



Manufacturer's Representative Agreement

This Manufacturer's Representative Agreement is made and entered into this _____ day of _____, _____, by and between NRG EQUIPMENT INC., (hereinafter referred to as

"PRINCIPAL"), and _____, (hereinafter referred to as "SALES REPRESENTATIVE")

1. PRINCIPAL hereby appoints SALES REPRESENTATIVE as a Manufacturer's Representative to sell and to promote the sales of products manufactured or distributed by PRINCIPAL in the following territory': INSERT TERRITORY COVERED

and in the following distribution channel: HVAC
2. SALES REPRESENTATIVE shall diligently and faithfully serve PRINCIPAL as Manufacturer's Representative, SALES REPRESENTATIVE agrees that he will neither represent nor agree to represent any lines which compete directly with lines presently manufactured by PRINCIPAL unless SALES REPRESENTATIVE receives written authorization from the PRINCIPAL.
3. SALES REPRESENTATIVE will strictly abide by those restrictions on classes or types of customers and under no circumstances compete directly or indirectly with PRINCIPAL for sales to existing house accounts.
4. The relationship of SALES REPRESENTATIVE to PRINCIPAL is and always will be that of independent contractor. SALES REPRESENTATIVE shall never have authority to act for or on behalf of PRINCIPAL or to bind PRINCIPAL to any agreement of contract. SALES REPRESENTATIVES shall have no authority to incur any debt, liability or other obligation on behalf of PRINCIPAL. All orders obtained by SALES REPRFSENTATIVE are subject to final acceptance by PRINCIPAL. PRINCIPAL reserves to itself full discretion as to acceptance of any such orders and as to the time, place and manner in which any orders are filled.



5. PRINCIPAL agrees to pay SALES REPRESENTATIVE 10% commission, unless otherwise negotiated and confirmed in writing, on sales solicited and serviced by SALES REPRESENTATIVE within the territory. Any customers requiring Special Price Quotes (SPQ's) may have reduced commission. SPQ commissions will be negotiated between PRINCIPAL and SALES REPRESENTATIVE before making the sale. Commissions shall not be considered earned until payment has been received by PRINCIPAL from its customers. PRINCIPAL shall pay to SALE REPRESENTATIVE on or before the 15th of each month, a commission on shipments for which PRINCIPAL has received payment in the preceding month. All deductions or credits granted to customers by PRINCIPAL shall result in corresponding deductions in SALES REPRESENTATIVE's commission account. PRINCIPAL will supply copy of such deductions or credits to SALES REPRESENTATIVE monthly.
6. SALES REPRESENTATIVE shall have no right to assign this Agreement or assign, transfer or otherwise encumber any commission due SALES REPRESENTATIVE under this Agreement without PRINCIPAL's express written consent. Any attempted assignment shall be void and shall result in the immediate termination of the Agreement without notice or further action by PRINCIPAL.
7. SALES REPRESENTATIVE shall have the right to employ or appoint sub manufacturer's representatives within the territory described in Paragraph 1 provided, however, that no such employment or appointment shall have the effect of creating a contractual relationship between PRINCIPAL and any such sub representative or employee or any additional commissions.
8. PRINCIPAL shall have the right to request that SALES REPRESENTATIVE sell or solicit sales outside the territory described in paragraph I. Any such request shall be in writing. SALES REPRESENTATIVE shall have the right to refuse to sell or to solicit sales outside the territory. He shall make such agreement in writing. Commissions payable to SALES REPRESENTATIVES in the event of sales outside the territory at PRINCIPAL's request shall be agreed upon in writing prior to any solicitation.
9. SALES REPRESENTATIVE acknowledges that during the term of this Agreement he will have access to and become familiar with various trade secrets of PRINCIPAL, including, but not limited to patterns, devices, secret inventions, manufacturing processes, sales and marketing information, price information, compilations of information of records and specifications which are owned by PRINCIPAL and which are regularly used in the operation of PRINCIPAL's business. SALES REPRESENTATIVE shall not disclose any of the trade secrets directly or indirectly and shall not use them in any way, either during the term of this Agreement or at any time thereafter, except as required in the course of the performance of his duties under this Agreement. All files, records, documents, drawings, specifications, samples, equipment and similar items relating to PRINCIPAL's business, whether prepared by SALES REPRESENTATIVE or otherwise coming into his possession, shall remain the



exclusive property of the PRINCIPAL and shall be returned to the PRINCIPAL immediately upon termination of this Agreement. During the term of this Agreement, SALES REPRESENTATIVE shall not directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, shareholder, office, director, or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with PRINCIPAL's business Notwithstanding paragraph 10, any breach of paragraph 9 will result in immediate termination of this agreement and forfeit by SALES REPRESENTATIVE of any commissions owed by PRINCIPAL.

10. This Agreement may be terminated by either PRINCIPAL or SALES REPRESENTATIVE upon thirty (30) days' written notice. The ninety-day period shall commence upon deposit of the notice in the United States mail, postage prepaid and properly addressed, to the last known address of either party. In the event the PRINCIPAL terminates this agreement, commissions will be paid on all orders credited to the SALES REPRESENTATIVE and paid for by the customer within sixty (60) days from the date of the written notice of termination.
11. This Agreement is made and entered into in the Province of Ontario. It is to be construed and interpreted under the laws of the Province of Ontario without regard to its conflict of law rules. This Agreement may be modified only by an instrument in writing executed by both PRINCIPAL and SALES REPRESENTATIVE.

AGREED and ACCEPTED

By Principal:

NRG EQUIPMENT INC.

Date:

Print Name

Sign



By Sales Representative:

INSERT COMPANY NAME

Print Name

Sign

Date: