



AGREEMENT

THIS AGREEMENT (the “**Agreement**”), is made and entered into as of this ____ day of _____, 2011 by and between, **Purchasing Power LLC**, a Georgia limited liability company (hereinafter referred to as “**Company**”) having its principal office location at 1375 Peachtree Street suite 500, Atlanta, GA 30309 and _____ a (hereinafter referred to as “**Agent**”) having its corporate headquarters located at: _____

The Company sells computers and related products via a payroll deduction installment payment contract to employees or participants of sponsoring employers (the “**Product**”), and the Agent desires to offer this product to their clients’ employees.

Therefore, the Parties enter into this agreement, upon the following terms:

1. The Product. The Company agrees to sell brand name computers (Dell, HP, Acer), related peripherals, including printers, necessary software, cables, warranties, electronics, home & appliances and other products that may become available pursuant to installment purchase contracts to employees of Agent’s clients that agree to offer the product to their employees and that agree to allow payroll deduction of such payments. In addition, the Company will provide all necessary sales support and assistance, support the enrollment process and provide employees with the opportunity to purchase pursuant to telephone or internet ordering, administer the payroll deduction purchase contract for each participating employee, provide appropriate customer service for employees and timely pay earned commissions pursuant to the schedule attached hereto as Exhibit “A”. (In setting up the payroll deduction installment sales program, Company may also assist Agent’s clients in acquiring cash discount purchase opportunities with computer manufacturers for their clients’ employees. This is NOT part of the Company’s product and Company does not pay commissions on such sales.)

2. Best Efforts. The Agent agrees to use its best efforts to market and sell the Product during the Term, as set forth below, to its Clients. The Company shall set the terms for all such marketing. The Agent acknowledges that Company does and shall continue to market Program itself and through other parties, and that Agent does not have any exclusive marketing rights or any exclusive territory.

3. Independent Contractor Status. Agent’s relationship with the Company is that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship. The Agent is solely responsible for and will file, on a timely basis, all tax returns and payments required to be filed with or made to any federal, state or local tax authority, on behalf of Agent and its employees with respect to Agent’s performance of the services and receipt of compensation pursuant to this Agreement, including, without limitation, amounts required to be paid for (i) social security, (ii) federal, state or any other employee payroll taxes, (iii) federal unemployment taxes, (iv) workers’ compensation, (v) disability insurance, and (vi) any similar items.

4. Commissions. The Agent shall receive a commission for their performance of the Agreement, as set forth in Attachment "A" to this agreement. In all instances herein, "commission" shall be defined as a percentage of cash receipts received by the Company from the sale of products pursuant to payroll deduction installment agreement minus shipping and handling, taxes, and other pass through costs for sales of all products including personal computers, accessories, and other items that may be sold in the future. Commissions shall be paid on cash receipts of product sales, approximately thirty (30) days after the end of the month of receipt by the Company. Commissions shall survive the termination of this agreement for a period of two years after such termination, unless the underlying client agreement has been cancelled.

The Company reserves the right to renegotiate this commission accordingly upon written notice to Agent, and under special circumstances may require a different commission in order to ensure profitability of the account. It is understood that the Company reserves the right to accept or reject any potential client and that if a client is rejected, no commissions are due the Agent.

5. Marketing. Agent agrees to market the Company's product to its clients utilizing Company approved marketing materials. Agent shall not undertake any marketing campaign nor conduct any advertising of Company's product outside of direct client solicitations without the Company's express knowledge and consent. Any such advertising or marketing materials shall be submitted to the Company for approval prior to publication.

All work products, including web site creation, employer marketing pieces, employee marketing pieces produced or otherwise resulting from the provisions of the product unless created solely by Agent as a direct result of a specified enrollment, shall be the property of the Company.

6. Term; Termination. The term of this Agreement ("Term") shall commence on the date hereof and shall continue for two (2) years, subject to automatic renewals of the Term for successive two (2) year periods, unless either party terminates this Agreement by giving the other party written notice of said termination at least sixty (60) days prior to the desired termination date. This Agreement may also be terminated by either party in the event of a material default hereunder by the other party, which default is not cured within thirty (30) days after notice of the default is given by the party seeking to terminate the Term. Either party may terminate this Agreement immediately if the other party shall become insolvent or has filed for bankruptcy protection. Each party shall remain liable for any amounts due or accrued (including damages for breach of covenants) as of the effective date of termination of the Term, and under all covenants herein that expressly survive termination of the Term. All provisions of this Agreement necessary to protect and enforce any party's rights herein shall survive the termination of this Agreement.

7. Non-Disclosure Agreement. The Parties have exchanged, and intend to further exchange, confidential information, as may be necessary to further the objectives of the Agreement. Each Party agrees that all confidential information communicated to it by the other Party, its affiliates or customers, whether before or after the date of this Agreement, (a) will be held in strict confidence, (b) will be used only for the purpose of promoting this Agreement, during the term hereof, and not to the detriment of the disclosing Party, and (c) will not be disclosed to any other Party without the prior written consent of the disclosing Party. Upon termination or expiration of this Agreement, each Party shall, at the disclosing party's option, either return to the disclosing party, or destroy, all copies of the confidential information of the disclosing party in its possession. The obligations of each Party pursuant to this Section shall not apply to confidential information that (i) has

entered or enters the public domain or becomes generally available to the public without breach of this Agreement, (ii) is hereafter properly disclosed to such Party by a third party without breach by such third party of any confidentiality agreement to which such third party is a party, (iii) such Party can show, by written evidence, was independently developed by its employees or consultants without the use of or reliance upon the other Party's Confidential Information, or (d) is disclosed to such Party pursuant to court order or other legal process (provided such disclosure is limited to the specific information required to be disclosed by such court order or other legal process). Access to confidential information shall not preclude an individual who has seen confidential information from working on future projects that relate to similar subject matters, provided that the individual does not make use of, rely upon or reference the confidential information.

