SALES REPRESENTATIVE AGREEMENT (OUTSIDE US)

EFFECTIVE DATE: [EFFECTIVE DATE]

PARTIES:

 [COMPANY], including all of its subsidiaries and affiliates

 [COMPANY ADDRESS] (the "Company")

 [REPRESENTATIVE NAME]

 [REPRESENTATIVE ADDRESS] (the "Representative")

RECITALS:

A. Company is engaged in the business of developing, manufacturing and selling [PRODUCT NAME] for industrial, commercial and individual markets;

B. Representative has skill and experience in selling products similar to Company's products; and

C. Company and Representative desire to establish a relationship in which Representative will solicit orders within a particular territory for a certain Company product under the terms of this Agreement.

AGREEMENT:

 The parties, each intending to be legally bound, agree as follows:

1. Term. This Agreement shall begin as of the date set forth above and shall remain in force for [NUMBER OF MONTHS] months, unless sooner terminated under the provisions of [SECTION 10] below.

2. Designation as Sales Agent. Subject to the terms and conditions of this Agreement, Company hereby appoints Representative as its agent for the promotion and solicitation of orders for the products specified in [EXHIBIT A] attached hereto (the "Products") for the particular territory listed on [EXHIBIT B] (the "Territory"). Company may, in its sole discretion from time to time, amend [EXHIBIT A] & [EXHIBIT B] by adding to the Products listed or by adding to the Territory listed, upon written notice of such change to Representative.

3. Representative's Duties. Representative agrees to perform the following duties at its' own expense:

3.01 Promotion of Products. Representative shall devote its best efforts to promote the sale of and stimulate interest in the Products within the Territory. Representative shall investigate and follow up on any and all inquiries from customers within the Territory, however generated, and shall promptly handle all correspondence and personal contact as required in pursuing such leads.

3.02 Orders. Representative shall only quote such prices and terms as are authorized in writing from time to time by Company. Representative shall promptly forward to Company all orders for the Products obtained by Representative for acceptance or rejection by Company in its sole discretion.

3.03 Customer Audit. Representative shall promptly forward to Company all available credit data or financial information of customers. At Company's request, Representative shall assist Company in the collection of past due invoices to customers.

3.04 Customer Complaints. Representative agrees to immediately report to Company any customer complaints and, at Company's request, investigate and report on any complaints concerning the Products sold to customers.

3.05 Product Warranties. Representative shall not make any warranty or representation as to the Products except such written warranties, representations and remedies as Company may provide in writing to Representative.

3.06 Advertising by Representative. Representative shall secure Company's prior written approval on all advertising materials, sales or product literature, publicity releases and other promotional materials regarding the Products proposed for use by Representative.

3.07 Use of Company's Name. Representative shall not use the name of Company or any other similar name or any trademark, trade name or service mark of Company which may in any way result in confusion or lead a third party to believe that Company and Representative are not separate and distinct entities.

3.08 Customer Service. During the term of this Agreement, Representative shall provide all technical and sales support reasonably requested by Customer relating to the Products and their uses by Customer, including but not limited to, having personnel at Customer's site to provide such technical and sales support.

3.09 Noncompetition. During the term of this Agreement and for [NUMBER OF MONTHS] thereafter, Representative shall refrain from directly or indirectly selling, promoting or brokering within the Territory any items which are in competition with the Products, as determined in Company's reasonable judgment.

4. Sales Performance Criteria.

4.01 Minimum Sales Objectives. Representative shall submit orders for Products from customers within the Territory to Company during the first [NUMBER OF MONTHS] period during the term of this Agreement which in the aggregate have a Net Selling Price of $ Dollar amount ("Minimum Sales Objective"). For purposes of this Agreement, "Net Selling Price" means the gross dollar amount invoiced by Company less all federal, state and local taxes, freight allowances, trade and/or cash discounts, returns and refunds.

4.02 Establishment of Future Minimum Sales Objectives. At the end of the initial Minimum Sales Objective period, Company agrees to establish in good faith new Minimum Sales Objectives for each successive [NUMBER OF MONTH] period during the term of this Agreement.

