

# EXCLUSIVE SALES AGENT AGREEMENT

BETWEEN

Nofred ApS  
Company reg. no.: 35533257  
Rosenvængets Allé 7B, 2nd  
2100 Copenhagen  
Denmark  
(in the following referred to as "Nofred")

AND

Suite22  
Company reg. no.: FR24849038773  
38 Rue de candau  
30133 LES ANGLÉS  
France  
(in the following referred to as the  
"Agent")

WHEREAS NOFRED is a company that designs and markets furniture and interior design objects and accessories for children, and which has built up a selection of products under a number of trademarks related with a reputation and goodwill, including the trademark NOFRED.

WHEREAS all trademark rights in and to the trademark NOFRED in France belongs to NOFRED.

WHEREAS the Agent has been duly authorized to act as sales agent for Nofred products in France, said right granted pursuant to an agreement entered into on June 12<sup>th</sup> 2023 between Suite22 and NOFRED.

NOW, THEREFORE, the parties have agreed as follows:



## **1 Appointment**

- 1.1 NOFRED hereby grants to the Agent the exclusive right on a wholesale basis to solicit sales and to take orders for the sale in the Territory France district (Monaco 71,01,69,42,74,73,38,63,12,48,43,07,26,81,11,66,34,30,13,84,83,04,05,06,2a,2b) of the products specified below in clause 2 and manufactured by NOFRED, and NOFRED agrees not to sell the products to third parties in the Territory other than through sales solicited by the Agent in the Territory.
- 1.2 The Agent is not allowed to sell any of the Products through third party marketplaces (such as Amazon etc.).
- 1.3 The Agent shall not be entitled to commission for any sale in the Territory if the sale is arranged by a party/third party outside of the Territory.
- 1.4 The Agents exclusivity does not include any sale via Nofreds websites to consumers within the Territory.
- 1.5 The Agent undertakes not to solicit sale of the products under this agreement outside the Territory. If a customer from outside the Territory addresses the Agent in order to place an order, the Agent shall refer the customer to NOFRED.
- 1.6 In case a customer has sales outlets in more countries, this customer will unless otherwise agreed only be serviced by the Agent, if the customer's head office is located in the Territory.
- 1.7 The Agent shall be entitled to describe itself as NOFRED's "Authorized Agent" for the products but shall not hold itself out as being entitled to bind NOFRED in any way.
- 1.8 Except for the sales mentioned in clause 1.6, the Agent will receive commission on all sales made by NOFRED to customers in the Territory.
- 1.9 The Agent undertakes not to sell any of the Products to consumers. For the avoidance of doubt, the Agent is not granted exclusivity to the consumer level of trade, and the Agent will not receive commission on sales to consumers made from outside the Territory (including, but not limited to, sales made to consumers via [www.nofred.com](http://www.nofred.com)).
- 1.10 The Agent warrants that it will not infringe any non-competition clauses by taking on the agency under this agreement.



## **2 Products**

- 2.1 This agreement comprises furniture and interior design objects and accessories manufactured by NOFRED (in the following referred to as the "Products").
- 2.2 Provided that Nofred accessories produced by third parties under license are made available for sale from time to time, and subject to approval of delivery from relevant license holders, the rights granted under this agreement also comprise such products. To the extent accessories are included in this agreement, these are comprised by the Products definition above. The right to solicit sales for accessories produced under license is non-exclusive.

## **3 Term of Agreement**

- 3.1 This agreement shall come into force as from 12/6 2023 and shall remain in force until terminated by either party upon giving three (3) months' prior notice in writing. During the notice period, no exclusivity shall apply.

## **4 Trademarks and Copyright**

- 4.1 The Agent acknowledges that the trademarks/brands specified above in clause 2.1 (the "Trademarks") are the property of NOFRED. The Agent further acknowledges that NOFRED has copyright in any and all styles, patterns, prints and marketing material such as catalogues, videos, etc. and in shop systems developed by NOFRED.
- 4.2 When marketing the Products, the Agent shall apply the Trademarks in strict conformity with any guidelines issued by NOFRED from time to time. The Agent undertakes not to use any other trademarks than the Trademarks when marketing the Products.
- 4.3 The Agent undertakes not to (directly nor indirectly) register or attempt to register the Trademarks, or any other intellectual property right, including but not limited to trademarks, trade names, domain names, logos or marks easily mistaken for the Trademarks.
- 4.4 The Agent undertakes not to use any of the styles, patterns, prints or the like supplied by NOFRED for any purpose which does not relate to the agency granted by the present agreement.

4.5 The Agent shall report to NOFRED immediately of any infringement incurred in the Territory of NOFRED's Trademark, styles, patterns, prints, marketing material, shop systems, etc. of which the Agent has become aware.

## **5 Sales Channels**

5.1 The Agent is entitled and obliged to take orders for the Products on a wholesale basis from independent retailers. All orders from new customers must be approved for credit in advance by NOFRED before order confirmation can be issued. The Agent shall assist in obtaining information required by NOFRED.

