

SAMPLE LETTER OF AGREEMENT

This agreement is effective as of January 1, 2003, by and between YOUR Consulting Company, Inc. (hereafter referred to as "YCC") an entity incorporated under the laws of the State of _____ and having its principal place of business at: 123 Oak Street, Anywhere, USA; and LeadingWave Consulting (hereafter referred to as "LWC") having its principal place of business at 40 W 919 Elodie Drive, Elburn, Illinois 60119;

WHEREAS, LWC wishes to have YCC market/sell its training programs and services to YCC's clients and customers

WHEREAS, LWC wishes to maintain exclusive rights to its property including training programs, models, processes, etc.

NOW, THEREFORE, LWC and YCC hereby agree:

1. Term.

LWC will retain YCC, and YCC will accept such retention, commencing as of the effective date of this Agreement and continuing until termination of this Agreement as provided below.

2. Compensation.

Compensation will be provided as indicated below:

- (a)** When YCC engages to conduct a LWC course using LWC products, YCC will negotiate an instructor fee directly with its own client organization for which LWC will have no responsibility or requirement to pay.
- (b)** When YCC sells LWC training programs to an YCC client who will conduct the training themselves, YCC will receive 20-25% of the product sale for the engagement based on the actual selling price of the products and or service. The actual product sale percentage paid by LWC to YCC will be determined on a case-by-case basis before completion of the sale.
- (c)** YCC must sell LWC products and/or services at the catalog price. YCC may offer discounted pricing but must first get permission from LWC for such discounts. Discounts may influence the percentage received by YCC for sales.

3. Payments.

LWC will invoice YCC for any product sales including shipping and handling. YCC will have 45 days to pay invoices.

4. Intellectual Property Rights.

- (a)** All LWC property including all LWC previews, training programs, instruments, profiles, models, case studies, approaches, processes, etc. is proprietary and will remain the exclusive property of LWC. Further, YCC will refrain from unauthorized duplication or use in any form of said property and will promptly inform LWC of any unauthorized duplication or use by YCC's clients or agents.
- (b)** Failure to abide by copyright law by YCC will result in immediate termination of this contract and will require compensation by YCC to LWC for loss of revenue for any unauthorized duplication done by YCC as well as any legal fees.

5. Confidentiality.

(a) YCC will keep separate and segregated from its other work all LWC previews, training programs, instruments, profiles, models, case studies, approaches, processes, etc. YCC agrees that he/she may only use LWC previews, training programs, instruments, profiles, models, case studies, approaches, processes, etc. for LWC authorized and approved training. Other uses constitute a breach of contract and a violation of copyright law.

(b) YCC will inform LWC immediately of any requests for previews of LWC training programs or materials. Previews of LWC training programs or materials may not be sent to client companies without express LWC approval. YCC may load and display previews on a laptop computer for showing to prospective clients.

6. Notice.

Any notice required or permitted by the terms of this Agreement shall be given by registered mail, prepaid and properly addressed as follows:

If to LWC:
Matthew Hennecke
LeadingWave Consulting
40 W 919 Elodie Drive
Elburn, Illinois 60119

If to YCC:

Any such notice shall be deemed to have been given when received.

7. Survival and Termination.

This Agreement may be terminated by either party upon thirty (30) days written notice, pursuant to Section 6 of this Agreement, to the other party. If breach of agreement occurs, then termination shall be immediate.

8. Not an Employee.

YCC is an independent contractor and is not an employee or agent of LWC. YCC shall be entitled to no benefits or compensation from LWC except as set forth in this agreement and shall in no event be entitled to any fringe benefits payable to employees of LWC.

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

_____/____/____
YCC Representative Date

_____/____/____
LWC Representative Date