

EXISTING DEALER to AFFILIATE AGREEMENT between Cencom.com Inc., hereafter called Company and above registered person/company who has completed this agreement hereafter referred to as "Affiliate".

WHEREAS, Company, a Washington Corporation, provides monitoring services, and WHEREAS, Affiliate is located in the State as shown on the application above.

WHEREAS, Company and Affiliate are desirous of entering into a contractually binding relationship wherein Affiliate shall participate in the Company's Affiliate Program. NOW THEREFORE, Company and Affiliate do hereby agree to the following:

1. Headings. The headings contained in this Agreement are for convenience only and are not intended to affect the, meaning or interpretation of the Agreement or any clause hereof.

2. DEFINITIONS. (a) Agreement - This Affiliate Agreement entered into between Affiliate and Company. (b) Company - Cen Com Inc. (c) Affiliate – Includes but is not limited to participating Company, Corporation, Limited Liability Corporation, Chapter C corporation or Sub Chapter S corporation, Sole Proprietorship, affiliate, dba, aka or sister company, including any of its employees, full time, part time or sub-contractors, including investors, Affiliates, visitors or any person or entity that has contact, control or knowledge of this agreement or performs any services detailed within this agreement. (d) Customer - an independent third party that is under contract for any services provided by company. (e) Effective Date - the date Agreement takes legal effect, specifically, the contract date. (f) License – Any Required business licenses, special licenses or permits including but not limited to alarm installation and monitoring required licenses and permits. (g) Parties - collectively, Company and Affiliate. (h) Party, Company or Affiliate, as the case may be. (i) Monitoring – The duty of receiving incoming alarm conditions and responding to them in an appropriate manner. (j) Dispute - those claims or causes in action, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. (k) Referral- A customer that was made aware of companies services though the marketing or express advertising efforts of affiliate. (l) Prices - The installation, set-up and on going fees that are offered to customer for services.

3. Initial set-up of Alarm Partner Affiliate Master Account shall be \$50.00 plus \$50.00 per month for QuickBooks and website with support. Said onetime and monthly payments shall not be deducted from any commissions but rather must be paid by a provided credit card on account designated the Affiliates Master Account.

4. Referral Program Approval. Affiliate will have Company pre-approve any method of referral method prior to any public access including but not limited to print, radio, internet, flier or any other means of advertising. At no time shall the generic listed toll free number assigned to Affiliates website be advertised unless Affiliate is issued a separate toll free number and assumes full time answering of said toll free number.

5. Financial Compensation. Affiliate to receive a payment on a monthly basis of 75% of the payments received from active transferred Subscribers for the basic monitoring rates that the Subscriber initially signed up for. (Excluding taxes and any special fees or percentages charged ABOVE & BEYOND basic monitoring services with a \$5.00 per account minimum to be withheld by Company. Non-basic or optional services include but are not limited to: Any automatically sent signal, including Openings, Closings, Tests, Bypasses, Excessive signals, 3rd party routing services, phone company line fees, Non-Credit Card or Non-Auto-Paid Accounts or accounts without an email to deliver invoices to. Contractor shall deduct these fees from the account billing prior to the 75% payout. If account was referred instead of active when added or transferred into dealers alarm partner account after 30 days from the signing of this agreement, the 75% commission rate shall be reduced to 50% with all other factors remaining the same.

6. Conduct of Business. Affiliate shall conduct its business in a manner, which reflects favorably on Company, and maintain such conduct with respect to the Products and Services and the quality image associated therewith.

7. Interference. During the term of this Agreement, and for five (5) years after termination of this Agreement for any reason what so ever, Affiliate and its employees, independent contractors and subcontractors, shall not, at any time solicit, interfere with or otherwise attempt to divert or offer competitive or similar services to any customer, subscriber, or contact made through this agreement that would be in direct competition with services offered by Company, including cancelled accounts or Non-Performing Accounts.

8. The Parties acknowledge that the remedy at law for any breach or threatened breach of the provisions of this section will be inadequate and, accordingly, the Parties agree that the non-breaching Party shall, in addition to any other rights or remedies which it may have, be entitled, without posting bond or other security, to such equitable and injunctive relief as may be available from any court of competent jurisdiction to prevent the breaching Party from violating any of the provisions of this section. In the event that any of the provisions of this Section shall be determined by a court of competent jurisdiction to be in violation of applicable law for any reason whatsoever, then any such provision or provisions shall not be deemed to be void, but shall be deemed to be automatically amended so as to comply with the applicable law. In any event, if any such provisions shall be determined by a court of competent jurisdiction to be wholly or partially invalid, such determination shall not affect the binding effect of the others provisions of such this Section or any of the other provisions of this Agreement.