## **6 Business Plan**

6.1 The parties will arrange business plan meetings at least twice a year covering six (6) months' periods Jan/June – July/Dec. At such meetings the parties shall agree on the following subjects:

- Last half year performance
- Sales budget by customer
- Marketing activities and budgets
- Sales activities

6.2 In the event that the parties cannot agree on a sales budget, the budget shall be set as the previous year's sales in the period plus 25%.

## **7 Sales Targets**

7.1 It is the Agent's objective to reach annual growth rates as reflected in the mutually agreed business plans for each six (6) months' period.

7.2 Should the realized sales in each of two (2) consecutive business plan periods (trailing 12 months) be more than 20% below the agreed upon sales target, NOFRED shall be entitled to terminate the agreement immediately after thirty (30) days' notice.

7.3 Sales targets 2023: 10.000€

7.4 Sales targets 2024: 25.000€

7.5 Sales targets 2025: 75.000€

## **8 Sample Collections**

8.1 NOFRED shall provide the Agent with one set of the current NOOS (“Never Out Of Stock”) products at the time this contract is signed. To be used by the Agent for sales and PR purposes. For future samples, they will be provided by NOFRED free of charge to the Agent unless otherwise agreed.

## **9 Orders**

9.1 The Agent shall be obliged to actively market and take orders for each product or collection introduced by NOFRED including items introduced during each season.

9.2 The Agent shall manage the order taking and reporting to NOFRED by means of NOFRED’ B2B software, Traede.

## **10 Terms of Orders**

10.1 All orders obtained by the Agent shall only be at the prices and upon such terms and conditions as may from time to time be fixed by NOFRED. Such orders shall be entered promptly into NOFRED’s B2B ordering system, and are expressly conditional upon acceptance by NOFRED, whether or not they are in conformity with the prices and other terms and conditions set by NOFRED.

10.2 No order shall be binding upon NOFRED until accepted by it and NOFRED shall have the final and exclusive authority to issue order confirmations, to grant credit and to determine all and any conditions of sale. NOFRED shall be entitled, at its sole discretion, to refuse any order or any portion thereof, or to not execute any accepted orders in case of lack of credit worthiness of the customer or lack of stock.

10.3 Any discount of any kind shall be approved by NOFRED in advance and in writing.

## **11 Price, Terms of Delivery**

11.1 NOFRED will provide the Agent with price lists of the Products.



- 11.2 If not otherwise agreed upon in writing, all deliveries will be made subject to NOFRED' standard terms of sale and delivery. All orders will be shipped directly to the customers and will be delivered EX WORKS NOFRED's warehouse facilities.

## **12 Marketing**

- 12.1 If requested by NOFRED, the Agent shall actively market the Products and shall be solely responsible for all marketing activities in the Territory in accordance with the strategies, business plans and budgets mutually agreed upon with NOFRED. NOFRED shall approve all marketing expenses in writing before initiated by the Agent. NOFRED shall pay for such advertising and promotion expenses documented by the Agent if in accordance with NOFRED' approval regarding such activities.
- 12.2 NOFRED will free of charge provide adequate quantities of selling in marketing material as agreed by the parties. The Agent shall be obliged to use this selling in material.
- 12.3 The Agent shall be entitled to use no other marketing material than the material developed by NOFRED. In case it is necessary to adjust this material to the local market such adjustments must be submitted to NOFRED for approval.

## **13 Collection Presentations**

- 13.1 The Agent's sales management shall be obliged to attend collection presentations and similar meetings in Denmark at the request of NOFRED.

## **14 Market Reports**

- 14.1 The Agent shall give NOFRED access to customer data such as location, turnover, growth rates, type of business, name of competitors etc.
- 14.2 The Agent shall provide NOFRED with current market reports. The information required will be agreed upon from time to time with NOFRED' sales department.
- 14.3 NOFRED shall be entitled upon reasonable prior notice to attend visits to independent customers.



## **15 Proper Presentation of Merchandise – Showrooms**

- 15.1 The Agent shall ensure a proper and adequate exposure and presentation of the merchandise so as to underline the exclusivity of the merchandise.

## **16 Competitive Products**

- 16.1 The Agent must notify NOFRED if the Agent wants to sell products, which can be deemed to compete with the Products.

## **17 Minimum Orders**

- 17.1 For orders the following minimum values will apply per customer:
- First order: 700 EUR
  - All other orders: 350 EUR
- 17.2 Orders below the above minimum levels shall require NOFRED' explicit prior approval.

## **18 Market Visits**

- 18.1 NOFRED shall have the right upon reasonable notice to the Agent to carry out visits to the market and the showrooms to observe the sales activities of the Agent.

## **19 Customer claims**

- 19.1 The Agent shall not be authorized to handle customer claims on behalf of NOFRED. Any claim shall immediately be submitted by the Agent to NOFRED together with the Agent's opinion on the claim.
- 19.2 The Agent will act in accordance with claims guidelines issued by NOFRED.

