

THIS AGREEMENT is made between

XXXXXXXX, XXXXXX, XXXXXXX, XX , Italy

(the "Consultant")

and

XXXXXXXXXXXXXXXX, USA
("The Company ").

WHEREBY IT IS AGREED as follows:

The Services

The Consultant undertakes to supply the Services as follows:

- Market analysis and business plan follow up
- Tax and financial planning setup
- Monthly financial reports
- Distribution system setup and follow up
- Vice President Office

Special Provision

Agreement requires in order to take effect that Consultant holds all necessary work permits / visas for the United States of America.

Performance of the Services and Quality Control

The Consultant will be solely responsible for determining all matters of detail as to the manner in which the Services are performed, and for ensuring that all work done hereunder is of an objectively acceptable quality.

Delivery deadline(s)

The Services shall be supplied under the terms of this agreement during the first 4 commercial seasons: Winter 08/09, Summer 09, Winter 09/10, Summer 10.

Fees and Payment

The fee for the work shall be USD XXXX / year.

In addition to the fee, the Consultant will be entitled to re-imbusement of reasonable travelling and out-of-pocket expenses directly attributable to the performance of the work

The invoice must state the Consultant's social security number and U.S. tax ID. It is the responsibility of the Consultant to ensure that payments made hereunder are declared to the tax authorities on his personal tax return.

Provision of Offices, Equipment and Materials

The Consultant will undertake the Services substantially at his own premises and using his own equipment and materials, the costs of which shall be deemed to have been included within the fee indicated herein. Any space, equipment or materials provided by the Company will be minor in scale and nature relative to this Agreement, and the Company will be entitled to be re-imbursed its reasonable costs of providing them.

Delegation and assignment

The Consultant shall be free to undertake the work entirely himself, or to delegate any or all of it to others, provided that he shall at all times be responsible for ensuring that the work is performed to the standard required. Where any part of the work is delegated, the Consultant shall be solely responsible for meeting any fees, remuneration or expenses due to the delegatee out of his fee for the work (as specified below), and the Company shall not be responsible for making any such payments itself. The Consultant shall not be permitted to delegate any part of the work to anyone who is an employee of the Company. The Consultant shall not be permitted to assign the entire benefit of and obligations under this Agreement without the Company's prior written consent.

Relationship of the parties

Nothing in this Agreement shall be deemed to constitute a relationship of master and servant. The Consultant shall not be entitled to any rights or protections afforded by employment law. Nor shall this Agreement be deemed to establish a business partnership between the parties.

Intellectual property rights

All rights in work undertaken in the course of this Agreement shall become the sole property of the Company, which shall be free to use them as it sees fit or is required. Further, nothing in this Agreement shall affect the ownership of pre-existing intellectual property rights or of those originating outside this Agreement which one party agrees to make available to the other in the course hereof.

Insurance

The Consultant shall be responsible for arranging (and meeting the cost of) such insurance as he thinks fit in connection with this Agreement. The Company's insurance policies do not apply to any work carried out under this Agreement, except to the limited extent that they would in any event protect members of the general public when visiting Company premises.

Confidentiality

In the event of the Company making available to the Consultant confidential information relating to its business, scientific or other activities in the course of this Agreement, the Consultant shall maintain the confidentiality of such information, and shall not disclose it to third parties or members of the Company's staff outside the research team(s) working on the Contracts. If any permission is given for the disclosure of any confidential information disclosed hereunder to a third party or parties, the Consultant shall ensure that the third party or parties are bound by obligations to maintain the confidentiality of such information which are the same as, or equivalent to, those set out herein.

The obligations in the above Clause shall not apply to data or information which the Consultant can clearly demonstrate:-

- (i) was known to him prior to disclosure by The Company; or
- (ii) was or becomes part of the public domain through no fault of the Consultant; or
- (iii) becomes available to him by an unconnected third party with the lawful right to make such disclosure; or
- (iv) has been independently developed or conceived by him; or
- (v) he is required to disclose by law.

Disputes and arbitration

If the Company believes that the Services are deficient, the Company Contact shall formally notify the Consultant in writing, inviting him at the earliest possible opportunity to discuss the matter and giving him clear indications as to how the Services have not been satisfactory. After such discussions, the Consultant shall remedy any agreed faults within an agreed, reasonable timescale, not generally to exceed three working weeks. Once the Company has formally notified the Consultant of any such deficiencies, it shall be entitled to withhold payment of any invoices which the Consultant has submitted (or may submit) for the Services, or part-pay any such invoices as it sees fit.

If the Consultant is unable or unwilling to remedy the above faults, the Company may terminate this Agreement forthwith; if the Consultant feels that his services are not at fault or that the Company is unfair in its judgment of the quality of his services, and the parties are unable to agree the matter amicably between them, the matter may be resolved by reference to an independent umpire who is acceptable to both parties, and whose decision both parties agree shall be final; such an umpire may also determine what amounts the Consultant may be paid for his services to date, if appropriate.

Entire agreement and amendments

This Agreement constitutes the entire agreement between the parties, and any representation made by either party prior to the signing hereof shall be disregarded . Any amendments to this Agreement shall be agreed in writing by the Consultant and the Company.

Applicable Law and Jurisdiction

This Agreement is made and shall be interpreted in accordance with Florida Law and subject to the federal jurisdiction of the State of Florida.

Signed

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Consultant

January 15, 2009

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On behalf of the Company

January 15, 2009