

SALES REPRESENTATIVE AGREEMENT

This Agreement is made on _____, 2007 between FILIPINO YELLOW PAGES, LLC., a California Limited Liability Company ("FYP, LLC."), and _____, an individual ("Sales Representative").

Recitals

FYP, LLC. is engaged in the business of the production and sale of the Filipino Yellow Pages Directory throughout the United States. FYP, LLC. publishes a resource directory for advertisements.

Sales Representative is an independent sales representative. FYP, LLC. has elected to engage the services of the Sales Representative based upon the representations made by the Sales Representative concerning the Sales Representative's background and skills, and the Sales Representative's representation that the execution and performance of this Agreement is not and will not be in violation of any agreement, obligation, or duty to any other individual or entity.

The parties wish to enter into an agreement in which Sales Representative will promote and sell and obtain paid advertising for FYP, LLC.'s publication and database for a commission, on the terms and conditions set forth below.

It is agreed between the parties that:

A. Engagement

(1) FYP, LLC. engages the Sales Representative to promote and sell and obtain paid advertising for FYP, LLC. products. The Sales Representative agrees to maintain a high degree of professionalism, respect and responsibility. The Sales Representative agrees to take all reasonable actions which may be necessary or appropriate to sell FYP, LLC.'S products. Sales Representative agrees not to engage in an illegal activity in the performance of this Agreement.

B. Relationship Created

(1) Sales Representative is not an employee of FYP, LLC. for any purpose, but is rather an independent contractor. FYP, LLC. is concerned only with the results obtained by Sales Representative. Sales Representative has sole control over the manner and means of performing the duties required under this Agreement.

(2) All costs and expenses of performing this Agreement will be borne by Sales Representative. Sales Representative does not have the power or authority to bind FYP, LLC. to any contract or obligation, express or implied, without FYP, LLC.'s written consent.

(3) Sales Representative has the ability to obtain paid advertising for FYP, LLC and uses his/her own resources, including but not limited to telecommunications equipment, office space, recordkeeping and materials.

(4) No monies will be paid by FYP, LLC. or deducted from Sales Representative's compensation to pay Federal, State, or local taxes, or for unemployment compensation. For the protection of the Representative and FYP, LLC., the Sales Representative must maintain worker's compensation insurance, insuring the Sales Representative, and any and all employees of the Sales Representative.

C. Quotas

(1) FYP, LLC does not have a quota requirement.

D. Sales Territory

(1) Sales Representative does not have a defined territory.

E. Sales Procedures

(1) The Sales Representative shall solicit orders only for the purchase of those products, which are authorized in writing to be sold. All prices and terms of purchase shall be specified by FYP, LLC. and the Sales Representative shall not increase, reduce, discount, rebate, or modify any products, prices, or terms without the prior written consent of FYP, LLC.

F. Sales Assistance

(1) FYP, LLC. shall deliver materials related to its products and services to the Sales Representative for demonstration and sales assistance in such quantities as FYP, LLC. and Sales Representative agree are necessary and appropriate from time to time. Such materials shall remain owned by FYP, LLC.

(2) FYP, LLC will provide 50 sample directory books to Sales Representative upon execution of this Agreement.

(3) Upon request of Sales Representative, more sample directory books will be provided. However, FYP,

LLC will provide, in total, no more than 250 sample directory books to Sales Representative per edition.

(4) To assist in promotion, FYP, LLC grants permission to Sales Representative the use of FYP, LLC logo for business cards indicating that Sales Representative is either a Regional Account Executive, National Account Executive, or World Account Executive as described in paragraph H(1), below.

G. Quality Control, Shipping and Billing Procedures

(1) Sales Representative shall provide FYP, LLC with the customer's advertising content. FYP, LLC shall review such content, and inform Sales Representative within 30 days of receipt of content whether such is appropriate or, in the alternative, whether Sales Representative must contact customer to modify such content.

(2) FYP, LLC., in its sole discretion, shall control all shipments, allocations, billings, collections, adjustments, and compromises of accounts which relate to any of its products which are sold or agree to be sold. All purchasers of FYP, LLC.'S products shall be notified by the Sales Representative that payment is to be made directly to FYP, LLC., and that all checks, money orders, and other instruments are to be made payable to FYP, LLC. only. The Sales Representative will not receive or accept any cash or any instrument drafted payable to the Sales Representative in connection with the Sales Representative's duties hereunder, save and except commissions payable by FYP, LLC. directly to the Sales Representative. However, at the written request of FYP, LLC., the Sales Representative may assist FYP, LLC. in the collection of over-due accounts.