9. Independent Relationship. It is hereby declared to be the express intention of each of the Parties that the relationship created hereto between Company and Affiliate by this Agreement is that of an independent contractor or sub-contractor and Company, its employees or agents shall not be deemed to be the employee or agent of Affiliate; and Affiliate, its employees or agents shall not be deemed to be the employee or agent of Company. Company and Affiliate shall have the sole right to hire and fire all of their respective employees or agents and shall exercise all control, direction and supervision over them with respect to the work to be performed and the manner in which the work is to be performed, and Company and Affiliate shall not have any right to exercise any control, direction or supervision over the said employees or agents of the other, subject to the limitations set forth in this Agreement.

10. Status, Authorization and Consents. Affiliate is a corporation duly organized, validly existing and in good standing under the laws of the State that they are operating in. Affiliate will, at all times, be qualified to do business, be in good standing and have all necessary licenses and approvals in said State if so required.

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11. Course of Dealing. No course of dealing, course of performance or failure of either Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of any such term, right or condition.

12. Choice of Law. The construction, interpretation and performance of this Agreement shall be governed by the internal laws of the State of Washington without regard to conflict of law principles, and any action may be maintained only in King County, Washington, to which jurisdiction both Affiliate and Company expressly hereby consent as the exclusive jurisdiction and EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY JUDICIAL PROCEEDING.

13. Compliance With Laws. Affiliate has complied and shall comply with all applicable local, state and federal laws, rules, regulations, codes and orders applicable to their business and without limitation, all consumer protection laws and regulations including, without limitation, those consumer protection laws and regulations relating to referral of companies services. Affiliate shall not use or engage in any unfair, deceptive, misleading, fraudulent or abusive acts.

14. Company Representation. If so necessary, Affiliate agrees to offer the use of an individual as a personal representative of company to procure and maintain the required licensing and then whereas the company hereby agrees to make payment n behalf of Affiliate any fees, registration or otherwise in order to facilitate the issuance of the licenses.

15. Term and termination of agreement. This Agreement shall be in effect for the life of the monitored consumer account(s) commencing on the Effective Date (the "Initial Term"). Should agreement be terminated by company for any reason other than breach by Affiliate, a one time payment equal to six (3) times the existing monthly referral fee average shall be paid to Affiliate as full and final compensation for any and all future referral fees and be considered a liquidated damage payment to close entire agreement between both parties and any fees possibly not yet received by Affiliate from company.

16. Assignment. Affiliate shall not transfer, assign or otherwise convey any right or interest under this Agreement, or subcontract or delegate, any service, duty or other obligation to be performed by Affiliate under or relating to this Agreement without the prior written consent of Company. 17. Cause for Termination. As used in this Agreement, "cause" for termination means: (a) Affiliate's failure to perform or fulfill any of the terms under this Agreement. (b) Affiliate engages in any acts which constitute gross or willful misconduct or if Affiliate has (c) been found to have taken, used or converted any information of the Company which Affiliate has agreed to keep secret and protect under this Agreement. (d) Affiliate engages in any activity, which is competitive or injurious to the Company. (e) Affiliate commits fraud. (f) If the Affiliate loses the legal capacity to perform under this Agreement. (g) Affiliate is dissolved, liquidated or files for bankruptcy. (h) Affiliate executes or purports to execute any contract on behalf of Company.

17. Franchise. This Agreement is not intended to constitute a "franchise" under any applicable law.

18. Entire Agreement. This Agreement and the ancillary Agreements referenced herein contain the entire Agreement and understanding between the Parties hereto as to the subject matter hereof and supersede any and all other Agreements or understandings, whether written or oral, between the Parties hereto as to the subject matter hereof; except for surviving obligations under pre-existing Affiliate Agreements, if any.

19. Counterparts. This Agreement may be executed by internet on-line application process and shall be deemed to be an original, and all shall constitute a valid Agreement

20. Obligations Upon Termination. In the event that this Agreement is terminated for any reason, such termination shall not affect Companies obligations to provide any of the continued services under any contract or agreement between Company and Customer.

21. Severability. If any provision of this Agreement shall be determined by an arbitrator or a court of competent jurisdiction to be invalid or unenforceable in any jurisdiction in which these terms and conditions apply, then the meaning of such provision within such jurisdiction shall be construed so as to render it enforceable to the extent practicable, If no practical interpretation would save such provision, it shall be severed from this Agreement and the remaining terms and provisions shall remain in full force and effect, unless leaving the remainder in full force and effect would make the Agreement unjust.

22. Notices. All notices under this Agreement shall be given in writing and shall be effective (i) upon receipt if delivered personally, (ii) upon electronic confirmation if delivered by facsimile to the numbers set forth below, or (iii) three (3) days after deposit in. the U.S. certified or registered mail, postage prepaid. Notices may be sent to the addresses, physical or e-mail or facsimile numbers set forth on this agreement.

23. Waiver. None of the provisions of this Agreement shall either Party unless such waiver is specifically stated in writing and signed in advance by all parties.

24. Construction of Agreement. The Parties each acknowledge and agree that this Agreement was fully reviewed and negotiated by the Parties and their respective legal representative and therefore, no provision of this Agreement shall be interpreted against any Party because such Party or its legal counsel drafted such provision.

25. LIMITATION OF LIABILITY. COMPANY SHALL NOT, IN ANY EVENT, BE LIABLE TO AFFILIATE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR ANY OTHER DIRECT OR INDIRECT LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT OR ANY OBLIGATION RESULTING THERE FROM OR THE USE OR PERFORMANCE OF ANY PRODUCT, SERVICE, OR LICENSED MATERIAL, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT, OR OTHERWISE.

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26. Liquidated Damages. IN ADDITION TO ALL OTHER REMEDIES THE COMPANY SHALL BE ENTITLED TO THE PAYMENT OF \$2,000.00 FOR EACH CUSTOMER OR SUBSCRIBER DIVERTED BY THE AFFILIATE TO A COMPETITOR OR TO ITSELF DURING, OR WITHIN FIVE (5) YEARS FOLLOWING, THE TERM OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS IS A REASONABLE DETERMINATION OF THE NON-BREACHING PARTY'S DAMAGES UNDER THE CIRCUMSTANCES.27. A subscriber is considered valid if services are fully paid for by subscriber. However, if any fees or portions of fees or payments are credited or reversed at anytime, all Affiliate payments may also be reversed accordingly and Affiliate hereby agrees to reimbursement of said payments.

28. Confidentiality. The Parties acknowledge and agree that the Customers information, and all data that is made available to Affiliate, including their name, address, equipment, location where the equipment is installed and associated goodwill are valuable trade secrets. Affiliate agrees to maintain as secret and confidential all "Confidential Information", as defined herein, and agree not to use, disclose, transfer, sell or make such information available to any successors or third parties, except as authorized in advance and in writing by Company. From and after the date of this Agreement, Affiliate shall also restrict its agents, representatives, and employees from having access to or using any Confidential Information unless that use is only for the purpose of performing on this agreement. The term "Confidential Information" means any trade secrets, proprietary or other information reasonably known by the Parties to be confidential or designated as confidential by one or more of the Parties relating to the Affiliate program and/or the Customer, subscriber or dealer accounts, including without limitation (i) the parties marketing and sales practices for monitoring alarm systems and related services, and (ii) any of the following information relating to Subscribers whose accounts are being monitored by Affiliate under this Agreement, any Customer lists, any lists, notes, or compilations which contain the names, addresses, telephone numbers, or any contract information for or relating to the Customers, dealers or subscribers as well as any copies of contracts, agreements, and related documents between any party including Affiliate, company, customer, dealer or subscriber.

29. IN WITNESS THEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY ENTERED INTO WITH TODAY'S DATE AS THE EFFECTIVE DATE WITH SUBMISSION VIA THE INTERNET.

_____/____/____
CenCom.com, Inc. Signature Date

_____/____/____
Affiliates Signature Date

Social Security Number: _____ - _____ - _____ (Required)

UPON COMPLETION, MUST BE **FAXED TO 425-696-0023**

QUESTIONS? CALL BEN PRICE 800-365-2527 EXT. #119

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