

DENIZEN World.

SALES REPRESENTATIVE AGREEMENT

This Agreement is made in the state of Texas between DENIZEN World LLC herein called "the Company" and _____, a company registered in the state/country of _____ identified by FISCAL or TAX NUMBER ID _____, having its principal place of business at _____ "the Sales Representative", acting as the legal representative with the title stated before the signature duly empowered to sign on behalf of the company and jointly as a physical person bearing the name before the signature.

A. The Company manufactures & markets its own branded jewelry line globally.

B. The Company desires to obtain the services of Representative, and Representative desires to provide services to the Company in accordance with the terms, conditions and covenants set forth in this Agreement. Accordingly, in consideration of the mutual covenants and undertakings set forth herein, the parties hereby agree as follows:

1. Appointment and Acceptance.

A. The Company hereby appoints Representative as one of the Company's independent sales representatives to solicit orders for the following brand and its lines

- DENIZEN® Bracelet

Representative's appointment shall not include any stricken through product or territory marketed by the Company not herein explicitly stated or explicitly excluded

B. Representative shall solicit orders for Company Products in the geographic territory designated on Exhibit "A" (hereinafter called "the Territory"). Representative shall not solicit orders for Company Products in any other geographic territory without its prior written consent. Representative acknowledges and agrees that it neither has, nor will acquire, any vested or proprietary right or interest with respect to the Territory, any Company customers in the Territory, or any Company customer lists. Representative further acknowledges and agrees that any goodwill accruing in the Territory during or after the term of this Agreement with respect to the Company brand and/or Company Products shall and can only be considered the property of the Company.

C. Notwithstanding anything contained herein, unless specifically authorized by the Company in writing, this agreement explicitly excludes solicitation of orders from any O.E.M. or private label accounts. It is being understood and acknowledged by Representative that the Company may solicit orders from such

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accounts directly in the Territory (in which case they shall be considered "Reserved Factory Accounts") or may authorize other specially appointed Company sales representatives to solicit orders from such specifically identified or excluded accounts not being explicitly listed in exhibit "B". Further, the Company shall have the right, from time to time, at its sole discretion, to request the assistance of Representative on an ad-hoc basis to solicit orders on its behalf from non-identified, non-included accounts/territory.

D. Representative hereby accepts its appointment hereunder.

2. Responsibilities of Representative.

Representative shall always satisfy the following responsibilities during the term of this Agreement:

A. Representative and its staff shall conduct themselves in a manner consistent with the high image, reputation and credibility of the Company and Company Products, and shall engage in no activities which reflect adversely on the Company, its brand or its Products.

B. Representative shall use its best efforts to solicit orders for the Products, shall promote the sale of the Products in a diligent and aggressive manner, and shall forward all orders to the Company promptly within 24 hours of their issuance, should they not be addressed directly to Company by the buyer.

C. Representatives, acting as a company, shall maintain an office in the Territory or in an approved in writing peripheral location, which shall be open and staffed adequately during normal business hours to answer company and customers in timely manner not to exceed 24 hours except when the next day is a holiday in the Territory. Representative shall employ and maintain adequately trained and competent personnel in sufficient numbers to carry out and perform properly and fully all of Representative's responsibilities under this Agreement including swift response, considered a core requisite of Representative responsibilities.

D. Should the Representative act on his own behalf and be a physical person, said Representative shall complete all training prior to approaching retailers and customers to be prospected on behalf of the Company. Representative shall make himself available when necessary for additional training when new products are made available or when appropriate and directly linked tradeshows to his territory require his presence.

E. The Representative shall acquire his samples through the online or other pre-approved payment method with a Company officer. The payment is not a final purchase but a fully refundable deposit that will accrue either after the 3rd order totaling a minimum of \$15,000 or its equivalent or after a year of inconclusive performance. Freight charges, loss and destruction will be deducted proportionately.

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F. In the event the Representative becomes aware of any actual or potential claim against the Company by any person or entity, Representative shall notify the Company immediately.

G. Representative shall use its best efforts to achieve sales quotas assigned periodically by the Company to Representative. The Company shall have the right to adjust or revise any assigned sales quotas, from time to time, that has been discussed and adhered to by Representative.

Representative understands that sales volume is only one factor by which the Company is evaluating Representative's performance, and that the achievement of any sales quota(s) shall not preclude the Company from exercising its non-extension or termination rights pursuant to paragraph 14 of this Agreement.

