

FLAVON

INDEPENDENT AGENCY AGREEMENT

BY AND BETWEEN:

Flavon International Ltd, a company organized under the Laws of the United Kingdom with registered seat under 305 Neasden Lane, London, NW10 1QR, United Kingdom (*hereinafter referred to as the "Principal"*)

AND

_____, a self-employed entrepreneur under Swiss Law with registered seat under _____ Switzerland
(*hereinafter referred to as the "Agent"*)

(the Principal and the Agent hereinafter jointly referred to as the "Parties", either of them separately referred to as the "Party")

on the date of _____

RECITALS

WHEREAS the Principal, as the exclusive international marketer of special nutrition products under the Flavon brand (*hereinafter referred to as the "Products"*), seeks to benefit from Agent's expertise, knowledge and network in Switzerland by engaging the Agent for the provision of marketing and sales agency services (*hereinafter referred to as the "Services"*) on an independent basis;

AND WHEREAS the Agent wishes to provide services to the Principal in accordance with the terms and conditions herein contained;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

AGREEMENT

The Principal hereby agrees to engage the Agent to provide Services to the Principal on an independent basis and the Sales Agent hereby agrees to provide the Services to the Principal upon and subject to the terms and conditions set forth hereinafter.

2. Under this Independent Agency Agreement, Agent shall act and perform Services to the Principal as an independent agent with the purpose of introducing and generating potential customers and generating sales volume of the Products in Switzerland.
3. This Agreement is an agency contract according to the Articles 418a-v of the Swiss Code of Obligations. Nothing in this Agreement shall be construed as creating or having an employment, joint venture, partnership or similar relationship between the Parties.

Services of the Agent

4. The Parties agree that the Services shall consist of the performance of the following activities:
 - a. introduction and promotion of the Products to potential customers within the Agent's network;
 - b. information of potential customers about the Products;
 - c. introduction and generation of potential customers to the multi-level sales and marketing system of the Principal;
 - b. solicitation of orders from customers generated by the Agent through the online sales system of the Principal only.

Commissions

5. For the provision of the Services, the Agent shall be entitled to receive a solely performance-based remuneration from the Principal in the form of commissions after the effectively paid sales turnover with customers introduced and/or generated by the Agent, under the following terms:
 - a. customers directly introduced by the Agent to the Principal shall be considered as first level customers;

- b. customers introduced by (1) first level customers or (2) customers on any consecutive level shall be considered as customers generated by the Agent on (1) the second level or (2) on the next level above the level of the introducing customer (*hereinafter jointly referred to as the "Commission Levels"*);
- c. the amount of the Agent's commission shall generally be (1) EUR 5 after the first carton and (2) EUR 3,33 after all subsequent cartons of the Products sold to any customer falling into the actual Commission Levels of the Agent, in any given calendar month;
- d. the commission amounts under the above Section 5 e. shall be EUR 20 instead of EUR 5 and EUR 13,33 instead of EUR 3,33 in case of new customers (1) who joined the sales system of the Principal within the previous two months AND (2) who are on the first three Commission Levels of the Agent.
- e. Agent will also be entitled to a commission of EUR 20 after the second carton and all subsequent cartons of the Products purchased by the Agent on his/her own behalf for promotion purposes in any given calendar month;
- f. the Parties agree that the amount of the above commissions will be reduced by 20% until the Agent has provided the Principal with the confirmation of his/her social security status according to Section 15 of this Agreement.
- g. Principal may offer further incentives to the Agent in accordance with the general terms and conditions of the Principal.
6. All commissions are net amounts plus VAT, if applicable.
7. All commissions shall be paid by the Principal to the Agent against invoice issued by the Agent within 15 days.

Rights and Obligations of the Agent

8. The Parties acknowledge that, under this Agreement, Agent performs the Services as an independent contractor. As such, Agent shall have full control over the organisation of his/her activities, including working methods and hours, employment of own employees, etc.
9. Whilst providing the Services, the Agent must in all cases act in the interests of the Principal and safeguard the Principal's interests with due care.

