

Principal, whichever occurs first. Commissions earned by Representative shall be computed on the net amount of the invoice rendered for each order or part of an order, exclusive of freight and transportation costs (including insurance), normal and recurring bona fide trade discounts and any applicable sales or similar taxes. All commissions earned by Representative shall be due and payable to Representative on or before the twentieth (20th) date of the month immediately following the month during which the invoice applicable to an order is sent by Principal.

**6. Term.** This Agreement shall continue in full force and effect until the date ("Termination Date") set forth in a notice given by one party to the other indicating such party's election to terminate this Agreement, which Termination Date shall be at least one-hundred twenty (120) days after the date notice of such election is given. Alternatively, this Agreement may be terminated at any time by mutual written agreement between both parties hereto. If this Agreement shall terminate for any reason whatsoever, Representative shall be entitled to receive Representative's full commissions determined in accordance with provisions of Paragraph Five with respect to orders solicited prior to the effective date of such termination, regardless of when such orders are accepted by Principal (provided Representative can demonstrate such orders were solicited prior to the effective date of such termination) and regardless of when such shipments are made or invoices rendered.

**7. Hold Harmless.** Principal shall save Representative harmless from and against and indemnify Representative for all liability, loss, costs, expenses or damages however caused by reason of any Products (whether or not defective) or any act or omission of Principal, including but not limited to any injury (whether to body, property or personal or business character or reputation) sustained by any person or to any person or to property, and for infringement of any patent rights or other rights of third parties, and for any violation of municipal, state or federal laws or regulations governing the Products or their sale, which may result from the sale or distribution of the Products by the Representative hereunder. This Agreement shall be subject to and shall be enforced and construed pursuant to the laws of the State ("Representative's State") where the Representative's principal office is located, as set forth below. Principal hereby appoints as its Agent for service for process in connection with any action brought by Representative against Principal hereunder the Secretary of State of Representative's state of residence at the time such action is brought. In the event of litigation, the prevailing party may recover interest, court costs and reasonable attorney's fees. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**8. Entire Agreement.** This Agreement constitutes the sole and entire Agreement between Principal and Representative, and supersedes all prior and contemporaneous statements, promises, understandings or agreements.

**9. Notices.** Any notice, demand or request required or permitted to be given hereunder shall be in writing and shall be deemed effective twenty-four (24) hours after having been deposited in the United States mail, postage pre-paid, registered or certified, and addressed to the addressee at his or its main office, as set forth below. Any party may change his or her address for purposes of this Agreement by written notice given in accordance herewith.

(PRINCIPAL): \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Principal's address: \_\_\_\_\_

(REPRESENTATIVE): \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Representative's address: \_\_\_\_\_