

INTERWEST COMMUNICATIONS AGENT AGREEMENT

This *Interwest Communications Agent Agreement* (“Agreement”) is made and entered into on _____ (“Effective Date”) by and between Interwest Communications Corporation, a Washington State Corporation with the principal place of business at 229 S. Wenatchee Avenue, Wenatchee, WA 98801 (“Interwest Communications”) and, _____, (“Contractor”) with a principal place of business or principal residence at _____. (All of the foregoing referred to individually as “Party” or collectively as the “Parties”).

I -DEFINITIONS-

- a. **Customer Agreement** shall mean an agreement between Interwest Communications and a Customer for the procurement by the Customer of Interwest Communications services and/or products (i) under which Interwest Communications receives Payments; and (ii) for which Contractor either (A) provided Interwest Communications the original lead no more than one hundred eighty (180) days prior to the execution of the Customer Agreement or (B) first initiated contact between Interwest Communications and the respective Customer and engages in reasonable, diligent efforts resulting in the execution of the Customer Agreement.
- b. **Customer** shall mean a potential commercial customer for which Contractor has submitted to Interwest Communications a “Submit a Lead Form” in accordance with Section 3 hereunder.
- c. **Submit a Lead Form** shall mean that form containing both a respective Customer’s contact information as further set forth in Section 3.
- d. **Service(s)/Product(s)** shall mean the service(s)/products(s) Interwest Communication provides to its Customers.

II **-INDEPENDENT CONTRACTOR-** Nothing in this Agreement will be considered to create the relationship of agent, joint venture, partner or employer and employee between the Parties. At all times, Contractor (including its employees and agents) will be considered an independent contractor, and Interwest Communications will not be responsible for any of Contractor’s expenses including, but not limited to, insurance, wages, benefits, and taxes which in any way relate to its personnel (whether employees, agents, contractors or other representatives). Neither this Agreement nor any of the services contemplated hereby is intended to or shall create a fiduciary relationship between Interwest Communications and Contractor.

III **-SCOPE OF DUTIES-** Contractor shall use its best efforts to successfully identify potential Customers (i.e. provide leads) for entering into Customer Agreements with Interwest Communications for Interwest Communications commercial products/services. Contractor shall submit to Interwest Communications a form in which the detailed information pertaining to the potential customer being referred to Interwest Communications must be included (the “Submit a Lead Form”; attached as Exhibit B) for each potential Customer. The scope of products/services to be provided and the manner in which those products/services are to be provided is further described in Exhibit A. Contractor shall work with Interwest Communications to determine when and how such products/services are provided in accordance with this Agreement and Exhibit A.

IV **-DURATION AND TERMINATION-** This Agreement will commence on the Effective Date and shall remain in effect until twelve (24) months from the Effective Date (“Term”). Notwithstanding any other terms or conditions of this Agreement, either Party may terminate this Agreement for any reason upon ten (10) days prior written notice to the other Party. In the event the Contractor has

failed to produce leads to Interwest Communications within six (12) months of the Effective Date of this Agreement, this Agreement shall be considered null and void.

