

INDEPENDENT REPRESENTATIVE AGREEMENT

This Agreement (“Agreement”) is made and effective on [REDACTED], by and between Ben Franklin, Inc having its principal place of business in numerous locations throughout the World and hereinafter referred to as “Manufacture”, and [REDACTED], having its principal place of business at [REDACTED] hereinafter referred to as “Independent Representative”.

In consideration of the mutual promises contained herein, the parties agree as follows:

1. Definitions.

As used herein, the following terms shall have the meanings set forth below:

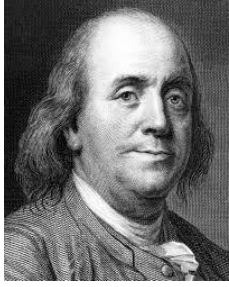
- A. “Products” shall mean the following “Manufacture” products to be represented by Independent Representative with an agreement regarding Ben Franklin, Inc and all sub name categories associated with Ben Franklin, Inc.
- B. “Territory” shall mean the following described geographic area: (United States and Caribbean Islands) United States and all points International.

2. Appointment.

“Manufacture” hereby appoints Independent Representative for Products in the Territory, and [REDACTED] hereby accepts such appointment. Independent’s Representatives sole authority shall be to solicit orders for the Products in the Territory in accordance with the terms of this Agreement.

3. General Duties.

Independent Representative shall use its best efforts to promote the Products and maximize the sale of the Products in the Territory. Independent Representative shall also provide reasonable “after sale” support to “Manufacturer” and generally perform such sales related activities as are reasonable to promote the Products. Independent Representative will devote adequate time and efforts to perform



its obligation. After 90 days of service the Independent Representative will be determined by Ben Franklin, Inc if moving forward is suitable for both parties. Dates to be concurrent with signing of this contract.

4. Reserved Rights.

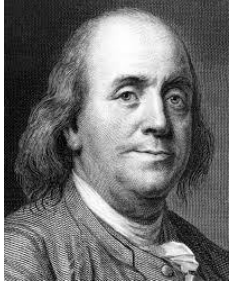
Independent Representative's task is to solicit orders from all potential customers in the Territory including Brokers, Banks, Jewelry Dealers, Buying Groups, Individual(s) and approved channels agreed otherwise else in this agreement.

5. Independent Contractor.

Independent Representative is an independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) Independent Representative is not an employee of "Manufacture" and is not entitled to any employee benefits. (iii) Independent Representative shall be responsible for paying all income taxes and other taxes charged to Independent Representative on amounts earned hereunder. All financial and other obligations associated with Independent Representative's business are the sole responsibility of Independent Representative.

6. Indemnification by "Manufacture".

"Manufacture" shall be indemnified and held harmless from and against any and all claims, damages, or lawsuits (including reasonable attorneys' fees) arising out of appointment with Ben Franklin, Inc or the negligence or malfeasant acts of the "Manufacture" and its employees or agents from all lawsuits that may arise for any reason.



7. Compensation Types.

Dual Compensation.

1) Independent Representative's compensation under the terms of this Agreement

shall be a commission computed as follows: ■ on initial net sales invoiced and paid 10 days after "Manufacture" customers have paid and "Manufacture" has agreed in writing to the payment(s).

2) Final compensation shall be ■ with the same customer for the life of this agreement unless terminated by Ben Franklin, Inc. Start date for this compensation is 1st completed sale.

8. Basis of % Compensation.

The ■ Compensation shall apply to all orders generated by Independent Representative in the United States and abroad that have been produced by "Manufacture" The % of compensation shall be computed on the net amount paid by customer for the product only.

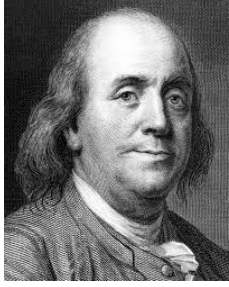
9. Time of % Payment

The ■ commission on a given order shall be due and payable 10 days after invoice is paid.

Independent Representative shall have the right to inspect at reasonable times and must be relevant.

