



American green solutions to the high cost of fuel.

DISTRIBUTION AGREEMENT BETWEEN FUELADE AFRICA/ENERWASTE, LIMITED AND ALL NEW DISTRIBUTORS FOR FUELADE AFRICAN NATIONS

THIS AGREEMENT made and entered into between FUELADE AFRICA/ENERWASTE, LIMITED. 28 FELIPE ROAD. CHAFFORD HUNDRED, GRAYS, ESSEX. RM16 6NE and all newly approved distributors for the surrounding African Nations, Regions and Territories (hereinafter "Distributor").

WHEREAS, Fuelade Africa (FA) owns the sole and global exclusive rights to market the Fuelade Africa Catalyst (FAC) in African Nations; and DISTRIBUTOR desires to sell and market Fuelade product(s).

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Product: The term "Product" shall mean Fuelade Africa Catalyst or "FAC." Fuelade Africa/Enerwaste shall be referred to herein as "FA."

2. Appointments: Subject to the requirements, limitations, and terms and conditions contained herein, FA hereby approves and appoints Distributors, and Distributor hereby accepts an exclusive right to market the Fuelade Africa Catalyst in all African nations and territories. Distributor will act in accordance with FA's policies and procedures, as may be amended from time to time. Any FA policy or change to FA's policies will be provided to Distributor, in writing, and will not become effective for 30 days thereafter.

2.2 If Distributor desires add additional African regions, customers or clients to the list in paragraph 2.1, it shall inform FA as follows: a) the name of the contact; b) the name of the person or entity said contact is associated with; c) the ultimate user of the Product; and d) the anticipated demand and forecast for the Product, if known by Distributor. FA shall provide written approval or denial or such request within 14 business days of receipt.

2.3 Fuelade Africa will provide the "ONLY" available web-site and information center for all distributors. All new testing facts & results will be posted and updated on the Fuelade Africa web-site (www.fueladeafrica.com). Fuelade Africa believes all current testing information to be deemed responsible will be posted and presented on the Fuelade Africa web-site.

2.4 All new Distributors will register and sign this agreement before "Purchase Orders" will be placed and shipped to designated African regions or territories.



3. Financial Responsibilities and Milestones: In exchange for the rights under this contract, Distributor shall commit to purchasing Fuelade Africa Catalyst by placing no less than five (5) "Purchase Orders" per/year and not limited to using the four different "Distribution Level Program: Retail, Silver, Gold and Platinum" as shown and presented on web-site. Terms of the "Purchase Order" will be controlled by: Electronic wire transfer to the Enerwaste, Limited bank or by using PayPal as featured on our web-site (www.fueladeafrica.com). All processing fees, funds and transactions will be handled and approved at the discretion of Fuelade Africa/Enerwaste, Limited in the International Office.

3.1 Approved Distributors shall pay a one-time, non-refundable \$500 processing fee.

3.2 It is the responsibility of approved Distributors to pay any additional shipping, taxes, duties and import fees that may be incurred outside of Lagos, Nigeria.

4. Orders and Shipment:

4.1 Orders for Fuelade Product must be submitted using the Fuelade Africa web-site only under the "Order Now" tab. Additional terms and conditions will be electronically controlled by the "All Terms and Conditions, Checked Box" before a submitted order will be accepted. Only authorized people for the pre-registered Distributor shall be allowed to generate a "Purchase Order" for Fuelade Africa product(s).

4.2 Product sold by FA to Distributor hereunder will be shipped from the Lagos, Nigeria office & warehouse using company vehicles or DHL mailing services. Depending on "Purchase Order" size, shipping fees may be additional. Most local trucking and shipping will be included.

5. Product Pricing and Volume Discounts:

5.1 All registered "Distributors" will agree to the level of purchasing using the "Distribution Programs" sales programs and volume discounts. All sales levels are listed on the web-site under the "Order Options" tab.

5.2 All "Distributors" will review and understand each of the "Distributor Program Options: Retail, Silver, Gold and Platinum" and understand that each level is designed for the volume of product purchased with associative volume discounts.

