Help Us, Help You-- Contract

**PRODUCT PARTNERSHIP AGREEMENT**

This agreement (“Agreement”) establishes a partnership (“Partnership”) between the following parties:

Simple Green and Treeteam

and is undersigned and set forth this **5th** of **April**, **2014**.

The undersigned parties hereby agree to the following provisions as conditions of the Partnership:

**SECTION 1--Partnership Outline**

**1.1** The Partnership will be named **TreeTeam**, for the purpose of **striving to extended the Simple Green brand**, and will conduct all business at **in the Simple Green Headquarters.**

**1.2** Partnership will commence on the date listed above, and will end **7/20/2020**

**SECTION 2--Initial Capital**

**2.1** Each Partner will contribute original capital according to the following rules:

**Money for investment**

**Product Guarantee**

**Brading Rights\***

**2.2** A separate capital account will be maintained for each Partner.

**SECTION 3--Interest on Capital**

VOID

**SECTION 4--Shares**

VOID

**SECTION 5--Accounts/Income**

**5.1** Each Partner will have an income account in his/her individual name, which shall be separate from the capital account mentioned in Section 2.

**5.2** Income and/or salaries will be distributed **evenly distributed to 3rd Party Banks.**

**SECTION 6--Profits and Losses**

**6.1** Any profits and/or losses will be distributed and/or debited from a Partner’s income account.

**6.2** Profits and losses will be distributed and/or debited **%27.30 to TreeTeam // %72.70 to SimpleGreen**

**SECTION 7**

VOID

**SECTION 8--Books/Accounting**

**8.1** Accounting books and other records pertinent to the Partnership will be kept at **SimpleGreen Headquarters**, and any partner and/or his/her representative may have access to the books during normal business hours.

**8.2** The accounts for this Partnership will **be held with Bank of America.**

**SECTION 9--Management**

**9.1** Partnership will be managed **only the product we intend to sell**.

**9.2** Each partner is expected to devote **\*Discuss price**

**9.3** Partnership meetings will **cover decisions made on behalf of Simple Green and Tree Team.**

**SECTION 10--Disputes/Arbitration**

Disputes that cannot be settled by the Partners via a mutual decision-making process will be **voted by 3rd Party committee.**

**SECTION 11--Partner Withdrawal or Death**

**11.1** Should a Partner wish to leave the Partnership, **they must pay a $2,000 penalty.**

**11.2** VOID

**11.3** Upon a Partner’s death **Control of the product will be Handed to Treeteam CEO Mason Geloso and the future CEO of SimpleGreen.**

11.4 Partners may mutually agree to remove one or more members if **concern of corruption and/or faults in a member are present.**

**SECTION 12--Confidentiality/Non-Compete**

**12.1** Any information that involves the Partnership, directly or indirectly, shall be considered Confidential. No Partner may share this Confidential Information with any third party without the written consent of all other Partners.

**12.2** Should a Partner leave the Partnership, willingly or unwillingly, he/she shall not take any position, nor engage in any activity, at any company, organization, etc. that is deemed a competitor to the Partnership, for a period of **7 month.**

**SECTION 13--Jurisdiction**

This Agreement is subject to the laws and regulations of the state of **{CA}**, as well as any applicable federal laws.

We, the undersigned, agree to all the provisions listed above, and sign this document of our own free will.

Signed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Partner Name Partner Name

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Partner Signature Partner Signature