

CONFIDENTIALITY AGREEMENT CO-OP PROMOTIONAL AGREEMENT

This Co-Op Promotional Agreement ("Agreement") is made and effective this ___nd Day of _____, 200_ by and between _____ (hereinafter referred to as the "Reseller") and _____ ((hereinafter referred to as the "Vendor").

Vendor sells products under the trade name _____ (the "Product"). Reseller resells and/or promotes the sale of many goods.

Vendor and Reseller desire to arrange for Vendor to supply the following materials and pay to Reseller for Reseller's promotion of the Product as set forth herein.

NOW, THEREFORE, it is agreed:

1. Product Promotion. Reseller agrees to provide the following special promotion of the Product (the "Promotion"): [Promotional Activity]. Reseller will take all necessary steps to make sure that the Promotion is timely and completely carried out by doing one or more of the following, as appropriate: Personally delivering through messenger or other service to each of Reseller's selling locations or outlets the promotional material, informing local managers that Vendor's personnel will be present to provide additional training and or support, and the dates of the training and support; confirming with local managers that Reseller's obligations are being timely completed. If the Promotion involves placement of Vendor's advertising in a catalogue, tabloid or circular insert, Reseller shall insure that such advertisement or insertion, if any, is made exactly as specified in this Agreement.

2. Materials.

A. The following materials are provided by Vendor upon execution of this Agreement or will be provided shortly to enable Reseller to timely complete the Promotion: [Materials Provided by Vendor].

B. The following material is in the possession of Reseller and will be used by Reseller in performing the Promotion: [Materials Provided by Reseller].

3. Term. The Reseller will completely implement the Promotion not later than _____ and the promotion shall continue until _____.

4. Principal Contacts and Notices. The principal contact for each party for the purpose of discussing matters related to this Agreement is as follows:

If to Reseller:

and if to Vendor:

Any notice given pursuant to this Agreement shall be in writing to the individuals identified above by overnight delivery service.

5. Proof of Performance. Reseller shall provide Vendor reasonable proof that the Promotion has been completed on a timely basis including, but not limited to the following evidence: [Reseller Proof].

6. Fees & Charges. In consideration of the performance of the Promotion as set forth herein, Vendor shall pay Reseller \$_____. Vendor shall pay the fee to Reseller not later than thirty (30) days following Reseller's delivery to Vendor of proof of performance as set forth in Section 5 above together with Reseller's invoice. Reseller is not entitled to deduct the amount of its fees for the Promotion from amounts to be paid to Vendor for Product purchases or any other charges. In the event of a good faith partial performance by the Reseller, Vendor shall pay Reseller a pro rata portion of the fees, but only if Reseller has substantially completed its obligations in this Agreement.

7. Use of Marks. Vendor hereby grants to Reseller a limited right and license to use Vendor's name, logo, and trademarks (the "Marks") associated with the Product to perform Reseller's obligations in this Agreement. Use of the Marks is subject to Vendor's prior approval. Reseller's license in the Marks shall terminate upon the conclusion of the Promotion.

8. Complete Performance. In the event that Reseller fails to supply adequate proof of performance, or if Reseller has not substantially completed the Promotion for the benefit of the Vendor as set forth in this Agreement, then Vendor shall not be obligated to pay any part of the fee to Reseller. In such event, Vendor may offer to Reseller its next available similar promotional opportunity which Reseller may accept or reject at its own discretion.

9. No Waiver. The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

10. Governing Law. This agreement shall be construed and enforced according to the laws of the state of _____.

11. Headings. The section headings used in this agreement are provided for the convenience for the parties only and shall not be used to construe the meanings or intent of any term.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date the first written above.

Reseller Vendor

Date: _____ Date: _____