



RING!OnLine

Independent Affiliate Agent Agreement

This agreement is entered into by and between The Retail Interactive Network Group, Inc.(RING!), a Michigan company, hereinafter referred to as "RING!" and/or RING!OnLine and _____ hereinafter referred to as "Independent Affiliate Agent" or "IAA" , effective this _____ day of _____, 19__ .

WITNESSETH:

WHEREAS, RING! is engaged in providing On-Line Computer Services, On-Line Advertising, Retail Point of Sale equipment, Data Services, Web Services, Electronic Commerce Software and Custom Software Designs;

WHEREAS:

INDEPENDENT AFFILIATE AGENT (IAA) represents that he/she/it possesses the physical resources and skill to promote the products and services of RING! and is desirous of marketing such products and services within the scope of this agreement, and

WHEREAS:

RING! is desirous of having IAA develop a demand for and to market its products and services on the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the representations, covenants and promises made herein, the parties agree as follows:

1. APPOINTMENT

- 1.1. RING! hereby appoints IAA as an INDEPENDENT SALES REPRESENTATIVE to market products and services offered by RING!.
- 1.2. IAA shall furnish RING! a completed Representative Application and a signed copy of this agreement along with a copy of valid personal identification, social security identification, proof of residence and/or business license and TaxID number.

2. CAPACITY

- 2.1. It is agreed and understood by IAA that all activities conducted by RING!,and therefore subsequently by IAA, are subject to rules and regulations imposed by RING's vendors, regulating agencies and government bodies. Therefore, IAA agrees that at all times he/she/it shall abide by the rules and regulations of these bodies as well as the operating procedures or rules adopted by RING!, either now or in the future. IAA also agrees to comply with all federal, state and local laws in conducting business for RING!.
- 2.2. It is understood that IAA is an INDEPENDENT SALES REPRESENTATIVE and shall bear and be solely responsible for payment of any and all expenses, federal income taxes, social security, FICA and state unemployment or income taxes, etc. associated with his/her activity under this Agreement.
- 2.3. It is understood that RING! shall not exercise any control over other activities of IAA and that he/she/it shall act strictly as a free agent within the guidelines of this agreement.
- 2.4. IAA shall have no authority to alter the marketing plans, sales programs, pricing schedules, brochures, handouts, letters, proposals, contracts, presentation material or other material, concepts or plans of RING!.

3. EXPENSES OF IAA

- 3.1. IAA shall bear, and be solely responsible for, payment of any and all expenses associated with the IAA's activity hereunder, unless otherwise agreed to in writing and signed by an authorized RING! principal or officer.

4. RING's DUTIES

- 4.1. RING! shall provide introductory training in accordance with its standard training procedures. IAA agrees to pay all travel related expenses associated with his/her attendance at any training session.
- 4.2. RING! shall review for acceptance all submitted sales orders on a timely basis, however, it is agreed and acknowledged by IAA that RING! shall have sole discretion in approving or declining each customer order, which is further subject to approval or decline from vendors and finance companies that RING! works with. IAA understands that in many cases installation times, deliveries and other factors are not controlled by RING! and IAA acknowledges that this has been thoroughly explained and shall not constitute grounds for breach of this agreement under the terms of this agreement.
- 4.3. RING! shall provide to IAA a reasonable quantity of its standard sales materials, brochures, and flyers, as determined by RING! to be of necessity, at no additional cost.

