# COMMISSION AGREERMENT

THIS COMIMISSION AGREEMENT ("Agreement"), effective as of the last date of execution below (the **“Effective Date"),** is made by and between **Red company**, a corporation organized under the laws of Washington, having its principal place of business at Seattle, WA, US (“Agent"), and **Blue Company**, a corporation organized under the laws of South Korea and having its principal place of business at Seoul, Korea (“Factory”). Agent and Factory are sometimes referred to individually as **“Party”** and collectively as the “Parties.”

# RECITALS

1. Whereas Agent has developed a sales relationship with Factory and has facilitated the development of a product and the placement of sales orders with Factory, Agent has been placings orders with Factory on behalf of Purchasers and taking delivery of products.
2. Agent has been storing and shipping products received from Factory.
3. In order to streamline orders, deliveries, and storage, Factory and Agent have agreed to shipment of products by Factory directly to certain purchasers.
4. The Parties have agreed to this Agreement for the payment of commission from Factory to Agent for orders placed by **Green Company,** aCalifornia corporation having a principal place of business at Los Angeles, CA, US **(“Buyer”)** according to the term and conditions set forth below.

# AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. **Scope of Commission. Factory sha1l pay a commission on two models of bidet seats ordered by Buyer from Factory.**
	1. **Model KT**
	2. **Model Auto Open**

**Factory will not accept orders from Purchaser, its subsidiaries or affiliates or successors without payment of commission.**

 2. Calculation of Commission. Factory shall pay Agent a commission calculated based on the FOB pricing from Factory to Buyer.

1. For Model KT, commission paid to Agent will be 12% of the FOB price charged by Factory to Buyer.
2. For Model Auto Open, commission paid to Agent will be 10% of the FOB price charged by Factory to Buyer.
3. Factory and Agent can change the rate of a commission in writing within the period of this Agreement
4. Communication of Sales Volume. Factory shall report to Agent the total number of items shipped to Bidet King every three months, on or about the first business day of the calendar quarter.
5. Payment *of* Commission. Factory shall pay Agent for the commission of each shipment to Buyer within 7 working days front the date that Buyer has settled the payment of each shipment.
6. Term. The Term of this Agreement shall be for five *(5)* years front the date of execution. the Term of this Agreement can be extended with the written consent of both parties.
7. Breach of this Agreement. in the event that either Party breaches its respective covenants and obligations hereunder and such breach is not fully cured within ten (10) business days after notice of such breach is delivered by the non-breaching Party to the breaching Party, the non-broaching Party shall, in addition to, and not in limitation of, any other remedies or rights to which it may be entitled to at law or in equity, be entitled to seek specific performance of this Agreement, and furthermore, in view of the irreparable injury that would result to the non- breaching Party from such n breach, and the Parties acknowledging that a remedy at law would be inadequate in such a situation, the Parties hereto agree that a permanent injunction is an appropriate remedy against the breaching Pany for such a breach.
8. Binding Nature: Assignment or Licensing. This Agreement shall be binding upon the Parties. their affiliates, successors, **and/or** assigns and upon any and all others acting by or through them, or in privity with them, or under their direction. This Agreement may be assigned by either **Party** to an affiliate or in connection with a safe of all or substantially all of such Party’s assets, without the consent of the other Party being required. As used herein, “affiliate” means any person or entity directly or indirectly controlling or having the power to control, or controlled by or being under common control with another person or entity. For this purpose, 'control” means the direct or indirect possession of power to direct or cause the direction of the management or policies of such party. whether through ownership or stock or other securities, by contract or otherwise. Ownership of more than fifty percent (50%) of the beneficial interest of an entity shall be conclusive evidence that control exists.
9. Representations and Warranties. Each Party represents and warrants that entering into this Agreement will not vio1ate any obligation of that Party to any third party, and the person signing this Agreement on behalf of that Patty is duly authorized to bind that Party. No other representations or warranties are or have been made by either Party to the other, or by anyone else, except as expressly set forth in this Agreement, and this Agreement is not being executed in reliance on any representation or warranty other than those expressly set forth herein.
10. Governing Law: Venue. This Agreement shall be construed and governed by the laws of Washington, USA. Any lawsuit brought by either party relating to this Agreement is to be resolved in the courts with jurisdiction over Washington, USA and the parties each consent to personal jurisdiction in such courts with respect to such proceedings.
11. Entire Agreement: Amendments: Severability. This is the entire agreement between the Parties and supersedes all prior agreements and understandings. No modification or amendment of this Agreement shall be effective unless made in writing and signed by the Parties. If any provision of this Agreement is held unenforceable or invalid, it shall not affect the enforceability of the other parts of the Agreement or the entire Agreement and the provision(s) held unenforceable or invalid shall if possible be modified to the extent necessary to be va1id and enforceable.
12. Notices. Whenever notice or any other communication is to be given under the terms of this Agreement, it shall be given in writing, and shall be deemed to have been duly delivered when sent via internationally recognized overnight courier addressed to the intended recipient party at the address noted for such party in the opening paragraph of this Agreement, or

such other address as such party may indicate by providing notice thereof in accordance with the foregoing notice provisions.

1. Attorney’s Fees. If legal proceedings are commenced by either party to enforce or interpret the provisions of this Agreement, the prevailing party in such legal proceedings shall be entitled to recover its attorneys’ fees, costs and expenses of litigation including any and all appeals or petitions therefrom as well as fees and costs incurred in enforcing any resulting judgment or award. All remedies, including without limitation specific performance, shall be available for a breach of this Agreement.
2. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
3. Further Assurances. The Parties hereto will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purposes of this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed in duplicate originals by its duly authorized representative.

**Dated: 14th of August, 2020**