



**Invisible Hand Networks
AGENT SALES AGREEMENT**

This Sales Agency Agreement (the “Agreement”) dated as of _____ (the “Effective Date”) is entered into by and between Invisible Hand Networks Inc. (the “Company”), a Delaware Corporation, with offices at 670 Broadway, 2nd Floor, New York, NY 10012 and _____ (the “Agent”) of _____.

RECITALS

Invisible Hand Networks, Inc. provides Internet Hosting and Collocation Services, and related Services, and Agent desires to represent and sell such Services, Invisible Hand Networks and Agent intend that Agent act as a sales Agent for certain of the Company’s Services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties do hereby agree as follows:

1. AGENT APPOINTMENT

Invisible Hand Networks Inc. appoints Agent as a non-exclusive authorized representative for selling the Services of the Company. Representative’s appointment does not include the authority or responsibility to negotiate the terms of any sale of these Services. Representative accepts such appointment subject to the terms and conditions set forth herein.

2. REPRESENTATIVE OBLIGATIONS

2.1. Representative shall not, change any order accepted by the Company, make any guarantees concerning the services, grant or allow any refund for any Service, or grant any allowance for the Services.

2.2. Representative shall communicate information to Invisible Hand Networks’ prospects and customers as the Company may reasonably request, including information concerning the Services and the terms and conditions of sale thereof. Information concerning the Services shall be communicated to customers and prospective customers only in accordance with the Service specifications and availabilities established by the Company from time to time and available for viewing at <http://www.invisiblehand.net> or otherwise communicated to Representative by the Company.



2.3. Representative acknowledges that the trademarks used by Invisible Hand Networks are the sole property of the Company. Representative shall not use the Company's trademarks except to identify the Services sold by Invisible Hand Networks in a manner approved by the Company. Upon termination of this Agreement, Representative shall cease completely the use of the Company's trademarks.

2.4. Representative shall identify Invisible Hand Networks Products and Services with the Invisible Hand Networks brand. Sales materials the Representative may prepare, correspondence, and conversations with prospects shall all be deemed opportunities to identify said Products and Services with the Invisible Hand Networks brand.

3. OBLIGATIONS OF INVISIBLE HAND NETWORKS

3.1. Invisible Hand Networks shall sell the Services to customers in accordance with agreements entered into between Invisible Hand Networks and the customers based on referrals made by Representative hereunder.

3.2 Invisible Hand Networks shall Qualify a sales lead generated by the representative, reserving the right to pursue or not to pursue, in its sole discretion, any referral received from Representative and to decline to conclude any agreements based thereon.

3.3. Invisible Hand Networks shall pay Representative commissions in accordance with Section 4 COMPENSATION.

3.4. Invisible Hand Networks shall make standard technical support reasonably available to Representative.

3.5. Invisible Hand Networks shall provide Representative with promotional materials concerning the Services which materials, where possible, shall be returned to Invisible Hand Networks upon request.

4. COMPENSATION

4.1. Invisible Hand Networks, Inc. will pay Representative a commission for any Qualified Sale of Ten percent (10 %) of monthly Bandwidth revenues after 12 months, or in the amount of the second month of revenues actually received by Invisible Hand Networks from a the customer of the Qualified Sale, during the Commission Period, net of sales taxes, similar taxes, refunds, rebates, or other returns, adjustments or allowances made by Invisible Hand Networks with respect to such sales.

4.2. A "Qualified Sale" is any sale made by Representative that: (1) results in a consummated agreement between Invisible Hand Networks and the Customer, and (2) is of a new, and not preexisting, customer or active prospect of Invisible Hand Networks and which Invisible Hand Networks determines would not have entered such an agreement but for Representative's action.



4.3. The “Commission Period,” with respect to any particular Invisible Hand Networks Services customer for which Representative is eligible for a commission, is the period beginning on the date the first order is received from that customer and ending at the close of twelve (12) months following that date.

4.4. Other compensation and temporary incentives may be agreed to by the parties from time to time. Where development of a customer requires special arrangements, the parties may agree to vary the commission called for by this Agreement. All agreements concerning compensation or incentives shall be in writing.

4.5. In the event two or more Invisible Hand Networks representatives are involved in a particular referral or sale, Invisible Hand Networks in its sole discretion may divide the commission between the representatives involved. In such instances, Invisible Hand Networks' s aggregate obligation to all representatives shall not exceed the amount of the commission that would have been payable had only one representative participated in the referral or sale. Invisible Hand Networks shall not split a commission if it determines that no material second representative's effort is involved. All decisions concerning the division of commissions are within the sole discretion of Invisible Hand Networks , and Representative shall have no claim against the Company concerning the division of commissions.

4.5.1. Sharing of commissions is subject to Exhibit A, Schedule of Exclusive Accounts, attached hereto, and as may be amended from time to time as agreed upon by both Invisible Hand Networks and Representative.