H. Commissions and Chargebacks

(1) FYP, LLC. agrees to pay commissions on sales of FYP, LLC. products made by the Sales Representative as follows:

(a) **Regional Account Executive:** Except as otherwise stated, FYP, LLC shall pay a commission of 20-30% (twenty to thirty percent) of the first \$50,000 (fifty thousand dollars) in gross advertising revenue (per edition) resulting from Sales Representative's customer accounts.

(b) **National Account Executive:** Except as otherwise stated, FYP, LLC shall pay a commission of 50% (fifty percent) of the gross advertising revenues (per edition) over \$50,000 (fifty thousand dollars) resulting from Sales Representative's customer accounts.

(c) **World Account Executive:** Except as otherwise stated, FYP, LLC shall pay a commission of 55% (fifty-five percent) of the gross advertising revenues (per edition) over \$300,000 (three hundred thousand dollars) resulting from Sales Representative's customer accounts.

(d) For the sale of FYP, LLC. database for a single use of labels to an advertiser, Sales Representative shall be paid 20% (twenty percent) of gross revenue from such sale.

(2) With the exception of those charge-back and post-termination commission provisions of this Agreement, a commission shall be earned by the Sales Representative when FYP, LLC. accepts a written purchase order executed by a customer on which all sales activities and paperwork were handled solely by the Sales Representative AND customer's payment has cleared. All purchase orders solicited by the Sales Representative shall be subject to acceptance by FYP, LLC.

(3) FYP, LLC. reserves the right, in its discretion, to reject any purchase order. FYP, LLC. further reserves the right to discontinue at any time the sale of any product and to allocate products among its sales representatives and employees during periods of shortage without incurring any obligation to the Sales Representative.

(4) Nothing in this Agreement shall operate to prohibit the Sales Representative from cooperating on any sale with any other independent sales representative or employee salesperson of FYP, LLC. However, if any dispute arises regarding how the commissions are to be allocated or paid to those cooperating parties, FYP, LLC. shall not be obligated to pay commissions to any of them until the dispute is resolved.

(5) All commissions earned and paid are subject to charge-backs for sales that are made but for which FYP, LLC. does not receive payment in full. The charge-back amount will be equal to the entire commission paid. If and when funds are actually received by FYP, LLC., commissions will be paid at the applicable commission rate on the actual amount received, less commission costs, including unrecovered attorney's fees.

(6) Upon any breach of material terms or conditions of this Agreement by the Sales Representative, all rights of the Representative to receive commissions or other compensation shall be deemed terminated and waived by the Sales Representative.

(7) If this Agreement is terminated by either party and the Representative has not breached any of the material terms or conditions of this Agreement, all unpaid commissions will be paid based upon amounts actually received by FYP, LLC. less costs of collection, including unrecovered attorney's fees.

I. Commission Payment

(1) Not later than fifteen (15) calendar days of the following month, Sales Representative shall dispatch to FYP, LLC. a list (as described in Paragraph "K", below) of all new accounts arranged in the immediately preceding month on which commissions are to be earned by the Sales Representative. FYP, LLC. will then review such list, and upon payment in full by customer, shall remit to Sales Representative the applicable commission payment.

FYP, LLC shall remit such payment to Sales Representative no later than 60 (sixty) days from confirmation that customer payment has cleared.

(2) FYP, LLC will provide Sales Representative with an Internal Revenue Service Form 1099 Miscellaneous Income for each year that Sales Representative is paid a commission.

J. Sales Costs and Liabilities

(1) Except as noted in this Agreement, all costs, expenses and liabilities which the Sales Representative may incur in connection with its activities under this Agreement shall be borne solely by the Sales Representative.

K. Records

(1) The Sales Representative shall provide information concerning the following matters to FYP, LLC.: -All sales of FYP, LLC. products; -Date of contract with the customer; -Copy of all advertising contents to be used in FYP, LLC database or publication; -Full name and address of the customer; -Copy of any documentation provided to or received from customer; -The signature of an authorized representative of the customer.

