



August 19, 2017

NON-EXCLUSIVE SALES REPRESENTATIVE AGREEMENT

This Non-Exclusive Sales Representative Agreement (the “Agreement”) is made and effective as of _____ (“Effective Date”) by and between _____ (Name of Representative) and their Associates and PRBC- Compact Modular Eco Homes (Co-Modeco), A California Based, Limited Liability Company with a satellite office in Boca Raton, Florida. The Representative may be referred to as ‘Rep’ and the Company may be referred to as Co-Modeco and collectively as ‘Parties’ . .”

RECITALS

WHEREAS, Co-Modeco – Compact Modular Eco Home is engaged in the creation, marketing and sale of the Products (as defined in the Compact Modular Eco Home Presentation); and

WHEREAS, Co-Modeco wishes to acknowledge initiatives taken by “Representative” _____ as an independent, non-exclusive sales representative of the CoModeco, a customized housing unit/s at our manufacturers in China. Korea and Vietnam and delivered anywhere in the world; remuneration to the “Rep” is based on the agreed terms and conditions:

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

Both Parties agree as follows:

1. PURPOSE AND APPOINTMENT.

PRBC-Co-Modeco appoints “Rep” as a non-exclusive Sales & Marketing representative to sell and promote PRBC **Co-Modeco** products and/or services in the Territory (as defined _____) for a period of 1 year with the ‘Rep retaining the right to renew the Agreement on a yearly basis with no obligation to generate sales.

The “Rep” _____ acknowledges that this is a non-exclusive appointment and that PRBC Co-Modeco President and Vice President, Holmes Stoner (and/or) Cristiane Roget retains the right to appoint additional representatives, without liability or

obligation. Absolute care will be taken to not assign territories that overlap for a pre designated period of _____.

2. CONFIDENTIAL INFORMATION.

The Representative, _____ agrees, during the Term and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm, or corporation without the prior written authorization of the Company, any Confidential Information of the Company. "Confidential Information" means any of the Company's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to the Representative by the Company, either directly or indirectly.

The Representative may use the Confidential Information as necessary for negotiations, discussions, and consultations with Perspective Buyers, Company personnel or authorized representatives or for any other purpose Company may hereafter authorize in writing.

3. NATURE OF RELATIONSHIP.

Nothing in this Agreement shall be construed as creating a joint venture, partnership, agency, employer/employee, or similar relationship between the Parties. The Representative's relationship to the Company is that of an independent contractor. The Representative shall have no authority to bind the Company to any contractual terms other than those agreed upon by the perspective owner of a Co-Modeco Compact Modular Eco Home and fixtures.

4. TERRITORY.

During the Term of this Agreement, the Representative shall use its best efforts to sell the Products in the following geographical area (the "Territory"): _____ and anyone that "Representative" _____ shall meet in the course of promoting and presenting Co-Modeco to a perspective owner.

Within a few hours of receiving a 'Letter of Intent (L.O.I.) form submitted by the Co-Modeco Representative by the perspective owner with a breakdown of their specific layout and requirements the Representative will receive acknowledgement from Mr. Holmes Stoner , Director of the Pac Rim Business Council that the Representative is entitled to a commission computed on the hard cost of the unit/s (including a \$1000.00 administration fee. Retail Price for a Basic Unit will be the only one Advertised to the Public -Average retail \$17,500. (20' x 10' Ceiling x 8.5 end cap) and \$32,500. (40' x 10' ceiling x 8.5' end cap)

Upon submitting the quote PRBC – The Manufacturer will acknowledge the Representative's name and details of the sales along with terms and conditions and the sale is bindable and cannot be circumvented by any other party. Each quote will vary as structures are tailor made and customized to the buyers requirements. Shipping will be extra as well as Insurance for Shipping.

5. CUSTOMERS.

The Representative's sales and promotional efforts shall be directed toward the following: Members of the Media, Contractors, Home Dealerships, Developers, potential Single and Multiple Family owners, Institutions, Government bodies, Non Government Organizations, Relief and Disaster Entities, Commercial Enterprises, Philanthropies, Commercial Developers anywhere in the Western Hemisphere and anyone wanting a safe and indestructible, affordable dwelling.