H. Representative shall furnish the Company, on a timely basis at the end of each calendar month, sales call reports, sales forecasts, and such other information pertinent to Representative's performance hereunder, as the Company may additionally request, in addition to filling out of monthly pipeline management forecasts and other related reports and projections including listing update and status of prospects that have been or are being targeted, the shows attended by prospects etc...

I. Representative shall attend all meetings and trade shows deemed necessary by the Company that pertain to the Territory, should prospects in the territory confirm their attendance.

J. Representative shall comply with all applicable local/state/national/federal/ laws and regulations in performing his responsibilities hereunder that fall within the jurisdiction of the assigned Territory and his place of residence outside the Territory.

K. Representative shall assist the Company in obtaining relevant financial and credit information concerning Company accounts and potential accounts within the Territory, should credit be extended.

L. Representative shall keep the Company informed as to competition activities and economic conditions within the Territory which may affect the marketing or sales of the Company Products therein.

M. To the extent not otherwise required herein, Representative shall provide complete cooperation to the Company in order to assist the Company in maximizing the Company's success within the Territory which includes the collection of data of and inviting the largest number of said identified prospects to shows aimed at the Territory.

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3. Relationship of the Parties.

Representative acknowledges that it has its own independently established business which is separate and apart from the Company's business. Representative, always, shall be considered an independent contractor with respect to its relationship with the Company. Nothing contained in this Agreement shall be deemed to create the relationships of employer and employee, master and servant, franchisor and franchisee, partnership or joint venture between the parties.

4. Scope and Limitations of Representative's Authority.

A. Representative has authority to solicit orders, only. Representative has no authority to accept orders and their T&C on behalf of the Company. All orders solicited by Representative shall be subject to acceptance or rejection by the Company, in whole or in part, at the Company's sole discretion.

B. The Company shall have the sole right to determine the accounts to whom the Products shall be sold, and Representative shall have no right or authority to obligate the Company to sell the Products to any account.

C. Prices, credit terms, sales programs and other terms and conditions of sale governing transactions between the Company and its customers shall be those adopted by the Company from time to time, at its sole discretion. Representative shall have no authority to modify any such prices, credit terms, sales programs or other terms or conditions of sale, to authorize any customer to return the Products to the Company for credit, or to obligate or bind the buyer or Company in any other manner.

D. At no time shall Representative engage in any unfair trade practices with respect to the Company or the Products. Representative shall make no false or misleading representations with respect to the Company or the Products. Representative shall refrain from communicating any information with respect to guarantees or warranties regarding the Products, except such as are expressly authorized by the Company or are set forth in the Company's literature or other promotional materials.

E. Except as authorized by the Company, Representative shall have no authority to make personal collections from or deposit funds of customers addressed to the Company, but, as part of its responsibilities he shall assist the Company in collections upon the Company's request, and shall remit any collected funds to the Company immediately within twenty-four (24) hours and under no circumstances no more than thirty-six (36) hours from receiving remittance if approved method of payment is different from a standard wire payment.

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F. Representative shall not use the Company's trade names or trademarks or any names closely resembling same as part of Representative's corporate or business name, or in any manner which the Company, in its sole discretion, may consider misleading or otherwise objectionable.

G. Representative shall not attempt to fix prices at which any account or prospective account of the Company may resell the Company Products, it is acknowledged and understood that the Company accounts are free to determine resale prices at their sole discretion, provided they are not set below 10% MSRP.

5. Commissions.

A. The sole and exclusive compensation to be paid by the Company to Representative in consideration for all services rendered by Representative as an independent sales representative for the Company shall be commissions on fully paid sales of the Products in accordance with the commission schedule set forth on Exhibit "C" ("the Commission Schedule"), which is attached hereto and shall be considered an integral part of this Agreement. Anything contained herein or in Exhibit "C" notwithstanding, the Commission Schedule shall not govern ancillaries, non-product items and other costs separately factored in the invoice. For any products sold and not part of the regular catalog of The Company, the latter shall have the right to determine the commissions on such sales at its sole discretion, on a case by case basis, without the requirement of advance notice to Representative.

B. Commissions shall be computed on the base of net invoice price of the Products. The "net invoice price" shall be computed by deducting from the gross sales amount, displays, accessories, furniture, promotional products, billed as no profit items or that may be considered as non-resalable by the customers. Credit card charges, miscellaneous local taxes and/or duties along with freight and insurance charges will be subtracted from the base amount. If they are not built-in, any clearly stated and marked credits and/or refunds (arising from returns or other adjustments), labeled as free, discounts, rebates, finance charges and co-op advertising or promotional expenses or allowances of any kind mentioned in the invoice will be deducted from the commission base.

