

AGENCY AGREEMENT # _____

THIS AGREEMENT ("Agreement") is made and effective on _____ 2004, by and between South East Commerce Corp., Florida Corporation, whose registered address is 5201 Blue Lagoon Drive 9F, Miami, Florida 33126 ("Company") and _____

_____ ("Agent").

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Definitions.

As used herein, the following terms shall have the meanings set forth below:

A. "Web Store" shall mean the Company's B2B Web Store at <http://eurochoice.com>.

B. "Product" shall mean the products of the following manufacturers, as presented at the Web Store (list by 3-letters Manufacturer's IDs):

Non-Alcoholics _____

Alcoholic Beverages _____

Wine _____

Distilled Spirits _____

B. "Territory" shall mean the territory of the _____

C. "Customer" shall mean qualified customer of Product, residing on the Territory that have been enrolled by Agent at the Web Store and approved by Company.

D. "Order" means single order for purchase of Product, placed by the Customer to the Company through the Web Store.

2. Appointment.

Company hereby appoints Agent as its exclusive sales Agent for the Products in the Territory, and Agent hereby accepts such appointment. Agent's sole authority shall be to solicit Orders for the Products at the Territory in accordance with the terms of this Agreement. Agent shall not have the authority to make any commitments whatsoever on behalf of Company.

3. General Duties.

A. Agent shall use its best efforts to promote the Products and maximize the sale of the Products in the Territory. Agent shall also provide reasonable "after sale" support to Customers and generally perform such sales related activities as are reasonable to promote the Products and the goodwill of Company in the Territory. Agent will devote adequate time and effort to perform its obligations. Agent shall neither advertise the

Products outside the Territory nor solicit sales from customers located outside the Territory without the prior written consent of the Company. Agent is responsible for obtaining its business license for agency services, if it is required in the state(s) of its agency activity.

B. To keep exclusivity for the Territory Agent undertakes to enroll Customers, which will place during each year, Orders for not less than \$_____, but for 2004 this minimum sales target shall be set as 25%, for 2005 as 75%, for 2006 and all further years for indefinite period – as 100% of the above value.

4. Reserved Rights.

If at the end of the year the minimal annual sales value as per Sec. 3B has not been attained, Company shall be entitled, but not obliged, subject to giving one month's notice, at its choice, to cancel Agent's exclusivity, or to reduce the extent of Territory.

5. No Conflict of Interest.

During the validity of this Agreement Agent is not allowed to represent or promote any other products that compete with the Products, defined in Sec. 1B of this Agreement, unless Agent is not acting as well as Distributor and can prove that was handled such products before entering into this Agreement.

6. Independent Contractor.

Agent is an independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint venturers, co-owners or otherwise, or (iii) allow Agent to create or assume any obligation on behalf of Company for any purpose whatsoever. Agent is not an employee of Company and is not entitled to any employee benefits. Agent shall be responsible for paying all income taxes and other taxes charged to Agent on amounts earned hereunder. All financial and other obligations associated with Agent's business are the sole responsibility of Agent.

7. Indemnification.

A. Indemnification by Agent. Agent shall indemnify and hold Company free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasant acts of Agent, its employees or its agents.

B. Indemnification by Company. Company shall indemnify and hold Agent free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of defects in the Products caused by Company or failure of Company to provide any Products to a Customer that has properly placed his Order.

8. Compensation.

A. Sole Compensation. Agent's sole compensation under the terms of this Agreement shall be a commission computed as part of the total value of each Order as per following schedule:

A1. From Orders, placed by third party Customers of following retail categories, enrolled by Agent:

- RN (U.S. Retailer of Non-Alcoholics),
- RNWBS (U.S. Retailer of Non-Alcoholics, Wine, Beer and Spirits)

or from Agent's own orders, if Agent is acting as Distributor and enrolled as Customer of one of wholesale categories:

- WN (U.S. Wholesaler of Non-Alcoholics),
- WNWB (U.S. Wholesaler of Non-Alcoholics, Wine and Beer),
- WNWBS (U.S. Wholesaler of Non-Alcoholics, Wine, Beer and Spirits),
- DFRFI (U.S. Duty-Free Reseller or Foreign Importer).

Order Value (\$)	Commission (%)
0-100,000	15

A2. From Orders, placed by third party Customers of wholesale categories (Distributors), enrolled by Agent:

- WN (U.S. Wholesaler of Non-Alcoholics),
- WNWB (U.S. Wholesaler of Non-Alcoholics, Wine and Beer),
- WNWBS (U.S. Wholesaler of Non-Alcoholics, Wine, Beer and Spirits),
- DFRFI (U.S. Duty-Free Reseller or Foreign Importer).

Order Value (\$)	Commission (%)
0-100,000	2

B. Basis of Commission. The Commission shall apply to all Orders placed by the Customers and for which payment and shipment has occurred. Commissions shall be computed on the net amount billed by Company to the Customer, based on the sales prices listed at the Web Store at the time of purchase, and no commission shall be paid with respect to charges for freight, enhanced shipping service options, which are including but not limited to notify before delivery, inside delivery, lift-gate services etc, state excise taxes, insurance, trade discounts, and returned products.

