

Mr. Willam Patterson
Fire Safe Associates
4920 Timbergreen Lane
Holly Springs, NC 27540

June 28, 2005

Subject: Manufacturer's Representative Agreement for CFP Systems for the Fire/EMS/EMT market place

Dear Will,

It is my pleasure to inform you that, (**Representative**) has been granted exclusive manufacturer representative rights, under the terms listed below, to Oxygen Generating Systems, International, (**OGSI**), products for Fire Departments, Ambulance Service and other Public Safety organizations for the following states-South Carolina, West Virginia, Kentucky, Tennessee, Georgia, Alabama, and Florida,

- 1) This appointment is exclusive for the next (12) months from the date of this signed agreement. At that time, both parties will review results in setting up CFP-15 distributors of the above vertical market and outlined geographical territory of the U.S.A. Based upon those results and mutual agreement, this agreement has the option to be extended for another 12 months. Otherwise our agreement shall be thereafter void and of no force and effect.

During the next 12 months, quarterly reviews will be required to determine the best approach to achieve mutually agreed upon goals outlined in the **Representative** Business Plan for the outlined geographical territories identified above. After review, failure to reach the mutually agreed upon goals for the each geographical region will result in an option of reassignment of the affected territory to another **Representative**. Termination of this agreement, by either party, will result, should goals not be reached in any of the territories

In the event of termination , the **Representative** shall be protected for a period of sixty (60) days from the date of termination [ninety (90) days from date of notice } on sales resulting from written outstanding distributors' agreement on the date of termination, copies of which have been supplied to **OGSI** and/or **Representative** on or before the date of termination.

- 2) The commission rate for CFP System generators sales to the **Representative** will be 5% off the net sell price to the distributor. Please refer to the attached manufacturer suggested list price established by **OGSI**. **OGSI** will notify **Representative** thirty (30) days prior to any price changes.
- 3) Both the **Representative** & **OGSI** agree not to discuss any information with outside parties that involves trade secrets, potential sales or customers, or anything else that may be detrimental to the other's business. **OGSI** will strive to protect and promote the business interests of the **Representative**.
- 4) The **Representative** will submit a revised business plan for this above Fire/EMT/EMS vertical market for the next 6 months and beyond to **OGSI** immediately after signing this agreement. This detailed plan outline will be mutually agreed upon by both parties and set forth in writing how the **Representative** will capture distribution for **OGSI** by each territory region mentioned above by state.

- 5) The **Representative** will notify *OGSI* in writing before it appoints any distributors in the aforementioned U.S.A. territory above. **Representative** will actively and diligently follow up on all leads and/or inquiries supplied by *OGSI* with a reasonable period of time, and will make a report to *OGSI* regarding each follow up and lead status. **Representative** will be available to “users” in the U.S.A. territory for start up assistance and service consultation
- 6) The **Representative will** promote *OGSI* products exclusively, and will cease all business relationships with competing oxygen generating companies. *OGSI* reserves the right to terminate this agreement if the **Representative** sells or endeavors to sell any product or equipment deemed by *OGSI* to be in competition with equipment manufactured by *OGSI*. In the event, the agreement will be terminated immediately and the **Representative** will not be protected as outlined in paragraph one (1) above.
- 7) The **Representative** agrees to abide by all of the terms and conditions set forth in the *OGSI* “Style and Usage Guidelines” and *OGSI* “Distributor Sales Book” in which the **Representative** will be provided with by *OGSI*. *OGSI* will keep these updated on their website for distributors to download the most current version.
- 8) Any specific situations or conditions that arise and are not covered within this agreement will be discussed by both the **Representative** and *OGSI* when necessary.
- 9) A signature by both the **Representative** and *OGSI* will bind this agreement.
- 10) This agreement is not assignable in any way. This agreement constitutes the sole and entire agreement between *OGSI* and **Representative**, and supersedes all prior and contemporaneous statements, promises, understandings or agreements.

Please let me know if you have any questions. I look forward to our continued relationship, and I expect that both of our firms should prosper under this agreement.

Sincerely,

Accepted and Agreed to:

John J. Conway
Sales Manager - *OGSI*

Mr. William Patterson
Fire Safe Associates