

## MHO Networks AGENT AGREEMENT

In consideration of the mutual benefits to be derived from this agreement, MHO Networks (hereinafter referred to as "MHO") with its principal business at 1190 S. Colorado Blvd, Suite 100, Denver, CO 80246, authorized to do business in the state of Colorado, and the undersigned Agent ("Agent") agree as follows:

**1. DEFINITION:** For the purposes of the Agreement, the following terms apply.

"Agent Program" shall refer to the Agreement between MHO and Agent under which MHO is to provide MHO Service to Subscribers and agrees to make payment to Agent based upon Subscribers' usage according to the terms of this Agreement.

"MHO Service" shall refer to Internet services offered to the public.

"Subscribers" shall refer to those individuals or companies sold by Agent that have satisfied applicable requirements established by MHO.

**2. DUTIES OF MHO:** MHO will provide MHO Service to Subscribers provided that (a) MHO internet services generally are available to the public in the geographic area for which MHO service is desired; (b) Agent is not in default of any other obligations to MHO.

MHO will supply to Agent updated reports that identify all accounts sold by Agent and the revenue generated by these accounts for any given month through a secured web page where they will have a logon and a username in order to access these vital statistics.

MHO will charge individual Subscribers on a monthly basis. All sums due from Subscribers are the sole property of MHO, and MHO shall have the sole right to collect, enforce collection and settle all such accounts.

**3. DUTIES OF AGENT:** During the term of this Agreement, Agent will actively identify and solicit Subscribers.

MHO will supply Agent all sales and marketing material, which may include posters, brochures, handouts and CDs. Agent will not use any other sales or marketing material related to MHO without prior consent of MHO.

**4. FEES PAYABLE TO AGENT:** MHO Networks Partners will be compensated one of two ways, neither of which are mutually exclusive (i.e. many MHO Partner's will be both Silver and Gold partners, depending on their relationships with the third party ("Customer")):

**Option One [Silver Partner]** will be a paid compensation plan of 5% of the gross revenue of one year of service (excluding any line fees or equipment fees), for whatever services for which the MHO Silver Partner indirectly signs-up or refers the Customer. The MHO Silver Partner will use a pre-assigned and exclusive Partner ID in reference to any sign-ups or referrals in order to receive compensation for that referral. The MHO Partner will be paid their compensation for any given sign-up or referral during the month immediately following the month that the customer is installed and makes their first monthly payment to MHO for the respective services.

**Option Two [Gold Partner]** will be a paid compensation plan of 10% of the gross revenue of one year of service (excluding any line fees or equipment fees), for whatever services for which the MHO Partner directly signs-up and delivers a contract to MHO for the Customer. The MHO Gold Partner will use a pre-assigned and exclusive Partner ID, as well as a customized contract with their Partner ID labeled on it in order to receive compensation for that sign-up. The MHO Gold Partner will be paid their compensation for any given signed contract during the month immediately following the month that the customer is installed and makes their first monthly payment to MHO for the respective services

Agent Initial Here: \_\_\_\_\_

MHO Representative: \_\_\_\_\_

5. **TERM:** The term of the Agreement shall be one (1) year from the effective date stated below, and shall automatically renew for one (1) year periods thereafter. As of the end of the initial term or as of the end of any subsequent one (1) year period, either party may terminate this Agreement without cause upon not less than thirty (30) days prior written notice.
6. **CONFIDENTIALITY:** Each party acknowledges that, during the term of this Agreement, it will be provided with confidential information relating to the business policies and procedures and products of the other party. Each party agrees that it will not use such confidential information for any purpose except the performance of this Agreement, and that it will not disclose any such confidential information to any third party unless such disclosure is authorized in advance by the other party in writing or is required by Order of the Court or regulatory agency of competent jurisdiction with notice of same being given to the other party.
7. **TERMINATION:** Upon written notice by either party of the other party's failure to abide by its covenants herein, the defaulting party shall have thirty (30) business days to initiate procedures to correct or remedy such deficiency; and in the event such deficiency is not corrected, the non-defaulting party may terminate this Agreement upon thirty (30) days written notice.
8. **INDEPENDENT CONTRACTOR STATUS:** Neither party is authorized or empowered to act for the other. Both parties agree not to do or allow any act which would imply apparent authority on the part of such party to act for the other. The acts to be performed by the parties are strictly and solely in their separate status and independent party contractors.
9. **LIMIT OF LIABILITY AND INDEMNIFICATION:** Both MHO and the Agent agree they will indemnify and hold each other harmless along with their officers, agents, directors and employees from and against any and all loss, claim, damage and expense (including reasonable attorney fees) arising out of any material breach of this Agreement by MHO or the Agent and/or out of any claims by any Agent member or other third party in connection with this program.
10. **AMENDMENT:** This Agreement states the entire understanding of the parties and may be alerted or amended only by an instrument in writing duly executed by the parties hereto.
11. **GOVERNING LAW:** This Agreement is governed by the laws of the state of Colorado.
12. **NOTICE:** Any notice appropriate or required to be given under this Agreement shall be delivered by certified or registered U.S. Mail, return receipt requested, as applicable.

Agent Initial Here: \_\_\_\_\_

MHO Representative: \_\_\_\_\_

13. **EFFECTIVE DATE:** The effective date of this Agreement is \_\_\_\_\_.

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

Print Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Federal ID #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

**MHO**

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

Print Name: \_\_\_\_\_

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

Address: 1190 S Colorado Blvd

Denver, CO 80246

\_\_\_\_\_

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

Sales ID #: \_\_\_\_\_

Agent Initial Here: \_\_\_\_\_

MHO Representative: \_\_\_\_\_