

STATE OF LOUISIANA,
CALCASIEU PARISH.

RESOURCE CENTER AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20 ____, by and between RRESOURCE CENTER, hereinafter referred to as "Resource Center," RESOURCE CENTERS administrators, successors, and assigns, and _____, hereinafter referred to as "RESELLER," RESELLER'S administrators, successors, and assigns,

WHEREAS, RESOURCE CENTER is the solar energy business, and is able to supply to RESELLER a package for the installation of solar energy tops, panel, and controller with wiring instructions for golf carts and other vehicles,

WHEREAS, RESELLER desires to have purchase packages of solar energy tops, panel, and controller with wiring instructions for golf carts and other vehicles, W_I_T_N_E_S_S_E_T_H :

NOW THEREFORE, in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid by RESELLER to RESOURCE CENTER, the receipt of which is hereby acknowledged, and of other valuable consideration and mutual benefits and advantages flowing to the parties hereto, it is hereby contracted and agreed between RESOURCE and RESELLER as follows:

1.

BUSINESS

RESOURCE CENTER has established its business of providing "Going Green" energy products for businesses and individuals and has solar energy tops, panels, and controllers with wiring instructions for golf carts and other vehicles. RESOURCE CENTER has said packages to supply RESELLER under the terms and conditions set out hereinafter.

2.

CONSIDERATION

RESOURCE CENTER has established a sales price for the Going Green solar energy products, including, but not limited to packages of solar energy tops, panel, and controller with wiring instructions for golf carts and other vehicles which is attached as Exhibit A to this agreement. The forgoing prices are subject to change, based on the change of prices from the manufacturers. All payments for products supplied shall be paid in cash or check at the time of placing the purchase order.

3.

COVENANT NOT TO COMPETE

In consideration of RESOURCE CENTER’S revealing to RESELLER, its proprietary method of servicing, assembling, and wiring its packages of solar products, RESELLER agrees as follows.

3.1 RESELLER agrees that it will not compete with the RESOURCE CENTER in the sale, servicing, or assembling of the “Peel and Stick and/or Magnetic” solar energy products (including, but not limited to wiring), so long as either party is in business.

3.2 RESELLER agrees to make any and all purchases of “Peel and Stick exclusively through RESOURCE CENTER. RESELLER commits itself, its management and owners, agents, relatives of management and owners, and associates of management and owners, not to engage in, establish, enter into, or joint venture with any other person, firm, corporation, or any other type of entity in any business or similar operation using any of the information, data, procedures, and any techniques developed and demonstrated by RESOURCE CENTER to compete with RESOURCE CENTER.

4.

INDEMNIFICATION

RESELLER will indemnify and save harmless from any and all loss, expense or liability, which the other may suffer by reason of any breach of the terms and conditions imposed by this agreement, any misrepresentation made, and the enforcement of the terms hereof, including, but not limited to, filing legal actions to enjoin the breach. RESELLER will reimburse RESOURCE CENTER, within thirty days of being billed, for any and all outlay and expense, including but not limited to attorneys' fees, incurred in protecting themselves from any and all breaches.

5.

NOTICE

Any notice required or permitted to be given hereunder shall be sufficient if sent by U.S. Mail, certified, return receipt requested, to the party being given notice at the following addresses:

RESOURCE CENTER

RESOURCE CENTER

c/o Grady M. Mayeaux

P O Box 2715

Sulphur, Louisiana 70664-2715

RESELLER

The address for notice hereunder may be changed by either party at any time and from time to time by giving the other party notice of such change of address.

6.

SEVERANCE

If any term or provision of this Agreement or related agreements is rendered invalid, void, or unenforceable by judicial, legislative, or administrative action, such provision shall be deemed severed from this Agreement and the remaining provisions hereof shall remain in full force and effect. Further, if and such provision may be reduced or narrowed in scope or the like, such provision shall be reduced, narrowed, or the like and so enforced. Additionally, in the event any term or provision of this Agreement is declared to be illegal or invalid, because of the duration or geographical scope, such term or provision shall be reduced or narrowed to the extent necessary to become enforceable, and shall be enforced as so reduced or narrowed.

7.

NONDISCLOSURE & NONCOMPETE

DEALER will be revealed proprietary method of marketing, servicing, assembling, and wiring and its source of products and services for its solar products, DEALER agrees as follows.

NONDISCLOSURE.

DEALER hereby agrees, covenants, warrants, and stipulates that during the term of this agreement and during his relationship with RESOURCE CENTER, and after the termination of his Agreement with RESOURCE CENTER, he will not disclose to any person or entity, without the prior express written consent of RESOURCE CENTER, any information, of any nature whatsoever, regarding RESOURCE CENTER business plan or operations, business activities, products, equipment, properties, assets, liabilities, customers or customer lists, suppliers and service providers, processes, technical capabilities, methods or methodologies, patents, and/or research or developments of any processes, products, equipment, technology, patents, trade secrets, and other propriety information relating to the operation of the business of RESOURCE CENTER. It is also agreed and stipulated that for the purpose of this agreement that RESOURCE CENTER conducts business internationally, the terms, covenants and conditions of this Section shall apply throughout said the world.

NONCOMPETE

DEALER agrees that it will not compete with the RESOURCE CENTER in the sale, servicing, or assembling of the "Peel and Stick and/or Magnetic" solar energy products (including, but not limited to wiring), so long as either party or its successor(s), affiliate, or associate is in business.

DEALER agrees to make purchases of all solar peel and stick/magnetic energy products and or systems - accessories sold by Earth Care exclusively through RESOURCE CENTER. DEALER commits itself, its management and owners, agents, relatives of management and owners, and associates of management and owners, not to engage in, establish, enter into, or joint venture with any other person, firm, corporation, or any other type of entity in any business or similar operation using any of the information, data, procedures, and any techniques developed and demonstrated by RESOURCE CENTER to compete with RESOURCE CENTER.

8.

SOLE AND ENTIRE AGREEMENT

This agreement constitutes the sole and entire agreement between the parties hereto, and no modification shall be binding unless set forth in writing, signed by the RESOURCE CENTER and RESELLER and attached hereto.

IN WITNESS WHEREOF, RESOURCE CENTER and RESELLER have executed this agreement the day, month and year set forth hereinabove.

RESOURCE CENTER

By: _____

Print Name and Title

RESELLER

By: _____

Print Name and Title

Signed, sealed, and delivered on this _____ day of _____, 20____