



## **Consulting Service Agreement**

This Agreement is made effective as of March 31, 2007 (the "Effective Date"), by and between Baron General Capital LLC ("CONSULTANT") of 548 Main Street, Suite 1, Stroudsburg, PA 18360, and Premium Tech Window Films, Inc. ("Client") of 8274 NW 70<sup>th</sup> Street, Miami, Florida 3166

In this Agreement, the party who is contracting to receive services shall be referred to as "CLIENT", and the party who will be providing the services shall be referred to as "CONSULTANT".

CONSULTANT has a background in financial, operational and management consulting and is willing to provide services to CLIENT based on this background. Additionally, Consultant has negotiation and structuring experience to assist CLIENT and has also provided previous services to CLIENT.

CLIENT agrees that previous services have been provided by CONSULTANT and desires to have future services provided by CONSULTANT.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on the Effective Date, CONSULTANT will provide the following services (collectively, the "Services"):

A) Assist CLIENT in preparation of financial, operational and accounting reports and schedules as requested. These include, but are not limited to the following:

- a) Assistance with pro-forma financial statements including assumptions.
- b) Assistance with pro-forma cash flow projections.
- c) Acquisition and merger analysis including effect on financial statements and cash flow.
- d) Assistance with internal control structure including recommendations.
- e) Assistance with financial, operational and accounting reporting.
- f) Assisting with restructuring CLIENT.
- g) Assistance with structuring and negotiation of agreements with CLIENT.
- h) Assistance with preparing for public offering on global stock exchange.
- i) Assistance with development of business and corporate development programs and materials.

B) Referral of CLIENT to potential funding sources. These sources include 3D, Coutts Bank Van Earnst, Stone Capital Partners and others.

C) Other matters as requested by CLIENT.



2. PERFORMANCE OF SERVICES. CONSULTANT shall determine the manner in which the Services are to be performed and the specific hours to be worked by CONSULTANT.

3. COMPENSATION. (a) Compensation. In the event Advisor introduces Company to sources that provide capital, initiate a strategic alliance or joint venture for the Company (the “Transaction”), or engage in any business development activity that shall result in revenue for the Company; Company shall deliver to Advisor in exchange for such Transaction a percent of the proceeds or Transaction value equal to the following Lehman Scale formula:

5%	On the first three-million
4%	On the second two-million
3%	On the third two-million
2%	On the fourth two-million
1%	On the balance

Baron General agrees to accept twenty-five (25%) of the compensation payable in common shares of the Company (symbol: \_\_\_\_\_ - to be identified upon Premium Tech becoming a public company) and seventy-five percent (75%) of the compensation in cash. In the case where a Transaction is made entirely in stock, the full compensation to Advisor will be paid as stock under the same terms and conditions pursuant to the Transaction.

(b) Retainer Fee – Equity and Cash Based Compensation. Retainer Fee: PREMIUM TECH granted and will deliver 500,000 common shares of the Company, (symbol: \_\_\_\_\_ - to be identified upon PREMIUM TECH becoming a public company) as a non-refundable retainer fee.

(i) General Fees. The Company agrees to compensate Baron General a business development and strategic plan fee of \$15,500.00 with \$7,750.00 due upon signing of this Agreement and the balance of \$7,750.00 due upon PREMIUM TECH becoming a publicly trading company and receiving first funds. The balance will be due within 10-days of the first funding of the Company. Baron General Capital retains ownership rights to all materials until the balance of the fees are paid and keeps perpetual authorship rights.

(c) In the event that Company is introduced to prospective investors, merger candidates, strategic alliances or joint ventures who are represented by third-party agents that are entitled to earn a fee with connection to the transaction, the Company may enter into such transaction provided that all such third-party agents and their respective investors shall be included as a party to this Agreement.