C. Subject to the final settlement procedures set forth in paragraph 6 and to the debit provisions of subparagraph E hereof, commissions shall become earned and due to Representative in accordance with the following provisions:

i) Except as otherwise provided in this Agreement, commissions on commissionable amounts and orders shall be considered earned and due to Representative on the 5th of the month following the full

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balance has been collected free and clear with no unforeseen exceptional expenses such as but not limited to legal expenses such as court fees, hiring of counsels, lawyers, marshals or debt collectors.

ii) Commissions on any shipment(s) made subsequent to, and within thirty (30) days of, the expiration or termination of this Agreement shall be considered partially earned and paid at half the nominal rate to Representative, only if the shipment relates to orders and their payments both received and accepted by the Company prior to the expiration or termination date, pursuant to the provisions of Paragraph 6 hereof.

iii) No commissions shall be considered earned and due to Representative under any circumstances with respect to:

a) Sales to any Reserved Factory Accounts or to any other accounts from which Representative is not authorized by the Company to solicit orders; or

b) Sales of parts or promotional items, sale of displays and furniture, sales of any products such as replacement not covered by this Agreement, accommodation sales, sales made to Representative or to any of its employees, or sales to any other entity in which Representative or any principal(s) of Representative has any ownership or other direct or indirect financial interest; or

c) Any unfilled or unfulfilled or unaccepted orders; or

d) Any shipments made more than thirty (30) days after expiration or termination of this Agreement, regardless of whether the order(s) in question has been submitted to the Company prior to or after the expiration or termination date; or

e) Any orders or portions thereof as to which the Company is obligated to pay the commissions to any other Company sales representative from previous or separate and concurrently running agreement.

f) Any repair or replacement under or outside warranty period may it be free or paid in.

D. In those cases where the Company ships an order to an account's outlets in locations outside the Territory or to an account's central redistribution outside the Territory, the Company, at its sole discretion, may apportion such commissions to one or more than one representative, in proportions deemed by the Company, in its sole judgment, to be equitable and applicable to the Territory, if such commission was not already paid for the entire order. All such determinations, in any particular instance, shall be deemed ad-hoc and shall not be binding on the Company in all subsequent instances.

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E. The monthly commissions otherwise payable to Representative shall be offset by any debits issued against Representative's commission account. Debits shall be issued in accordance with the following provisions of Paragraph 6 hereof:

i) If any credits, discounts, rebates or allowances are granted to an account before or after merchandise has been shipped and invoiced, a debit will be issued for the commissions allocable thereto.

ii) A debit will be issued for the commissions allocable to any amounts which are more than sixty (60) days past due, and/or are written off by the Company as bad debts or for which late payment fees have been waived to customer which has been warranted by Representative. Any subsequent collection of all or any portion of such amounts shall not serve to reduce, offset, or reverse the debit. In situations in which the Company engages an attorney or collection agency, the provisions of subparagraph – iii - will be governing.

iii) If the Company incurs any legal expenses or pays any collection agency for the collection or attempted collection of any unpaid amounts from accounts serviced by Representative, a debit will be issued for the commissions allocable to the entire amount sought to be collected, and the collection of all or any portion of the indebtedness shall not serve to reduce, offset, or reverse the debit.

iv) If Representative (or any other business entity in which Representative or any of its principals has any ownership or other financial interest) becomes indebted to the Company, regardless of the basis or nature of the indebtedness, the Company shall have the right to issue a debit against Representative's commission account for the full amount of such indebtedness or any portion thereof at its discretion.

v) Debits shall be issued during the term of this Agreement and thereafter, until the completion of the final reconciliation, as provided in Paragraph 6 hereof. All debits issued in any calendar month shall serve to reduce the commissions payable to Representative in subsequent calendar months until said debits have been offset in their entirety against commissions. If debits issued against Representative's commission account at any time exceed the commissions then due to Representative, the Company may require, in lieu of offsetting said debits against future commissions, that Representative pays said excess debit amount to the Company. In such event, payment shall be made by Representative to the Company within Thirty (30) days after receipt of the Company's written demand. Failure to do so in a timely manner, Representative will incur the legal maximum interest rate until the debt is fully paid plus any legal expenses associated with the collection. Failure to comply may also constitute a breach of agreement justifiable to cause non-renewal or termination of agreement.

