

**PRIVATE LABEL REPRESENTATION AGREEMENT FOR
EcoCompounds, Inc.**

This agreement was entered into in Ventura County, California, by and between EcoCompounds, Inc. ("The Company"), located at 1536 Eastman Ave, Suite C, Ventura, CA 93003 and _____ a _____ Company ("The Representative"), whose office address is _____, commencing ___/___, 20___ under the following terms and conditions:

1. The Company hereby appoints Representative as an authorized independent chemical cleaning product broker with the right to present, market, and sell all EcoCompounds products for Private Label production contracts according to the terms and conditions set forth in this agreement. The Representative shall keep Company informed as to the general conditions that pertain to or affect the sale of its products.

2. The Representative shall serve as an independent contractor and be responsible for withholding, and paying, all applicable income tax, social security, unemployment insurance, and other payroll and employment taxes for its employees. The Representative bears all expenses incurred in its sales endeavors, except the following expenses that Company will pay: advertising fees, trade shows, exhibit fees, and special client business meetings requested and approved by Company. Both Representative and Company shall agree upon all requests for reimbursement by The Representative in advance and on an individual basis, in writing.

3. The Representative shall make no representations, warranties or commitments binding Company without Company's prior consent, other than standard terms of sale.

4. The Representative will diligently promote the sale of Company's Private Label products and act as Company's exclusive sales representative for all accounts ("Accounts") defined in Exhibit A. This agreement covers all the Company's line of products. The Representative shall not be limited in its ability to represent other manufacturers. The Company contracts with Representative to be its exclusive agent for the Accounts.

5. The Company agrees to pay The Representative, as compensation for its services, a commission of ___% on the net invoice amount of sales shipped into The Representative's exclusive Accounts as specified in Exhibit A. The term, "net" invoice amount" is defined as" Company channel price less off-invoice discounts, freight and other discounts taken by the customer as indicated on company invoice to the customer. Commissions will be paid to Representative within 30 (Thirty) days of receipt of payment by customer on said issued invoice. The commission rate specified in this paragraph cannot be changed unless mutually agreed upon in writing.

6. The Representative shall receive commissions on all shipments to the Accounts. Commissions shall also be paid to Representative on all orders originating from customers within Representative's Accounts, regardless of whether said orders are sent by Representative or received directly by Company from customers over the telephone, through the mail, by FAX, by EDI, by email, or through means

without Representative's assistance. The Company shall mail commission statements and checks to:

7. The Representative shall assist Company in obtaining credit and financial information regarding customers' credit, however Representative shall not be responsible for the payment or collection of accounts (delinquent or otherwise).

8. The Company shall furnish Representative with all necessary sales supplies such as catalogs, price lists, display material, and other sales aids in sufficient quantity to fulfill the requirements of the Territory, at no charge, unless mutually agreed upon in writing. In addition, Company shall furnish adequate samples to The Representative. Such samples shall remain the property of Company. Except in the case of unsolicited samples or samples which are expendable or of insufficient value, Representative shall exercise reasonable care in accounting for all samples furnished and shall return such samples to Company at Company expense or dispose of them at prices set by Company, remitting any proceeds to Company, at its direction.

9. The Company shall maintain an accurate set of books and records regarding commissions due Representative and agrees to promptly furnish Representative with copies of all order acknowledgments and invoices reflecting shipments into the exclusive Territory. Commission statements containing accurate purchase order numbers, shipping dates, customers' names and addresses, invoice numbers and invoice dollar amounts shall be sent, together with payment, to The Representative, on or about the 15th day of the month following the month in which the products are shipped.

10. The Company and the Representative agree that either party may terminate this agreement at any time by providing a minimum 30-day notice to the other party.

11. At the termination of this Agreement, a final accounting shall be made between the parties. The Representative shall receive full commissions on all accepted orders in-house as of the effective date of the termination of this Agreement, even if Company ships the order after the termination date. All commission payments shall be subject to review and approval by the Representative. By depositing any commission checks from the Company, the Representative shall not waive any of its rights.

12. The Company shall provide Representative with the names of all persons and companies with its exclusive Accounts requesting information on Company's product(s), together with general correspondence, quotes, supply, price and timely delivery information.

13. During the period of this Agreement and for a period of one (1) year thereafter, The Company agrees that it will not hire, or otherwise utilize, the services of any employee or sales associate of The Representative. The Company agrees that the loss of such employee would result in irreparable harm to Representative.

14. The Company agrees to indemnify and hold Representative harmless against any and all losses, legal fees, court costs and reasonable expenses arising from or in connection with claims for the infringement of any patent rights, property damage, or personal injury arising from the product(s)

manufactured by Company or sold by Representative pursuant to this Agreement. Also, Company agrees to name Representative as an additional insured vendor on their general and products liability insurance policy.

15. This Agreement is the entire understanding between the parties. It cancels and supersedes all prior Agreements and understandings. There shall be no change or modification in any of the terms of this Agreement unless it is amended in writing and signed by both parties. Both parties hereby agree that each of their respective expense amounts shall be deemed to constitute an investment which each of them hereby acknowledge and agrees will be willfully made without guarantee by the other party that they shall enjoy a return on all or part of such investment.

16. This Agreement shall be binding upon each of the parties hereto, their heirs, successors, assigns and successors in interest.

17. In the event Company fails to pay Representative its compensation, within 30 days, Representative shall have the right to suspend its performance of the agreement, until such time as Company has made full and complete payment of all commissions and any other compensation due Representative from the inception of the agreement through and including the date the suspension is terminated. The suspension in no manner terminates the obligation of Company to comply with all the terms of the Agreement, but permits The Representative to cease from promoting Company's product until the suspension is terminated.

18. If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

19. Any failure by either party to enforce this Agreement at any time or exercise any option provided for herein will not constitute a waiver of any provisions of this Agreement.

20. The parties hereby confirm and agree that this Agreement is the result of negotiation and compromise, and that in interpreting this Agreement, neither party shall be considered to be the drafter of the document, and that the language should not be strictly construed against either party. Instead, the language of the Agreement should be interpreted consistent with the ordinary and reasonable meaning of the words used. The headings of the various sections of this Agreement are included for purposes of convenient reference only and such headings shall not affect the construction or interpretation of this Agreement. Wherever any gender is used herein, it shall also include the other genders wherever required by the context.

21. All notices called for under this Agreement must be in writing and will be deemed given when mailed, certified mail, return receipt requested, to the party at its address written above or at such other address as the party may hereafter designate in writing to the other party.

22. Any dispute, controversy or claim arising out of this agreement which cannot be settled amicably shall be finally settled by court decision or arbitration, at the option of The Representative, to be held in Ventura County, California. If Representative chooses arbitration, said

arbitration will be in accordance with the rules of the American Arbitration Association. In the event that any party hereto brings any type of proceeding to enforce its rights under the terms of this agreement, the prevailing party in such proceeding shall be entitled to recover from the unsuccessful party all costs and reasonable attorney's fees that said prevailing party incurs, including appellate attorney's fees and costs, as well as pre-judgment interest at the legal rate. Both parties here by waive a trial by jury.

Representative:

By: _____

Dated: _____

Accepted and Agreed To:

Company: EcoCompounds Inc.

By _____

Dated: _____ 2017

Robert Chelberg, COO

Exhibit A = Accounts

The following are The Representative's Accounts:

- 1.
- 2.
- 3.