4.6. With respect to sales on which Representative is entitled to a commission, Invisible Hand Networks shall do the following:

4.6.1. The Company shall provide Representative with a report listing such sales within 30 days of the end of each quarter.

4.6.2. Within 30 days after the end of the quarter in which revenues subject to commission are received, Invisible Hand Networks shall: (a) provide Representative with a commission statement showing: (i) the computation of all gross commissions earned during the preceding quarter; (ii) the amount of any adjustments; and (iii) the net commissions due and owing Representative; and (b) pay Representative the net commissions due and owing Representative.

4.6.3. Commissions shall be paid only after and to the extent Invisible Hand Networks receives revenue from its sales of Service to a customer based on a referral made by Representative and shall be calculated net of sales taxes, similar taxes, refunds, rebates, or other returns, adjustments or allowances made by the Company.



5. ACCEPTANCE OF REFERRALS

All referrals are subject to acceptance or rejection by Invisible Hand Networks. Representative shall not accept any order for Services or represent that it has the authority to accept any order on the Company's behalf.

6. TERMS OF SALE

All promotion of the Services or Products by Representative and all sales of Services or Products by Invisible Hand Networks shall be at prices and upon terms and conditions established by the Company in its sole discretion, and Invisible Hand Networks shall have sole discretion with respect to changes in prices and all other terms and conditions of sale. Except for product information generally and publicly available from Invisible Hand Networks, Representative shall not make representations concerning delivery or other terms and conditions of sale.

7. CONFIDENTIAL INFORMATION

From time to time, Invisible Hand Networks may disclose to Representative technical, business and marketing information, which information is not generally known in the industry ("Confidential Information"). Representative shall not disclose Confidential Information or, except to the extent necessary to carry out its obligations under this Agreement, use Confidential Information. Representative's obligations under this paragraph shall survive termination of this Agreement.

8. TERM AND TERMINATION

8.1. The term of this Agreement shall commence on the Effective Date as determined pursuant to Section 10.13 and, unless otherwise terminated in accordance with the terms hereof, will continue for a period of one (1) year with automatic annual renewals thereafter unless either party gives notice of non-renewal not less than thirty (30) days before the end of the then-current term.

8.2. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement without cause by providing 30 days' written notice to the other party.

8.3. Invisible Hand Networks may terminate this Agreement for cause: (a) upon any breach of this Agreement if such breach is not cured within 10 days after receipt of written notice thereof from Invisible Hand Networks; (b) immediately upon any transfer of ownership of majority of Representative's stock from present stockholders to new stockholders; and (c) immediately upon Representative's insolvency, bankruptcy, suspension of business, assignment of assets for the benefit of creditors, voluntary dissolution, or appointment of a trustee for all or a substantial portion of Representative's assets.



8.4. Following termination of this Agreement by either party without cause, Invisible Hand Networks shall pay Representative full commissions otherwise due on sales pursuant to customer referrals received prior to the effective date of the termination if: (a) Invisible Hand Networks, consummates an agreement with the customer for sale of the Service or Product based on the referral; (b) the referral is one on which Representative would be entitled to a commission absent termination; and (c) the consummated agreement occurs within 60 days of the Representative's last contact with the customer or within 60 days of Invisible Hand Networks' last contact with the customer which contact was pursuant to an introduction made by the Representative.. Except as expressly provided in this paragraph, Invisible Hand Networks shall have no obligation to Representative for commissions on sales of Service that is performed after the effective date of the termination.

8.5. Upon termination, whether by notice of termination or expiration, Representative shall cease holding itself out as a sales representative for Invisible Hand Networks and its Services. Representative shall have no claim for compensation or damages based on its termination in accordance with the terms of this Agreement.

8.6. The provisions of this Agreement that either expressly or by their nature survive termination (including, without limitation, Representative's indemnification obligations) will survive, but in all other respects the obligations of the parties will cease upon termination of the Agreement.

9. LIMITATION OF REMEDIES AND LIABILITY

Invisible Hand Networks shall not be liable to representative or any person for Invisible Hand Networks 's failure to conclude any agreement based on a referral, to fill any orders, for error in filling orders, or for any delay in delivery. In no event shall Invisible Hand Networks be liable for any indirect, special, incidental, or consequential damages, whether or not caused by the intentional acts or omissions or negligence of Invisible Hand Networks, its employees or agents.

10. GENERAL PROVISIONS

10.1. Nonassignment. Representative shall not assign, transfer, or sell its rights under this Agreement, or delegate its duties hereunder, without the prior written consent of Invisible Hand Networks.

