

SALES REPRESENTATIVE AGREEMENT

This SALES REPRESENTATIVE AGREEMENT (the "Agreement"), dated as of 28 th day of october 2020 by and between

Navy Living BV, incorporated under the
Navy Living BV
Ceresstraat 13
4811 CA Breda

Act and rules framed there under, herein after referred to as 'the Company 'which is engaged in the production/manufacturing/stocking of the BARANDEH brand of perfumes.

AND _____, residing at _____

WHEREAS, the Company is engaged in the business of PERFUMES, and

WHEREAS, the Company desires to retain the services of the Representative to market and solicit orders for the Company, and the Representative desires to perform such Services

NOW, THEREFORE, for and in consideration of the premises, mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1.

Engagement of the Representative.

1.1

The Representative shall make a for 10 bottles of 30 ml perfume with the Company, in the nature of a Refundable, with an implied authority to the Company to forfeit the same in the event of non-performance or breach of Contract by the Representative.

1.2

The Company hereby engages the Representative as to market and sell perfumes. The engagement of the Representative shall be as an independent contractor and not as an employee, agent, subsidiary or corporate affiliate of the Company. The Representative hereby accepts such engagement.

1.3

The term of the engagement (the "Term") shall be temporary unless the Company gives the representative a written notice of its intention to continue this Agreement.

1.4

The Representative shall market and sell perfumes to prospective customers.

1.5

During the term of this Agreement, the Representative shall not market, solicit the license or sale of or have an interest, directly or indirectly, in any Person (as defined below) that markets or solicits the sale of, any service that would compete with the Services or otherwise conflict with the best interests of the Company.

1.6

The Company understands and agrees that the Representative may (i) appoint other Representatives to market and/or solicit orders for the Services during and after the Term, and (ii) market and/or solicit orders for the Services by itself or through any third party or parties at any time, provided Company approves.

1.7

The Representative shall not have authority to accept orders on behalf of the Company or to bind or commit the Company to deliver the Services or assume or perform any other obligation in respect of any customer or prospective customer, and the Representative shall not make any contrary representations. The Representative shall not make any representation or warranty on behalf of the Company other than as authorized in writing by the Company.

2.

Prices and Terms of Order; Confirmation and Acceptance of Orders.

2.1

The Representative shall be bound, in all conditions, to make sales of the next order 25 perfumes in 6 weeks, failing which; the Company may terminate the engagement of the Representative.

2.2

The Representative shall quote only the prices, delivery schedules and other terms and conditions supplied by the Company and no deviations shall be made there from. The prices on the website of the Company shall be higher than the price that shall be charged to the Representative so as to enable him to make good sales.

2.3

All orders solicited and taken by the Representative shall be submitted to the Company and are subject to acceptance and confirmation in writing by a duly authorized officer of the Company. Only the Company shall make decisions regarding a customer's credit and all matters relating to billing to customers. The Representative shall, on request, assist the Company in obtaining credit information relating to customers or prospective customers. All quotations for the Services made by the Representative to customers or prospective customers and all orders delivered to the Representative must be made expressly subject to the approval and confirmation of the Company and are not final until an authorized officer gives such approval in writing.

2.4

The Company reserves the right, in its sole discretion, to decline to accept any order and to change or discontinue the marketing of any of the Services, without prior notice to the Representative. In the event that the Company declines to accept any such order or change or discontinue the marketing of any of the Services the Company shall not be liable to the Representative for the payment of any commission or fees that would have been payable hereunder had such order been accepted by the Company, except for any commissions due from funds accepted by the Company from the account of Representative.

2.5

The Company may, in its sole discretion, cancel any order, either in whole or in part, at any time after acceptance by the Company and the Company shall be relieved of all of its obligations with respect to commissions and fees thereto, **except for any commissions already due at time of cancellation from payments already made by customer which shall be paid to representative.**

2.6

Only under the circumstances of 2.4 and 2.5 above the agent may offer or recommend to the customer an alternative solution from a competitor, while holding the Company safe from competition as elsewhere in the contract.

2.7

Transparency: To determine commission amounts and payment timing representative to be notified of amounts at time of billing and payment by customer. Representative to have full access to commercial information pertaining to payment revenues billed by Company to final customers and intermediary commercial third parties introduced by representative.

3.

Commissions and Expenses.

3.1

The Company shall pay a commission to the Representative entered into by the Company with customers obtained primarily through the efforts of the Representative, in accordance with the fee schedule set forth in Schedule B attached hereto.

3.2

Company will reimburse Representatives with amounts spent by mutual agreement on Companies business 30 days from date of invoice delivered by email.

4.

