

ALIEN WORKS LTD. INC.

AUTHORIZED DEALER AGREEMENT

This Authorized Distributor Agreement (this “Agreement”) is made and effective as of _____, _____, by and between Alien Works Ltd., a Delaware corporation (hereinafter referred to as “Alien Works”), _____ (hereinafter referred to as “DISTRIBUTOR”) and _____, (hereinafter referred to as “DEALER”).

1. AUTHORITY

Subject to the terms and conditions of this Agreement, Alien Works hereby authorizes DEALER to represent itself as a non-exclusive Authorized Dealer of Alien Works’ Products and Services for the purpose of soliciting national and international Customers for those Products and Services in the commercial and agricultural market.

2. MANAGEMENT REPRESENTATIVE OBLIGATIONS

2.1 Marketing and Solicitation. During the term of this Agreement, DEALER will use its best efforts to sell Alien Works’ Products and Services in the Territory defined, DEALER shall use and disseminate only current Alien Works provided sales and promotional materials and/or other sales and promotional materials approved in advance by Alien Works.

2.2 Relationship with Alien Works. DEALER acknowledges and agrees that the relationship between it and Alien Works is that of independent contractors, and nothing in this Agreement shall be construed as making DEALER or any of its employees an employee, partner or representative of Alien Works. DEALER may, however, represent itself as an Authorized Alien Works Dealer for Alien Works’ Products and Services. DEALER has neither the express nor implied authority to accept orders from customers on behalf of Alien Works (though it can accept orders in its own name as an Authorized Dealer) , nor to enter into or modify contracts, whether oral or written, on behalf of Alien Works. DEALER shall not represent that its own products or services are affiliated with or endorsed by Alien Works.

2.3 Alien Works Services Warranties. DEALER shall not make any warranties, representations or statements regarding Alien Works’ Products and Services other than those contained in Alien Works’ marketing literature and promotional materials.

2.4 No Licenses or Transfer of Rights. Except for the limited rights granted herein by Alien Works to DEALER relating to use of Alien Works’ marketing materials, nothing in this Agreement shall serve to transfer to DEALER any intellectual property rights in or to Alien Works Services or other intellectual property owned or claimed by Alien Works. As between Alien Works and DEALER acknowledges and agrees that Alien Works has sole right, title and interest in and to all Alien Works Products and Services and Alien Works intellectual property and rights therein and thereto.

2.5 Primary Responsibilities of DEALER. as modified from time to time based on the mutual agreement of DEALER and Alien Works.

3. ALIEN WORKS OBLIGATIONS; SOLICITATION FEES

3.1 Marketing and Solicitation Information. Alien Works shall make available to Dealer all pertinent sales and marketing information, including, but not limited to, current price and data information and sales aids.

3.2 No Obligation to Provide Services. Nothing in this Agreement shall be construed in any way to require Alien Works to provide Alien Works Products and Services to any potential Distributor, Dealer or Customer, whether or not solicited by DEALER or its Sales Representatives pursuant to this Agreement. Alien Works reserves to right to determine whether, and under what terms, it will provide Alien Works Products and Services.

4. TERM AND TERMINATION

4.1 Term. The initial term of this agreement shall be for a period of one (1) year from the Effective Date and will renew automatically for additional one (1) year terms unless either party provides the other party written notice at least thirty (30) days' prior to the end of the term that such party does not want to renew this Agreement.

4.2 Termination. Either party will have the right to terminate this Agreement if: (i) the other party breaches any term or condition of this Agreement and fails to cure such breach within ten (10) days after written notice of the same; (ii) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

4.3 No Liability for Termination. Neither party will be liable to the other for any termination or expiration of this Agreement in accordance with its terms.

4.4 Effect of Termination. Upon the effective date of expiration or termination of this Agreement:

(a) Within thirty (30) days after such expiration or termination, each party will return all Confidential Information (as defined below) of the other party in its possession at the time of expiration or termination and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement; and

(b) Alien Works will continue to tender any fees owed to DEALER pursuant to the terms and conditions of this Agreement, net of any amounts due to Alien Works from DEALER.

