

AGENCY AGREEMENT # SECC-FDA _____
(Facility FDA Reg. Nr.)

THIS AGREEMENT ("Agreement") is made and effective on _____ 200__,
by and between _____
whose registered address is _____

_____ ("Principal") and South East Commerce Corp., Florida
Corporation, which registered address is 5201 Blue Lagoon Drive 9F (PH),
Miami, Florida 33126-2064, United States of America ("Agent").

NOW, THEREFORE, in consideration of the mutual promises contained
herein, the parties agree as follows:

1. Definitions.

As used herein, the following terms shall have the meanings set forth
below:

A. "Bioterrorism Act" shall mean the Public Health Security and
Bioterrorism Preparedness and Response Act 2002.

B. "FDA" shall mean the Food and Drug Administration of the United
States of America.

C. "Facility" shall mean an establishment, or structure under
Principal's management that manufactures/processes, packs or holds food
for consumption in the United States and has assigned FDA registration
number _____.

D. "Territory" shall mean the territory of the United States of
America.

E. "Web Store" shall mean the Agent's B2B Web store at
<http://eurochoice.com>.

2. Appointment.

Principal hereby appoints Agent as an exclusive Agent for
representation of Facility's interests with FDA on the Territory under
Bioterrorism Act as required by 21 CFR part 1 RIN 0910-AC40, and Agent
hereby accepts such appointment.

3. General Duties.

A. **Agent's General Duties.** The Agent's general duties include acting as routine communication link between FDA and Facility through Principal, such as FDA will treat representations provided by the Agent to FDA as those of the Facility and will consider information FDA provides to the Agent as the equivalent of providing the same information or documents directly to the Facility as defined in §1.227(c) (12) of 21 CFR part 1 RIN 0910-AC40.

B. **Principal's General Duties.** The Principal's general duties include payment of Agent's compensation as per Section 6 of this Agreement.

4. Independent Contractor.

Agent is an independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint venturers, co-owners or otherwise. Agent shall be responsible for paying all income taxes and other taxes charged to Agent on amounts earned hereunder. All financial and other obligations associated with Agent's business are the sole responsibility of Agent.

5. Indemnification.

A. **Indemnification by Agent.** Agent shall indemnify and hold Principal free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasant acts of Agent, its employees or its agents.

B. **Indemnification by Principal.** Principal shall indemnify and hold Agent free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasant acts of Principal, its employees or its agents.

6. Compensation.

A. **Sole Compensation.** Agent's sole compensation under the terms of this Agreement shall be an Agency Fee charged for continuous services as per Section 3.A of this Agreement.

B. **Rate of Compensation.** Agent providing two service options to the Principal:

- Unlimited Plan with the Agency Fee of US\$1,800.00 per annum, which includes conveying of unlimited number of communications between Principal and FDA concerning Facility.

- **Advanced Plan with the Agency Fee of US\$1,200.00 per annum, which includes conveying of up to 50 communications per year between Principal and FDA concerning Facility; each additional communication shall be charged at US\$30.00.**
- **Basic Plan with the Agency Fee of US\$360.00 per annum, which includes conveying of up to 12 communications per year between Principal and FDA concerning Facility; each additional communication shall be charged at US\$30.00.**
- **Principal is choosing hereby _____ Plan.**

C. Fees Payment Terms and Options.

- **The Agency Fee is payable in advance for annual cycle of consecutive 365 days.**
- **Agency Fee become due at the date of this Agreement countersigning by Agent and shall be paid within 3 business days from this date.**
- **Further annual fee payments shall be effected at the last week of each coming annual cycle during entire period of this Agreement’s validity.**
- **Payment shall be made electronically by credit card (we caccept American Express, Visa, MasterCard, EuroCard, Discover/Novus and Diners Club), PayPal or Electronic Check through the Web Store. For our tracking of the paid fee Principal is obliged to provide Facility FDA registration number at the 3rd step of Secure Order Processing in the field “Comments/Your notice to us” as for example: “Facility FDA Reg. # 12345678901. Agency Fee”.**

For security reason we accept only credit cards, issued in the following countries:

