



GigaCrete, Inc.

INDEPENDENT REPRESENTATIVE AGREEMENT

This Agreement is by and between GigaCrete, Inc., whose address is 6775 Speedway Blvd., M105, Las Vegas, NV 89115, hereinafter referred to as "Company", and _____, whose address is _____, hereinafter referred to as "Representative." The Effective Date of this agreement shall be _____, 2012.

Whereas, Company is engaged in the marketing and sale of building materials products; and

Whereas, Representative desires to sell Company's products in accordance with the terms and conditions of this Agreement.

Now, therefore, it is agreed as follows:

1. Company hereby appoints Representative as an authorized non-exclusive independent representative to sell and promote all products provided by Company.
2. Representative shall devote such time, energy and skill on a regular and consistent basis as is necessary to sell and promote the sale of Company's products during the term of this Agreement. In addition to the foregoing, Representative shall assist Company and Company's business, including, but not limited to, such services of an advisory nature as may be requested from time to time by Company. Representative shall periodically, or at any time upon Company's request, submit written documentation identifying the prospective customer, the timing and procurement cycle of the project or distribution partners interest and other appropriate documentation of any and all sales and promotional efforts performed for the Company pursuant to this Agreement.
3. Under this Agreement, Representative shall be entitled to a commission ("Commission") for any and all projects that they have actively helped specify Company's product into and or set up independent stocking distributor's for the purpose of reselling Company's products. Commission shall be 7% of Company collected net sales (product sales net of shipping, services, discounts, allowances, supplies, returns and other charges incidental to performance) for projects or distributors identified in writing, sold and arranged by the Representative.
 - o Commissions shall be paid within 30 days of collection of net sale from customer/distributor.
 - o Except for a qualified project sale and collection that occurs within six months of termination of this Agreement, any and all Commissions payable to Company to Representative under this Agreement shall terminate on termination date of this Agreement and Company shall then be discharged and released of any further obligation to pay commissions to Representative under this Agreement unless agreement is extended and agreed to by both parties.
 - o To the extent that an identified construction project or distribution opportunity has already been identified and brought to the Company, the Company will immediately notify the Representative and the Representative will not be eligible for a Commission.
4. During the term of this Agreement or within seven years after its termination, Representative, or any agents or representatives under Representative's control, shall not compete with Company, directly or indirectly, or on behalf of any other person, firm, partnership, corporation or other entity in the sale or promotion of products and services the same as or similar to Company's products. Under no circumstances and at no time shall Representative disclose to any person any of the secrets, methods or systems used by Company in its business. All customer lists, brochures, reports, samples and other such information of any nature made available to Representative by virtue of Representative's association with Company shall be held in strict confidence during

the term of this Agreement and after its termination. The Company shall be entitled to an injunction restraining Representative from disclosing this information in the event of a breach or threatened breach of the provisions of this paragraph.

5. Representative agrees to make no representations, warranties or commitments binding the Company without the Company's prior consent. Representative will execute no agreement on behalf of the Company nor shall Representative hold himself/herself out as having such authority.
6. This Agreement shall not create a partnership, joint venture, agency, employer/employee or similar relationship between Company and Representative. Representative shall be an independent contractor. Company shall not be required to withhold any amounts for state or federal income tax or for FICA taxes from sums becoming due to Representative under this Agreement. Sales Representative shall not be considered an employee of Company and shall not be entitled to participate in any plan, arrangement or distribution by Company pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to Company's employees. Representative shall be free to utilize his time, energy and skill in such manner as he deems advisable to the extent that he is not otherwise obligated under this Agreement.
7. Representative warrants and represents to the Company that the Representative is free to enter into this Agreement and that Agreement does not violate any contract, employment agreement or any other agreement heretofore made by the Representative nor is it in conflict with or violate any policy, law, regulation or standard applicable to the Representative. In the event that the Representative enters into any contract, employment relationship or other agreement that is in conflict with this Agreement or becomes aware of any change in policy, law or regulation that would place the Representative in conflict with this Agreement, the Representative shall immediately notify the Company and the Agreement would immediately terminate.
8. Representative shall bear any and all costs or expenses incurred by Representative to perform his obligation under this Agreement, including, but not limited to, vehicle insurance, travel expenses and telephone expenses. If Representative operates a motor vehicle during the term of this agreement, the Representative agrees that the Company is not responsible for any damage or loss sustained by the use of said automobile during the term hereof.
9. The Company has the sole right to establish, alter or amend product specifications, prices, delivery schedules and discounts, and the Company will give Representative timely notice of any and all changes. The Company has the sole right to accept or reject sales opportunities.
10. The rights and duties of the Representative under this Agreement are personal and may not be assigned or delegated without prior written consent of Company.
11. Representative is not authorized to extend any warranty or guarantee or to make representations or claims with respect to Company's products without express written authorization from Company.
12. Representative shall indemnify and hold Company harmless of and from any and all claims, liability demands or requirements arising as a result of negligent, intentional or other acts of Representative or his agent or representatives.
13. Company shall indemnify and hold Representative harmless of and from any and all liability attributable solely to the negligent, intentional or other acts of Company or its employees.
14. This Agreement will terminate one year after the Effective Date. The Agreement may be renewed by mutual written agreement of the Company and Representative. In the event of Representative death, bankruptcy, or breach of any material terms of this Agreement, the Company may terminate the agreement immediately.

15. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Nevada. The Parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Clark County, State of Nevada. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.
16. Any notice under this Agreement shall be deemed given on the third business day following the mailing of any such notice, postage paid, to the address set forth above.
17. This Agreement contains the entire agreement between the parties and any representation, promise or condition not incorporated herein shall not be binding upon either party.

The parties have hereunto consented and agreed to this Agreement :

"Company"

By: _____

Name: Andrew Dennis

Title: Chairman

Date: _____

"Representative"

By: _____

Name: _____

Date: _____