When the "Representative" _____ encounters a perspective owner, it is recommended he contact Holmes Stoner or Cristiane Roget with the name and business affiliation of perspective owner. Provided this individual (or company) has not been introduced prior by another "Representative", the introduction will become the acknowledged lead of said Representative.

In the event the company has been introduced prior to Co-Modeco and the sale was not consummated after an agreed upon period there will be the possibility of a mutually agreed upon shared commission.

The aforementioned customers are intended only to be examples of the nature and type of market to which the Company desires that the Products be sold, and should not be construed as a limitation on the sales that can be made by the Representative pursuant to this Agreement in the Territory.

6. SALE PRICE OF PRODUCTS.

Co-Modeco and their associated manufacturers shall determine all prices and terms of sale for the Products. Co-Modeco will notify the Representative of a price once the order form is submitted. Alterations in the initial bid will also be acknowledged in writing.

Per this date an approximate wholesale cost for the Simple Edition of a 20' Co-Modeco Unit begins at approximate \$14,000 with add-ons to be computed as line items for the 10' x 20' x 10' ceiling x 8' (end cap) Co-Modeco list price at \$17,500.00

This does not include Freight Forward, Shipping, Customs, duties on licenses. As these are customized units, 'built to spec' prices will vary based on order details. Shipping to

final destination will also be factored into the sale price. However these prices may vary conditionally as a number of factors and other customized features in the dwelling as per the perspective owner's request will determine the final price. Each order will receive a detailed breakdown of features and items with the final price computed accordingly.

7. COMPENSATION.

- (a) Commissions. The Representative shall be entitled to receive a commission on sales of the Co-Modeco. For all customers, brought forth by the "Representative" based on signed contract and required deposit. A 50% deposit on the retail price will be required upon submission of order with balance due on pre agreed upon terms. A bill of lading from the shipping company provides proof the Co-Modeco is en route and positioned on the Ship or Freight at which time a partial, non refundable commission will be disbursed. (Average 60-90 days from Sale) Commissions shall be payable as follows:

- i. A base price provided by the Factory with an average \$1000 override per unit for the PRBC – Co-Modeco will be given to the Representative within a few days after submission of LOI (Letter of Intent).**

"Gross Amount" is the sales price of the sold product as listed on the invoice, less taxes, import or export taxes or levies taxes plus the PRBC override. C.O.D. charges, insurance, customs duties, shipping or freight, and/ or governmental or administrative fees or charges are computed extra.

- (b) Timing of Payment. Commissions will be forwarded to the Representative within 1 week of PRBC - Co-Modeco's receipt of payment from the customer.
- (c) The balance of the commission will be paid as the balance is received by Co-Modeco from the Customer. If the balance is paid in full upon the owner taking possession of the Co-Modeco' the 'Rep' will receive the additional commission in full within two weeks of receipt of said funds. If for example, if payments from a customer to Co-Modeco are made in installments, payments to the Representative by the Company will also be made in installments.
- (d) Offsets and Charge-Backs. In calculating the commission that is due to the Representative, the Company may offset any credits, advances, that the Representative has already been paid commissions under this Agreement. Provided PRBC - Co-Modeco meets the criteria of the 'Sales Contract' "Rep" will receive their commission once the unit is resold to another party if the owner cancels the contract. The unit will have been paid for in full and the Rep is entitled to their commission from the resale of the unit.

- (e) No Commissions in Certain Circumstances. Notwithstanding the foregoing, no commission shall be payable to the Representative under any of the following circumstances:
- (i) if prohibited under applicable government law, regulation, or policy;
 - (ii) if the Representative did not directly facilitate the sale of the Products to a customer by notifying Co-Modeco in advance of the contact or can show indisputable evidence that this contact was made due to the efforts of “Representative” _____ ; (refer to split commissions)
 - (iii) on any sales to Existing Customers, unless otherwise agreed in writing by the Company; or
 - (iv) on any sale of Products to a customer occurring after the expiration or termination of the Term (or any extension of the Term) unless:
 - a. the sale takes place within 1 year after the termination or expiration of this Agreement, in this case a split commission will be paid on all homes sold through the efforts of the “Representative” and
- (f) No Other Compensation. The compensation set out above shall be the Representative’s sole compensation under this Agreement. Unless there is an addendum to this agreement for marketing materials and sales efforts.
- (g) Expenses. Any expenses incurred by the Representative in the performance of this Agreement shall be the Representative’s sole responsibility unless otherwise agreed.
- (h) Taxes. The Representative is solely responsible for payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of services by the Representative under this Agreement and for all obligations, reports, and timely notifications relating to such taxes. The Company shall have no obligation to pay or withhold any sums for such taxes.

