

GLOBAL ENVIRONMENTAL SOLUTIONS, INC. (GESI)
--A GREEN EARTH COMPANY--
6061 Blackberry Lane
Buford, GA 30518

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is made this ___ day of _____ 2008, between Global Environmental Solutions, Inc.; hereinafter called GESI or its assigns (the "Consultant") and _____ (the "Client"), an entity duly formed in the State/Country of _____, having offices in same State/Country

WHEREAS the Client is operating as a Corporation currently doing business in the State/Country of _____.

WHEREAS GESI, and its principals, have demonstrated knowledge and experience in working with/on environmental issues in providing advice on management, marketing, technology and operations as well as acting as a liaison and adviser on relationships with lenders, investors and regulatory authorities, et al; and

WHEREAS the Client desires to retain the GESI to act as its sole environmental engineering and equipment procurement consultant reporting to the Client's Board of Directors; and/or its agents and

WHEREAS, GESI, as consideration for its endeavors and efforts to provide environmental advice and to resolve the Client's environmental issues, will be paid fees as set forth below.

WHEREFORE, based upon the valuable consideration receipt of which is hereby acknowledged including the mutual promises contained herein, it is agreed that:

1. Subject to the terms herein, GESI shall provide environmental engineering consulting services to the Client and report on a monthly basis to its Board of Directors or designated officer.

2. Such consulting services shall include a review of the planned or existing operations of the Client, as requested by the Client, to determine the feasibility and/or the operational effectiveness of the project and/or to advise whether or not to continue on with the project, and/or provide advice on effective environmental solutions.

3. As compensation for its services, Client shall pay GESI shall receive an initial non-refundable deposit of \$ ___ (___ thousand Dollars). In the event that GESI'S consultant's services should be retained on an ongoing basis

subsequent to the initial service for which it was hired, which covers the preparation of a feasibility, equipment and operational recommendation plan and such advice applicable thereto; GESI as Client's consultant will be paid by Client monthly based on its standard hourly rate for such additional consulting work to be determined at such time as GESI services are needed. Such fees shall be billed on the first day of each month thereafter during the term of this Agreement, plus all reasonable out of pocket expenses and are payable upon receipt. If GESI as Consultant is involved in the procuring and/or purchasing of equipment for said client, it shall receive at time of purchase, in addition to its hourly fees, a facilitation fee for its services of 10% of the total consideration or cost of equipment or other items leased, purchased, acquired or used by the Client at time of purchase from the vendor or supplier from whom the equipment or other items were purchased, leased, or otherwise acquired.

Since part of GESI's services includes finding and recommending various suppliers, vendors and/or equipment to the Client, the Client hereby agrees not to circumvent GESI, directly or indirectly, in connection with the use, purchase, lease or any other transaction involving such vendors, suppliers, equipment, including processes, etc, which Consultant introduced, recommended, evaluated or negotiated on behalf of the Client. During the term of this Agreement, Client agrees not to consult with, retain, employ, work with or purchase from or above business dealings with any competing entity. GESI shall be Client's exclusive environmental consultant.

4. Client understands and agrees that Consultant makes no representations or warranties whatsoever regarding (i) the success or likelihood of Consultant's efforts except as described in paragraphs (1) and (2) above, (ii) the completeness or accuracy of any due diligence by the Consultant, (iii) the results or impact of the Consultant's performance of any services, or (iv) proper functioning, the use, fitness or lack of defects of any equipment or product or process, which is introduced, evaluated, or recommended by GESI.

5. The Company agrees to indemnify and hold the Consultant harmless from any and all losses, claims, damages, expenses, (including reasonable fees, disbursements, and other charges of counsel), actions, proceedings, or investigations (whether formal or informal), or threats thereof (collectively, the "Claims"), based upon, relating to, or arising in connection with Consultant's performance of its obligations hereunder to the full extent permitted by law.

6. To the fullest extent possible, Client will furnish to the Consultant all information and data as Consultant believes appropriate in connection with its activities in Client's behalf and shall provide Consultant full access to its officers, director, employees and professional advisors.