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D. The Company shall furnish Representative periodically with statements reflecting the status of Representative's commission account. If Representative has objections with respect to any such statement, whether regarding its accuracy, completeness or any other matter, Representative shall make such objection(s) known to the Company in writing within fifteen (15) days after the date of the statement. Any and all objections as to which written notice is not received by the Company, within the fifteen (15) day period, shall be deemed waived and abandoned.

6. Final Settlement Procedures.

Notwithstanding anything contained in Paragraph 5, any commissions otherwise becoming earned and due to Representative as of the expiration or termination date of this Agreement, or thereafter, may be withheld by the Company and shall become due, if at all, only after a final reconciliation is performed by the Company One Hundred Fifty (150) days subsequent to the expiration or termination date ("the Reconciliation Date"). In lieu of withholding the entire amount of such commissions, the Company may, at its option, withhold only that portion as the Company deems necessary for its financial protection. The Company shall debit Representative's commission account on the Reconciliation Date for the commissions allocable to any outstanding invoices applicable to customers serviced by Representative, which the Company believes are uncollectible or in jeopardy of non-payment. If the debits allocable to such invoices, together with any other debits not previously offset against commissions do not exceed the amount of any remaining commissions otherwise payable to Representative, the difference between the remaining commissions and the outstanding debits then shall be considered earned and due, and thereupon shall be paid by the Company to Representative. If all outstanding debits exceed the remaining commissions, no additional commissions shall be considered earned and due. Representative acknowledges he shall be required to pay the Company the difference between such outstanding debits and the remaining commissions, upon receipt of the Company's statement. After the Reconciliation Date, no additional commissions shall become earned and due to Representative, and the Company shall not be entitled to issue any additional debits against Representative's commission account.

7. Competitive Products.

A. Unless authorized by the Company in writing, neither Representative nor any other entity in which Representative or any of its principals has any ownership or other financial interest, shall act, at any time during the term of this Agreement, as a sales representative for any products or product lines which are in any way deemed similar in design, function or intended purpose and use to Company Products, or which otherwise are considered direct competitors, in the Company's sole judgment, with the Company Products.

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B. In order to ensure Representative's compliance with subparagraph A. hereof, Representative shall identify, from time to time, when requested by the Company, all products or product lines other than the Company Products, for which Representative (or any other business entity in which Representative or any of its principals has any ownership or other financial interest) is acting as a sales representative. Representative, in any event, shall notify the Company in writing, whenever Representative or any such other business entity is contemplating the commencement of representation for any additional products or product line(s).

8. Product Changes.

The Company shall have the right, at its sole discretion, to modify or discontinue selling any or all of the Products at any time, without incurring any liability to Representative.

9. Purchases for Resale.

In the event that the Company and Representative agree that Representative shall purchase quantities of the Company's Products for resale, any such purchases shall be at such prices and upon such other terms and conditions of sale as are determined by the Company from time to time, at its sole discretion set at or about wholesale prices. The Company shall have the right to cease selling the Company Products to Representative at any time. No commission will be earned in such instance.

10. Submission of Ideas to the Company. In consideration for the Company's execution of this agreement, Representative agrees that any and all business ideas, materials, procedures, policies and plans (hereinafter called collectively "the ideas") as may be submitted by Representative to the Company during the term of this Agreement and which pertain directly or indirectly to the business of the Company, shall belong to and be deemed to be the property of the Company. Unless otherwise agreed expressly in writing by an officer of the Company, the Company shall not be required to compensate Representative in any manner for the ideas, regardless of whether the Company does or not utilize the ideas, in whole or in part. Representative agrees to execute any additional documents as may be necessary to effectuate these provisions.

11. Proprietary Information.

All financial, engineering, sales, marketing or other information disclosed by the Company to Representative as a consequence of Representative's relationship with the Company shall be treated by Representative as the Company's trade secrets and shall not be disclosed by Representative to any other person, party, firm or entity, during the term of this Agreement or thereafter, without the prior written consent of the Company, except to the extent that such information is in the public domain at

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the time of its disclosure to Representative or thereafter becomes in the public domain through no fault of Representative.

12. Representative's Business Expenses.

Representative shall bear the entire responsibility for any and all expenses incurred in connection with its business (including, but not limited to lease holding expenses, salaries, telephone and traveling expenses), and the Company shall not be obligated to pay any such expenses or to reimburse Representative, therefore.