- V -COMPENSATION-** Interwest Communications will compensate Contractor for products/services rendered in accordance with applicable provisions set forth in Exhibit A. Interwest Communications shall not pay Contractor any fees for any other services, work or other costs or expenses not expressly authorized herein. Only organizations holding property business legal status (e.g. Incorporation, LLC, and DBA) or legal residents of the United States who are at least eighteen (18) years old may receive compensation for products/services. Current employees of Interwest Communications as well as immediate family and household members of each employee are not eligible for compensation under this Agreement.
- VI -PRIVACY-** Contractor shall not be authorized to conduct any negotiations on behalf of Interwest Communications, conclude any contract on Interwest Communications behalf, make any representation, warranty, promise, or take any other action binding upon Interwest Communications. It is confirmed and agreed that in any event, Interwest Communications shall at its sole discretion, determine whether or not to enter into any Customer Agreement.
- VII -TAXES-** Contractor shall bear sole responsibility for payment of compensation to its personnel. Contractor will be solely responsible for the withholding and payment of any applicable local, state, or federal taxes for it and its personnel.
- VIII -RIGHTS UPON TERMINATION-**
- a. Compensation. Notwithstanding any other provision herein, in no event will the Contractor be entitled to the payment of Compensations on any lead that is installed after termination of this Agreement.
 - b. Contractor Claims. Upon termination or expiration of this Agreement, all claims of Contractor against Interwest Communications, including without limitation those pertaining to the Compensation hereunder are hereby waived unless made in writing to Interwest Communications by Contractor within sixty (60) days of which such Compensation would have been payable.
- IX -CONFIDENTIAL INFORMATION-** “Confidential Information” shall include any information, whether oral, written or observed, regarding the terms of this Agreement and Interwest Communications specifications, requirements, plans, programs, processes, technologies, products, costs, pricing, equipment, operations, finances or customer which may come within the knowledge of Contractor and Contractor’s employees, representatives and agents. Contractor shall hold Confidential Information in trust and confidence for Interwest Communications and shall not disclose such Confidential Information or use it for any purpose other than to perform as required by this Agreement.
- X -CONTRACTOR REPRESENTATIONS AND WARRANTIES-** Contractor represents and warrants as follows:
- a. Contractor has the ability, knowledge and expertise to perform adequately the duties hereunder. Any duties performed by Contractor pursuant to this Agreement shall be so done in a professional manner and in accordance with the highest industry standards.
 - b. All services or duties performed by the Contractor in connection with this Agreement shall be performed in compliance with all applicable federal, state and local laws, rules and regulations.

XI -MISCELLANEOUS-

Cooperation in Legal and Business Matters- Each party agrees to cooperate fully with the other in connection with any legal or business matter, dispute, claim or lawsuit, relating to the efforts performed hereunder or such other services provided pursuant to this Agreement.

Publicity- Neither the Contractor nor Interwest Communications shall use any name or logo or trademark of the other in any advertising or publicity without the prior written consent of the other.

Indemnification- Each party shall indemnify, defend and hold harmless the other, its affiliates, and each of their respective partners, officers, directors, employees and agents from and against any and all damages, claims, liabilities, judgments, actions, lawsuits, executions, costs (including reasonable attorney's fees and costs and expenses of legal actions) and expenses to the extent arising out of any breach of the indemnifying party's obligations hereunder, any misrepresentation made hereunder or in relation hereto by the indemnifying party, and/or any negligent or willful act or omission of the indemnifying party in relation to the subject matter of this Agreement.

Interwest Communications **SHALL NOT, BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, BE LIABLE TO THE CONTRACTOR FOR COMPENSATION, INDEMNIFICATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF ANY LOSS OF PROPECTIVE PROFITS OR ANTICIPATED SALES OR ON ACCOUNT OF EXPENDITURES, INVESTMENTS, LEASES OR COMMITMENTS MADE IN CONNECTION WITH THIS AGREEMENT OR THE ANTICIPATION OF EXTENDED PERFORMANCE HEREUNDER.**

Waiver- The waiver by wither party of a breach or violation of, or failure of either party to enforce, any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation or relinquishment of any rights hereunder.

Severability- The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall continue in full force and effect without said provision and will be interpreted to reflect the original intent of the Parties.

Attorney's Fees- In the event either party brings an action to enforce any portion of this Agreement, the prevailing in such action (whether the party seeking enforcement or the party defending such action for enforcement) shall be entitled to recover its costs and expenses, including reasonable attorney's fees and court costs, incurred in connection therewith.

Entire Agreement- This Agreement constitutes the entire agreement of the Parties and whether oral or written, between the Parties relating to the subject matter of this Agreement. This Agreement may only be amended or extended by a written agreement executed by the Parties hereto.