## **20 Commission of the Agent**

- 20.1 The Agent will be paid the following commissions on deliveries to customers in the Territory:

- Wholesale accounts (excluding special accounts): 15 % of Net Invoiced Sales
- Any commission in respect of customers with special terms and conditions shall be negotiated separately between the Parties.

20.2 In connection with special discount campaigns such as, but limited to, Black Friday, it is agreed that Agent will receive full commission of 15% on discount up to 10% of Net invoiced sales, after approval from Nofred. Discounts above 10% on special discounts campaigns will be limited to 5% commission of Net Invoiced Sales after approval from Nofred.

20.3 Commission will be earned on net invoiced sales from the date of entering this Agreement.

20.4 NOFRED will on a monthly basis provide the Agent with a status of commissions earned and commissions due.

20.5 Payment terms for the commission invoices are 30 days net, and the Agent will make sure to present NOFRED with invoices no later than 30 days before the actual payment date.

20.6 Once every three months (April, July, October and January) NOFRED will prepare a status of unpaid invoices to the customers. The Agent shall not be entitled to commission on unpaid invoices.

## **21 Secrecy**

21.1 Both parties shall be under an obligation not to disclose any information of a confidential nature concerning the Products and the business. This obligation shall continue also after expiry of the agency.

## **22 Force Majeure**

22.1 NOFRED shall not be liable for any delays in delivery or failure to deliver the Products in case this is caused by labour troubles, strikes, lock-outs, war, riots, fire, flood, storm, accidents, shortage of materials, break-downs in factories or acts, rules, regulations, orders or directives by any governmental body or any acts of God beyond NOFRED' control. The same shall apply to the obligations of the Agent.



## **23 Assignment**

- 23.1 The Agent shall have no right to assign or transfer this agreement in whole or in part. Assignment of shares of the Agent (if the Agent is a legal entity), in whole or in part, shall be considered as assignment. Any change in the true control of the Agent, including any change in the beneficial ownership of the issued share capital of the Agent shall also be considered as assignment.
- 23.2 NOFRED has the right to fully or partially to assign rights and obligations according to this agreement.

## **24 Expiry**

- 24.1 Upon expiry of this agreement
- A Neither party shall be under any obligation to pay any damages (apart from what is stated below under e.) - unless termination of the agreement is caused by breach of contract by the other party (see below clause 25);
  - B The Agent shall cease to use the names and trademarks belonging to NOFRED;
  - C The Agent shall return any material, which is of a confidential nature;
  - D The Agent shall return any material belonging to NOFRED at the Agent's own cost;
  - E Customer information gathered by the Agent during the term of this agreement shall be the property of NOFRED.
- 24.2 The Agent has no right of retention of any property, whether intellectual or material, belonging to NOFRED.

## **25 Breach of Contract**

- 25.1 A party in breach of contract is liable for damages in accordance with Danish Law.
- 25.2 Should either party commit a breach of contract the other party shall be entitled to terminate the agreement. The infringed party can terminate the agreement immediately after thirty (30) days' notice, if the infringing party has not cured such breach of contract within thirty (30) days.



25.3 Should either party commit a fundamental breach of contract the infringed party shall be entitled to terminate the agreement immediately.

25.4 Without limitations the following events shall be deemed to constitute a fundamental breach of contract on the part of the Agent:

- Suspension of payments, negotiations concerning compulsory composition, compromise or any other general settlement with creditors or bankruptcy;
- Failure to submit information obligatory under the present agreement;
- Material breach by the Agent or its' affiliates of any other agreement entered with NOFRED;
- Violation of the territorial limit prescribed in this agreement, cf. clause 1;
- Violation of NOFRED' trademark rights, cf. clause 4;
- Failure to meet of the minimum requirements of the agreed upon sales targets in accordance with clause 7
- Acceptance of orders not approved by NOFRED in advance, cf. clause 10;
- Marketing activities not complying with strategies and business plans accepted by NOFRED, cf. clause 12;
- Use of marketing material not developed by NOFRED, cf. clause 12;
- Disclosure of any confidential information concerning the Products or NOFRED' business, cf. clause 21;
- Assignment or transfer of this agreement, cf. clause 23; and
- Assignment of shares in the Agent (including assignment of shares in holding companies), cf. clause 23.

## 26 **Governing Law**

26.1 This agreement shall be governed by Danish law and any dispute, controversy or claim rising out of or related to this agreement shall be settled exclusively by the courts of Denmark, the Maritime and Commercial Court in Copenhagen being the agreed first instance venue. In case the Danish procedural rules prevent that the dispute may be

brought before the Maritime and Commercial Court, the dispute shall be brought instead before Copenhagen City Court as the first instance venue.

---oo0oo---

*(Signature follows below)*

Date: 28/8 2023

For Nofred ApS:

---

Name: Signe Holst

Title: Owner

Date: 28/08/2023

For Suite22



---

Name: Maud Pacquier

Title: Owner