5.3 All "Distributors" will have the opportunity for larger discounts time to time and will be at the sole discretion and responsibility of Fuelade Africa/Enerwaste, Limited to place the "Distributor" in varying sales programs.

6. Sales Support by FCA: Fuelade Africa will maintain office/warehouse facilities in Lagos, Nigeria, supportive staff, local trucking and local distribution and the international Fuelade Africa web-site. Fuelade Africa will additionally provide: Post Cards for sales and treatment information, a DVD promotional video for Fuelade Africa as shown on web-site, Fuelade Africa product posters and Cotton T-Shirts (in limited quantities).

7. Non-Compete & Non-Solicit: During the term of this Agreement, and for a period of twelve months (1-Year) following the expiration or termination of this agreement the "Distributor" shall not market, sell, or distribute any other product that directly



competes with the Fuelade Africa Catalyst product. The "Distributor" will not make any attempt to reverse-engineer the Fuelade Africa catalyst product. Additionally, FA agrees not to compete with "Distributor" within the fagereed upon markets in Africa.

9. Parties' Responsibilities In addition to the duties and responsibilities outlined elsewhere herein, the parties agree as follows:

9.1 Distributor agrees to use its best efforts to sell Fuelade Africa product, or the limited license to use the Product as authorized hereinabove. Distributor shall provide feedback to FA with respect to testing, quality and performance of the Fuelade Africa product(s).

9.2 Distributor shall furnish its customers and potential customers with materials for advertising, promotions, information and/or instruction provided by FA.

9.3 Distributor shall not in any way alter the Product.

9.4 Beginning thirty (30) days after the Effective Date of this Agreement (and within thirty days of any renewal hereof), Distributor shall provide in advance FAC volume requirements to enable FA to establish realistic production schedules and place orders with its suppliers with adequate lead times. The Distributor will provide FC with monthly forecasts of Distributor's requirements for the Product for subsequent months.

9.5 During the term of this Agreement and any renewals hereof, FA, its directors, owners, representatives, employees, and agents, will ensure that FA keeps and maintains the sole and exclusive rights to sell and to license the use of the Product to Distributor.

9.6 Each party shall maintain ethics, reputation, professionalism, image, and customer relations in accordance with industry standards and shall not materially impair the other party's goodwill.

10. Term of Agreement and Termination.

10.1 This Agreement shall commence as of the date hereof (the "Effective Date") and continue for a period of one (1) year unless sooner terminated pursuant to a provision of this Agreement. This Agreement shall be automatically renewed for another one (1) year term unless terminated under the provisions herein or upon a party giving at least a thirty (30) day prior written notice to the other party that it does not intend to renew the Agreement, subject to this paragraph.

10.2 This Agreement may be terminated as follows:

10.2.1 By either party ("Notifying Party") giving thirty (30) days' prior written notice to the other party ("Notified Party") of any material breach of this Agreement and if such breach is not cured within thirty (30) days after notice was given by certified mail, DHL mail or Email transactions. The parties retain all legal and equitable remedies occasioned by said breach and/or termination.

10.2.2 By Notifying Party, effective immediately upon sending written notice to the Notified Party if the Notified Party:

(a) Becomes insolvent, voluntarily commences bankruptcy, insolvency or reorganization proceedings, is adjudicated as bankrupt, or executes an assignment for the benefit of creditors, or if a receiver is appointed for the Notified Party.



(b) Ceases to function as a going concern, or fails to conduct its operations in the normal course of business.