The Company shall have no responsibility for the payment of withholding, Social Security or unemployment taxes, or any similar taxes or other payments, with respect to commissions earned by Representative hereunder. If, notwithstanding the provisions of this paragraph, any such taxes or payments ever are assessed against the Company, Representative shall reimburse the Company promptly for all sums paid by the Company, including any interest or penalties.

13. Duration of Agreement/Termination.

A. This Agreement shall remain in effect until 5:00pm of the last day of the validity of this Agreement, unless terminated sooner as provided in subparagraph B., or unless extended for an additional period. Any such extension shall be operative only if effectuated by a written instrument executed by both parties. Neither party shall be obligated to extend the duration of this agreement upon the expiration of the initial term or any succeeding term. Although either party may elect to provide the other with advance notice of any intention not to extend this Agreement upon its expiration, such notice shall not be required, it being understood that the notice provisions of subparagraph B apply solely to termination prior to expiration.

B. Either Representative or the Company may terminate this Agreement, at will, at any time during the initial term or any succeeding term thereafter. Such termination may be either with or without cause. If the termination is without cause, sixty (60) days advance written notice must be provided by the terminating party to the other party. Each party acknowledges that such sixty (60) day period is adequate to allow it to take all actions required to adjust its business operations in anticipation of termination. If the termination is for cause, no advance notice shall be required, but may be provided at the option of the terminating party. "Cause" for purposes of this paragraph shall include, but not necessarily be limited to, the following:

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i) In the case of termination by Representative, cause shall exist if the Company materially breaches any provision of this Agreement.

ii) In the case of termination by the Company, cause shall exist:

a) If Representative fails to achieve any sales quota(s) assigned by the Company, fails to satisfy any of its other responsibilities provided in Paragraph 2 hereof, breaches Paragraph 7 of this Agreement, or breaches any other provision of this Agreement; or

b) If Representative is unable, by reason of illness or disability of any of its employees, to perform, in part or in full, any of its responsibilities hereunder; or

c) If Representative sells its business or merges its business with another company that stripes him from any decision making, or if there is any change in the management or control of his business.

d) If Representative lacks civility towards any Company executive or employee or customer.

iii) Cause shall exist for termination by either party if the other party assigns or attempts to assign this Agreement, except as permitted hereunder, liquidates or terminates its business, is adjudicated bankrupt, makes an assignment for the benefit of creditors, invokes the provisions of any law for the relief of debtors, or files or has filed against it any similar proceeding.

C. Upon any expiration or termination of this Agreement, Representative shall cease holding itself out in any fashion as a sales representative for the Company, and shall return to the Company, all sales literature, price lists, customer lists and any other documents, materials or tangible items pertaining to the Company's business, including samples purchased or entrusted with to assist with sales, with the exception of any Company Product, which may have been purchased by Representative.

D. This agreement is executed by both the Company and Representative with the knowledge that it may be terminated or not extended. Neither Representative nor the Company shall be liable to the other for compensation, reimbursement for investments or expenses, lost or missed profits, incidental or consequential damages, or damages or any other kind or character, because of any exercise of its right to terminate this agreement as provided hereunder, or because of any election to refrain from extending the duration of this agreement upon the expiration of the initial term or any succeeding term.

14. Applicable Law, Forum Selection and Consent to Jurisdiction.

This agreement shall be governed and construed in all respects in accordance with the laws of the state of Texas. Any litigation instituted by Representative against the Company pertaining to any

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breach or termination of this Agreement, or pertaining in any other manner to this Agreement, must be filed by Representative before a court of competent jurisdiction in Texas and Representative hereby consents irrevocably to the jurisdiction of the Florida courts over its person. Service of process may be made upon Representative as provided by Florida law, or shall be considered effective if sent by Certified or Registered Mail, Return Receipt Requested, Postage Prepaid.

15. Miscellaneous.

A. Representative may not assign, transfer or sell all or any of its rights under this Agreement (or delegate all or any of its obligations hereunder), without the prior written consent of the Company. If a sale or other transfer of Representative's business is contemplated (whether by transfer of stock, assets or otherwise), Representative shall notify the Company in writing no less than Sixty (60) days prior to effecting such transfer, but such notice shall not obligate the Company in any manner. The Company may assign this Agreement only to a parent, subsidiary or affiliated firm or to another entity in connection with the sale or other transfer of all or substantially, all of its business assets. Subject to these restrictions, the provisions of this Agreement shall be binding upon and shall insure to the benefit of the parties, their successors and permitted assigns.