10. Sale of the Products.

Prices and Terms of Sale. "Manufacture" shall provide Independent Representative with copies of its current price lists, delivery schedules, and standard terms and conditions of sale, as established from time to time. Independent Representative shall quote to customers only those authorized prices, delivery schedules, and terms and conditions. Each order shall be controlled by the prices, delivery schedules, and terms and conditions in effect at the time the order is accepted, and all quotations by Independent Representative shall contain a statement to that effect.



11. Quotations.

Upon request, Independent Representative shall promptly furnish to “Manufacture” copies of all quotations submitted to customers. Each quotation shall accurately reflect the terms of this Agreement.

12. Orders.

All orders for the Products shall be in writing and the originals shall be submitted to “Manufacture”.

13. Acceptance.

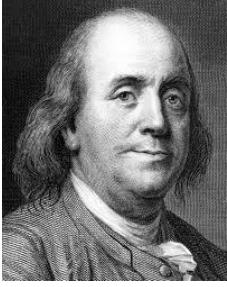
All orders obtained by Independent Representative shall be subject to final acceptance by “Manufacture” at its principal office and all quotations shall contain a statement to that effect. Independent Representative shall have no authority to make any acceptance or delivery commitments to customers. “Manufacture” specifically reserves the right to reject any order or any part thereof for any reason.

14. Credit Approval.

“Manufacture” shall have the sole right of credit approval or credit refusal for end user customers in all cases, with or without cause. Most all orders are paid 100% up-front prior to final delivery.

15. Collection.

Full responsibility for collection from customers rests with “Manufacture”, provided that Independent Representative provides assistance, when necessary, in such collection efforts. Most orders are 100% paid upfront with limited exceptions made by the “Manufacturer”



16. Term and Termination.

A. Term. This Agreement shall commence on [REDACTED] and continue for 90 days thereafter. This Agreement shall continue thereafter or until terminated by "Manufacturer" If not terminated after the first 90 days this Agreement shall continue until one party or the other terminates the Agreement.

B. Termination. Within the termination of this Agreement, Independent Representative shall return any / all such promotional items to "Manufacture" company. Effective upon the termination of this Agreement, Independent Representative shall cease to promote the "Manufacture".

17. Limitation of Liability.

Except for compensation owed to the Independent Representative by "Manufacture", upon termination by either party in accordance with any of the provisions of this Agreement. "Manufactures" sole liability under the terms of this Agreement shall be to pay Independent Representative for all unpaid compensation owed.

18. Notices.

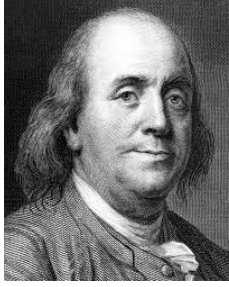
Any notices required or permitted by this Agreement shall be deemed given if sent by certified mail, postage prepaid, return receipt requested or by recognized an over-night delivery service such as FedEx:

If to Independent Representative: [REDACTED] United States.

If to "Manufacture": Ben Franklin, Inc P.O. Box 208 Naples Florida 34106.

19. No Waiver.

The waiver or failure of "Manufacture" to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.



20. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

21. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of Florida and Collier County any dispute under this Agreement must be brought in this venue and no other.

22. Headings in this Agreement.

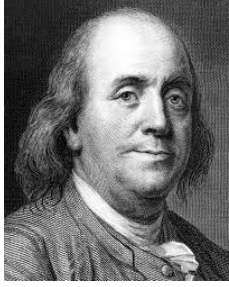
The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, or do not alter any terms of this Agreement.

23. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

24. Products.

“Manufacture” reserves the right to market certain product categories with Independent Representative with Manufactures approval. Categories depending on market conditions and geographical territories.



25. Samples.

“Independent Rep” will solely be responsible for the marketing / promotional expenditure of samples.

In Witness whereof, the parties have executed this Agreement as of the date first written BELOW.

_____/_____
[Redacted] [Redacted]

_____/_____
“Manufacture” Ben Franklin, Inc
Benfranklininc@gmail.com

[Redacted]

Confidential Internal Document

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination, or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited.