CO-OPERATIVE PROMOTIONAL CONTRACT

This Co-Op Promotional Agreement ("Agreement") is made and effective this ____ Day of __________, 20____ 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.

   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: _________________________