



AGENT AGREEMENT between Secure Cloud Video and

This is an Agent Agreement dated as of _____ [the "Agreement"] between Secure Cloud Video a Missouri limited liability company and ["Agent"].

Whereas, Secure Cloud Video and Agent have reached an agreement on the terms and conditions under which Secure Cloud Video will authorize the Agent to market Secure Cloud Video's services. In consideration of the mutual covenants and agreements contained herein, Secure Cloud Video and the Agent agree as follows:

ARTICLE 1 – RELATIONSHIP OF PARTIES

- 1.1 Secure Cloud Video hereby appoints Agent on a non-exclusive basis to market Secure Cloud Video Services. The Agent shall be bound by and shall comply with the written policies and procedures issued by Secure Cloud Video as well as any applicable tariffs under which Secure Cloud Video operates.
- 1.2 Agent understands and acknowledges that it is an independent Agent and not an employee, franchisee, partner or co-venturer of or with Secure Cloud Video. The Agent is solely responsible for its own business expenses, including, without limitation, all federal, state and local payroll taxes for itself and its employees. The Agent shall not represent or imply to any party that it has the power or authority to enter into a contract or commitment in the name of or on behalf of Secure Cloud Video, or to otherwise bind Secure Cloud Video. Agent shall have no title or interest in or to End User accounts; such accounts are the exclusive property of Secure Cloud Video.
- 1.3 Secure Cloud Video and the Agent each acknowledge that the other may have a business relationship with the End User. In the case of the Agent, this relationship may consist of the marketing, sale or installation of communications equipment and products as well as the Services relating thereto. In the case of Secure Cloud Video, this relationship will consist of the provision of Services. The parties acknowledge that these relationships exist and will continue to exist independently and agree to use all commercially reasonable efforts not to interfere with the other's business relationship with the End User without justification.

ARTICLE 2 – CONFIDENTIALITY

- 2.1 The terms and conditions of this Agreement and all non-public or proprietary information regarding the business of Secure Cloud Video is confidential ["Confidential Information"]. Neither party shall disclose to any other person or entity any Confidential Information unless otherwise required by law or order of a court of competent jurisdiction without prior written consent of the other. The provisions of this Article 2 shall remain in full force and effect after expiration or termination of this Agreement. Violation of the foregoing provision may result in termination of this Agreement.

ARTICLE 3 – SERVICE RATES AND COMMISSIONS

- 3.1 Secure Cloud Video will publish the rates, fees and surcharges for which the Agent can then offer Services to End Users. The Agent understands that the rates, fees and surcharges may change from time to time and agrees that it will stay current on these changes by referring to pricing updates posted on Secure Cloud Video's website



[securecloudvideo.com]. Secure Cloud Video reserves the right to reject any Service Order Form.

- 3.2 The Commissions payable to Agent are set forth in the Commissions Schedule that will be issued by Secure Cloud Video, from time to time. Upon thirty (30) days written notice, Secure Cloud Video reserves the right to change Commission Rates if Secure Cloud Video's cost for products obtained is altered. Any such change in Commission Rate shall be made in good faith and will be proportionate to any changes initiated by Secure Cloud Video's suppliers.
- 3.3 Secure Cloud Video may provide the Agent with monthly remittance reports containing itemized information with respect to the Agent's Accounts, including a calculation of the commission payment due the Agent for the reported month.
- 3.4 With the exception of final commission checks, Secure Cloud Video will not send commission checks until the amount of commissions reaches \$10.00. Any commissions earned under \$10.00, Secure Cloud Video shall accrue Agent's commissions until the amount reaches \$10.00.

ARTICLE 4 – Authority

- 4.1 The Agent shall market Services only in accordance with the scheduled rates, policies, restrictions, pricing catalogs and conditions prescribed by Secure Cloud Video. The Agent shall have no right or obligation to bill End Users for Services procured by Agent in accordance with this Agreement. Additionally, without specific approval from Secure Cloud Video, the Agent shall have no right or obligation to collect any amounts due from End Users for Services provided by Secure Cloud Video.