No Third Party Beneficiaries- The parties agree that the terms of this Agreement and the Parties respective performance of obligations hereunder are not intended to benefit any person or entity not a party to this Agreement, that the consideration provided by each party under this Agreement only runs to the respective Parties hereto and that no person or entity not a party to this Agreement shall have any rights hereunder nor the right to require the performance hereunder by either of the respective Parties hereto.

IN WITNESS WHEREOF, Contractor executes this Agreement by its duly authorized representative, and Contractor understands that such signature on Contractor's behalf on this contract shall bind Contractor to the terms hereof and that signature by an authorized representative of Interwest Communications is not necessary to effect the agreement of the parties hereto provided that Interwest Communications confirms and verifies Contractor's eligibility and qualifications for its agent program, notice of which Interwest Communications shall provide to Contractor via e-mail.

Contractor hereby acknowledges that it has read and fully understands the foregoing Agreement, including any and all attached Exhibits, and further, Contractor agrees to each of the terms and conditions contained therein. This Agreement will be effective as of Interwest Communications notice to Contractor as described above.

Contractor

Signature: _____ Title: _____

Printed Name: _____ Date: _____

EXHIBIT A

Products/Services: Scope and Compensation

Contractor acknowledges that it has read and understands the terms and conditions of the Agreement and this Exhibit A. This Exhibit A lists additional terms and conditions related to the performance and compensation for the specified products/services.

- A. **Leads.** Contractor shall use its best efforts to successfully identify potential Customers (i.e. provide leads) for entering into Customer Agreements with Interwest Communications for the sale of new phone systems. Contractor must submit to Interwest Communications a "Submit a Lead Form" listing each potential Customer that Contractor reasonably believes is interested in entering into a Customer Agreement with Interwest Communications, substantially in the Form of Exhibit B, attached hereto ("Submit a Lead Form")
- B. **Service Area.** Contractor shall provide leads in Interwest Communications serviceable footprint.
- C. **Contact with Interwest Communications.** Contractor will deliver Leads to Interwest Communications. An Interwest Communications Account Manager will be responsible for garnering a fully executed contract with that referral. Contractor shall inform Interwest Communications of any issues concerning Interwest Communications customers with which it has been in communication.
- D. **Compensation.** Without abrogating the terms of this agreement, Contractor shall be qualified for any lead given to Interwest Communications that (i) Contractor has submitted electronically a complete "submit a lead" form; and (ii) and culminates into Interwest Communications account manager setting an appointment with the decision maker, (iii) and/or culminates into Interwest Communications entering into a Customer Agreement with the referred party.
 - a. **Compensation Schedule.** In consideration for the products/services to be rendered by Contractor hereunder, Interwest Communications shall pay Contractor compensation equal to:
 - i. **Qualified Leads.** All qualified leads provided by Contractor and submitted using the "submit a lead form" will be eligible for twenty five dollars upon Interwest Communications setting an appointment with the decision maker.
 - ii. **Phone System Sales.** All qualified leads that result in a phone system sale will be eligible for one hundred (\$100) dollars (1-8 phones sold), one hundred fifty (\$150) dollars (9-30 phones sold), and three hundred (\$300) dollars (31+ phones sold).
 - iii. **Date Compensation Earned.** The compensation on a phone system sale will be deemed earned upon installation of products accompanied by an executed Customer Agreement. Qualified leads shall be deemed earned if Contractor has submitted a lead
 - iv. **Payment of Compensation.** All amounts payable by Interwest Communications shall be paid to contractor within (45) days after the appointment is set, and/or the installation is complete. Upon 30 days written notice, Interwest Communications may modify compensation terms under this agreement.
 - v. **Compensation Claims.** All compensation claims must be made to Interwest Communications within (90) days of date in which date in which payment to Contractor would have been to agent@interwestcorp.net