

EXHIBIT E

Form of Product Sales Agreement

**PRODUCT SALES AGREEMENT**

**RE: Sale of iStream Imaging, Inc., Products for Distributor**

This Product Sales Agreement ("Agreement") is effective as of the \_\_\_ day of \_\_\_\_\_, 200\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ located at \_\_\_\_\_ ("Distributor") and \_\_\_\_\_ ("ISR").

**RECITALS**

**WHEREAS**, DISTRIBUTOR is approved as a Master Distributor by iStream Imaging, Inc. (iStream") to promote, market and sell (collectively, "Sell" or "Selling") the various financial processing products and services of the third parties iStream and affiliates ("Products") to individuals and businesses either directly or through the efforts of independent sales representatives;

**WHEREAS**, in order to Sell the Products, others Selling on DISTRIBUTOR'S behalf must comply with certain sales standards and guidelines; and,

**WHEREAS**, ISR desires to Sell the Products made available to ISR by DISTRIBUTOR according to the terms and conditions specified in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for the mutual benefit of the parties to this Agreement, it is hereby agreed that:

**1. Sales Relationship.** ISR hereby agrees to Sell the Products made available to ISR by DISTRIBUTOR under the terms and conditions of this Agreement. ISR shall cooperate and comply with any requests by DISTRIBUTOR for background and credit checks on ISR. ISR shall be compensated by DISTRIBUTOR for Selling Products pursuant to a separate agreement. This Agreement applies only to requirements for Selling Products and supercedes conflicting terms in any other agreements between ISR and DISTRIBUTOR as to Selling Products.

**2. Independent Contractor Status.** ISR and DISTRIBUTOR intend and agree that they shall act as independent contractors under this Agreement. In Selling Products, ISR shall have no authority to, and shall not, (1) bind DISTRIBUTOR or iStream to any contract or agreement, (2) incur any obligation or liability on behalf of DISTRIBUTOR or iStream, or (3) allow judgment to be taken or confessed against DISTRIBUTOR or iStream.

**3. Term and Termination.** The term of this Agreement will begin on the date set forth above and will continue going forward unless this Agreement is terminated. Either DISTRIBUTOR or ISR may terminate this Agreement at any time, for any reason (or for no reason), upon written notice to the other party. If this Agreement is terminated, ISR shall no longer be able to Sell Products for DISTRIBUTOR. Upon termination, all Confidential Information (defined below) and materials concerning Products shall be immediately returned to DISTRIBUTOR including, without limitation (i) Procedures (defined below) in any form and other materials concerning Products, and (ii) all customer lists pertaining to the Products. Items in electronic form shall be deleted. If requested, ISR agrees to sign an affidavit attesting to the return or destruction of items encompassed by this Section 3. In addition, if termination is due to a breach of this Agreement or any act of fraud or misrepresentation by ISR, DISTRIBUTOR shall have no further obligation to pay any future compensation or other amounts to ISR. Sections 6, 7 and 8 shall survive the termination of this Agreement.

**4. Procedures and Responsibilities.** ISR will participate in all required training programs to educate and certify in the appropriate method for Selling Products. In Selling Products, ISR shall act honestly and in good faith, and shall remain in compliance with the requirements of this Agreement and with (i) iStream's written sales standards and procedures for Selling Products as provided by DISTRIBUTOR to ISR from time to time, (ii) the Code of Conduct contained in Exhibit A, and (iii) all applicable laws, rules and regulations (collectively, "Procedures"). Additional responsibilities of ISR include (a) Product presentations to potential Customers (defined below), (b) completing and submitting all Application Documents (defined in Section 5) according to the Procedures, and (c) instructing those customers accepted by iStream to receive Products ("Customers") in the proper use and administrative techniques to effectively utilize the Products. ISR shall be responsible for obtaining proper identification from potential Customers and ISR agrees to remain alert and promptly notify DISTRIBUTOR of any unusual or suspicious situation involving a Customer which could result in a loss to DISTRIBUTOR or iStream. All healthcare and financial information of potential or actual Customers which is protected by law must not be disclosed by ISR in violation of the law and must be safeguarded in accordance with Section 8. Any use by ISR of the iStream name, or the name of the bank used by iStream relating to Products, must specifically comply with the Procedures.

**5. Product Applications and Agreements.** DISTRIBUTOR will provide ISR with all necessary applications, agreements and other paperwork necessary to Sell Products to potential Customers ("Application Documents"). ISR will complete and submit the Application Documents without modification, alteration or amendment and ISR acknowledges that it has no authority to make any representations, warranties, agreements or guarantees altering the standard terms and conditions of the Application Documents.