10. As an independent contractor, the Agent undertakes to issue invoices for the provision of Services to the Principal in his/her own name. The invoices of the Agent must comply with all relevant Swiss regulations, including the Federal Act on Value Added Tax.
11. Agent further undertakes to fulfil all Swiss regulations regarding the registration with and income declaration to the relevant tax and social security authorities as self employed, and pay the applicable taxes and social security contributions on his/her own behalf as required by Swiss Law.
12. Whilst providing the Services, the Agent shall explicitly bear his/her own financial risk and obligations, including the exclusive use of own equipment and work premises, and the full payment of his/her own expenses related to the provision of the Services.
13. The Parties acknowledge that Agent, as an independent contractor, performs or shall perform services and/or carry out independent agency activities to multiple clients. Nevertheless, Agent undertakes not to provide similar services to clients regarding the sales and marketing of products, which are competing with the Flavon brand. In case of doubt, Agent undertakes to inform the Principal about any such activities and the Parties shall jointly determine if the products covered by such activities are considered to be competitive to Flavon or not.
14. Agent hereby declares that, on the date this Agreement is signed, he/she is a resident of Switzerland lawfully registered at the local resident's registration office and has been registered with the relevant Swiss social security and tax authorities as self employed.
15. Agent hereby undertakes to provide the Principal with a copy of the confirmation issued by the relevant Swiss social security authorities about the status of the Agent as self employed for the current calendar year within 90 days after signing this Agreement.
16. Agent hereby undertakes to annually provide the Principal with a copy of the confirmation issued by the relevant Swiss social security authorities about the status of the Agent as self employed for all successive calendar years by the 31st of March of the respective year.
17. Agent undertakes to immediately inform the Principal about any changes of his/her residential status in Switzerland or his/her status as a self employed recognized by the competent Swiss social security authorities.
18. Agent acknowledges that, on behalf of the Principal, he/she is not entitled to enter into agreements with third parties or sign any documents. Customers introduced and/or generated by the Agent shall be in direct contractual relationship with the Principal.
19. Agent further acknowledges that the Principal is the sole owner of any and all intellectual property rights attached to and represented by the Products and the Flavon brand, as well as the business and the know-how of the Principal.
20. As an independent contractor, Agent hereby agrees to indemnify and save harmless the Principal from and against any loss, cost or other liability whatsoever arising from or out of or in any way related to the provision of Services by the Agent to Principal or out of any reckless conduct or dishonesty of the Sales Agent in respect of the Services or undertakings of the Agent in this Agreement.

Rights and Obligations of the Principal

21. Since this Agreement is being concluded on a non-exclusive basis, the Principal may at any time engage other agents within the territory of Switzerland with similar sales and marketing services and activities.
22. The Principal agrees to maintain an attractive assortment of the Products available to potential customers in Switzerland and to provide all necessary information about the Products to the Agent as well as to provide a general support to the Agent for the performance of the Services.

23. In order to measure the performance of the Agent, the Principal hereby undertakes to keep records of customers introduced and/or generated by the Agent to the Principal and that of the sales turnover of customers introduced and/or generated by the Agent for the Principal.

24. Parallel with this, Principal also undertakes to calculate the amount of the Agent's commission based on the sales turnover of customers generated and/or introduced by the Agent on a monthly basis, and to pay the commission amounts to the Agent against invoice.

Miscellaneous

25. This Agreement shall be effective from the above written day of signature and shall replace and supersede any previous oral or written agreements by and between the Parties.
26. Either Party to this Agreement may terminate this Agreement (1) during the first year of the Agreement by giving one month's written notice to the other Party expiring at the end of the following calendar month and (2) after the first year of this Agreement giving two months' written notice to the other Party expiring at the end of the second consecutive calendar month.
27. Either Party shall have the right to immediately terminate this Agreement with immediate effect by written notice to the other party if (1) the other Party files a petition in bankruptcy, or enters into an agreement with its creditors; or (2) if the other Party materially breaches any of the provisions of this Agreement.
28. This Agreement shall immediately end in case of the death, incapacity or bankruptcy of the Agent or the bankruptcy of the Principal.
29. Under this Agreement, the Agent is only entitled to commissions on orders by customers introduced and/or generated by the Agent if such orders were placed during the term and explicitly before the end of this Agreement.
30. Both Parties agree to keep all business and financial information about the other Party and the business of the other Party, including but not limited to sales figures and other information strictly confidential and, as such, they shall not be disclosed by either Party in any manner or form, directly or indirectly, to any person or entity under any circumstances, unless required by law. These confidentiality provisions shall survive the termination of this Agreement for a period of three (3) years.
31. This Agreement has been concluded for the territory of Switzerland only.
32. Any notice or other communication given to a Party under, or in connection with this Agreement shall be in writing, addressed to that Party at its registered address shall be sent by prepaid first class post.
33. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.
34. This Agreement contains the entire understanding and agreement between the Parties, and may not be amended or modified except by the execution of a written amending agreement by each of the Parties hereto.
35. This Agreement shall be governed by and has been construed in accordance with Swiss Law. The Parties hereby submit to the exclusive jurisdiction of the ordinary courts of the Canton of Schwyz, Switzerland.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first above written.

[for the Agent]

[for the Principal]