7. In connection with Consultant's performance hereunder, it is contemplated that the Client may supply to Consultant certain non-public or proprietary information concerning the Client ("Confidential Information"). The Client agrees to use its best efforts to appropriately mark all such information that is delivered in written form. Consultant agrees to use the Confidential Information solely for the purpose of rendering services pursuant to and in accordance with this Agreement and shall not, without prior written consent of Client's disclose any Confidential Information to any person, other than its officers, directors, employees and equipment companies in connection with performance under this Agreement, provided however that the foregoing shall not apply to any information which becomes publicly available other than as a result of breach of Consultant's undertaking hereunder, or that which Consultant is required to disclose by judicial or administrative process in connection with any action ,suit, proceeding or Claim.

8. It is agreed that nothing herein contained shall be construed to limit or restrict Consultant or its affiliates in conducting such business with respect to others, or in rendering such consulting advice and services to others. Client shall fully disclose in advance to Consultant all contacts, acquisitions, purchases, leases, closings, payments and business dealings with vendors or suppliers, which GESI introduced, consulted with, or negotiated with, or evaluated on behalf of the Client. Consultant shall perform its services hereunder as an independent contractor and not as an employee of Client or affiliate thereof. It is expressly understood and agreed to by the parties hereto that Consultant shall have no authority to act for, represent or bind Client or any affiliate thereof in any manner, except as may be agreed to expressly by Company in writing.

9. Miscellaneous.

- a) At any time and from time to time, each party agrees, at its expense, to take such actions and to execute and deliver such documents as may be reasonably necessary to effectuate the purposes of this Agreement.
- b) This Agreement sets forth the entire understanding of the parties with respect to the subject matter.
- c) Any notices shall other communication required or permitted to be given hereunder shall be in writing and shall be mailed by email, or certified mail, return receipt requested (or by the most nearly comparable method if mailed from or to location outside of the United States) or delivered against receipt to the party to whom it is to be given at the address of such party set forth on the first page of this Agreement (or to such address as the party shall have furnished in writing in accordance with the provisions of this section). Any notice given to any corporate party shall be addressed to the attention of the corporations secretary or president. Any notice of other communication given be certified

mail (or by such comparable methods shall be deemed given at the time of receipt thereof (or comparable act).

- d) Any waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of that provision or any breach of any other provision of the Agreement.
- e) The provisions of this Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns, provided however, that any assignment by any party of its rights under this Agreement without the written consent of the other party shall be void.
- f) In the event of a breach by one party of any term of this Agreement, the other party shall be relieved of any obligations it may have hereunder and in addition to the rights and remedies granted hereunder shall be entitled to all other recourse provided by applicable law.
- g) If any provision of this Agreement is adjucted to be invalid or illegal or enforceable, the balance of this Agreement shall remain in effect, and any provision in inapplicable to any person or circumstance, if shall nevertheless remain applicable to any other persons and circumstance.
- h) It is specifically understood that Consultant is not a registered engineer or other licensed contractor and is hereby acknowledged by the Client that the Consultant will not be acting in those capacities.
- i) This Agreement may be executed in any number of counterparts, each which shall be deemed original, but all of which together shall constitute one and the same instrument.
- j) This Agreement supersedes any and all agreements made in the past, either written or verbal, and as such cancels any and all previous agreements.
- k) The laws of the State of Florida shall govern this Agreement. Any actions shall be venued in this jurisdiction of _____ County, Florida.
- l) The term of this Agreement shall be ____ years. This Agreement may be terminated on 30 days written notice, but if terminated by the Client a termination fee of %_____ shall be paid upon notice of termination, plus all facilitation fees in Section 3 in the event Client within one (1) year of termination, purchases, leases or otherwise acquires equipment, data or processes found or previously evaluated, or negotiated by GESI or in the event the Client closes any transaction with any vendor or supplier found evaluated by GESI or negotiated with by GSEI.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Attest:

Client:

By:_____

By:_____

Attest:

Consultant:

By:_____

Global Environmental Solutions, Inc.

By:_____

(If executed remotely, please have document notarized.)