

CONSULTING AGREEMENT

This Agreement is effective as of date by and between Company , of address City , State zip , USA, and Kathleen Poole (Poole), 151 Spyrock Court, Walnut Creek, California 94595, USA.

In this Agreement, the party who is contracting to receive services shall be referred to as " Company ", and the party who will be providing the services shall be referred to as "Poole".

Poole has a background in apparel design, technical design, production and manufacturer sourcing and is willing to provide services to Company based on this background.

 Company desires to have services provided by Poole.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on date , Poole will provide the following services (collectively, the "Services"):

1. Service
2. Service
 - a. Sub-service
 - b. Sub-service
 - c. Sub-service
3. Solicit apparel contractor proposals that yield the best price.
4. Source production for apparel and provide cost for:
 - a. 500 units of production
 - b. 5,000 units of production
 - c. Other as requested
5. Licensed contractor's ratings and recommendations.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by Poole shall be determined by Poole. Company will rely on Poole to work as many hours as may be reasonably necessary to fulfill Poole's obligations under this Agreement.

3. PAYMENT. Company will pay Poole \$75 per hour with an initial deposit of \$300 to Poole upon signature of the contract.

Work will be invoiced at the end of each month and payable by the 15th of the following month.

4. EXPENSE REIMBURSEMENT. Poole shall be entitled to reimbursement from Company for the following "out-of-pocket" expenses:

1. Cost of prototype development other than Poole's time will be cost + 5%.
 - a. Such as fabric, embroidery and sewing costs.

2. Shipping of packages to and from contractors,
3. Travel expenses such as air travel, meals, hotel, car rental, etc. excluding alcoholic beverages.
 - a. Mileage billed at \$0.58 per mile.
 - b. All extended travel will be approved by _____ Company _____ in advance.

5. NEW PROJECT APPROVAL. Poole and _____ Company _____ recognize that Poole's Services will include working on various projects for _____ Company _____. Poole shall obtain the approval of _____ Company _____ prior to the commencement of a new project.

6. TERM/TERMINATION. This Agreement shall terminate automatically upon completion by Poole of the Services required by this Agreement.

7. RELATIONSHIP OF PARTIES. It is understood by the parties that Poole is an independent contractor with respect to _____ Company _____, and not an employee of _____ Company _____. _____ Company _____ will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Poole.

8. ASSIGNMENT. Poole 's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of _____ Company _____.

9. CONFIDENTIALITY. _____ Company _____ recognizes that Poole has and will have the following information:

- products
- prices
- costs
- discounts
- future plans
- technical information
- customer lists

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of _____ Company _____ and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Poole agrees that Poole will not at any time or in any manner, either directly or indirectly, use any Information for Poole 's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of _____ Company _____. Poole will protect the information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

10. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this

Agreement.

11. NON-COMPETE AGREEMENT. Recognizing that the various items of Information are unique assets of Company that the need to be protected from disclosure, and in consideration of the disclosure of the Information, Poole agrees that, for a period of six months following the termination of this Agreement, whether such termination is voluntary or involuntary, Poole will not directly or indirectly engage in any business competitive with Company 's commerce.

12. RETURN OF RECORDS. Upon termination of this Agreement, Poole shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Poole's possession or under Poole's control and that are Company 's property or relate to Company 's business.

13. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be considered delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Company Corporation:

 Company Corporation

President, CEO
Address, City, California, 94000-0000, USA

IF for Poole:

Kathleen Poole,
Owner
151 Spyrock Court
Walnut Creek, California 94595

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

14. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement replaces any prior written or oral agreements between the parties.

15. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

16. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and

enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, interpreted and enforced as so limited.

17. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be interpreted as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

18. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California.

Party receiving services:

_____ Company _____ Corporation

By: _____ Date: _____

Name

Title or Position

Party providing services:

Kathleen Poole

By: _____ Date: _____

Owner

Kathleen Poole