(2) Upon receipt by the Sales Representative of a purchase order or contract with new customer, the Sales Representative must immediately notify FYP, LLC. by telephone or email of such contract.

L. Trade Secrets

(1) Sales Representative agrees that it will not disclose any business or trade secrets or other confidential information of FYP, LLC. during the life of this Agreement and for a period of ten years after any termination hereof.

M. Compliance with Law

(1) Both Sales Representative and FYP, LLC. shall comply with all laws, regulations, rules, and other requirements of all federal, state, and local governments and authorities.

N. Limitation on Authority

(1) Sales Representative shall have no authority to enter into any contract or agreement in the name of or binding on FYP, LLC., except as authorized by FYP, LLC. in writing. The Sales Representative shall have no authority to make any warranty or representation concerning the performance, quality, or characteristics of any FYP, LLC. product except as may be authorized by FYP, LLC. in writing.

O. Commission Discrepancies

(1) In the event that the Sales Representative believes that it has not received the appropriate amount of compensation due, within 60 days of receipt of payment (or nonpayment) on said commission, Sales Representative shall submit a written explanation of the nature of the discrepancy to FYP, LLC.. Failure to submit such a written statement within said 60-day period of time shall constitute a waiver of any claim related to such discrepancy.

P. Termination

(1) Either FYP, LLC. or Sales Representative may terminate this Agreement, without cause, upon providing written notice to the other party not less than 90 calendar days prior to the last day of the original or any successive terms of this Agreement.

(2) Either FYP, LLC. or Sales Representative may terminate this Agreement for a breach of the material terms of this Agreement or the insolvency of either party to this Agreement.

(3) Immediately upon termination, (a) all products, and other materials related to FYP, LLC. products which have been in the possession of Sales Representative shall be returned to FYP, LLC., (b) Sales Representative shall cease from promoting or selling FYP, LLC. products, and (c) FYP, LLC. shall be authorized to deal directly with any customer to complete any remaining transaction. FYP, LLC. shall not be liable to Sales Representative for any commissions for which customer payments have not cleared as of the date of termination.

Q. Hold Harmless

(1) Sales Representative hereby agrees to indemnify, defend, and hold harmless FYP, LLC. or any of its owners, directors, managers or officers, against liability, loss, and damages to third parties arising from any and all claims for damages from the utilization of or purchase transaction of FYP, LLC. products.

(2) FYP, LLC. shall have the right to assume the defense of any claim, notice of claim, or legal proceeding. The Sales Representative agrees to cooperate with FYP, LLC. and its attorneys or agents in any such claim or legal proceeding. FYP, LLC. agrees to reimburse the Sales Representative for any attorney's fees or costs incurred incident to compliance with this paragraph.

R. Term

The term of this Agreement shall begin on the 1st day of _____, 2007, and shall end on the 31st day of December 2007, unless terminated earlier as provided herein. Thereafter, this Agreement shall be extended for successive one-year periods, unless either party gives written notice of intention to terminate at least 90 days prior

to the end of the initial term or any extension thereof.

S. Other Provisions

This Agreement is controlled by and is to be construed under the laws of the State of California, the state in which the Agreement is executed.

In the event of litigation between the parties concerning this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, court costs, and expenses of collection.

This Agreement is the entire agreement between the parties. If any portion of this agreement is determined by a court of competent jurisdiction to be void, invalid, or unenforceable, the remaining provisions will remain in full force and effect and will be in no way affected or invalidated.

The waiver by either party of any breach of any term or condition of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

No amendment or variation of the terms or conditions shall be valid unless the same is in writing and signed by all of the parties hereto.

Any notice permitted or required under this Agreement shall be deemed to have been given when deposited in the US Mail, postage prepaid, addressed to the respective party, or when actually delivered to such party to the address stated herein:

Filipino Yellow Pages, LLC Sales Representative

2887 College Ave, #106 Name: _____

Berkeley, CA 94705 Address: _____

Email: TomStern@TomStern.com _____

Telephone: 510-331-7826 Email: _____

Telephone: _____ This Agreement is not assignable.

This Agreement is executed at _____ California, on _____, 2007.

FYP, LLC. By: Thomas K. Stern / Yolanda Ortega Stern _____ [signature]

SALES REPRESENTATIVE

By _____

_____ [signature]