C. No commissions shall be paid on:

- Orders solicited by Company within the Territory before the date of this Agreement;
- orders received from outside the Territory, even if Agent receives the initial inquiry from outside the Territory, unless otherwise agreed in writing by Company;
- Orders solicited by Agent where Agent is acting as Customer of retail category;
- Orders received from Customers, whose initial or renewal registration is made without Agent ID properly inserted into the New Customer Application or Renewal Application of these Customers or with Agent ID inserted with error.

D. Payment Terms.

(i) The commission on a given Orders shall be due and payable within 3 business days upon Order is paid and shipped, whatever is later. Payment of commissions shall be made by electronic funds transfer to Agent's verified PayPal account_____. To receive commission from each Order Agent shall e-mail to the Company's Billing Department (billing@SECCorp.com) its PayPal Money Request with reference in the NOTE field of the Request to the Customer ID, Order Number, its Total Value without freight, percent and amount of commission due. Agent understands that for receipt of commissions its Agent ID shall be identical to the e-mail address, linked with its verified PayPal account and inserted into the field "Agent ID" of Customer Registration Form as well as into the field "List account number(s) here (optional)" of the IRS form W-9 send to the Company together with this Agreement.

(ii) **If Agent is acting as Customer of wholesale category (Distributor), the Agent's compensation from its own purchases shall be provided as Wholesale Discount in amount, equal to defined in Sec. 8A of this Agreement. Wholesale Discount, as well as Order Value Discount, will be deducted from each Order value.**

E. Commission Charge-Back. Company shall have a right to set forth cash discounts, to make such allowances and adjustments to accept such returns from Customers, and to write off as bad debts such overdue Customer accounts as it deems advisable. In each such case Company shall charge back to Agent's account any amounts previously paid or credited to it with respect to such cash discounts, allowances, adjustments, return or bad debts.

9. Sales of the Products.

A. Prices and Terms of Sale. The current Product prices and standard terms and conditions of sale are published at Demo Department and page Terms of the Web Store. Agent shall quote to Customers and potential Customers only those authorized prices and terms and conditions. Each order shall be governed by the prices, terms and conditions in effect at the time the order is accepted.

B. Orders. All Orders for the Products shall be placed at the Web Store. Agent shall get the copies of all commissionable Orders from its Customers.

C. Invoices. Company shall render all invoices directly to Customers. Orders shall be paid by Customers directly to Company.

D. Collection. Full responsibility for collections, if any, from Customers rests with Company, provided that Agent shall at Company's request assist in such collection efforts.

E. Inquiries from Outside the Territory. Agent shall promptly submit to Company, for Company's attention and handling, the copies of all inquiries received by Agent from customers outside the Territory.

10. Product Warranty and Product Availability.

A. Product Warranty. Any warranty for the Products shall run directly from Company to the Customers and pursuant to the warranty the Customers shall return any allegedly defective Products to Company. Agent shall have no authority to accept any returned Products.

B. Product Availability. Under no circumstances Company shall be responsible to Agent or anyone else for its failure to fill accepted orders, or for its delay in filling accepted Orders, when such failure or delay is due to strike, accident, labor trouble, acts of nature, freight embargo, war, civil disturbance, vendor problems or any cause beyond Company's reasonable control.

11. Demonstration Units.

Any sample or demonstration unit ("Demonstrator") of the Products provided by Company to Agent shall remain the property of Company. Agent shall have full responsibility of keeping each Demonstrator in proper condition during the entire time that the unit is in Agent's possession. Within one week of a written request from Company, Agent shall return each Demonstrator in good condition to Company, less reasonable wear and tear.

12. Additional Responsibilities of Agent.

A. Expense of Doing Business. Agent shall bear the entire cost and expense of conducting its business in accordance with the terms of this Agreement.

B. Facilities. Agent shall provide itself with, and be solely responsible for, (i) such facilities, employees, and business organization, and (ii) such permits, licenses, and other forms of clearance from governmental or regulatory agencies, if any, as are necessary for the conduct of Agent's business operations in accordance with this Agreement.

C. Promotion of the Products. Agent shall, at its own expense, vigorously promote the sale of and stimulate demand for the Products to his registered and/or potential customers by direct solicitation. In no event shall Agent make any representation, guarantee or warranty concerning the Products except as expressly authorized by Company.

D. Customer Service. Agent shall diligently assist Customers' personnel to register at Web Store as well as show its features and explain which advantages Customers will receive by purchasing from Web Store. Agent shall study carefully the Business Terms as well as Privacy and Security Statement of the Web Store. Agent shall perform such customer services at no additional cost as good salesmanship requires and as Company and Customer may reasonably request.

E. Advising of Changes. Agent shall promptly advise Company of (i) any changes in Agent's status, organization, personnel, and similar matters, (ii) any changes in the key personnel, organization, and status of any major customers of Company, registered by Agent in the Territory, and (iii) any political, financial, legislative, industrial or other events in the Territory that could affect the mutual business interests of Agent and Company, whether harmful or beneficial.

