

EXCLUSIVE SALES LICENCE AGREEMENT

(commented)

BETWEEN

Mr. Aurian d'OULTREMONT, residing at Chemin des Garmilles, 23 1380 Lasne, Belgium registered in the register of commerce of Nivelles, Belgium under n° BE 780 017 877, hereinafter termed "the licensor"

ON THE ONE PART,

AND

The Company < name > (If you are a company, delete the option below) whose registered office is situated at < complete address > represented by Mr. < name >, in his capacity as < quality >, hereinafter termed "the licensee"

Or

Mr. < name > (If you are a merchant, delete the option above), residing at < complete address > registered in the register of commerce of < city, country > under n° < number >, hereinafter termed "the licensee"

ON THE OTHER PART,

THE FOLLOWING HAS BEEN AGREED:

1 Introduction

1.1 Licence

The licensor grants to the licensee, for a duration of one year, renewable subject to conditions, the right to sell, exclusively, on the territory demarcated as follows:

- (to be determined) (see "Countries" to know if the whole country can be requested. If not, ask by Email what are the possibilities. A partial exclusivity can be granted first (province, big town, etc.) and be extended later in terms of selling levels.)
- the following products: a refreshing spray called "Pssshiiit" mounted on a flexible plastic bag, and its accessories (such as additive, display, etc).

1.2 Definition of the term territory

A territory described in this agreement is an administrative subdivision that may cover an entire country, a region, a province, a municipality, a city, etc.

1.3 Date of effect and conditions

This agreement shall come into effect on < date > . Without prejudice to serious misconduct or a violation of a contractual obligation on the part of one of the parties, and in the absence of notice given to the licensor by registered mail three months before the expiry date, this agreement shall be tacitly renewed for a duration of one year subject to observance of the following conditions:

- Obligation of the licensee to sell an annual quantity of < number > products corresponding to a percentage to be determined jointly, in relation to the market and in relation to the

number of tourists who visit the territory each year. The calculation base shall be determined by the figures presented by the World Tourism Organization. The first year shall not count for this calculation. (see "Countries". On this page, the number of tourists visiting is already divided by 100. It corresponds to 1%. this percentage is reasonable for an exclusivity warranting you that you are the only one allowed to sell this product on the territory claimed. Don't forget the product is patent pending and ,if granted, nobody else can manufacture it without our permission.

We offer you this exclusivity with a view to guarantee that we will not sell this product to another one than you. The advantage is mainly to you because it is much more interesting for us to sell to anybody. Why do we do then?

1. Finding dealers is our main preoccupation. To tranquillize a future dealer who hesitates, allows to conduct quicker to a commercial relation.

2. That way, we thank you to have believed in our product and to have been the first to dare to invest before "it works".

This obligation is necessary because an exclusivity without conditions would forbidden us to sell to another in case of serious negligence of the previous dealer. On the other hand, this obligation will be first seriously softened, despite the fact that it's written in the agreement, because it is a new product and we don't have yet comparison elements between the different countries.

This obligation concern only a whole country claimed. It is very difficult to determine a minimum for a littler part of a country . It will depend on the case.

· Obligation of the licensee to respect the recommended minimum percentage profit margins for his sellers.

(See 3.5 Price). We want to avoid that the dealer exploit an easy manpower by taking a maximum profit margin and giving a minimum to his end sellers. The dealer has got less margin because his profits are multiplied by the number of end sellers, while the end seller count only of his own sellings. The price of 6€ or 8 US\$ is recommended and will be applied worldwide, but you have the right to adapt at your own risk in relation to the market of your country.

· The licensee may not sell any competing product without losing his exclusivity.

1.4 Transferability

This agreement is transferable subject to the express consent of the licensor further to the request of the licensee by registered letter. A sublicense agreement may be created with the express approval of the sublicensee by the licensor.

This clause is specially made for expatriates who have to change countries. They can give up their business to whoever they want without any problem. But, please, inform us of the change.

2 The licensor

2.1 Territorial limitation

The licensor may not directly or indirectly sell the products defined in article 1.1 to anyone other than the licensee on the territory demarcated in article 1.1.

2.2 Product quality

The licensor undertakes to guarantee the quality of the products given in article 1.1.

He undertakes to replace defective articles with new ones, included free of charge in the next order provided that the defective articles have been returned to the charge of the licensee for inspection.

The best way is to deduct the defective articles on the price of the next order. For instance, if you order 1000 articles and you have 20 defective articles, you'll only pay for 980.

2.3 Delivery

The licensor shall ensure that the agreed product quantities and delivery dates are respected, except in the event of force majeure. The goods shall be supplied at **COST INSURANCE FREIGHT (CIF)**, with the risks being to the charge of the licensor until reception of the order.