Termination. Notwithstanding anything to the contrary contained in this Agreement, including Section 1.2 hereof, either the Representative or the Company may terminate this Agreement with cause thirty (30) days after giving notice in writing to the other party of the terminating party's intention to terminate this Agreement; provided, however, that termination of this Agreement by either party shall not relieve either party from liability for breach of any provision of this Agreement nor for payment of commissions or monies due one to the other. Specifically:

4.1

Company agrees that termination does not relate to ongoing payment of commissions from clients introduced by representatives to Company who conclude a sale subsequent to termination nor to payments due from the continuation of contracts with clients arranged by Representative prior to termination, nor for expenses agreed but outstanding

5.

Non-Disclosure. The Representative covenants and agrees that he shall not, during the Term of this Agreement, except in the performance of obligations hereunder, or at any time after the termination of this Agreement, communicate or disclose to any Person (other than the Company or its Affiliates and the Company's agents, consultants, auditors or attorneys), or use for his account, without the prior written consent of the Company, any business information, observations, data, written material, records or documents relating to the business and affairs of the Company or any of its Affiliates, including, without limitation, any trade secrets, customer lists, information relating to sources of customers or prospects, financial, personnel and customer information, and any confidential information concerning the business or affairs of any supplier, creditor, lender, shareholder or customer of the Company or any of its Affiliates which was obtained or acquired by the Representative during the Term of this Agreement. In addition, the Representative shall not discuss the fees or other compensation received by the Representative, or by any of the Company's employees, salesmen or agents with any other person whether or not they are employed by the Company (except for confidential discussions with the Representative's accounting and legal advisors); nor shall the Representative discuss sales achieved by the Company or any profit and cost information with any other party except as authorized by the President of the Company. The Representative further covenants and agrees that the Representative shall retain all such knowledge and information concerning the foregoing in trust for the sole benefit of the Company and its Affiliates and their successors and assigns.

6.

Non-Circumvent Company agrees not to circumvent Representative by communicating or conducting business with Representative's clients either directly or through other representatives without prior agreement

7.

Covenant to Report; Ownership of Trade Secrets.

7.1

The Representative shall promptly communicate and disclose to the Company all observations made and data obtained by the Representative during the Term. All written materials, records and documents made by the Representative or coming into his possession during the Term concerning the business or affairs of the Company or any of its Affiliates shall be the sole property of the Company and its Affiliates; and upon the Termination of this Agreement or upon the earlier request of the Company during the Term, the Representative shall promptly deliver the same to the Company (or its designee).

8.

Remedies. The Representative acknowledges that the Company will have no adequate remedy at law if the Representative violates any of the terms of this Agreement. In such event, the Representative agrees that the Company will be entitled to obtain preliminary and permanent injunctive relief or otherwise to specifically enforce any of the provisions of this Agreement, in any court of competent jurisdiction, without prejudice to any other remedy available to it at the Company's expense; provided, however, that such remedy will be held and construed to be cumulative and not exclusive of any rights or remedies, whether in law or equity, otherwise available under the terms of this Agreement or under federal, state or local statutes, rules and regulations.

9.

Definitions. Unless otherwise defined herein, the following terms shall have the meanings ascribed to them: (a) "Affiliate" shall mean any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with another Person; and (b) "Person" shall mean any individual, corporation, firm, association, partnership, other legal entity or other form of business organization.

10.

No Conflicts with Other Agreements. The Representative represents and warrants that his obligations under this Agreement do not breach, violate, conflict with or contravene any oral or written understanding or agreement binding on the Representative, including, without limitation, any covenant not to compete.

11.

Changes; Alterations. No change, alteration, modification or addition to this Agreement shall be effective unless in writing and properly executed by the parties hereto.

12.

Applicable Law. This Agreement shall be governed by and construed solely and exclusively in accordance with the laws of Breda, The Netherlands, without regard to any statutory or common-law provision pertaining to conflicts of laws. The Parties agree that courts of competent jurisdiction in Breda, The Netherlands, shall have concurrent jurisdiction with the arbitration tribunals of the _____ for purposes of entering temporary, preliminary and permanent injunctive relief with regard to any action arising out of any breach or alleged breach of this Agreement. The Parties agree to submit to the personal jurisdiction of such courts and any other applicable court within the state of Indiana. The Parties further agree that the mailing of any process shall constitute valid and lawful process against such Party

13.

Notices. All notices and other communications which are required under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered in person.

14.

Entire Agreement. This Agreement, together with Schedule A and Schedule B attached hereto, embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements, commitments, arrangements; negotiations or understandings, whether oral or written, between the parties with respect thereto. There are no agreements, covenants, undertakings, representations or warranties with respect to the subject matter of this Agreement other than those expressly set forth or referred to herein.

15.

Severability. If any provisions of the Agreement shall be declared to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall not affect the remaining provisions hereof, which shall remain in full force and effect.

16.

Headings. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof or define, limit or otherwise affect the meaning of any of the terms or provisions hereof.

17.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

By: /s/: _____

CEO

Sd/-

By: /s/: _____