ARTICLE 5 – Term and Termination

- 5.1 This Agreement shall be for an initial term of two (2) years commencing on the date of this Agreement. This Agreement will be renewed without further action of either party for successive terms of two (2) years unless either party notifies the other in writing, not less than thirty (30) days prior to the end of any term, that the Agreement will not be renewed. This agreement may be terminated by either party at any time upon thirty (30) days written notice. In the event that either party terminates this Agreement, Secure Cloud Video will continue to pay commissions on all business placed by Agent for as long as Secure Cloud Video continues to collect revenue from the Customer Accounts produced by Agent.

ARTICLE 6 – Indemnification

- 6.1 The Agent shall indemnify, defend and hold Secure Cloud Video and all officers, directors, employees and Agents of Secure Cloud Video harmless from and against any and all claims, demands, actions, losses, damages, charges, liabilities, costs and expenses [including without limitation legal fees] on account or in connection with (i) any default by or breach of the Agent under this agreement or the policies and procedures issued by Secure Cloud Video from time to time, (ii) any negligent acts or omissions of the Agent (iii) the marketing, advertising, sales and promotional activities of the Agent.
- 6.2 Secure Cloud Video agrees to indemnify, hold harmless and defend Agent from any and all claims, actions, damages, expenses and other liabilities, including reasonable attorney's fees and costs of litigation, resulting from Secure Cloud Video' negligent acts, omissions or misrepresentations. In no event shall Secure Cloud Video be liable for incidental, special, consequential, or punitive damages of any kind or nature, including without limitation, loss of revenue or income, regardless of the foresee-ability thereof, to anyone arising out of this Agreement.
- 6.3 Secure Cloud Video shall not be responsible for any liability resulting from misrepresentations, whether intentional or unintentional, of Secure Cloud Video or its products or Services by Agent. Agent agrees to indemnify and hold Secure Cloud Video harmless for any such misrepresentations.



ARTICLE 7 – Miscellaneous Provisions

- 7.1 This Agreement shall in all respects be governed by and construed in accordance with the internal laws of the State of Missouri, without reference to conflicts of laws.
- 7.2 Any dispute or claim between the parties of the Agreement arising out of or relating to this Agreement or its breach or termination which has not been resolved within thirty (30) days after either party shall notify the other in writing of such controversy [the “Dispute”] shall be finally determined by arbitration in accordance with the Arbitration Rules [the “Rules”] of the American Arbitration Association [“AAA”] in effect on the date of this Agreement, except as such Rules may be modified by this Agreement. Each party shall bear its own fees and expenses of arbitration. The parties agree to be bound by the decision of the majority of the arbitrators. The arbitrators’ award shall be final and judgment on such award may be entered, enforced and executed in any court having jurisdiction.
- 7.3 The parties further agree that any such arbitration shall be held in St. Louis, MO or as close hereto as is feasible. The parties further agree that in the event of a failure of all or a portion of this arbitration clause and in the event of any litigation arise hereunder, venue shall be in St. Louis, MO and choice of law shall be the law of the State of Missouri.
- 7.4 Secure Cloud Video may, at its option, deduct from any commission any amounts due from the Agent to Secure Cloud Video. If any amount that is deducted by Secure Cloud Video is disputed by the Agent, Secure Cloud Video must be notified in writing not later than 15 days from the date payment was made to the Agent from which the disputed amount was deducted. If the disputed amount is not resolved in the 30 day period, then the matter will be settled as provided for in 7.2 of this Agreement.
- 7.5 Any notice required or given under this Agreement shall be in writing and be deemed effectively given when presented personally or on the third [3rd] day after mailing by certified or registered mail, return receipt requested, with proper postage prepaid to a party at the addresses specified below or at such other address as either party may hereafter designate by notice in the same manner.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

Secure Cloud Video

Agent:

By:

By:

Print Name:

Print Name:

Title:

Title: