

CONTRACT AGREEMENT

It is hereby agreed that the Client, as indicated below, has contracted Network Investments Incorporated, a Licensed Minnesota Real Estate Corporation, for the purpose of representing the Client as an Agent on his behalf, to secure financing for the activity briefly described as follows:

To secure equity capital for XYZ Company, in order to expand their existing product lines. The equity requested is up to ONE Million Dollars (\$1,000,000) which represents up to 25% of XYZ Company Common Stock.

The term "Financing" may include commitments such as, but is not limited to, a single lender/investor, Partnership, Co-Venture Group, Association, or multiple combinations thereof. Conditions or restrictions to this Agent relationship are noted as follows:

This Agreement is binding to all undersigned parties, their successors or their affiliates.

The services rendered by Network Investments may include the compilation and repackaging of information supplied by the Client, or other primary sources, for the purpose of representing appropriate information to prospective Sources in an effort to secure financing. This information process may require specific inquiries with the Client's Officers, Attorneys, Accountants, or other key personnel and sources, in order to properly evaluate the financial validity of the activity for which financing is sought. The Client hereby authorizes the access and release of this information to Network Investments.

This evaluation process is not to be construed as an Audit, as defined by the AICPA, which involves the application of accounting principles, and other tests commonly referred to as "GAAP" procedures, nor will our evaluation be used to provide any other assurances based upon our findings, nor determination of tax consequences.

As consideration for such services, the Client agrees to pay Network Investments a Commission Fee equal to **FIVE PERCENT (5%)** of the total Financial Source commitments. The Commission Fee is earned as the funds are raised, fees contributed, and/or as liabilities are assumed.. The commission fee shall then be immediately paid to Network Investments on a pro-rata basis, as the funds are raised, fees contributed, and/or as liabilities are assumed. Client agrees to allow Network to elect to withhold its fee, so it can then be paid directly to Network from the Financial Sources. An Attorney may be appointed for this transaction to review and record all of the documents pertinent to the transaction and to ensure that all fees are finalized within a timely manner.

INDEMNIFICATION CLAUSE: Network Investments, its associates or representatives, shall not be construed to make or have made any representations that they will, in fact, locate Financial Source commitments, and the Client will not hold Network Investments responsible or liable in any way for the decisions made by the Client based upon such false assumptions.

GOVERNING LAW: This contract shall in all respect be governed by and construed in accordance with the Real Estate Provisions and Laws under the State of Minnesota.

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NON-CIRCUMVENTION CLAUSE: Client promises and agrees that, in consideration of the efforts put forth by Network Investments, or its Sub-Agents to secure financing, the Client, or any of their Affiliates or Successors, will pay Network Investments the fee as stated above, due to the consummation of future financing arrangements, which takes place as a result of the introductions and services rendered by Network Investments. This *Non Circumvention Clause* shall apply to the sources that are disclosed by Notification of Sources, on a separate EXHIBIT A , which may be updated periodically to add new financial sources, and shall remain in effect for a period of **Three (3) Years** from the date that each Source is registered. An updated Notification of Sources, Exhibit A, may simply be transmitted to the Client by FAX or E-mail.

RESIDUAL PROTECTION OF SOURCES CLAUSE: Network Investments will introduce and disclose specific Registered Sources (Exhibit A) to the Client for the purpose of consummating the above mentioned activity. The Client hereby agrees that their Corporation, or any of their Affiliates or Successors, will not engage themselves with the specific Registered Sources (or their affiliates or successors), in any other activity which may not be under the current engagement, without the express written consent of Network Investments. This *Residual Protection of Sources Clause* shall remain in effect for a period of **Three (3) Years** from the date that each Source is disclosed via Notification of Sources, Exhibit A.

ARBITRATION CLAUSE: Client hereby agrees to exercise "Good Faith" to remedy any disputes that may arise during this engagement. This includes entering into Arbitration with the Minneapolis Board of Realtors, or any other Arbitration Authority as prescribed under the laws of the State of Minnesota for the purposes of seeking resolution and obtaining remedies to conclude this engagement.

BINDING AGREEMENT: This contract shall be binding upon, and insure to the benefit of the parties below, and their successors, assigns, personal representatives, affiliates, heirs and if necessary, their estates.

SEVERABILITY: If any term, portion or provision of this contract, or the application thereof is deemed invalid or unenforceable, then said term, portion or provision shall be severable from this contract, and the remaining portions of this contract shall continue to be enforceable.

INTEGRATED CONTRACT: This contract represents the full and complete understanding of the Parties, and may be changed or amended only by a written agreement signed by all Parties, such as the Addendum Exhibit A, or other signed and accepted letter. A copy of this contract shall be furnished to all Parties to the transaction, for the purpose of disclosing and recording this contract. Your acceptance of the terms of this contract as stated above, is indicated by your signatures in the space provided below.

Network Investments, Inc. by:

Client, by:

William E. Bryant, President

Officer #1

Date of This Agreement

Officer #2

Notification of Sources

EXHIBIT A

This Notification of Sources merely discloses the below named individuals, or entities, or their affiliates and successors, as Registered Sources in compliance with the provisions as agreed to and stipulated within the CONTRACT AGREEMENT. Per the terms of the CONTRACT AGREEMENT, this Exhibit A shall supersede and replace any previous Exhibit A with a prior date. No further action or acknowledgment is required by the Client upon this Notification. This Notification is also valid if transmitted by FAX or E-Mail.

	<u>Registered Sources</u>	<u>Registration Date</u>
1	John Doe- Company	January 1, 19XX
2	John Q. Public - XYZ	February 1, 19XX

Network Investments, Inc. by:

William E. Bryant, President

Date_____