

Leapfrog Internet Agent Agreement

This is an agreement between Leapfrog Internet, LLC ("Company") and _____ ("Agent") entered into on this date, _____, _____.

1. Purpose The purpose of this agreement is to outline the terms under which the Agent will sell services for the Company, and in return receive a one time commission directly attributed to the sales effort.

2. Term This agreement shall be in effect from the date of signature by both parties and shall continue for 12 months. It will automatically renew for a similar period unless written notice is received, by either party and via postmarked US Mail, within the 30 days leading up to the anniversary date of the agreement.

3. Relationship Unless otherwise amended within this agreement, the Agent will be classified as a separate legal and business entity from the Company. All activities are to be performed so as to conform to the provisions set forth as an independent business, and for purposes related to tax classification, any monies generated from such activity shall be reported as Miscellaneous Income. Any stated or implied duty or requirement that violates this status is considered null and void.

4. Duties of the Agent The Agent will sell Internet Access, Web Services and other services the Company approves, at its discretion and using methods that are reasonably judged as ethical and honest.

4.1. Activity of the Agent The Agent may set its own schedule for sales activity and the location or locations from which it conducts this activity. All costs relating to the Agent's sales efforts including, but not limited to, telephone, transportation and office expense are to be provided for by the Agent.

4.2. Level of Sales Activity The Agent must maintain a reasonable level of sales consistent with an effort to actively promote and sell the Company services. Should the Agent not produce new business for any three (3) consecutive months following the execution of this agreement, the Company reserves the right to terminate the agreement with ten (10) days from the 90th day of inactivity. New business is herein defined as those clients of Leapfrog Internet, LLC, whose acquisition is directly attributable to the efforts of the Agent.

5. Duties of the Company The Company will supply Internet service and support necessary to provide the services represented by the Agent.

5.1. Technical and Sales Related Support The Company will provide telephone support for customers on technical, billing and other customer service issues.

5.2. Billing Related Support The Company will invoice and/or collect from all customers and compensate the Agent for accounts sold according to the following schedule: For new accounts, within 45 days of installation; for ongoing accounts, within 30 days of successfully collecting monies due from accounts.

5.3. Billing and Collection The Company shall be responsible for the generation of all invoices to its customers, as well as collection of all accounts receivable. The Company shall have the right, in its sole

discretion, to reject any potential customer order for lack of credit worthiness or for any other reason whatsoever or to discontinue service for non-payment.

6. Account Establishment The Agent may establish new accounts via the Company's New Account Order Form, via telephone, or via Web-based ordering to the Company. The Company shall provide all such forms to the Agent. Any orders received via any other means are subject to forfeiture.

6.1. Account Tracking The Company will assign a unique ID Code to the Agent that must be referred to during the Account Establishment process. It is the Agent's sole responsibility to inform Leapfrog Internet of all new signups submitted. Leapfrog Internet will make a reasonable effort to ensure proper tracking on behalf of the Agent, including periodic tracking reports if requested.

7. Payment of Commissions As Company clients will pay for service on a monthly, semi-annual or yearly basis, commissions on collected invoices will be paid once monthly. Commissions will be considered payable 30 days from date of receipt of payment by Leapfrog Internet. All commissions earned and considered payable by the last day of the month will be paid by the 15th of the following month.

7.1. Calculation of Commissions Each Commission Report and commission check will be calculated for business activity from the first to the last day of the month. Checks will be issued on the 15th (or, if on a non-business day, the next closest day) of the next month.

7.2. Client Non-Payment If customers are billed and do not pay, no commissions will be paid. In the event that a customer chooses to pay by credit card and for any reason the charge is refused at the time of the charge or any time later, any commissions paid on the sale will be deducted from future commissions.

7.3. Compensation Schedule Commissions on sales of the Company's Internet Access will be:

7.3A. One time referral Fee: A commission of 100% of the first month's service fee (not including setup fee), for any Dialup or ISDN Internet Access or web-hosting fees for accounts directly attributable to the efforts of the Agent. Under this agreement, additional services such as additional email, domain registration or domain transfer fees are non-commissionable.

8. Price Changes The Company shall have the right to modify its rates as necessary to maintain pricing relative to the marketplace. The Agent shall be notified in writing of any such price change at least thirty (30) days prior to the effective date of any such changes.

The Company may from time to time, in its sole discretion, provide promotional pricing, discounts, credits, contests or service features. The Agent shall be notified of such promotions within fifteen (15) days prior to the effective date of any such promotions.

9. Use Of Name The Agent is prohibited from using the Company's name, logo and promotional or similar material for any purpose other than to obtain customers for the Company under this Agreement. All materials used in conjunction within this Agreement must be approved by the Company, including but not limited to press releases, promotional literature, and support materials.

11. Agreement Termination This agreement may be terminated if:

- (1). Either party gives written notice within 30 days leading up to the anniversary date of this Agreement stating the desire to end the contract;
- (2). Either party fails to perform according to this Agreement.

In the event that the agreement is terminated, all commissions due and payable to the Agent up to the date of termination will be paid. All customers and accounts established by the Agent for the Company will remain the exclusive property of the Company.

12. The Covenants of Non-Interference, Non-Solicitation and Non-Disparagement The Agent will not in any way, directly or indirectly, on the Agent's own account or in the course of business, solicit, divert, take away or interfere with the suppliers, manufacturers, distributors, wholesalers or other companies with which the Company transacts business.

Each party agrees that any and all knowledge gained through its association with the other, including but not limited to, its services, rates, products, promotions, methods of doing business and customer names and relationships shall be kept confidential at all times. The Agent agrees not to disparage the Company and to represent the Company and all things pertaining to it in a positive manner during the course of business.

The Agent further agrees that any agent hired by the Agent shall be formally advised of the non-solicitation, non-interference, non-disparagement and confidentiality covenants (the "Covenants") contained in this Agreement and the Agent agrees to be responsible for the conduct of all agents and shall indemnify, defend and hold harmless the Company from and against all loss, cost or damage arising from breach of such Covenants by the Agents agent.

13. Limitation of Liability. Neither party shall be liable for any special, incidental, indirect, exemplary, punitive, or consequential damages of any kind and however caused, including but not limited to business interruption, loss of data, or loss of profits, business opportunities, or goodwill even if notified of the possibility of such damage.

14. Durability In the event that any Covenant or any other provision contained in this Agreement is held to be invalid, void, unenforceable or unlawful by any court of competent jurisdiction, that provision shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenants, conditions or other provisions contained herein, and the parties hereto shall use their best efforts to make the Covenants or other provisions valid and lawful, if possible to the fullest extent permitted by law, so as to preserve the rights and obligations of the parties hereto.

15. Governing Authority Agent agrees that any and all claims arising between the parties out of this agreement shall be controlled by the laws of the State of Colorado.

16. Changes to Agreement Changes to this agreement must be in writing and signed by both parties. Any changes so executed will become part of the original agreement.

I HAVE READ, AGREE AND AM AUTHORIZED TO BE BOUND BY THIS AGENT AGREEMENT:

Signatures

Agent

DBA _____

Name _____

Title _____

Signature _____

Date _____

Federal Tax ID _____

Company

DBA Leapfrog Internet, LLC

PO Box 986

Castle Rock, CO 80104

Name _____

Title _____

Signature _____

Date _____