5. Indemnification. Representative shall indemnify and hold Company harmless from any expense which Company may incur as a result of any claim arising out of any act or omission by Representative or any of its agents or employees.

6. Sales Agent's Commissions.

6.01 Standard Commissions. Company will pay Representative, as Representative's sole compensation hereunder, number% of the Net Selling Price (as defined in [SECTION 4.01]) of amounts paid for Products by customers.

6.02 Payment of Commissions. Commissions shall not be deemed to be earned by Representative until receipt of payment for each such order by Company. Commissions shall be paid on or before the [NUMBER OF DAYS] of the month following the month during which the commission was earned.

7. Nondisclosure of Confidential Information.

7.01 Definition. The term "Confidential Information" as used in this Agreement means any information or compilation of information, not generally known, which is proprietary to Company and relates to Company's business, including, without limitation, trade secrets, information contained in or relating to the Products, product specifications, manufacturing methods, sales techniques, marketing plans or proposals, existing or potential customer lists, product prices and sale terms and all other financial information of Company. Such information shall be treated as Confidential Information irrespective of its source. All information which Company identifies as being "confidential" or "trade secret" shall be presumed to be Confidential Information.

7.02 Nondisclosure. During the term of this Agreement and at all times thereafter, Representative shall hold in strictest confidence and will never disclose, transfer, communicate, convey or make accessible to any person or use in any way for Representative's own or another's benefit or permit to be used in competition with Company, any Confidential Information, whether oral or written. Representative will refrain from such acts and omissions which would reduce the value of the Confidential Information to Company.

8. Independent Contractor. Representative acknowledges that it is an independent contractor and is not and shall not be deemed to be an employee, joint venturer, partner, franchisee or legal representative of Company for any purpose whatsoever. Accordingly, Representative shall be exclusively responsible for the manner in which it performs, and for the profitability or lack thereof of, its activities under this Agreement. Representative does not have, and shall not represent itself as having, any right or authority to obligate or bind Company in any manner whatsoever.

9. Representations and Warranties. Representative makes the following representations and warranties:

9.01 Compliance with Company's Code of Conduct. Representative has received, read and understands Company's Code of Conduct and agrees to comply with the terms of the Code in all transactions related to Company.

9.02 Foreign Corrupt Practices Act ("FCPA") Compliance. Representative has read and understands Company's policy on FCPA compliance and has not and will not violate the FCPA. Representative willfully supports Company's activities to prevent violations of the FCPA.

Further, Representative has not made, authorized, or offered any payment or the giving of anything of value (directly or indirectly) to any foreign official, political party, or officer thereof, candidate for political office, or to any third party knowing the payment will be made to someone in the above list to influence that entity to use its authority to sway any government act or decision to obtain or retain business for Company. Representative must certify to Company annually on the form attached as [EXHIBIT C] that Representative is still acting in compliance with the provisions of this section.

9.03 Accuracy of Financial Records. All financial records and billings of Representative related to Company will accurately and fairly reflect the underlying facts, activities, and transactions.

9.04 Compliance with Applicable Law. Representative has conducted and will conduct Representative's transactions related to Company in compliance with all applicable laws.

10. Termination. This Agreement may be terminated prior to the end of its term pursuant to any of the following provisions:

10.01 By either party, effective [NUMBER OF DAYS] after delivery of written notice to the other party, with or without cause.

10.02 By mutual written agreement executed by both parties.

10.03 By Company effective immediately upon delivery of written notice if (i) Representative is convicted of or enters a plea of guilty or no contest to a charge of violating any law relating to Representative's business, (ii) Representative takes any action which impairs the goodwill associated with Company's trademark, trade name or service mark, or makes any unauthorized use or disclosure of any Confidential Information (iii) Representative fails to meet the Minimum Sales Objectives, or (iv) Representative violates any applicable provision of Company's Code of Conduct.

11. Obligations Upon Termination. Following termination of this Agreement for any reason, the following provisions shall apply:

11.01 Documents and Tangible Property. All documents containing any Confidential Information shall be returned to Company.

