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Consignment Agreement

State of Alabama

This Consignment Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of _____ by and between the following parties:

_____, a corporation, having its principal place of business at the following address:

_____

and

_____, a corporation, having its principal place of business at the following address:

_____

Hereinafter, "Consignee" will refer to and be used to describe the following party: _____. "Consignor" will refer to and be used to describe the following party: _____. Consignor and Consignee may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Consignor wishes to sell a certain product or products, specifically the following, which shall hereinafter be referred to generally as the "Product," on consignment:

_____

WHEREAS, Consignee wishes to sell the Product on behalf of Consignor, including accepting delivery of the Product and making proper payment to Consignor once the sale of the Product is complete;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

I. TITLE & CONSIGNMENT OF GOODS.

1. Consignor owns the Product. Under the terms and conditions of this Agreement, Consignor grants the right to sell the Product to Consignee. Title of the Product will remain with the Consignor until the Product is purchased.

2. Consignor grants this right exclusively.

II. AGREEMENT OF THE PARTIES.

3. Consignor agrees to deliver the Product to Consignee for sale on consignment. Delivery can be made in any manner agreed to by the Parties. Consignee agrees to accept delivery of the Product and to devote its best efforts to the sale of the Product for Consignor. Consignee hereby acknowledges and agrees that it does not have any right, title, or interest in and to the Product and that the Product is not intended as a security of any kind.

III. TERRITORY.

4. The exclusive right to sell the Product applies worldwide.

5. Consignor may not sell elsewhere.

IV. FEES & PAYMENT.

6. The required payment ("Payment") for the Product shall be determined by Consignee. The Payment price required for the sale of the Product will be as follows:

_____

7. This Payment price may be subject to change, but may only be changed through a written, signed addendum to this Agreement.

8. After the Product is sold for the Payment Price, the Consignee will send the entirety of the profit, minus a percentage of the sale, to Consignor within 7 days of sale. The percentage of the sale kept by Consignee will be Consignee's fee. The percentage will be: 100%.

9. Consignee shall keep accurate records of sale that Consignor may inspect at any time upon reasonable notice.

V.

VI.

VII. INDEMNITY.

10. Each Party hereby agrees to indemnify and hold harmless the other Party, their employees and representatives against any and all damage, liability, and loss, as well as legal fees and costs incurred that may arise or otherwise relate to this Agreement. This clause shall not be read to provide indemnification for any Party in the event that a competent court of law, rendering a final judgment, holds that the bad faith, gross negligence, or willful misconduct of the Party caused the damage, liability, or loss.

VIII. TERMINATION.

11. This Agreement may be terminated by either party, upon notice in writing of at least 7 days notice, in the event that either Consignee defaults on any obligation or indicates to Consignor that Consignee will not perform or that Consignee feels the Product will not be sold. In case of termination of this Agreement, Consignee will return the Product to Consignor within the following time period: 7 days.

12. If the Agreement is not terminated, it will continue until the entirety of the Product is sold and fees have been paid to each party.

IX. RELATIONSHIP OF THE PARTIES.

13. The Parties hereby acknowledge and agree that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the Parties and that this Agreement is for the sole and express purpose of the consignment and sale of the Product.

X. GENERAL PROVISIONS.

14. GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

15. DISPUTE RESOLUTION: If there is a dispute between the Parties arising out of or otherwise relating to this Agreement, the Parties shall meet and negotiate in good faith to attempt to resolve the dispute. If the Parties are unable to resolve the dispute through direct negotiations, then, except as otherwise provided herein, either party must submit the issue to binding arbitration in accordance with the then-existing Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted by a single arbitrator and the Arbitrator shall be willing to execute an oath of neutrality. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRAL CLAIMS.

16. LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

17. ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

18. AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

19. NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

20. SEVERABILITY: If any provision or term of this Agreement is held to be

unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

21. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

22. HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

EXECUTION:

Name: _____

Representative Signature: _____

Representative Name: _____

Representative Title: _____

Name: _____

Representative Signature: _____

Representative Name: _____

Representative Title: _____