B. The waiver by either party of any of its rights or any breaches of the other party under this Agreement in a particular instance shall not be construed as a waiver of the same or different rights or breaches in subsequent instances. All remedies, rights, undertakings and obligations hereunder shall be cumulative, and none shall operate as a limitation of any other remedy, right, undertaking or obligation hereunder.

C. Representative shall maintain automobile insurance, general liability insurance, and any other insurance required by applicable local laws or regulations in the Territory when traveling by road for business pertaining to the Company.

D. All notices and demands of any kind which either the Company or Representative may be required or desire to serve upon the other under the terms of this Agreement shall be in writing and shall be served by personal delivery or by registered mail, at the addresses set forth in this Agreement or at such other addresses as may be designated hereafter by the parties. If by personal delivery, service shall be deemed complete upon such delivery. If by mail, service shall be deemed complete upon sending a certified mail.

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E. The paragraph headings contained herein are for reference only and shall not be considered substantive provisions of this Agreement. The use of a singular or plural form shall include the other form, and the use of a masculine, feminine or neuter gender shall include the other genders.

F. In the event that any of the provisions of this Agreement or the application of any such provisions to the parties hereto with respect to their obligations hereunder shall be held by a court of competent jurisdiction to be unlawful or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and shall not be invalidated or impaired in any manner.

G. This agreement supersedes any and all other agreements between the parties pertaining in any manner to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said subject matter. Each party to this Agreement acknowledges that no written or oral representations, inducements, promises or agreements have been made which are not embodied herein. It is the intention and desire of the parties that this agreement not be subject to implied covenants of any kind. Except as otherwise provided in this Agreement, this Agreement may not be amended, modified or supplemented, except by a written instrument signed by both parties hereto.

H. This Agreement has been executed in multiple counterparts, each of which shall be deemed enforceable without production of the others.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first hereinabove written.

ACCEPTED AND CONSENTED TO: (handwrite here below)

Co: DENIZEN World LLC

By: Valerie Sarandon

Signature

Signature

Title:

Administrative director

Date:

Date:

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EXHIBIT "A"

FOR INDEPENDENT SALES REPRESENTATIVE AGREEMENT

BETWEEN DENIZEN WORLD LLC AND _____

TERRITORY: Representative's appointment is applicable in the following geographic territory:

TERRITORY	<input checked="" type="checkbox"/>	Signature Rep	Signature DENIZEN World LLC
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This Exhibit is effective as of ___/___/20___. It supersedes any prior Exhibits concerning the subject matter hereof.

[Sales Representative's Full Legal

Name] and

[D.B.A (if different from Legal

Name)]

DENIZEN World LLC

"The Representative"

"The Company"

By:

By: Valerie Sarandon

Signature

Signature

Title:

Title: Administrative director

[Corporate officer (indicate
office), Partner, Owner if any]

Valerie Sarandon

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EXHIBIT "B"

FOR INDEPENDENT SALES REPRESENTATIVE AGREEMENT

BETWEEN DENIZEN WORLD LLC AND _____

COMMISSION SCHEDULE: The commission rate shall be as follows of the net invoice sum received of product list sold.

This Commission Schedule is subject to modification by the Company pursuant to the provisions of Paragraph 5A of the Independent Sales Representative Agreement.

TERRITORY	<input checked="" type="checkbox"/>	COMMISSION SCHEDULE ON NEW ORDERS	COMMISSION SCHEDULE ON RE-ORDERS	COMMISSION SCHEDULE AT TRADESHOWS without DENIZEN	COMMISSION SCHEDULE AT TRADESHOWS with DENIZEN*
Net billed sales (Domestic)**	<input checked="" type="checkbox"/>	15%	10%	15%	10%
Net billed sales (DF + inflight)	<input checked="" type="checkbox"/>	10%	7%	12%	7%

* for trade shows fully financed and managed by or partially contributed by Denizen World in assistance to rep.

** for all retailers requiring keystone markup

This Exhibit is effective as of ___/___/20___, and supersedes any prior Exhibits concerning the subject matter hereof.

On behalf of

DENIZEN World LLC

"The Representative"

"The Company"

By:

Valerie Sarandon

Signature

Signature

Title:

Title: Administrative Director

Stamp if traditionally used in

Territory or country of residence

Last revision 10-14-2019