

PROFIT SHARING AGREEMENT

State of: Florida

This Profit-Sharing Agreement (hereinafter referred to as the "Agreement") is entered into on June 19, (the "Effective Date") by and between William Wettler (hereinafter referred to as the "Representative") with its principal place of business located at 9640 U.S. Hwy 27, Palmdale Fl. 33907 and Edward Cobbs (hereinafter referred to as the "Company") with its principal place of business located at 9640 U.S. Hwy 27, Palmdale Fl. 33907, (collectively referred to as the "Parties") both of whom agree to be bound by this Agreement.

Profit Sharing

The Parties hereby agree that the representative is entitled to 5 % of the product profits. This is based on the direct result of the company. The Parties agree that a "direct result" is defined as any contact made with a customer that led to a sale. The Parties further agree that profits are calculated as follows: Quarterly

Term

1. This Agreement shall last for a period of **FIVE** years from the date of execution.

Effect of Termination

2. Upon termination the following shall occur:
 - a. The Representative shall continue to receive the profit share described herein from any continuing sales as a direct result of the Company's efforts; "Revenue that is produced at said business location and for the period of said Agreement, furthermore, a new Agreement must be reached.
 - b. The Representative shall direct all further inquiries regarding the Product back to the Company;
 - c. The Representative shall return or destroy any physical or digital copies of the Company's proprietary information in its possession including, but not limited to, marketing material, business plans, customer lists, pricing information and physical property.

Representative Responsibilities

3. In consideration for the profit share granted herein, the Representative shall perform the following duties:
 - a. Performing research and other prospecting duties with regard to potential customers;
 - b. Completing paperwork as needed; and
 - c. Performing other such duties and services as may be assigned by the Company to accomplish the aims of this Agreement in the time, place, and manner deemed appropriate by the Representative.

Profit Share

4. In consideration of the duties performed hereunder, the Representative shall be entitled to 5 % of the profits earned for sales of the Product that are a direct result of the Company's efforts.
5. To be considered a "direct result" of the Company's efforts, substantially all contacts with a customer that lead to a sale. Although initial contact and contact at the sale point shall be factors to consider, they are not determinative of such sale being a "direct result" of the Company's efforts.
6. "Profits" are deemed to be calculated by the sale price less any expenses by the Company paid on behalf of the Representative in furtherance of the sale and the cost of goods sold.

Independent Contractor

7. The Parties agree that the Parties shall be considered independent contractors and not agents or employees of the other Party.
8. Neither Party shall have authority to make any statements, representations, or commitments of any kind, nor to take any action which shall be binding on the other Party, except as may be expressly provided for herein or authorized in writing.

Confidentiality

9. The Representative shall not, at any time either directly or indirectly:
 - a. Disclose or communicate to any party, any information relating to the Company's business or the Product including, but not limited to, customer lists, prices, or marketing plans (the "Confidential Information");
 - b. Duplicate any Confidential Information;
 - c. Use any Confidential Information other than solely for the benefit of the Company;
or
 - d. Assist any third party in using any Confidential Information in any manner apart from solely for the benefit of the Company.

Approval of Marketing Material

10. The Representatives shall receive written confirmation from the Company in using any marketing materials related to the Product that was not directly provided by the company.

Expenses

11. The Representative shall not be entitled to reimbursement for any expenses except those that have been previously approved in writing by the Company.

Indemnification

12. The Representative agrees to defend, indemnify, and hold harmless the Company from and against all third-party claims, or other actions that could lead to losses by the Company, that are based upon the Representatives:
 - a. Violation of the law;
 - b. Breach of this Agreement; and
 - c. Violation of any third party's rights.

Modification

13. No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

Entire Agreement

14. This Agreement represents the full understanding of the Parties and shall supersede all previous oral or written agreements regarding the subject matter herein.

Applicable Law

15. This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Florida and subject to the exclusive jurisdiction of the federal and state courts located in Florida.

EACH OF THE PARTIES HAS EXECUTED THIS PROFIT-SHARING AGREEMENT, BOTH PARTIES BY ITS DULY AUTHORIZED OFFICER, AS OF THE DAY AND YEAR SET FORTH BELOW.

SIGNATURES

Company: _____

Title: _____ Date: _____

Representative: _____ Date: _____