11.02 Payment of Commissions. Company's sole obligation to Representative upon expiration or proper termination of this Agreement shall be to pay commissions determined in accordance with the provisions of [SECTION 6] on any orders for Products actually received, accepted and shipped by Company prior to the expiration or termination of this Agreement and then only if payment is made by the customer to Company within [NUMBER OF DAYS] after the effective date of expiration or termination. Representative hereby acknowledges that it has no right to and waives any implied rights to any reimbursement for lost profits or income or any other loss, cost or expense resulting from expiration or termination of this Agreement in accordance with its terms.

11.03 Continuing Obligations. The obligations of Representative under [SECTION 7] herein shall survive the termination of this Agreement and shall continue in full force and effect.

12. General Provisions.

12.01 Severability and Interpretation. In the event that a provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions shall be enforced in accordance with their terms.

12.02 Notices. Any notice required or permitted to be given under this Agreement shall be deemed effective when received if delivered by hand, telecopy, telex or telegram or [NUMBER OF DAYS] after depositing if sent for delivery by overnight mail, registered or certified mail, return receipt requested, postage prepaid and addressed to the appropriate party at the address set forth on the first page of this Agreement.

12.03 Nonassignment. Representative shall not assign, transfer or sell all or any part of its rights or obligations hereunder without the prior written consent of Company.

12.04 Limitation of Remedy. Company shall have no liability to any person for indirect, special, incidental or consequential damages of any description, whether arising out of warranty or other contract, negligence or other tort, or otherwise.

12.05 Controlling Law and Forum. This Agreement shall be deemed to have been made in the State of Delaware and shall be governed by and construed in accordance with the laws of the State of Delaware. The parties agree any enforcement or legal action brought on account of or in connection with this Agreement, or the relationship between the parties, shall be commenced in, and each party hereby consents to personal jurisdiction in and the venue of, the District Court of the State of Minnesota, Hennepin County and in the United States District Court, District of Minnesota.

12.06 Entire Agreement. This Agreement, together with the exhibits hereto constitutes the entire Agreement between parties and supersedes any and all prior and contemporaneous oral or written understandings between the parties relating to the subject matter hereof.

12.07 Signatures. This Agreement may be executed and delivered (including by facsimile or Portable Document Format (pdf) transmission) in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Facsimile or pdf transmission of any signed original document or retransmission of any signed facsimile or pdf transmission will be deemed the same as delivery of an original. At the request of any party, the other parties will confirm facsimile or pdf transmission by signing a duplicate original document.

The parties have executed this Agreement effective the day and year entered on the first page hereof.

Company

Signature:

Name: [COMPANY SIGNATORY NAME]

Title: [COMPANY SIGNATORY TITLE]

Representative

Signature:

Name: [REPRESENTATIVE SIGNATORY NAME]

Title: [REPRESENTATIVE SIGNATORY TITLE]

EXHIBIT A

PRODUCTS LIST

[LIST OF PRODUCTS]

EXHIBIT B

TERRITORY

[DESCRIPTION OF TERRITORY]

EXHIBIT C

CERTIFICATION

Foreign Corrupt Practices Act Certification of Company Agent

I, [COMPANY AGENT], attest and certify that I have no knowledge of any offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to a foreign official, foreign political party, or any candidate for foreign political office, or to any person, knowing that all or a portion of the money or thing of value will be offered, given, or promised, directly or indirectly, to obtain or retain business or payments to obtain favorable legislation, regulations, or rulings which would benefit Company's business.

I further attest and certify that, in accordance with Company's policy and to the best of my knowledge, all books, records, and accounts for which I am responsible or of which I am aware through my business activities and fairly reflect all transactions and uses of Company's assets.

Dated: [CERTIFICATION DATE]

Signature: [COMPANY AGENT SIGNATORY NAME]

To be signed and promptly returned to:

[COMPANY CONTACT NAME]

[COMPANY CONTACT TITLE]

[COMPANY NAME]

[COMPANY ADDRESS]