

AG Technologies, Inc. and Organization hereby agree to the following:

1. **Purpose.** The purpose of this Agreement is to set out the terms and conditions for the operation of a Fund Raising Program ("Program") by the Organization with the assistance of AG Technologies, Inc.
2. **Program.** The Program consists of AG Technologies providing certain products and related services as selected by the Organization and paying for said products from the funds derived through the Organization's active promotion and sales of the products to its members, participants and associated potentially interested parties in supporting the activities of the Organization.
3. **Obligations of AG Technologies.** AG Technologies shall have the obligation to do the following:
 1. Provide the necessary products, as selected by the Organization, to conduct the Program;
 2. Provide the necessary promotional materials such as brochures, order forms, collection envelopes;
 3. Comply with the Code of Ethics and Standards for Professional Practice of the AFRDS;
 4. Comply with state and federal laws applicable to the program;
 5. Provide an Organization code for the organization to use for all ordering on the ARGENT47.COM website;
 6. Provide prize brochures and prizes if necessary;
 7. Provide complete order processing and fulfillment services for the fundraiser to the Organization;
 8. Provide replacement products for all damaged or missing merchandise;
 9. Pay to the organization the agreed upon commission of 20 % to the organization on a bimonthly basis for the term of the program for all products not included in the fundraising program ordered on our website using the schools promotional code for the term of the agreement.
 10. Pay to the organization the agreed upon commissions for each product included in the fundraising program as follows:

1. Z-BACT silver ionic towel	\$3.50/unit
2. Self Cleaning kitchen towel	\$3.50/unit
3. Self Cleaning sports towel	\$3.50/unit
4. **Obligations of Organization.** The Organization shall have the obligation to do the following:
 1. Designate members and or employees of the Organization to coordinate and actively promote the Program;
 2. Distribute brochures and all other necessary material to the participants and keep them informed as to the start date and ending date of the brochure fundraiser;
 3. Collect the order forms and customer data on sales made in the Program and then promptly forward to AG Technologies for order processing;
 4. Comply with all state and federal laws applicable to the Program, including but not limited to any applicable state sales tax and use tax requirements;
 5. Advise any other distributor that contacts the Organization, while this Agreement is in effect, that it has already entered into an Agreement with AG Technologies for the term covered in the Sign Up Application area of this agreement;
 6. Conduct the Program in a safe manner.
5. **Term.** This Agreement shall be in effect for a term of eleven (11) months from the date of execution.

6. **Entire Agreement.** This agreement contains all of the covenants between AG Technologies and the Organization and no agent or representative of AG Technologies or the Organization has authority to modify, and/or change any of the terms or conditions of this Agreement. The Organization agrees that no oral or written statements, promises, representations or guarantees by AG Technologies, other than those contained in this Agreement, have been made to the Organization. **Binding Agreement.** Upon execution by the authorized representative of AG Technologies and Organization, this Agreement shall be binding upon all administrators, successors and assigns of both AG Technologies and Organization. In the event this Agreement is cancelled less than sixty 60 days prior to the start date a fee equal to the full cost of the brochures and ancillary costs will be assessed to the Organization and or the Sponsor of this Agreement.

7. **Notice.** All notices, requests, demands and other communications under this agreement shall be in writing and shall be deemed to have been duly given if served personally on the party entitled thereto to whom notice is to be given, or if mailed to the party entitled thereto to whom notice is to be given, by registered or certified mail.

8. **Disputes, Mediation or Arbitration.** Any disputes between parties to this Agreement shall be resolved by Arbitration before a local arbitrator selected jointly by the parties from the ("list") of the nearest American Arbitration Association. The party losing the arbitration shall pay for the expenses of the arbitration, including the legal fees of the winning party, unless otherwise determined by the arbitrator.

9. **Status of Parties.** AG Technologies and the Organization are each independent entities. Neither AG Technologies nor the Organization are acting as an agent for the other, or are the members or students of the Organization acting as agents for AG Technologies.

10. **Execution of the Agreement.** The parties of this Agreement hereby duly executed this Agreement on and effective as of the date written below.

By AG Technologies, Inc.: _____

By Organization: _____

Date: _____