2.4 Responsibility

The licensor shall only be responsible towards the licensee for the product if the licensee demonstrates that it is the fault of the licensor. The licensor undertakes to indicate the basic composition (exclusively water) on the product. The licensee shall be responsible for the mixing done exclusively by him. The licensor shall be only responsible for the additive if this additive (in the required proportions) causes damage.

Later we'll sell an additive added in the water as complement. It will perfume water, arise the refreshing effect, protect and soften the skin from sunburn and secondarily a short effect mosquitoes and insects repellent.

2.5 Ownership

All advertising media, designs, displays, trademarks, patents, copyright, equipment, technical and financial information, used by the licensee, other than those that are in the public domain, shall be the property of the licensor and may not be reproduced or copied without his authorization.

3 The licensee

3.1 Qualities

The licensee shall buy and sell in his own name and on his own behalf. He shall act in the capacity of a self-employed trader, both towards the licensor and the customer. The licensee undertakes to look after the interests of the licensor with the due diligence of a good trader. In particular, he shall report any necessary or useful information to

the licensor relating to the market conditions in the licensed territory.

3.2 Non-competition clause

The licensee undertakes not to sell, directly or indirectly, on the licensed territory demarcated in article 1.1, products that compete with those defined in the same article for the entire duration of the agreement, upon penalty of immediate loss of exclusivity.

In addition, the licensee undertakes not to sell, directly or indirectly, on the licensed territory demarcated in article 1, products that compete with those defined in the same article for a period of two years after the end of the agreement, except with the express consent to the contrary of the licensor. Any exception to this rule shall be subject to the written authorization of the licensor.

3.3 Territorial limits for sales

The licensee may not sell the products defined in article 1.1 to customers whose registered office or residence is outside the licensed territory demarcated in article 1.1, except in single units. This condition does not apply to end customers.

The licensee shall pass on to the licensor any request relating to a bulk sale or order from persons whose registered office or residence is outside the licensed territory

We could have juridical problems due to legislation differences between countries.

That said, as long as the neighbouring country is exclusivity free, we don't see the disadvantage you to sell there. You just have to warn us in order to assure there is no exclusivity on this country.

The licensee may look for, train, and supply merchandise to street traders, demonstrators and market traders.

In addition, sales through established shops shall be done with the express consent of the licensor.

We don't want to sell in shops for 2 reasons:

1. The social goal: help people who don't have qualifications to find a job. Moreover "spontaneous purchase" by demonstration is the best way to sell this product.

2. If this product is sold in shops, it'll be lost between other goods. Moreover, if you sell by the 2 ways, your end sellers will sell less. It's contrary to the social goal.

3.4 Payment

The licensee is bound to pay for the goods supplied in advance by SWIFT transfer to account n°

IBAN (International Banking Account)BE04 3100 6358 7731

BIC (Bank Identifier Code or SWIFT address): BBRUBEBB

Branch: ING Drève Richelle,5

1410 Waterloo

Belgium

3.5 Price

The purchase price of the products is set at ... €/€ (see actual price in the site) per box of sachets, and shall be payable in advance before delivery within 15 days of the order.

The licensee is free to set the sales price for the product.

The end seller of the licensee shall be free to set the retail price of the product, but with a minimum profit margin of 35% on the sales price set by the licensor to the licensee.

The final recommended retail price shall be 6 euros or 8 US dollars, including all taxes, insofar this does not lead to sales at a loss.

3.6 Stock management

The licensee undertakes to maintain, to his charge, a minimum stock of ... units of the products given in article 1.1, thereby reasonably safeguarding himself against a possible stock shortage.

Under no circumstances is the licensor bound to take back the stock of unsold goods at the end of the agreement. Orders not executed on the date of termination shall be considered as sold if the products have left the territory of the licensor.

3.7 Confidentiality

The licensee undertakes not to divulge, even after the end of the agreement, the business or company secrets that come to his knowledge as a result of his activity with the licensor.

4 Final clauses

4.1 Obligations

In the event of serious misconduct or non-observance by one party of the obligations he has expressly entered into under this agreement, the other party shall be entitled to terminate it without notice or indemnity, and to claim compensation for his damage.

4.2 Invalidity of a clause

The invalidity of a clause of the agreement shall not give rise to the invalidity of the entire agreement.

4.3 Applicable law

The Commercial Court of Nivelles, Belgium, shall have sole jurisdiction in the event of disputes arising from this agreement.

Drawn up in duplicate,

In,

Date

Signature of the Licensor, Signature of the Licensee,