

## **Manufacturer/Distributor Agreement**

This agreement is between NOVEL CREATIONS USA INC (the manufacturer of NU SENSUELLE), hereinafter referred to as the "MANUFACTURER" and WILLIAMS TRADING CO hereinafter referred to as the "DISTRIBUTOR". A customer who the "DISTRIBUTOR" sells to is referred to as the "RETAILER".

### **Purpose of Agreement**

This agreement sets forth the terms and conditions by the MANUFACTURER, under which WILLIAMS TRADING CO will be permitted to sell said product line in the USA and is limited to sales in the USA.

### **Terms of Agreement**

Unless terminated hereinafter, this agreement shall remain in force indefinitely and govern all transactions between the parties relating to the above referred product line.

### **Acceptance of orders**

DISTRIBUTOR may send purchase orders by email or facsimile. Purchase orders must include the DISTRIBUTOR'S Name, billing address, the address to which the products are to be shipped and the item numbers, and the number of units being orders.

All purchase orders sent by the DISTRIBUTOR are subject to acceptance by the MANUFACTURER.

The MANUFACTURER is not responsible for any lost sales or revenues resulting from a delay in filling any order.

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### **Minimum Advertised Pricing (MAP) Policy**

This policy applies to, but is not limited to, advertising in catalogs, direct mail, websites, in-store displays and any and all other forms of advertising media, including, without limitation, the internet and any other electronic medium available to the general public.

Rebates, coupons, credits, percentage discounts or any manner of discounting which results in a net advertised price below MAP, regardless of any other circumstances, will be considered as not complying with the (MAP) policy.

In the event that MANUFACTURER receives information that a party is advertising a NU SENSUELLE product below the minimum advertised price (MAP), the DISTRIBUTOR must contact the noncompliant party. The DISTRIBUTOR will then request the noncompliant party to comply with the minimum price within ten (10) days. If after ten (10) days the pricing has not been corrected, the MANUFACTURER may, at its sole discretion, cease future supply of the product to the DISTRIBUTOR of the noncompliant party.

The DISTRIBUTOR must enforce that the RETAILER may not directly or indirectly discount said advertised prices in any manner whatsoever, including but not limited to providing free products or accessories to its customers, providing promotional coupons/ giveaways/sales, or by discounting the otherwise standard shipping cost to its customers.

Should a RETAILER fail to comply with the minimum advertised resale price provision, the DISTRIBUTOR must cease selling to this RETAILER. The MANUFACTURER shall have the right to immediately terminate sales to the DISTRIBUTOR if the MAP policy is not enforced by the DISTRIBUTOR under this agreement. This applies to designated URL websites, as well as 'Storefronts' under the blanket sites (EBay, Amazon, etc).

In order to protect the integrity of the NU SENSUELLE product line and its DISTRIBUTOR/RETAILER network, the RETAILER who the DISTRIBUTER sells to may not advertise the resale price of the product for less than the price set forth below, which excludes shipping and handling charges:

ITEM #	DESCRIPTION	BARCODE/EAN	MSRP	MAP
BT-W34BK	NU SENSUELLE POINT 20 FUNCTION RECHARGEABLE BULLET – BLACK	9342851001487	\$59.99	\$59.99
BT-W34PK	NU SENSUELLE POINT 20 FUNCTION RECHARGEABLE BULLET – PINK	9342851001661	\$59.99	\$59.99
BT-W34PU	NU SENSUELLE POINT 20 FUNCTION RECHARGEABLE BULLET – PURPLE	9342851001494	\$59.99	\$59.99
BT-W34SI	NU SENSUELLE POINT 20 FUNCTION RECHARGEABLE BULLET – SILVER	9342851001500	\$59.99	\$59.99
BT-W37BK	NU SENSUELLE REMOTE CONTROL RECHARGEABLE BULLET – BLACK	9342851001593	\$59.99	\$59.99
BT-W37PK	NU SENSUELLE REMOTE CONTROL RECHARGEABLE BULLET – PINK	9342851001609	\$59.99	\$59.99
BT-W37PU	NU SENSUELLE REMOTE CONTROL RECHARGEABLE BULLET – PURPLE	9342851001616	\$59.99	\$59.99
BT-W40BK	NU SENSUELLE PEARL MASSAGING RECHARGEABLE VIBE – BLACK	9342851001708	\$79.99	\$79.99
BT-W40PK	NU SENSUELLE PEARL MASSAGING RECHARGEABLE VIBE – PINK	9342851001715	\$79.99	\$79.99
BT-W40PU	NU SENSUELLE PEARL MASSAGING RECHARGEABLE VIBE – PURPLE	9342851001722	\$79.99	\$79.99
BT-W41BK	NU SENSUELLE IMPULSE SENSOR RECHARGEABLE VIBE – BLACK	9342851001746	\$69.99	\$79.99
BT-W41GR	NU SENSUELLE IMPULSE SENSOR RECHARGEABLE VIBE – GREEN	9342851001760	\$69.99	\$79.99
BT-W41PU	NU SENSUELLE IMPULSE SENSOR RECHARGEABLE VIBE – PURPLE	9342851001753	\$69.99	\$79.99

NOTE: This policy may be modified by MANUFACTURER as it deems necessary.

**Manufacturer/Distributor Acknowledgement**

By signing below, I acknowledge and agree to the stipulations indicated in this manufacturer/distributor agreement. I further agree that my account will have no recourse, legally or otherwise, against NOVEL CREATIONS USA INC upon account termination, and all monies owed and outstanding balances will become due and payable immediately.

I have the authority to sign this document and execute this Manufacturer/Distributor agreement on behalf of my company and related agents of my company. I have read and understood 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 NOVEL CREATIONS USA INC.

Date: \_\_\_\_\_

Company Name: WILLIAMS TRADING CO

Signature of WILLIAMS TRADING Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of NOVEL CREATIONS Representative: \_\_\_\_\_

Print Name: BARRY BRINBERG

Title: PRESIDENT