10.2. Independent Representative. Representative is an independent business and neither has nor will have any power, right or authority, nor will Representative represent that it has any power, right or authority, to bind Invisible Hand Networks or to assume or to create any obligation or responsibility, express or implied, on behalf of Invisible Hand Networks . Nothing stated in this Agreement shall be construed as constituting Representative and Invisible Hand Networks as partners or as creating a relationship of



employer and employee, master and servant, or principal and agent between the parties hereto.

10.3. Disputes. The rights and liabilities of the parties arising out of or relating to this Agreement will be governed by the laws of the state of New York, and any dispute arising out of or relating to this Agreement will be submitted to binding arbitration in new York, pursuant to the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award may be entered in any court of competent jurisdiction; provided, however, that either party may seek preliminary injunctive or other equitable relief pending arbitration to prevent irreparable harm. The prevailing party in any arbitration or litigation shall be entitled to recover all reasonable expenses thereof, including attorneys' fees in connection with such proceedings or any appeal thereof.

10.4. Compliance with Laws and Other Requirements. Representative agrees to comply with all laws, rules, or regulations applicable to its performance under this Agreement and its sales of the Services. Representative agrees that it shall not, nor shall it permit or assist others to: use the Services for any purpose other than that for which it was intended or alter, tamper with, or adjust the Services. Representative agrees that it shall not utilize, nor permit others to utilize, the Services for any unlawful purpose. Representative agrees that it shall not, nor shall it permit or assist others to, abuse or fraudulently use the Services, including, but not limited to the following circumstances: (a) obtaining or attempting to obtain the Services by any means or device with intent to avoid payment; (b) unauthorized access, misappropriation, alteration, destruction, or any attempt thereof, of any content or other information of another Invisible Hand Networks customer by any means or device; (c) using the Services so as to interfere with the use of Invisible Hand Networks Services by other customers or authorized users, or in violation of the law, or in aid of any unlawful act; (d) using the Services in a manner which in the sole opinion of Invisible Hand Networks, is not in accordance with the generally accepted rules of Internet, transmission, or other pertinent conduct and etiquette as may be reasonably adopted and interpreted Invisible Hand Networks. Upon the occurrence of any of the foregoing violations of Representative's responsibilities, Invisible Hand Networks may, without further notice, and in addition to all other remedies, suspend its performance and/or terminate this Agreement with no further obligation to Representative.

10.5. MODIFICATION. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND NO MODIFICATION OR WAIVER OF ANY OF THE PROVISIONS, OR ANY FUTURE REPRESENTATION, PROMISE, OR ADDITION, SHALL BE BINDING UPON THE PARTIES UNLESS MADE IN WRITING AND SIGNED BY BOTH PARTIES.

10.6. Severability. If any term or provision in this Agreement shall to any extent be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby



and each term and provision of the Agreement shall be valid and enforced to the fullest extent permitted by law.

10.7. Headings. The headings in this Agreement are included only for convenience and shall not control or affect the meaning or construction of this Agreement.

10.8. Non-Waiver. No waiver of any violation or nonperformance of this Agreement in one instance shall be deemed to be a waiver of any subsequent violation or nonperformance. All waivers must be in writing.

10.9. Indemnification. Representative will indemnify and hold harmless (and, at Invisible Hand Networks's written request, defend) Invisible Hand Networks and its officers, directors, agents, and employees from any claims, demands, loss, damage, liability, or expense, including attorneys' fees at trial, on appeal, and on any petition for review, arising out of the acts or omissions of Representative or its agents or employees or arising out of Representative's breach of this Agreement.

10.10. Attorneys' Fees. In the event any suit, action, or arbitration proceeding is brought to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred during the arbitration proceeding, at trial, on appeal, and on any petition for review, together with such other expenses, costs, and disbursements as may be allowed by law.

10.11. Force Majeure. Neither party shall be liable to the other for acts beyond its reasonable control including, but not limited to, acts of God, or public enemy, acts of other parties, governmental laws, regulations or requirements, the acts or failure to act of any governmental authority, acts of civil or military authority, labor disputes, fires, riots, wars, embargoes, epidemics, floods, unusually severe weather, or shortage or absence of power or fuel.

10.12. Notices. All notices given hereunder shall be in writing and deemed duly given upon personal delivery (including courier service), overnight mail delivery, upon confirmed facsimile transmission, or five (5) days after deposit, postage prepaid, in the first class mail of the United States properly addressed to the other party at the address(es) shown below or at any other address(es) as the party may designate by ten (10) calendar days prior written notice given in accordance with this provision.



InvisibleHand
Networks, Inc.

Representative:

Invisible Hand Networks

670 Broadway
2nd Floor
New York, NY 10012

Contact: President
Facsimile No. 212-202-7640

10.13. Effective Date. This Agreement will be effective when signed by both parties.

Invisible Hand Networks	(Representative's legal name)
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____



InvisibleHand
Networks, Inc.