- | | | |
|----------------------|--------------|------------------|
| • Argentina | • France | • Netherlands |
| • Australia | • Germany | • New Zealand |
| • Austria | • Greece | • Norway |
| • Belgium | • Hong Kong | • Portugal |
| • Brazil | • Iceland | • Singapore |
| • Canada | • India | • South Korea |
| • Chile | • Ireland | • Spain |
| • China (PRC) | • Israel | • Sweden |
| • Costa Rica | • Italy | • Switzerland |
| • Denmark | • Jamaica | • Taiwan (ROC) |
| • Dominican Republic | • Japan | • United Kingdom |
| • Finland | • Luxembourg | • United States |
| | • Mexico | |

- **In case when Principal has no PayPal account or credit card, issued in one of the above countries, Agent can accept paper checks or**

bank/wire transfers, but in this case the Agent's service as per this Agreement shall start only after the payment clearance.

- Agent reserves its right to stop services as per this Agreement and inform FDA about that in case of delay of due payment for more than 5 days after the due date.
- Principal is choosing hereby payment by _____.

7. Refunds Policy.

Agency Fee is refundable pro rata in case of Agent's termination without cause as well as in case of Principal's termination with cause as per Section 11 of this Agreement.

8. Additional Responsibilities of Agent.

A. **Accessibility.** Agent is obliged to be accessible i.e. to keep working e-mail address in order for communication with FDA and Facility and to collect e-mails from the mailbox of this address at least once a day. In case of e-mail address change Agent is obliged to notify FDA and Facility immediately.

B. **Expense of Doing Business.** Agent shall bear the entire cost and expense of conducting its business in accordance with the terms of this Agreement except travel and courier/postage expenses. The services, requiring Agent's representatives or employees traveling are not included in this Agreement and subject to separate agreement with Principal in case such services will be required by Principal. Agent's courier/postage expenses related to its services in accordance with the terms of this Agreement shall be reimbursed by Principal at cost.

C. **Agent's Facilities.** Agent shall provide itself with, and be solely responsible for (i) its facilities, employees, and business organization, and (ii) such permits, licenses, and other forms of clearance from governmental or regulatory agencies, if any, as are necessary for the conduct of Agent's business operations in accordance with this Agreement.

D. **Services Not Included.** Agent's services per this Agreement are limited to its General Duties as per Section 3.A of this Agreement and no other services are included in this Agreement, for example: submission of Prior Notice of Imported Food as per 21 CFR part 1 RIN 0910-AC41, consulting and providing comments and explanations of the terms and conditions, published and/or advised by FDA, taking part in disputes and/or cargo inspections, traveling.

9. Additional Responsibilities of Principal.

A. **Accessibility.** Principal is obliged to be accessible i.e. to keep working e-mail address in order for communication with Agent and to collect e-mails from the mailbox of this address at least once a day. In case of e-mail address change Principal is obliged to notify Agent immediately.

C. **Emergency Contact.** Principal shall designate an officer to serve as Facility's emergency contact by providing this officer's data in the Section 5 (Facility Emergency Contact Information) of registration DHHS/FDA Form 3537.

C. **New Developments.** Principal shall promptly inform FDA and Agent of any new developments and data changes which have to be notified to FDA as required by 21 CFR part 1 RIN 0910-AC40 by sending of updated DHHS/FDA Form 3537a.

10. Confidentiality and Disclosure.

A. **Confidentiality.** Agent acknowledges that by reason of its relationship to Principal hereunder it will have access to certain information and materials concerning Principal's business plans, customers, technology, and products that is confidential and of substantial value to Principal, which value would be impaired if such information were disclosed to third parties. Principal shall advise Agent whether it considers any particular information or materials to be confidential. Any information provided by Principal to Agent without confidentiality notification shall be treated by Agent as non-confidential.

B. **Disclosure.** To protect Principal's privacy, Agent shall not disclose any Principal's confidential information to any person, except as follows:

- As necessary to complete its duty as per this Agreement.
- To comply with government agency or court orders.
- To Agent's employees, auditors, service providers, attorneys, or agents in the course of their duties.
- To persons, authorized by law in the course of their official duties.
- If Principal gives Agent its written permission.

