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Agency Agreement

State of Alabama

This Agency Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of the date set forth at the end of this document by and between the following parties:

_____, who will hereinafter be referred to as "Principal," having a primary address at the following:

_____

and _____, who will hereinafter be referred to as "Agent," having a primary address at the following:

_____

Principal and Agent may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Principal is involved in the business of the following:

_____

WHEREAS, the Principal desires to appoint and engage the Agent as its lawful agent and representative to perform the services (hereinafter defined and referred to as "Services") described hereunder;

WHEREAS, the Agent agrees to accept such appointment and to represent the Principal and perform such Services in the territory described herein, under the terms and conditions in this Agreement;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - APPOINTMENT:

Principal hereby appoints Agent as its exclusive agent in the territory described below.

Agent will perform the following Services for Principal, in accordance with the terms and conditions of this Agreement:

_____

Article 2 - SCOPE OF AUTHORITY:

Agent shall have specific, limited authority to bind Principle. As such, the scope of Agent's authority, and any limitations included therein, is as follows:

_____

Article 3 - TERRITORY:

Agent shall perform the Services for the Principal in the following territory (the "Territory"):

_____

Article 4 - TERM:

Agent shall begin performing the Services for Principal on the following date: _____ ("Start Date"). Agent will continue performing the Services for Principal until the following date: _____ ("End Date"). This Agreement will automatically renew for terms of the exact duration of the first term until terminated by either of the Parties as described elsewhere in this Agreement.

Article 5 - PAYMENT:

For performing the Services hereunder, Principal will pay Agent an hourly fee.

Agent will be paid the following: $2 (two US dollars). Agent will receive this fee at the following times: _____.

Additional details as to Agent's payment are as follows:

_____

Article 6 - EXPENSES:

The Agent will be responsible for any and all expenses incurred in the performance of Services under this Agreement.

Article 7 - TAXES:

Agent shall be responsible for the payment of any and all taxes incurred by Agent under this Agreement. As the Parties do not have an employment relationship, Principal shall not be liable for any taxes.

Article 8 - INSURANCE:

Agent will be required to maintain the following insurance throughout the duration of this Agreement:

_____

Article 9 - INSPECTION OF RECORDS:

Agent shall keep accurate records of time spent on Services for Principal. Such records shall be subject to inspection by Principal at any time upon reasonable notice, during reasonable hours, by Principal or any of Principal's authorized representatives.

Article 10 - TERMINATION:

The Parties may terminate this Agreement prior to a renewal period, as long as 2 days'

written notice is given prior to the expiration of the current period.

If the Agreement is not terminate prior to a renewal period, and is instead terminated at any other time, the Party that would like to terminate must give 2 days' written notice to the other Party.

This Agreement may also be terminated by the Principal at any time, without notice, if Agent breaches any of the terms and conditions herein. It may also be terminated by the Principal in case of Agent's insolvency, bankruptcy, death or disability.

Article 11 - EXCLUSIVITY:

Agent hereby represents and warrants that Agent will act exclusively for the Principal and will not engage in any other Services for any other individual or organization.

Article 12 - INTELLECTUAL PROPERTY:

Agent hereby acknowledges and agrees that all intellectual property belonging to or in the name of Principal, including, but not limited to all registered copyrights, trademarks and service marks, as well as any patent or patent application, shall be and remain the exclusive property of Principal, and Agent shall not at any time acquire or claim any right, title or interest in or to any such intellectual property.

Article 13 - INDEMNIFICATION:

Agent and Principal hereby warrant and agree to hold each other harmless and indemnify each other against any and all demands, claims, or costs which may have arisen from negligence in the performance of any duties under this Agreement.

Article 14 - LIMITATION OF LIABILITY:

In no event shall either Party under this Agreement have any liability to the other for any special, consequential, exemplary, incidental, or punitive damages arising out of this Agreement or in connection with any Services performed under this Agreement.

Article 15 - RELATIONSHIP:

The Parties agree that nothing herein shall be construed to create any type of relationship, such as an employment relationship or joint venture, other than the Principal-Agent relationship for the specific Services designed hereunder.

Article 16 - COMPETITION

During the course of this Agreement, Agent agrees to refrain from engaging, directly or indirectly, in any form of commercial competition (including, but not limited to, through business, marketing, investment or financial activities) with the Principal. The Agent agrees not to engage in any form of commercial competition either single-handedly or through the employment or contracting with a third-party or organization. Specifically, the Agent shall not:

a) Use any of the business information given by Principal to Agent directly or indirectly to procure a commercial advantage over the Principal or otherwise use any designs, ideas or concepts created by or belonging to the Principal without the express written consent of the Principal;

b) Solicit the clients or customers of the Principal to provide services or supply goods to them of the same or a similar type to those provided by the Agent during the course of this Agreement and for a period of one year following the termination of this Agreement;

c) Endeavour to entice away from the Principal or employ or offer to employ any person who is employed by the Principal during the term of this Agreement and for one year following the termination of this Agreement, whether or not the person would commit a breach of his or her contract of employment by being enticed or accepting employment with them. This prohibition shall not apply to the recruitment of any such employee who has answered a bona fide advertisement or been recruited by an agency to the Agent, if the Agent has not given directly or indirectly any form of encouragement to that employee to do so.

Article 17 - CONFIDENTIALITY:

The Parties agree that the terms of this Agreement shall be kept confidential and secret. No Party shall publicly comment on the terms contained within this Agreement. Specifically, if Agent does so, this Agreement shall be subject to immediate termination by the Principal.

Article 18 - GENERAL PROVISIONS:

a) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

b) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

c) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

d) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

e) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

f)

g)

h) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

i) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

j) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

k) FORCE MAJEURE: Agent is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural

disasters, and other acts which may be due to unforeseen circumstances.

l) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: i) Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail, airmail, or e-mail, to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out below or other email address as that Party may from time to time notify to the other Party in accordance with this clause. The relevant contact information for the Parties is as follows:

Principal:

_____

Agent:

_____

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail), or next working day after sending (in the case of e-mail).

In proving the giving of a notice, it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched, and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Agent Name: _____

Signature: _____

Date:_____

Principal Name: _____

Signature: _____

Date:_____