8. Non-Compete. During the term of this Agreement and for a period ending twenty-four (24) months after the termination of this Agreement, Agent will not, directly or indirectly, for its own account or otherwise, or as employee, officer, director, shareholder, partner, member, joint venture, or otherwise:

- A. Create an entity which offers employees the ability to purchase computers and pay for the cost through payroll deduction;
- B. Contact any employer who has signed an agreement with Company in order to replace such agreement with a competitor of Company; or,
- C. Offer, sell, represent, become an agent of any competing business within the United States.

If Company cannot fulfill its obligations under this Agreement, this is a material breach by Company and Agent shall have the rights to joint venture, or otherwise sell, represent, become an agent of any competing business within the United States. However, should Agent breach this provision, the Company will not be obligated to continue payment of commissions on any accounts opened by Agent.

9. Mutual Non-Solicitation. During the term of this Agreement, and for a period of twenty four (24) months, Company shall not intentionally, directly or indirectly, for itself or on behalf of anyone else, contact any client of Agent, who has signed an agreement with Company for the purpose of providing said client with any product or Program, other than in accordance with the terms of this Agreement.

During the term of this Agreement, and for a period of twenty four (24) months thereafter, Agent shall not replace the Company's product at any client with a competing product or service.

10. Indemnification. Each Party agrees to indemnify, hold harmless and defend the other Party and its officers, directors, employees and affiliates from and against any and all losses, claims, damages, demands, actions, judgments, settlements, costs (including reasonable attorneys' fees) and expenses arising out of or in connection with a third party claim that any of a Party's intellectual property licensed hereunder infringes an intellectual property right of another.

11. Limitations of Liability. Except for the Company's obligations to pay commissions as provided herein, in no event shall either party be liable to the other party in connection with this agreement for any amounts representing loss of profits or revenue, loss of data, loss of business or indirect, special, consequential, exemplary or punitive damages.

12. Assignment. Neither Party shall have the right to assign its rights or obligations under this Agreement without the prior written consent of the other Party. Subject to the foregoing restriction, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

13. Governing Law; Venue; Arbitration. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of Georgia, without reference to its rules of choice of law. If any provision of this Agreement is held unlawful, invalid or unenforceable, it shall be deemed stricken from this Agreement without affecting or impairing the legality, validity or enforceability of the remaining provisions hereof. Any legal action arising from or relating to this Agreement shall proceed only in the courts of Fulton County or DeKalb County, Georgia, and Agent hereby agrees, upon Company's request, to submit to the jurisdiction of said courts. All disputes between the parties regarding this Agreement shall be subject to binding arbitration by an arbitrator or panel of arbitrators, with an appropriate understanding of electronic communications and commerce, in Georgia in accordance with the Commercial Arbitration Rules of the American Arbitration Association then obtaining, and judgment may be entered on any award. The parties hereby agree that in any suit, action or proceeding arising out of this Agreement, each party shall bear their own costs and attorney fees in conjunction therewith, including but not limited to fees and disbursements in administrative, regulatory, bankruptcy and appellate proceedings.

14. Notices. All notices under this Agreement shall be made in writing and shall be deemed to have been given if personally delivered or mailed by certified mail, postage pre-paid, return receipt requested, to the other Party at its address set forth above or to such other address as said Party may hereafter designate in writing.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified or rescinded except by a written instrument signed by authorized representatives of the Company and Agent. The parties hereby agree if any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

16. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument. A signature of a party transmitted by facsimile shall constitute an original for all purposes.

17. Authorization. Each Party represents that the person executing this Agreement on its behalf is fully authorized and empowered to do so, and that this Agreement constitutes a valid and binding obligation of said Party fully enforceable in accordance with its terms. Each representing party is a duly organized and validly existing corporation or organization, in good standing in the respective jurisdiction of its incorporation or organization.

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law on the date first written above.

BY: _____ BY: _____
For Agent For Purchasing Power, LLC

Print Name / Title

Print Name/ Title

Primary Agent Contact: _____

Email: _____ Phone: _____

Secondary Agent Contact: _____

Email: _____ Phone: _____

ATTACHMENT "A"

Agent shall receive a commission for his/their performance under this Agreement, as follows:

A. For all cases the Agent shall be paid Seven (7%) percent as the writing agent. The 7 % covers any referring broker as well. This percentage is spread across a referring and primary broker whereby the referring broker percentage would only apply for the first case for the first year in which it is brought in by the primary broker. Under all circumstances outlined below, a primary broker must be identified.

The Writing Agent shall be paid the commission from the cash receipts of the Company for sales of all products sold pursuant to Company's payroll deduction installment sales program to employees of Agent's clients. Cash receipts are defined as a percentage of cash receipts received by the Company from the Employer for the sale of products minus shipping and handling, taxes, interest payments and other pass through costs for sales of all products including personal computers, accessories, appliances and other items that may be sold in the future.

B. Where a referring broker is utilized, the percentage would only be applicable on the first case brought in by the primary broker. The referring broker percentage would be allocated back to the primary broker or brokers involved after the first year. In any and all cases that involve a referring broker, a separate referring broker agreement must be agreed to and signed by all involved parties. (See Addendum to Agreement)

No commissions are payable on any contracts which are no longer being paid pursuant to payroll deduction (terminations, leaves of absence, etc) or for sales of any computers pursuant to a Manufacturer's cash discount program.

Acknowledged, this ____ day of _____, 2011.

Agent

Purchasing Power, LLC

Print name & title

Print name & title