



METER

METER Group, Inc. USA COMMISSIONED Agent Agreement

This Original Manufacturer Agreement is entered into by and between METER Group, Inc. USA, a Washington State corporation at 2365 NE Hopkins Court, Pullman WA 99163 (hereinafter referred to as "METER") and

Company Name _____, located at **Address** _____

hereinafter referred to as "Original Equipment Manufacturer" or "COMMISSIONED AGENT").

Agreement Term

The Initial term of this agreement will commence on execution of this agreement.

Termination

Either party may terminate this agreement at any time for any reason or for no reason upon 90 days written notice.

Non-disclosure of Proprietary and Confidential Information

METER and OEM acknowledge that during the course of their work together, OEM will learn or have access to certain information which constitutes proprietary and confidential information including trade secrets, intellectual property and other valuable property which OEM acknowledges is the exclusive property of METER. This information also includes without limitation information relating to current, former or potential customers or clients of METER. The parties agree that OEM will maintain the confidentiality of that information. The obligations contained in this paragraph shall survive termination of this agreement for a period of 3 years from termination of this agreement.

Commissions

The commissions schedule is set forth in Exhibit A, and may be revised from time to time in the sole discretion of METER. Commissions will be paid to Commissioned Agent upon receipt of payment from customer.

Warranty to Customers of COMMISSIONED AGENT and Customer Support

The parties agree that METER shall handle all customer support, warranty claims, and customer service for all products. Commissioned Agent shall not make any additional warranties with respect to the Products of METER.

Relationship of the Parties

COMMISSIONED AGENT is an independent contractor, and nothing herein shall be construed to create an employer-employee, partnership, joint venture, or agency relationship between the parties. COMMISSIONED AGENT shall have no authority, right or power to create any obligation or responsibility on behalf of METER.

Direct Sale of METER Products

COMMISSIONED AGENT agrees that it is not a distributor of METER and will not sell METER products directly to customers. COMMISSIONED AGENT will refer customers wishing to purchase METER products to METER for which they will be compensated by the commission schedule outlined in Exhibit A.

Indemnification

COMMISSIONED AGENT shall indemnify and hold METER harmless from and against any and all damages, liabilities, costs and expenses (including reasonable attorney's fees) that METER incurs as a result of any threatened or actual suit against METER arising from any of COMMISSIONED AGENT's acts or omissions.

METER shall indemnify and hold COMMISSIONED AGENT harmless from and against any and all damages, liabilities, costs and expenses (including reasonable attorney's fees) that COMMISSIONED AGENT incurs as a result of any threatened or actual suit against COMMISSIONED AGENT arising from any of METER acts or omissions.

Governing Law

This Agreement shall be construed in accordance with the laws of the state of Washington (notwithstanding conflict of laws) and the Parties hereby submit to jurisdiction and venue in the state and federal courts of Washington for purposes of interpretation, validity, and enforcement of the terms of this Agreement.



METER

Legal Counsel/Construction

By signing this agreement Recipient acknowledges that Recipient has been advised to seek legal counsel to review this agreement and has done so, or has knowingly waived the opportunity to do so. The parties agree that this agreement has been freely negotiated and any construction or interpretation of this agreement shall not be construed against the drafter.

Amendment

No amendment or modification of this Agreement shall be valid or binding unless it is made in writing and signed by both parties.

Severability

Each provision of this Agreement shall be valid and enforceable to the maximum extent feasible. If one or more provisions of this Agreement are determined to be invalid and/or unenforceable, the remaining provisions shall remain in effect and shall be valid and enforceable according to their terms.

Authorization

The Signatories to this agreement hereby represent and warrant that they are duly authorized to sign on behalf of the parties to this agreement.

Entire Agreement

This Agreement contains the entire understanding of the parties, and supersedes all prior discussions, understandings and agreements between the parties to the extent they are not consistent with the purposes and provisions of this

Agreement

The undersigned, as agents of their companies, are in agreement to the above provisions.

Commissioned Agent

Signature _____

Date _____

Name/Title _____

METER Group, Inc. USA

Representative Signature _____

Date _____

Name/Title _____



METER

METER Group, Inc. USA Exhibit A

Name

Address

City

Prov/State

Postal/Zip

Phone

Date Company Started

DUNS

Personal Information (If company has been in business less than 1 year, complete the personal information on owner/principal)

Name

Address

City

Prov/State

Postal/Zip

Phone

Distributor or Reseller

Discount Amount

Expiration Date

Commissioned Agent

Commissioned Amount

Expiration Date

Authorized Officer

Signature of Authorized Officer

Date

Printed Name

Title

METER Rep Signature

Date

Printed Name

Title
