

Atvantage, LLC DVR Referral Agreement

This Agreement is entered into on the _____ day of _____, 2004 between Atvantage, LLC hereafter referred to as "Atvantage", a Utah Limited Liability Company having its principal offices at 106 S Mountain Way Dr, Orem, UT 84058, and _____, hereafter referred to as "Partner" with principal office at _____.

The parties agree as follows:

COMMISSION AND PAYMENT

Atvantage will pay Partner a twenty percent (20%) commission on the gross profit of each DVR (Digital Video Recorder) sale wherein the sale was referred to Atvantage by Partner. Gross profit shall be defined as the total amount of the sale less any expenses incurred by Atvantage to install and support the DVR system(s), including, but not limited to, cost of goods sold, labor, sales taxes, travel expenses, etc. Commissions shall be calculated and paid the month following the month wherein the DVR installation was completed and Atvantage has received payment in full for the sale.

As required by U.S. Law, U.S. Residents will be required to sign a W-9 form for the Internal Revenue Service before the first commission payment can be issued. At the end of each calendar year, Atvantage will provide a 1099 form to Partner reflecting all commission revenues paid to Partner within the calendar year if those commissions exceed \$600.00.

All Referral Partner applications are subject to approval by Atvantage.

Commissions will be paid for Referred sales for as long as Partner actively participates in Program and either party does not cancel this Agreement. If canceled, outstanding commissions for current period at time of cancellation shall be paid in the next monthly payment so long as rules of this Agreement were not violated by Partner.

TERMS OF AGREEMENT

This Agreement shall remain in effect until canceled by either party.

Commissions earned through the date of expiration or cancellation of this Agreement will remain payable only if the qualifying sales are not canceled or refunded by the referred Customers and the Partner has not violated this Agreement. Payment of the final Commission payment to the Partner may be withheld for a reasonable time in order to ensure that the correct amount is paid.

REQUIRED CONFIDENTIALITY

For so long as PARTNER shall remain engaged by Atvantage and for a period of two years after termination of this Agreement with Atvantage for any reason, PARTNER shall not disclose or communicate any “Confidential Information” of Atvantage to any person or entity other than Atvantage nor use said “Confidential Information” for any purpose or reason other than the benefit of Atvantage. For purposes of the preceding sentence, “Confidential Information” means (but is not limited to) any information regarding Atvantage’s technology, business methods, business policies, procedures, techniques, research or development projects or results, sales information of any kind, financial information of any kind, trade secrets or other knowledge possessed by Atvantage which is not generally known by individuals outside of Atvantage (including Atvantage’s employees, consultants, and advisors). Also, “Confidential Information” shall additionally include, but not be limited to, the following information of Atvantage:

1. Price lists or other pricing information;
2. Customer lists or other customer information;
3. Sales strategy, tactics, or methods;
4. Information pertaining to products or services under development;
5. Internal company reports of any kind.
6. Technology components, methods, techniques and tools

Any violation of the above by Partner shall constitute material breach of this Agreement by Partner and shall be grounds for immediate termination of this Agreement, and Atvantage will no longer be obligated to pay Partner any future or outstanding commissions.

INDEPENDENT CONTRACTOR

The relationship between Atvantage and Partner established by this Agreement is that of independent contractors. Atvantage and Partner shall each conduct its respective business at its own initiative, responsibility and expense, and shall have no authority to incur any obligations on behalf of the other, except as otherwise provided herein. Term "Partner" shall not be interpreted as a legal Partner, simply as an independent contractor for Atvantage under this Agreement.

WARRANTY DISCLAIMER

Atvantage makes no warranties expressed or implied with regard to Partner Referral Program except as outlined in this Agreement.

CANCELLATION

Either party can cancel this Agreement with or without cause by giving 30 days written notice to the other party. If this Agreement was canceled by Partner, Partner shall not be entitled to any further commissions or compensation from Atvantage. If this Agreement

was canceled by Atvantage for cause, Partner shall not be entitled to any further commissions or compensation from Atvantage. If this Agreement is canceled by Atvantage and the terms of this Agreement were not violated by the Partner, then payment will be given to the Partner for any outstanding commissions. Notwithstanding the foregoing, all obligations undertaken by Partner respecting Confidential Information disclosed herein shall survive termination of this Agreement.

PERIODIC CHANGES

This Agreement is subject to change as seen fit by Atvantage. Should these changes be unacceptable to the Partner, Partner is entitled to terminate the Agreement with 30 days written notice to Atvantage.

GOVERNING LAW

This Agreement is made under and shall be construed according to the laws of the State of Utah, and the parties expressly waive its choice of law rules.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and entered as of the date first indicated above.

Authorized Partner

Atvantage, LLC

Print Name

Print Name

Signature

Signature

Date: _____

Date: _____

TAX ID Number: _____

Partner ID Number: _____