During the term of this Agreement, Agent shall have the right to indicate to the public that it is an authorized Agent of Facility.

11. Term and Termination.

A. **Term.** This Agreement shall commence at the date first above written for indefinite period unless terminated as provided herein.

B. Termination without Cause. Any party can terminate this Agreement without cause with at least 30 days notice by either party.

C. Termination for Cause. If either party significantly defaults in the performance of any material obligation in this Agreement, the non-defaulting party may give written notice to the defaulting party and if the default is not cured within 5 days following such notice, the Agreement shall be terminated.

D. Termination for Insolvency. This Agreement shall terminate, without notice, (i) upon the institution by or against Agent's or Principal's of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Agent's or Principal's debts, (ii) upon Agent's or Principal's making an assignment for the benefit of creditors, or (iii) upon initiation of dissolution proceedings of the Agent or Principal.

12. Limitation of Liability.

In the event of termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other, because of the termination for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of Principal or Agent. Principal's sole liability under the terms of this Agreement shall be for any unpaid fees under Section 6.

13. Governing Law and Jurisdiction.

This Agreement shall be governed by and construed according to the laws of the State of Florida, United States of America.

14. Entire Agreement.

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes any prior discussions or agreements between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged.

15. Notices and Communication.

A. Notices. Any notices required or permitted by this Agreement shall be deemed given if sent by certified mail, postage prepaid, return receipt requested or by recognized overnight delivery service or by fax or by e-mail as below:

If to Agent:

**South East Commerce Corp.
5201 Blue Lagoon Dr. 9F (PH)
Miami, FL 33126-2064
United States of America
Phone: +1-(305)629-3692
Fax: +1-(305)723-7792
E-Mail: FDA@seccorp.com**

If to Principal:

B. Current Communication. All current communication shall be effected by e-mail as per Section 15 A of this Agreement. Each party is responsible for keeping its e-mail addresses workable in order 24 hours a day and 7 days a week during whole period of the contract. In case of disorder of the above e-mail addresses the corresponding party is obliged to replace it instantly and immediately notify other party.

16. Non-Assignability and Binding Effect.

A mutually agreed consideration for Principal's entering into this Agreement is the reputation, business standing, and goodwill already honored and enjoyed by Agent under its present ownership, and, accordingly, Agent agrees that its rights and obligations under this Agreement may not be transferred or assigned directly or indirectly. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, if any.

17. Severability.

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

18. Legal Expenses.

The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any

other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

19. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

20. Other Conditions.

Fax copy of this Agreement duly signed has full power as original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

AGENT:

PRINCIPAL:

Signature Block

Signature Block

**SUPPLEMENT #1 to the
AGENCY AGREEMENT # SECC-FDA_____**

SPECIAL POWER OF ATTORNEY

We, _____
whose registered address is _____

_____, hereby appoint South East Commerce Corp. Florida Corporation, whose registered address is 5201 Blue Lagoon Drive 9th Floor, Miami, Florida 33126, U.S.A as our Exclusive Attorney-in-fact (“Sole Agent”) to exercise the special powers and discretions described below.

Our Sole Agent shall have our order and full power to represent our interests in relations with FDA relating to the Food Facility FDA Reg. Nr. _____ which is managed by us, as required by 21 CFR part 1 RIN 0910-AC40.

We hereby grant to our Sole Agent the full right, power, and authority to do every act, deed, and thing necessary or advisable to be done regarding the above powers, as fully as we could do if personally present and acting.

Any power or authority granted to our Sole Agent under this document shall be limited to the extent necessary to prevent this Power of Attorney from causing our income to be taxable to our Sole Agent. Our Sole Agent shall not be liable for any loss that results from an error that was made in good faith. Our Sole Agent shall be entitled to compensation for his services.

This Power of Attorney binding us and includes any and all persons or entities representing us now and will represent us in future. We will not circumvent, nor attempt to circumvent our Sole Agent.

This Power of Attorney shall become effective immediately, for indefinite time unless terminated and shall not be affected by disability or lack of mental competence of signatory.

Signature Block

Date: _____

Accepted by Agent:

Signature Block

Date: _____