8. NO CONFLICT OF INTEREST.

The Representative hereby warrants to the Co-Modeco that it does not currently represent or promote any lines or products that compete with Co-Modeco. During the Term (as defined below), the Representative shall not represent, promote, or otherwise try to sell in the Territory any lines or products that, in the Company's judgment, compete with Co-Modeco.

REPRESENTATIVE'S REPRESENTATIONS AND WARRANTIES.

The Representative agrees to:

- (a) devote such time, energy, and skill on a regular and consistent basis as is necessary to sell and promote the sale of Co-Modeco;
- (b) assist in finalizing agreements and purchase orders with each customer, in form and substance satisfactory to the perspective owner and Co-Modeco
- (c) accurately represent and state Co-Modeco policies to all potential and present customers;
- (d) promptly inform the Company of all prospect, sales and orders (24 hours);
- (e) maintain contact with the PRBC- Co-Modeco via telephone, e-mail, text, or snail mail or other agreed on means of communication with reasonable frequency to discuss sales activity within the Territory;
- (f) disclose any problems concerning customers (including Existing Customers) to the Company; and

9. COMPANY'S REPRESENTATIONS AND WARRANTIES.

The Company hereby represents and warrants as follows:

- (a) That it will provide the Representative, at no cost, materials provided by our Marketing Division at Vector International Pictures relating to the Products for use in selling and marketing Compact Modular Eco Homes (The Products;
- (b) This shall include but not limited to Media Alerts, generic Printed Collateral Updates on the Website, Media and Publicity to create brand awareness of Co-Modeco. Packages will be prepared for potential customers, as reasonably requested by the Representative; provided, however, the Representative has provided the Company with sufficient notice of this request;
- (c) That it will provide the Representative with current information as to improvements, upgrades, or other changes at Co-Modeco and

- (d) That it will make timely payments of commissions earned under this Agreement.

10. TERM.

This Agreement is effective as of the Effective Date, and shall continue in force, unless otherwise terminated, for a period of _____ year[s] (the “Term”). The Agreement may be renewed only pursuant to a separate written agreement signed by both Parties, or by the mutual agreement of the Parties to extend this Agreement by _____ year[s]

11. TERMINATION.

This Agreement may be terminated:

- (a) By either Party on provision of _____ (_____) days written notice to the other Party; or
- (b) By either Party, effective immediately on receipt of written notice of termination, if any of the following events occur:
 - i. Either Party becomes the subject of a proceeding under bankruptcy, receivership, insolvency, or similar law, which is not dismissed within _____ (_____) days after being instituted;
 - ii. This Agreement, or the actions of either Party, is found to be in violation of any law, other than a technical violation that is curable and cured within _____ (_____) days after receipt of written notice of such violation from the non-violating Party.

12. INDEMNIFICATION.

(a) Of Company by Representative

The Representative shall indemnify and hold PRBC - Co-Modeco harmless of and from any and all claims, damages, or lawsuits (including reasonable attorneys’ fees) arising as a result of negligent, intentional, or other acts of the Representative, its employees, or its agents.

(b) Of Representative by Company

The Company shall indemnify and hold the Representative free and harmless of and from any and claims, damages, or lawsuits (including reasonable attorneys’ fees) arising as a result of negligent, intentional, or other acts of the Company or its employees, defects in the Products caused by the Company, or

the failure of the Company to provide any products to a customer that has properly ordered through the Representative.

13. GOVERNING LAW.

This Agreement shall be governed by the laws of the state of Florida (and/or) California. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

14. ENTIRE AGREEMENT.

This Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COMPANY

[COMPANY NAME]

By: _____

Name:

Title:

REPRESENTATIVE

[REPRESENTATIVE NAME]

By: _____

Name:

Title:

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