### Baron General Capital LLC

(d) In the event that Company is introduced by CONSULTANT to sources who enter into a revenue-producing contract, fee-sharing arrangement, or similar agreement, Company agrees to pay to CONSULTANT a fee equal to two-percent (2%) of total gross proceeds of such agreements. This obligation shall survive for a period of one (1) year from the date of execution of said agreement, during which time CONSULTANT shall have the right to perform an audit of the Company's books and records once annually.

All compensation paid to CONSULTANT will be based upon the valuation of the Transaction, the total financing facility amount, or enterprise value of any joint venture or strategic alliance pursuant to the Transaction and will be delivered to CONSULTANT upon the closing of said Transaction and if applicable, the Company's receipt of good funds. All such compensation will include any deferred payments, payouts, earn-outs, or subsequent financing the merger, acquisition, or strategic alliance candidate shall receive for a period ending three years from the date of this Agreement for any party introduced by CONSULTANT to Company ("Subsequent Transactions"), and as may be amended from time to time. The Company shall pay to CONSULTANT all compensation fees directly from the proceeds of any Transaction or Subsequent Transactions and warrants it will list CONSULTANT as a payee in all closing documents for a period of three years from the date of this Agreement. All said shares, warrants, options or securities provided to CONSULTANT by Company shall be fully-paid (exclusive of warrants or options), non assessable, non-cancelable and free and clear of any encumbrances and will be subject to normal anti-dilution provisions and carry demand registration rights. All transference of shares to CONSULTANT by Company shall be made Euroclear in the name of and to the accounts designated by CONSULTANT, or by certified stock certificates sent via courier.

4. EXPENSE REIMBURSEMENT. CONSULTANT shall be entitled to reimbursement from CLIENT for all reasonable "out-of-pocket" expenses directly related to the services provided such as, but not limited to: travel, copying expenses, etc. as approved by CLIENT in advance.

5. TERM/TERMINATION. This Agreement is for a nine-month (9) month period and shall terminate automatically nine months from the date Company is first traded unless both CLIENT and CONSULTANT agree in writing to an amendment of the agreement.

6. RELATIONSHIP OF PARTIES. It is understood by the parties that CONSULTANT is an independent contractor with respect to CLIENT, and not an employee of CLIENT. CLIENT will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of CONSULTANT.

7. CONFIDENTIALITY. CONSULTANT recognizes that CLIENT as and will have medical and legal information which need to be protected from improper disclosure. In consideration for the disclosure of the Information, CONSULTANT agrees that CONSULTANT will not at any time or in any manner, either directly or indirectly, use any Information for CONSULTANT's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of CLIENT which includes patents, business plans, formulas and other intellectual property



### Baron General Capital LLC

and information. CONSULTANT will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

8. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that CONSULTANT has disclosed (or has threatened to disclose) Information in violation of this Agreement, CLIENT shall be entitled to an injunction to restrain CONSULTANT from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. CLIENT shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

9. SERVICES TO THIRD PARTIES. The parties recognize that CONSULTANT may provide consulting services to other parties. However, the confidentiality provisions of this Agreement bind CONSULTANT, and CONSULTANT may not use the information, directly or indirectly, for the benefit of third parties.

10. RETURN OF RECORDS. Upon termination of this Agreement, CONSULTANT shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in CONSULTANT's possession or under CONSULTANT's control and that are CLIENT's property or relate to CLIENT's business.

11. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to Premium Tech Window Films, Inc.

If to Baron General Capital LLC  
548 Main Street  
Suite 6  
Stroudsburg, PA 18360

Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

13. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.



**Baron General Capital LLC**

14. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. APPLICABLE LAW. The laws of the State of Switzerland shall govern this Agreement.

17. FORMER AGREEMENTS. This Agreement shall supersede all other agreements entered into by Company. Baron General takes responsibility for any issue regarding compensation with regard to any formerly signed agreements relating to corporate finance advisory work.

SIGNATURE PAGE TO FOLLOW



Premium Tech Window Films, Inc.

BARON GENERAL CAPITAL LLC

By: L. Joshua Eikov, Managing Member