5. DUTIES OF IAA

- 5.1. IAA shall put forth his/her/its best efforts in marketing (selling) RING' s products and services. IAA understands and acknowledges that vendors, products and services may change at any time solely at the discretion of RING!.
- 5.2. IAA agrees that he/she/it will not knowingly enter into any act of dishonesty, unethical behavior, or in any way, misrepresent the products and services offered by RING! and will adhere to properly presenting all of RING!' s products and services as they are detailed in brochures and prices lists provided.
- 5.3. IAA agrees to utilize paperwork supplied by RING! or its vendors and suppliers, and shall require customers to execute all appropriate paperwork required to conduct business with RING! and its vendors and suppliers. In all cases, IAA shall not allow said documents to be executed by any person other than the appropriate customer principal or officer as indicated by the name on the signature line of such paperwork. IAA shall diligently review all applications for completeness and appropriate original and valid customer signatures.
- 5.4. IAA shall, at no time, change the location of any financed equipment or know of any equipment location changes, without notifying RING!. No changes shall be made to any login in account, password, terminal ID, Merchant Number, Phone Number, PIC or PIF Interchange fees, carriers, program files or data files within the RING! network or system without the direct approval of RING!. Doing so shall make IAA liable for all lost revenue to RING! for a period of no less than 3 years.
- 5.5. IAA shall have the authority to receipt moneys payable to RING!, its vendors, suppliers and its leasing companies, however, under no circumstances shall IAA endorse RING! checks or commercial paper or carry bank accounts in the name of RING! or any derivative thereof, its principals, its vendors or suppliers or any other alias or trademark used by RING!, its vendors or suppliers. All funds collected shall, along with a copy of the receipt and all other paperwork, be forwarded to RING! within 48 hours of receipt.
- 5.6. IAA hereby understands that all customer service functions shall be handled by RING! and that IAA shall refer customers to RING! for service. IAA also understands that, from time to time, he/she/it may be called upon to assist in customer service of his/her accounts and that there will be no compensation for such assistance unless RING! receives compensation for such.
- 5.7. Procedures may change from time to time and these changes can happen with virtually no notice. IAA understands and acknowledges that he/she/it will comply with all changes in rules, regulations, responsibilities and duties set forth in this agreement.

6. COMMISSIONS

- 6.1. RING! shall pay to IAA commissions in accordance with the attached commission schedules. Said schedule may change, from time to time and from job to job, if necessary and warranted, by cost changes or other reasons, at the sole discretion of RING! and its suppliers and all such changes shall be agreed to in writing by both parties prior to consummating the final sale.
- 6.2. RING!' s vendors which pay you directly may require the execution of paperwork for tax purposes. RING! does not guarantee payment from any vendor which directly pays IAA. All claims for payment from vendors which directly pay must be made directly with that vendor. RING! will assist in facilitating payment, since, in most cases, if IAA is not paid, neither is RING!.
- 6.3. IAA understands and agrees that, in order to be eligible to maintain this contract in effect, IAA must submit a minimum sales volume as specified in the attached commission schedules.
- 6.4. Commissions will be paid to IAA on the 15th of each month for sales made between the 15th and 30th(31st) of the previous month and on the 30th of each month for sales made between the 1st and 15th of the month. Such payment will be made only if funds received from the customer are cleared through RING' s bank prior to the period cut off date. Should funds not clear, commissions will be paid for the period in which the payment clears. No payments on commissions will be made in advance of receipt of cleared funds from the customer.
- 6.5. All refunds, returns, credits and negative balances will be carried forward to each successive pay date until any negative balances are paid in full.

7. ANTI-COMPETITION

- 7.1. IAA understands that a significant amount of proprietary information and industry knowledge will be given to IAA and that disclosure or use of such information by IAA, without compensation to RING!, would be gravely injurious to RING!.
- 7.2. IAA agrees that all information, now or hereafter, furnished by RING!, as well as operating procedures, programs, customer lists, business practices, vendors relationships and product design and installation are strictly confidential and are the valuable paper and intellectual property of RING!. IAA agrees not to disclose this information to others and use the information for personal gain without compensation to RING!.
- 7.3. IAA shall not copy, cause to be copied or otherwise provide information that will facilitate the copying of any software used, created, purchased, loaned or otherwise utilized by RING! for which RING! would expect compensation from its customers, and no copies of such software shall be given to any person or company without RING! receiving full payment for such product.
- 7.4. IAA shall agree that upon demand by RING! he/she/it will cease and desist any activity which would be in conflict with any provisions of this section or any other part of this agreement. In the event IAA should fail to cease and desist upon demand, RING! shall be entitled to recover attorney' s fees, actual damages, punitive damages and actual costs.
- 7.5. IAA agrees that in the event of any violation, voluntary or involuntary, of section 7.2, 7.3 or 7.4 above, herein stated, then RING! shall be entitled to immediate injunctive relief against IAA. Furthermore, RING! shall be entitled to all attorney fees and court costs incurred as a result of any action against IAA to enforce this agreement.

8. INDEMNIFICATION

- 8.1. IAA agrees to indemnify and hold RING! harmless as a result of any claim, or other litigation, whereby RING! is forced to defend itself due to alleged misrepresentation promulgated by IAA, relating to RING!' s products and/or services.

