

ADELINE AND ASSOCIATES

Sales Agency Agreement

This Sales Agency Agreement ("Agreement") is entered into on the date written below by and between Adeline and Associates, **134** South Creek Hollow, Sunnyvale, California 94087 ("Seller") and James Lee ("Agent").

Adeline and Associates desires to retain Agency to provide sales assistance for Adeline and Associates from time to time and Agency is willing to provide such sales assistance on the basis set forth more fully below. In consideration of the mutual promises contained herein, Adeline and Associates and Agency agree as follows:

1. Payment for Services. Agency will provide sales assistance for Adeline and Associates at Adeline and Associates' request from time to time during the term hereof. Agency will invoice Adeline and Associates monthly and Adeline and Associates will pay Agency within thirty (30) days of receipt of Agency's invoice.
2. Relationship of Parties. Agency shall perform the services under the general direction of Adeline and Associates, but Agency shall determine, in its sole discretion, the manner and means by which the services are accomplished, subject to the express condition that Agency shall at all times comply with applicable law. Neither Agency nor its employees and agents are agents or employees of Adeline and Associates, and have no authority whatsoever to bind Adeline and Associates by contract or otherwise.
3. Personnel. Agency and its employees and agents shall observe the working hours, working rules and holiday schedule of Adeline and Associates while working on Adeline and Associates' premises. Adeline and Associates reserves the right to request the replacement of any of Agency's personnel assigned to perform the services. If Adeline and Associates exercises this right, Agency shall replace the disapproved personnel as soon as is reasonably possible.
4. Employment Taxes and Benefits. Agency acknowledges and agrees that it shall be the obligation of Agency to report as income all compensation received by Agency pursuant to this Agreement and Agency agrees to indemnify Adeline and Associates and hold it harmless to the extent of any obligation imposed on Adeline and Associates to pay any withholding taxes, Social Security, unemployment or disability insurance or similar items, including the interest and penalties thereon, in connection with any payments made to Agency by Adeline and Associates pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement.

ADELINE AND ASSOCIATES

SALES AGENCY

Signature Adeline Ramachandran

Signature James Lee

Name Adeline Ramachandran

Name JAMES LEE