

BETWEEN: Company Name ("XXXXXX")  
Addrs: XXXXXX  
City: XXXXXX  
State: XX  
ZIP: XXXXXX  
Country: XXX  
Tel: XXX-XXX-XXXX  
Fax: XXX-XXX-XXXX

AND: CPI International ("CPI")  
5580 Skylane Blvd.  
Santa Rosa, California 95403, USA  
Tel: 1.800.878.7654  
Fax: 1.707.545.7901  
www.cpiinternational.com  
feedback@cpiinternational.com

START DATE: on or before: DATE

PRODUCTS: PRODUCT DESCRIPTION

TERRITORY: AREA OF DISTRIBUTION. Distribution outside of Territory  
subject to CPI's written pre-approval.

PROTECTED ACCOUNTS  
CURRENTLY EXISTING  
WITHIN TERRITORY: EXISTING ACCOUNTS

NATURE OF  
AGREEMENT: Wholesaler/Distributor/ Independent Contractor; \$180,000.  
purchase contract. "XXXXXX" will not market or sell products  
competitive with CPI products.

AGREEMENT TERM: Initial 12 Months, successive 12 month renewals, provided  
mutually agreed quota renewal conditions are met.

COMPLIANCE WITH  
LAWS: "XXXXXX" agrees that all of its marketing activities shall be  
performed in compliance with applicable federal, state and  
local laws, including, but not limited to, local laws of the  
territory which may require the registration of "XXXXXX", or of  
this agreement, with local authorities.

TITLE/OWNERSHIP: The rights granted under this Agreement shall in no way affect the exclusive ownership of CPI in regard to CPI's trademarks, license technology, trade secrets, trade names, copyrights, patents, and any other proprietary or intellectual property rights, except as expressly provided by this Agreement. "XXXXX" agrees that any applications, improvements, modifications, or enhancements, and related technology evolving from this Agreement shall be, and will remain, the sole and exclusive property of CPI. "XXXXX" shall not alter any copyrights, trademarks, and/or trade secret notices, or components relating to the CPI product. "XXXXX" shall include CPI's registered trademarked name and patents (# \_\_\_\_\_; and # \_\_\_\_\_) in its literature and promotional material.

MISCELLANEOUS "XXXXX" and CPI agree to issue a mutually agreed press release covering this Agreement, within 7 days of authorization of Agreement.

INFORMATION: CPI shall provide "XXXXX" with all information reasonably required by "XXXXX" to promote the sale of the Products, including price lists, brochures, electronic data, and videos which may be upgraded by CPI from time to time, at a mutually agreeable cost.

ORDER PROCESS: The process for ordering Products shall be as follows.  
a) "XXXXX" dealer books order via "XXXXX".  
b) "XXXXX" processes order and orders Product from CPI.  
c) CPI ships direct to "XXXXX" customer, or to "XXXXX", as specified by "XXXXX".  
d) CPI invoices "XXXXX" directly.  
e) "XXXXX" terms prepaid.

ORDER FULFILLMENT: Orders already processed will be credited toward this schedule. Order Fulfillment schedule initiates upon authorization by both parties. Products will be ordered under the following schedule (delivery in approximately 30 days):

Minimum Dollar Amount	Order Release Date	Cumulative
\$15,000	Month 1	\$15,000
\$15,000	Month 2	\$30,000
\$15,000	Month 3	\$45,000
\$15,000	Month 4	\$60,000
\$15,000	Month 5	\$75,000
\$15,000	Month 6	\$90,000
\$15,000	Month 7	\$105,000
\$15,000	Month 8	\$120,000
\$15,000	Month 9	\$135,000
\$15,000	Month 10	\$150,000
\$15,000	Month 11	\$165,000
\$15,000	Month 12	\$180,000

(orders already processed to date approximate = \$0)

PAYMENT: All dollar amounts are in US dollars, payment prepaid, or COD, with payment prior to departure from US territory, whichever is sooner, with risk of loss upon delivery at "xxxxx"'s destination.

TERMINATION: This agreement shall become effective as of the effective date, the effective date becoming formal with signed Agreement and a purchase with payment, and thereafter shall continue in full force until terminated pursuant to the following:  
a) If either party fails to perform any of the terms, conditions, agreements, or covenants in this agreement.  
b) In the event either party files a petition in bankruptcy.  
c) In the event either party comes under the control of any organization which is not acceptable to the terminating party.  
d) Notice of termination shall be in writing, with 30 days notice.  
e) No other penalties will be associated with termination of this Agreement.

ENFORCEABILITY: No director, officer, or employee of CPI or the "XXXXXX" shall be personally liable for the obligations under this agreement, except for acts which constitute fraud or willful misconduct

ADDRESS: All correspondence shall be between "XXXXXX", at its offices in (\_\_\_\_\_), and CPI, at its offices in Santa Rosa, CA.

Signed on behalf of:

"XXXXXX"

\_\_\_\_\_  
Corporate Representative

\_\_\_\_\_  
Date

CPI

\_\_\_\_\_  
Corporate Representative

\_\_\_\_\_  
Date

Santa Rosa, CA USA