12. Limited Warranty and Limitation of Remedies.

12.1 Fuelade Technologies, LLC (FT) (Rapid City, South Dakota) as the only manufacturer, will warrant to the Distributor that the Fuelade Africa product shall be free from defects in material and workmanship, and that the Fuelade Africa product will, to the best of FT's knowledge, work as represented and warranted, and that the Fuelade Africa product will not cause any damage or injury. Distributor warrants that it will accurately represent the Fuelade Africa product's features, guarantees, and warranties as described in FA's written documents. THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR STATUTORY, AND WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANT ABILITY, OR SUIT ABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

12.2 Fuelade Technologies, LLC (Rapid City, South Dakota), as the only manufacturer will, at all times, carry product liability insurance coverage in a minimum amount of five million dollars (5,000,000 US-Dollars), and will provide an insurance declaration sheet to Distributor upon its request from Fuelade Africa and will provide a "vendor's liability" endorsement. Distributor acknowledges that this coverage will not protect it for damage suffered by the end user of the Fuelade Africa product if Distributor caused or did something to contribute to the damage suffered by said end user or if Distributor does anything to cause itself to be excluded from coverage. Attached hereto and incorporated herein by reference is a declaration of excluded acts.

12.3 Fuelade Africa has provided measurement charts with treatment guidelines indicating proper usage amounts on web-site and post cards at time of sale. All measurements must be followed and understood.

13. Distributor's Representations and Actions Any statements, representations, warranties, or advertisements about FA, or concerning the Fuelade Africa product, which exceed in scope or are different in meaning from the statements made by FA in its own literature shall be the sole responsibility of "Distributor" and "Distributor" shall indemnify and hold FA harmless against any liability caused thereby. "Distributor" will not act as a media spokesperson for the Fuelade Africa product.

14. Intellectual Property Rights All intellectual property rights regarding FA and the FAC Product, including any future improvements or modifications to the Product, remain the exclusive property of FA. Neither party shall register, attempt to register, or claim any right to any intellectual property right of the other party. Neither party shall interfere with the business or agreements of the other party during the term of this Agreement. Each party shall comply with all applicable laws, rules, and regulations pertaining to its activities and responsibilities hereunder.

15. Confidential & Proprietary Information Each party ("Receiving Party") specifically agrees to keep strictly confidential, and not to disclose, furnish, communicate, or make accessible to any person or entity, any and all confidential, intellectual, and/or proprietary information of or relating to the other party ("Disclosing Party") including, but not limited to, any information marked "confidential" or "proprietary."



16. Force Majeure Neither party assumes any liability and shall not be liable to the other party for any failure to fill, or any delay in filling, orders received or for any other matter, caused in whole or in part, directly or indirectly, by orders, decrees, or judgments of any court or tribunal, strikes, lockouts, or any other labor troubles, fires, floods, acts of God, accidents, embargoes, war, riots, act or order of any government or governmental agency, or any cause beyond the control of, or occurring without the fault of, that party.

17. Assignability This Agreement is personal to the parties and may not be assigned without prior written consent.

18. Independent Contractor Relationship. Each of the parties is an independent contractor and nothing contained herein shall be deemed or construed to create the relationship of any agency, partnership, employment, joint venture, franchise or any other association or relationship between the parties except that of an independent distributor relationship. Neither party shall have any right or authority to bind the other party in any respect except for the sale of the license to use the Product.

19. General Provisions All notices under this Agreement shall be in writing, and may be delivered by hand or sent by certified mail, return receipt requested, or facsimile, receipt acknowledged. Notices can be sent by direct mail, email or facsimile the receiving party is required to acknowledge. This Agreement contains the entire agreement of the parties. Amendments, if any, shall be in writing and valid only when signed by both parties. In the event that any provision of this Agreement is held invalid or unenforceable by the final judgment of any court of competent jurisdiction, the remaining provisions shall remain in full force and effect as if such invalid provision had not been included herein. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of South Dakota. Venue and jurisdiction for any dispute regarding or relating to this Agreement or the Product is agreed to be in Rapid City, South Dakota, and the parties hereby waive the venue and jurisdiction of all other courts and tribunals. Although not required hereunder, the parties will attempt to agree to resolve any dispute with face-to-face meetings and thereafter, by using mediation or arbitration.

Date

Distributor Signature

Distributor Title

Fuelade Africa/Enerwaste, Limited

Region or Industry

