are no oral agreements, representations, or understandings between them which are not set forth in this Agreement, and that this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall not be amended or modified except by a writing duly executed by the parties hereto.
- (g) Governing Law; Jurisdiction - This Agreement and all rights, remedies, and obligations under this Agreement, including matters of construction, validity, and performance, shall be governed exclusively by the laws of the State of California without regard to California's choice of law provisions. This Agreement shall be enforceable in any state or federal court of competent jurisdiction; provided, that each party specifically consents to, and agrees that such party is subject to, the jurisdiction of the state and federal courts of the State of California with respect to any actions for enforcement of or breach of this Agreement.
- (h) Counterparts - This Agreement may be executed in one or more counterpart copies, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.



IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have caused this Agreement to be executed as of the date first above written.

BY: _____
(Partner's Authorized Signature)

BY : _____
(ACOM Authorized Signature)

NAME: _____
(Signatory's Printed Name)

NAME: _____
(Signatory's Printed Name)

TITLE: _____
(Signatory's Printed Title)

TITLE: _____
(Signatory's Printed Title)

DATE: _____
(Partner's Signing Date)

DATE: _____
(ACOM's Signing Date)



**Attachment A
to
ACOM Solutions, Inc.
Sales Partner Agreement**

Sales Partner receives commissions of from 20% to 25%

- Printers 20%
- Software, Training, Installation, Professional Services 25%
- Maintenance 15% first year only

Sales Partner has option of handling training, and receiving 75% of list price

Sales Partner may engage ACOM Regional Manager to assist in sales
Cost to Sales Partner:

- 1st six months, 5% of Gross Sale
- after six months, 10% of Gross Sale

Sales Partner Annual Purchases from ACOM to retain Sales Partner Status:

- \$50,000 printers gross sales annually (includes printers, options and maintenance)
- \$50,000 software gross sales annually (includes software, training, professional services)

Sales Partner training will be \$1,000 per day plus out of pocket T&E