8.2 RING! agrees to indemnify and hold IAA harmless as a result of any claim, or other litigation, whereby IAA is forced to defend itself due to alleged misrepresentation promulgated by RING!, relating to RING' s products and/or services.

9. DURATION OF AGREEMENT

9.1. This Agreement shall continue in full force and effect under the terms and conditions contained herein and may be terminated by either party "without cause".

10. RIGHTS UPON TERMINATION

10.1. It is agreed and understood by the parties that upon termination or cancellation of this Agreement for any reason, RING! shall retain all customers, merchants, clients, prospects, vendors, suppliers, trademarks, software, etc. and that IAA shall have no claim(s) whatsoever, except as set forth in this section. In addition, IAA shall return all sales materials, literature, equipment, software, customer lists, and other material provided by RING! during the course of his/her/its work and in his/her/its possession, within 7 calendar days of termination. IAA further agrees that he/she/it has no right to such material as an offset against RING! for any reason.

10.2. Upon termination of this Agreement by either party, RING! shall have no liability to IAA whatsoever, other than for comissions due for sums actually collected and paid by IAA's customers which are due IAA prior to termination date.

10.3 This Agreement is transferrable in its entirety upon the merger or acquisition of RING! into or by another party, or parties, however said party or parties have no obligation to agree to the exact terms and conditions set forth herein or to continue the exact terms of this agreement as originally specified herein.

10.4 Should this Agreement be terminated for due cause and/or the breach of any term or terms herein, RING! shall not be required to remit further payments of any nature to IAA.

11. NOTICES

11.1. Any notice, request, demand or other communication required or permitted hereunder shall be in writing and may be delivered first by facsimile(fax) machine with a copy sent by First Class Mail addressed as follows: DO NOT USE A POST OFFICE BOX OR COMPANY NAME)

IAA: Name: _____
Address: _____
City: _____ State _____ ZIP _____

RING!:
Mr. John Waters
The Retail Interactive Network Group, Inc.
407 Hurondale Drive
White Lake, MI 48386

12. CONTROLLING LAW

12.1. The laws of the state of Michigan shall apply and bind the parties in all questions arising hereunder. It is further agreed that any action required under this Agreement must be filed in Federal or State Court, Oakland County, Michigan and that IAA agrees that this court shall have competent jurisdiction and venue and IAA waives all rights to change jurisdiction and venue.

13. WAIVER

13.1. The failure of RING! to enforce, at any time, or for any period of time, any provision of this Agreement shall not be construed as a waiver of such provision or of the right of RING!,thereafter, to enforce each and every such provision.

14. COMPLETENESS OF INSTRUMENT

THIS AGREEMENT SHALL SUPERSEDE AND CANCEL ALL PREVIOUS CONTRACTS, ARRANGEMENTS OR UNDERSTANDINGS THAT MAY HAVE EXISTED OR EXIST BETWEEN THE PARTIES.

IN WITNESS WHEREOF, The parties hereto cause this Agreement to be executed.

Executed this _____ day
of _____ 19 ____.

The Retail Interactive Network Group, Inc.
BY: _____
Title: _____

Executed this _____ day
of _____ 19 ____.

IAA

Signature
Name _____
Address _____

SSN _____

Direct Sales

RING! will pay a commission on the sale of goods and services made directly by IAA where IAA is the primary seller. IAA must be involved in the negotiation of each project and must be instrumental in closing the sale.

- 20% of revenues received for World Wide web advertising space on any of RING!'s published web pages
- 10% of revenues received for email hosting, web hosting, auto-mailers, NNTP newsgroup hosting, chat room hosting
- 10% of RING!WebApp software sales and 10% of all database server hosting fees - for as long as customer is paying
- 10% of revenues received for custom software design fees, custom programming, database software programming and custom applications
- 10% of Web design project billings
- 15% of the *net profit* on all hardware and system integration sales
- 25% of the *amount commissioned* to RING! from vendors which pay RING! a commission on sales for goods and services sold by them, including residuals paid for telco deals closed by IAA

Commissions are based upon actual monies received, not on suggested retail or published prices. There are no other terms of this Addendum.

For RING

IAA

John R. Waters

Date

Signature

Name Printed

Date