

# JE JOUE

## Distributor/Retailer Agreement

This Agreement is between CliQ Limited (hereinafter referred to as the Manufacturer) and ..... here in after referred to as “Retailer”.

### Purpose of Agreement

This Agreement sets forth the terms and conditions by and under which Retailer will be permitted to sell said product line in North America, and is limited to sales in North America.

### Terms of Agreement

Unless terminated as hereinafter provided, this Agreement shall remain in force indefinitely and govern all transactions between the parties relating to the above referenced product line.

### Minimum Advertised Price

In order to protect the integrity of the Je Joue product line and its retailer network, the retailer may not advertise the resale price of the product for less than the price set forth below, which **excludes** shipping and handling charges:

<u>Item #</u>	<u>Description</u>	<u>Minimum Advertised Price</u>
AMIF-PU-VB	AMI PURPLE /PROGRESSIVE KEGEL BALL SET	\$59.00
AMIF-FU-VB	AMI FUSCHIA/PROGRESSIVE KEGEL BALL SET	\$59.00
MIMIUS-FU-VB	MIMI FUSCHIA	\$89.99
MIMIUS-PU-VB	MIMI PUPLE	\$89.99
MIMIUS-BK-VB	MIMI BLACK	\$89.99
MIMIUS-LI-VB	MIMI LILAC	\$89.99
FIFIUS-PU-VB	FIFI PURPLE	\$139.99
FIFIUS-FU-VB	FIFI FUSCHIA	\$139.99
FIFIUS-BK-VB	FIFI BLACK	\$139.99
FIFIUS-LI-VB	FIFI LILAC	\$139.99
UMAUS-FU-VB	UMA FUSCHIA	\$ 109.99

UMAUS-PU-VB	UMA PURPLE	\$109.99
UMAUS-BK-VB	UMA BLACK	\$109.99
UMAUS-LI-VB	UMA LILAC	\$109.99
MIOUS-PU-VB	MIO PURPLE	\$109.00
MIOUS-BK-VB	MIO BLACK	\$109.00
MIS-PU-US	MIMI SOFT PURPLE	\$94.99
MIS-FU-US	MIMI SOFT FUSCHIA	\$94.99
MIS-LI-US	MIMI SOFT LILAC	\$94.99
MIS-BK-US	MIMI SOFT BLACK	\$94.99
GKN-BK-US-VB	GKII BLACK	\$139.99
GKN-LI-US-VB	GKII LILAC	\$139.99
GKN-PU-US-VB	GKII PURPLE	\$139.99
GKN-FU-US-VB	GKII FUSCHIA	\$139.99
NUO-BK-US-VB	NUO BLACK	\$156.00
NUO-PU-US-VB	NUO PURPLE	\$156.00
DUA-BK-US-VB	DUA BLACK	\$156.00
DUA-LI-US-VB	DUA LILAC	\$156.00
DUA-FU-US-VB	DUA FUSCHIA	\$156.00
DUA-PU-US-VB	DUA PURPLE	\$156.00
LMO-WH-VB_US	Large Motor	\$50.00
P01-HP-VB_US	No 1 Vibrating Pebble Hot Pink	\$25.00
P01-HY-VB_US	No 1 Vibrating Pebble Hello Yellow	\$25.00
V02-PP-VB_US	No 2 Classic Vibrator Pout Pink	\$40.00
V02-CC-VB_US	No 2 Classic Vibrator Catwalk Coral	\$40.00
C03-EB-VB_US	No 3 Cock Ring Electric Blue	\$25.00
C03-CA-VB_US	No 3 Cock Ring Cool Aqua	\$25.00
LDN-VB_US	London love-in Pleasure kit	\$95.00
VGS-VB_US	What happens in Vegas Pleasure kit	\$105.00
RIO-VB_US	Her name is Rio Pleasure kit	\$105.00

Not directly or indirectly, in any manner whatsoever, including but

MMO-WH-VB_US	Mini Motor	\$40
P06-JG-VB_US	No 6 Mini Pebble Jade Green	\$20
C07-SB-VB_US	No 7 Cock ring lite Sky Blue	\$20
B08-RB-VB_US	No 8 Butt Plug Mini Royal Blue	\$25
SAN-VB-US	San Francisco Pleasure kit	\$80
IBI-VB-US	Ibiza Pleasure Kit	\$59

not limited to providing free products or accessories to its customers, providing promotional coupons/give-aways/sales, or by discounting the otherwise standard shipping cost it charges to its customers.

Should Retailer fail to comply with this minimum advertised resale price provision, the manufacturer shall have the right to **immediately terminate** Retailer's right to purchase products from the Je Joue trademark under this Agreement. This applies to designated url web-sites, as well as 'storefronts' under blanket sites (EBay, Amazon, etc.)

#### **Je Joue on Amazon or similar websites**

Retailers may sell Je Joue on Amazon or similar websites, if they adhere to MAP policies. No retailer is permitted to sell directly to Amazon and retailers who want to use the FBA (Fulfilment by Amazon) program must obtain permission from the manufacturer. Any retailers that fail to comply with these rules will be banned from selling the manufacturers products. From July 2016, the manufacturer started monitoring sales through distributors and actively seeks to enforce MAP policies consistently and fairly. If you chose to sell through Amazon, your "storefront" name must be provided to both the manufacturer and/or the relevant distributor.

#### **Restricted Sales Outside of North America**

Je Joue products are designed for 110/120V electrical supply in North America, which is different than other countries such as Europe and Asia. Given this condition, there may be some risks using converters, which are commonly used to operate Je Joue products outside of North America.

The manufacturer will take zero tolerance position on international sales activities outside of North America. That is, if it is determined that your company, or an agent of your company, is exporting Je Joue products outside of North America, you will be restricted from purchasing the unit from the manufacturer. In addition, your company may be held solely responsible in the results of any claim associated with the use of a Je Joue Product with an electrical converter.

#### **Termination of Agreement**

Except as otherwise provided herein, either party may terminate this agreement at any time without cause by giving the other party seven (7) days written notice of termination.

In the event of termination, this Agreement shall remain applicable to any purchase order made by Retailer and accepted by the manufacturer prior to the date of notice of termination was given.

Upon termination of this agreement for any reason, all monies owed by Retailer to the manufacturer shall be due and payable immediately.

#### **Arbitration of Disputes**

Any claim or controversy arising out of this Agreement and Addendum or a breach thereof shall be settled by binding arbitration which will be conducted by ACAS in accordance with the commercial arbitration rules of those respective organizations. Judgement upon any award may be entered in any court having jurisdiction. Any such claims shall be arbitrated in

#### **Entire Agreement**

This instrument constitutes the entire Agreement between the parties with regard to the sale of the Je Joue product discussed above. Except as provided herein, this Agreement can only be modified in writing signed by both Manufacturer and Retailer.

#### **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom.

**Distributor/Retailer Acknowledgement**

By signing below, I acknowledge and agree to the stipulations indicated in this Distributor/Retailer Agreement. I further agree that my account will have no recourse, legally or otherwise, against \_\_\_\_\_ or \_\_\_\_\_ upon account termination, and all moneys owed and outstanding balances will become due and payable immediately.

I have the authority to sign this document and execute this Distributor/Retailer Agreement on behalf of my company and related agents of my company. I have read the document and by voluntarily signing below, agree to all terms and conditions herein. I further understand that any false and/or misleading information could result in the irrevocable termination of my account with

Signature:

Date:

Print Name:

Title:

Parent Company:

Website(s):

Signature of Officer:

Print Name:

Date:

Title: