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MANUFACTURING AGREEMENT

State of Alabama

This Manufacturing Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of _____ (the "Execution Date") by and between the following parties: _____ (the "Supplier"), a corporation, incorporated under the laws of the state of Alabama, having its principal place of business at the following address:

_____

and _____ (the "Buyer"), a corporation, incorporated under the laws of the state of Alabama, having its principal place of business at the following address:

_____

The parties may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Parties desire to enter into an agreement whereby the Supplier manufactures certain Goods (as defined further below) and sells them to the Buyer;

WHEREAS, the Parties wish to establish a written document between them covering the terms and conditions of their agreement;

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:

Article 1 - GOODS:

Supplier hereby agrees to manufacture and Buyer hereby agrees to buy the following goods (the "Goods"):

_____

The Goods are to be made in accordance with the following specifications (the "Specifications"):

_____

Supplier agrees to manufacture the Goods using the care and skill practiced and accepted in Supplier's industry, as well as in compliance with all applicable laws and regulations. Supplier agrees to purchase quality materials for the production of Goods. Buyer agrees to be available for communications, questions, and to provide any necessary documentation.

Article 2 - OWNERSHIP:

The Parties hereby agree that Buyer will maintain all ownership in the Goods. Supplier will not be permitted to sell any of the Goods to any third party without express written permission of Buyer. Supplier will also not distribute the Goods to any consumers.

Article 3 - INTELLECTUAL PROPERTY:

Supplier hereby acknowledges and agrees that Buyer retains all rights in and to Buyer's intellectual property, including all patents, trademarks, service marks, trade secrets, copyrights or other intellectual property ("Buyer IP"). Buyer represents and warrants that the Buyer IP does not infringe upon or violate the intellectual property rights of any third party.

Subject to the terms and conditions herein, Buyer grants Supplier a limited, non-transferable, non-exclusive license, effective while this Agreement is in force and effect, to use the Buyer IP in order to manufacture the Goods.

Supplier may not register any deceptively similar or likely-to-confuse trademarks, servicemarks, or trade dress which may resemble the Buyer IP.

The limited license granted herein shall not be construed to limit Buyer from any economic activity, including working with other suppliers, distributors, or merchants of any kind. The limited license expires at the termination of this Agreement.

Article 4 - PRICE AND PAYMENT INFORMATION:

The per-unit purchase price for the Goods ("Purchase Price") shall be as follows: $2 (two US dollars). The quantity of Goods being ordered is 2 (two).

The total purchase price for the Goods ("Purchase Price") is $4.00 (four US dollars).

Supplier shall provide Buyer an invoice, which shall be paid in full within 2 days of the invoice date.

The Purchase Price shall be payable in U.S. Dollars and may be made as follows:

_____

The Purchase Price may include any shipping fees, product insurance or other handling costs, which Buyer hereby agrees to pay.

Article 5 - RISK OF LOSS:

While Buyer agrees to pay shipping and handling fees, as well as product insurance, as noted above, risk of loss for the Goods shall pass only when Supplier either completes delivery to the Buyer, if the Goods are being personally delivered, or when the Buyer receives the Goods, if Supplier places the Goods with the shipping carrier.

Article 6 - LATE FEES:

If Buyer does not make payment as due, Supplier shall charge the Buyer 100% late interest on any outstanding charge.

If Buyer does not pay, Supplier is entitled to treat this as a material breach and cancel this Agreement or seek other legal remedies, at Supplier's discretion.

Article 7 - DISCOUNT:

If Buyer makes payment at least 2 days before payment is due, Buyer will receive a discount of 100% on the total due amount.

Article 8 - DELIVERY:

The Parties hereby agree that time is of the essence in Supplier's performance under this Agreement. The Goods shall be delivered by _____ (the "Delivery Date"). If the Goods are not delivered by the Delivery Date, Buyer shall be entitled to treat this as a material breach and cancel this contract or seek other legal remedies, at the Buyer's discretion.

Article 9 - INSPECTION:

After delivery of the Goods, Buyer will have 2 days to inspect the Goods (the "Inspection Period"). If Buyer determines that the Goods do not conform to the Specifications, Buyer shall notify the Supplier, in writing, within the Inspection Period. Supplier shall have 2 days to cure. The Goods shall be returned to the Supplier at the Supplier's expense.

If the Inspection Period passes and Supplier has not heard from Buyer, the Goods will be deemed accepted.

Article 10 -

Article 11 -

Article 12 -

Article 13 - WARRANTIES:

Supplier agrees to use reasonable care and skill, as commonly practiced in Supplier's industry, to produce the Goods. Supplier will make the goods according to the Specifications and ensure that Supplier has adequate business insurance to cover the cost of the Goods at all times.

Except as provided herein, Supplier makes no other warranties, express or implied, or promises or obligations with respect to the Goods. Supplier disclaims any and all other warranties, including the warranties of merchantability and fitness for a particular purpose.

Article 14 - INSURANCE:

Supplier shall be required to maintain a comprehensive insurance policy in the amount of at least $2 (two US dollars).

Article 15 - TERM & TERMINATION:

This Agreement shall be commenced as of the Execution Date and shall continue until the following date: _____. After that point, the Parties' relationship will automatically terminate.

Either Party may terminate this Agreement for material breach, as well, which shall be defined as:

1) The Supplier's failure to deliver;

2) The Buyer's failure to pay;

3) The Supplier's failure to cure any defect in the Goods; or

4) The bankruptcy of either Party.

If either Party breaches this Agreement, the other Party may terminate upon 10 days' written notice. Such notice shall contain any and all information about the breach and shall provide the breaching Party the opportunity to cure the breach within an additional 10 days'. If the breach has not been cured within such time, the Agreement will terminate. If the breach has been cured, this Agreement will continue in full force and effect.

Article 16 - REMEDIES AT LAW:

If this Agreement is canceled because of material breach by a Party, the non-breaching Party may also pursue any available remedies at law and in equity.

Article 17 - GENERAL PROVISIONS:

A) 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.

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

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

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

E) 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.

F) 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.

G) PUBLIC ANNOUNCEMENT: Neither Party will make any public announcement or disclosure about the existence of this Agreement or any of the terms herein without the prior written approval of the other Party.

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

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

J) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement.

K) FORCE MAJEURE: Supplier is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil

authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

L) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: i) Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, airmail, or email, to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out below or other email address as that Party may from time to time notify the other Party in accordance with this clause. The relevant contact information for the Parties is as follows:

Supplier:

_____

Buyer:

_____

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail), or next working day after sending (in the case of email).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Name: _____

Representative Name: _____

Representative Title: _____

Date: _____

Name: _____

Representative Name: _____

Representative Title: _____

Date: _____