F. Books and Records. Agent shall maintain and make available to Company accurate books, records, and accounts relating to the business of Agent with respect to the Products. Agent shall also maintain a record of any customer complaints regarding either the Products or Company and immediately forward to Company the information regarding those complaints.

13. Additional Obligations of Company.

A. Assistance in Promotion. Company shall, at its own option, promptly provide Agent with available marketing and technical information concerning the Products, brochures, instructional material, advertising literature, and other Product data.

B. New Developments. Company shall inform Agent of available to Company new product developments that are competitive with the Products and other market information and competitive information as discovered from time to time.

14. Trademarks and Trade names.

A. Use. During the term of this Agreement, Agent shall have the right to indicate to the public that it is an authorized Agent of Company and to advertise within the Territory the Products under the trademarks, marks, and trade names that Company may adopt from time to time ("Company's Trademarks"). Nothing herein shall grant Agent any right, title, or interest in Company's Trademarks. At no time during or after the term of this Agreement shall Agent challenge or assist others to challenge Company's Trademarks or the registration thereof or attempt to register any trademarks, marks or trade names confusingly similar to those of Company. Company indemnifies its Agent for all use of Company's Trademarks.

B. Approval of Representations. All presentations of Company's Trademarks that Agent intends to use shall first be submitted to Company for approval (which shall not be unreasonably withheld) of design, color, and other details or shall be exact copies of those used by Company.

15. Term and Termination.

A. Term. This Agreement shall commence at the date first above written for indefinite period unless terminated as provided herein. Thereafter, this Agreement shall continue until terminated upon at least 30 days notice by either party.

B. Termination for Cause. If either party default in the performance of any material obligation in this Agreement, the non-defaulting party may give written notice to the defaulting party and if the default is not cured within 30 days following such notice, the Agreement shall be terminated.

C. Termination for Insolvency. This Agreement shall terminate, without notice, (i) upon the institution by or against Agent of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Agent's debts, (ii) upon Agent's making an assignment for the benefit of creditors, or (iii) upon initiation of dissolution proceedings of the Agent.

D. Additional Commissions. In addition to any commissions already earned by Agent but not yet paid by Company under the terms herein, Company shall pay commissions to Agent on all orders from the Customers for which Company receives payments within 30 days after the date of termination of this Agreement ("Additional Commissions"). The payment of such Additional Commissions shall only be applicable, however, if Agent has complied in a timely manner with the provisions of subsection E. below. The schedule and basis for Additional Commissions shall be as set forth in Section 8 above. No Additional Commissions shall be earned by Agent or paid by Company until payment for the Order on which the Additional Commission is based is received by Company. Additional Commissions shall be earned pro rata on partial payments received on Order solicited by Agent.

E. Return of Materials. All of Company's trademarks, trade names, patents, copyrights, designs, drawings, formulas or other data, photographs, demonstrators, literature, and sales aids of every kind shall remain the property of Company. Within 10 days after the termination of this Agreement, Agent shall return all such items to company at Agent's expense. Agent shall not make or retain any copies of any confidential items or information that may have been entrusted to it. Effective upon the termination of this Agreement, Agent shall cease to use all trademarks, marks and trade name of Company.

16. Limitation of Liability.

In the event of termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other, because of the termination for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of Company or Agent. Company's sole liability under the terms of this Agreement shall be for any unpaid commissions under Sec. 8 and Sec. 15 of this Agreement.

17. Confidentiality.

Agent acknowledges that by reason of its relationship to Company hereunder it will have access to certain information and materials concerning Company's business plans, customers, technology, and products that is confidential and of substantial value to Company, which value would be impaired if such information were disclosed to third parties. Agent agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by Company. Company shall advise Agent whether or not it considers any particular information or materials to be confidential. Agent shall not publish any technical description of the Products beyond the description published by Company. In the event of termination of this Agreement, there shall be no use or disclosure by Agent of any confidential information of Company.

18. Governing Law and Jurisdiction.

This Agreement shall be governed by and construed according to the laws of the State of Florida.

19. Entire Agreement.

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes any prior discussions or agreements between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged.

20. Notices.

Any notices required or permitted by this Agreement shall be deemed given if sent by certified mail, postage prepaid, return receipt requested or by recognized overnight delivery service or by fax or by e-mail as below:

If to Company:
South East Commerce Corp.
5201 Blue Lagoon Dr. 9F
Miami, FL 33126-2064
Fax: (305)723-7792
E-Mail: admin@seccorp.com

If to Agent:

21. Non-Assignability and Binding Effect.

A mutually agreed consideration for Company's entering into this Agreement is the reputation, business standing, and goodwill already honored and enjoyed by Agent under its present ownership, and, accordingly, Agent agrees that its rights and obligations under this Agreement may not be transferred or assigned directly or indirectly. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

22. Severability.

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

23. Legal Expenses.

The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it

may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

24. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

25. Other Conditions.

This contract is made two originals. One original is retained by each party. Fax copy signed by both parties has full power until the exchange by signed originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY:

AGENT:

Signature Block

Signature Block