5. CONFIDENTIAL INFORMATION

5.1 Confidential Information. Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, including the terms and conditions of this Agreement ("Confidential Information"). Confidential Information will include, but not be limited to, each party's proprietary software and customer information, and in the case of Alien Works will include all non-public information Alien Works or its Agents provide to DEALER. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information.

5.2 Exceptions. Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party.

6. NO WARRANTIES; LIMITATION OF LIABILITY, NON-COMPETITION

6.1 No Warranties. Alien Works does not make, and hereby disclaims, any and all express and/or implied warranties regarding the Alien Works Products and services or any materials provided by Alien Works to DEALER pursuant to this Agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and noninfringement, and any warranties arising from a course of dealing, usage, or trade practice.

6.2 Limitation of Liability. in no event will Alien Works be liable to DEALER or others for any lost revenue, lost profits, replacement goods, loss of technology, rights or services, incidental, punitive, indirect or consequential damages arising from or related to this Agreement, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

6.3 Non-Competition. DEALER shall not promote, encourage, or engage in the sale of any product or services competitive with those offered by Alien Works without the knowledge and written consent of Alien Works at its sole discretion.

7. MISCELLANEOUS

7.1 Governing Law. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Illinois, United States of America (except that body of law controlling conflicts of law).

7.2 Arbitration. Any dispute relating to the terms, interpretation or performance of this Agreement (other than claims for preliminary injunctive relief or other pre-judgment remedies) will be resolved at the request of either party through binding arbitration. Arbitration will be conducted in Chicago, Illinois, under the rules and procedures of the American

Arbitration Association. The parties will request that the American Arbitration Association appoint a single arbitrator possessing knowledge of technology sales and services agreements; however the arbitration will proceed even if such a person is unavailable.

7.3 Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including act of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.

7.4 Severability. In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect.

7.5 Waiver. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

7.6 Assignment. Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, except that this Agreement may be assigned in whole as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets, provided that the affected party notifies the other party at least thirty (30) days prior to the effective date of such event. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

7.7 Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile or E-Mail (with a copy sent by any other means authorized hereunder), or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated on the signature page hereof, or at such other address as may hereafter be furnished in writing by either party hereto to the other. Such notice will be deemed to have been given as of the date it is delivered, mailed or sent by facsimile, E-Mail or overnight courier, whichever is earlier.

7.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

7.9 Relationship of Parties. Alien Works and DEALER are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Alien Works and DEALER. Neither Alien Works nor DEALER will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

Each party will be responsible for expenses it incurs under this Agreement. Neither party can obligate the other party to expenses of any kind without prior written authorization signed by an officer of the other party.

7.10 Entire Agreement. This Agreement, including its attachments, constitute the entire Agreement between the parties with respect to the subject matter hereto and supercedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. No modifications, amendments, or supplements to this Agreement shall be effective for any purpose unless in writing and signed by each party.

DEALER will purchase Products and Services from Alien Works Ltd Inc through the Authorized DISTRIBUTOR.

9/2/2006

Addendum to Master Distributor

Agreement

The fore going conditions to a master or regular distributor agreement is as follows and will take place after initial review and signing of either the master or state distributor agreement.

The master distributor must purchase the minimum of four units of either the Solar Wind Photo Voltaic Array or Multi - Frequency Satellite Array to maintain his Master distributor agreement as sole distributorship for these products for his state or country. Of the four units two units purchased he should allow two units of either to be used to establish one new dealer under his states covered each month. The state distributor must purchase a minimum of two units above and the resultant dealer must purchase at least one unit each of either product a month to maintain his status as sole dealer for the territory he is given for this respect.

All orders to the factory should arrive no later than the 4th day of each month to allow for delivery to be completed by the end of that month. All orders can be dropped shipped either to the distributor from the factory at the master distributor's option... or from the distributor to dealer at his option. This practice is being implemented to reduce additional freight cost. Master distributor payment of all products will be allowed by credit card through the factory website and their confirmation number will act as their record for both purchasing as well as shipping records. Warranty will begin upon registering that product via serial number at the factory website upon unit installation and activation.

Wayne Staney, C.E.O.
Alien Works Ltd. Inc.