**6. Customer Relationship; Nonsolicitation.** Ownership of the Customer relationship shall always remain with iStream and ISR must comply with and uphold DISTRIBUTOR's non-interference duties to iStream. Accordingly, as long as ISR is receiving any form of compensation for Selling Products and for a two (2) year period thereafter, ISR shall not cause or permit itself or any of its employees, agents, independent contractors, or other third parties with whom ISR is working to (i) in any way, interfere with the business relationship between DISTRIBUTOR, iStream or any Customer, (ii) solicit any Customer with respect to any other provider of products and services similar to, or the same as, the Products or (iii) solicit Customers to leave, transfer, or otherwise take any such Customer's business as to the Products to another entity or other provider of products and services similar to, or the same as, the Products made available by DISTRIBUTOR and iStream. In addition to any other rights or remedies which DISTRIBUTOR or iStream may otherwise have, if such a violation occurs, ISR's right to any compensation for Selling Products shall immediately terminate and DISTRIBUTOR shall have no further obligation to pay any future compensation or other amounts to ISR.

**7. Indemnification.** ISR agrees to indemnify and hold DISTRIBUTOR, iStream and their affiliates, partners, directors, officers and employees harmless from and against any actions, claims, demands, damages, losses, liabilities, judgments, fines, penalties and expenses, including attorney fees, arising from or related to any (i) breach by ISR of any requirement of this Agreement (ii) any acts or omissions of ISR, or any third party claim relating to acts or omissions of ISR, in Selling Products, (iii) any misrepresentation or fraud arising out of ISR's performance of its duties under this Agreement, and (iv) any fine or penalty for which DISTRIBUTOR is liable if such fine or penalty is attributable to the conduct of ISR.

DISTRIBUTOR agrees to indemnify and hold ISR harmless from and against any and all damages, losses, actions, demands, judgments, costs and expenses (including reasonable attorneys' fees) of or against ISR resulting from DISTRIBUTOR'S breach of this Agreement.

**8. Confidential Information.** ISR acknowledges that all information, data and materials related to Products, potential Customers and Customers must be maintained as confidential and proprietary information ("Confidential Information"), including fees, charges, Procedures, sales kits, training materials, customer lists of any kind and any healthcare or financial information that must be protected by law. ISR

*Confidential*

agrees not to disclose any Confidential Information, except and only to the extent that it is solely necessary to fulfill ISR's duties hereunder.

**9. Miscellaneous.** This Agreement may not be assigned by ISR and is binding upon and inures to the benefit of the parties, ISR's heirs, executors and legal representatives, and DISTRIBUTOR's successors and assigns. If any provision of this Agreement is held invalid, all other provisions shall remain in effect. This Agreement is the entire agreement of DISTRIBUTOR and ISR relating to Selling Products and any change or modification must be in writing and signed by the parties hereto. Oral changes shall have no effect.

**IN WITNESS WHEREOF**, the parties have executed one or more counterparts to this Agreement, which shall become effective as of the first date set forth above.

**ISR:**

**DISTRIBUTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**Exhibit A to Product Sales Agreement**

**Code of Conduct**

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As an Independent Sales Representative, the undersigned shall endeavor to maintain at all times the highest standards of honesty, integrity and professionalism as required in this Code of Conduct by implementing the best practices provided below in selling the products and services of iStream Imaging, Inc. ("Product") for the Master Distributor. At all times I shall conduct myself so as to:

- Clearly and accurately represent the Product, it's capabilities and fees
- Never act misleading as to savings or other benefits that a customer might realize through use of the Product
- Provide equal professional services to all persons irrespective of race, color, religion, sex, handicap, familiar status or national origin
- Not knowingly make false, misleading or inflammatory statements about competitors, their business or their business practices
- Preserve the confidentiality of all confidential information belonging to potential and actual Product customers
- Strive to improve my professional knowledge and skill concerning sale of the Product
- Remain informed of issues impacting the industry of which the Product is a part
- Demonstrate a consistent pattern of responsible service and judgment within the customer and general business environment concerning the Product

I accept the above standards and agree to comply with this Code of Conduct.

\_\_\_\_\_  
*Signature of Independent Sales Representative*

\_\_\_\_\_  
*Social Security #*

\_\_\_\_\_  
*Date*