

PRODUCT DISTRIBUTION AND MARKETING AGREEMENT

(COMPANY)

In on 2019

As the first party, “....., with V.A.T. No., with its registered tax office situated at, as the other party, the company “.....”, with V.A.T. No., with its registered tax office situated at, P.C, duly represented by Mr/Mrs, with Tax I.D. No. The foregoing parties hereby formalise this Distribution and Marketing Agreement, in accordance with the following terms and conditions:

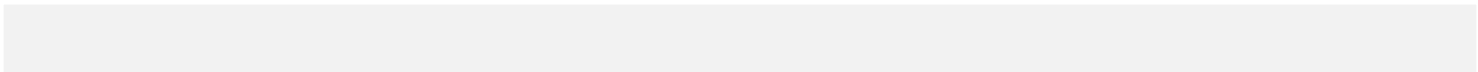
1. BACKGROUND FACTS

..... is a company that is mainly engaged in

..... is a company that is mainly engaged in, and shall provide with the right to distribute and sell its products through the e-commerce platform thereof (“website name”).

..... hereby declares that it has all of the operational and technical resources, the know-how and the experience necessary in order to adequately carry out the distribution, marketing and sale services for the foregoing products.

2. DEFINITIONS



Product(s): The term "Product" or "Products" refers to the products/articles of the brand....., that are set out in: The term "brand" refers to commercial brands, names, slogans, labels, logotypes and other identification symbols, whether registered or not and that have been developed and used..... The company is the manufacturer of the products set out in and/or is authorised to establish rights for the distribution and sale of said products in favour of

3. PURPOSE OF THE AGREEMENT

By virtue of the formalisation of this Agreement, hereby designates as the distributor of its products through the e-commerce platform (website name).

4. PURCHASE OF PRODUCTS

..... shall purchase the products from the company in accordance with the quantities established and defined in the purchase order that shall be forwarded by email to

After the purchase order has been received, shall issue a Pro Forma Invoice within the period of two (2) business days. Thereafter, shall effect a bank transfer for the total sum of the corresponding invoice into the bank account of After has received in its bank account or after has forwarded thereto a payment confirmation thereof, shall package the goods within the period of 3 business days and shall notify of the address for uplift, the opening hours of the warehouse, the name and other contact particulars of the person responsible for the provision of the products to the transport company designated by

5. PROMOTIONS AND MARKETING

The parties hereby agree that..... must provide to all of the pertinent information regarding the products in English or other languages (Spanish, Arabic, etc.), as available. must provide with all of the information available, as well as the logotype in high definition, as well as images, videos, press releases, prizes, certificates, technical specifications, logistical information and all other necessary information so that may provide the final customer with all of the relevant information and details regarding the products/collections thereof. must also inform of any new collections or models that are developed and launched onto the market, any changes of stock and any other information that may be pertinent and relevant to said business, in order to provide adequate services to the customer.

..... may use all of the promotional channels available, such as Google-Ads and other social media, TV ads, banners, etc. The representatives of in different countries may promote and advertise said products for the sale thereof, however only through the e-commerce platform and as retail sales, unless otherwise agreed to between the parties.

6. REGISTERED TRADEMARK RIGHTS

..... acknowledges that is the legal owner of the foregoing brands and trademarks and that this Agreement does not provide with any right whatsoever in relation to said brands or trademarks, or in relation to the labels, designs, packaging or any other visual representation of the brands, except as provided for in this Agreement.

..... shall include the images and other information regarding the products on its web pages without changing anything whatsoever, except when technically necessary in order to adequately load and manage the online platform.

..... shall not impose any additional cost vis-à-vis

7. PRICES

The prices at which the products of shall be sold by are set out in Annex 1. New products shall be included therein during the term of the commercial relationship.

If intends to impose new terms and conditions, such as for certain products not to be able to be sold in certain countries or that the retail price of certain products should be changed, etc., then must notify of the establishment of said terms and conditions at least 30 days prior to the entry into force of said changes.

8. RESPONSIBILITY FOR THE PRODUCT

..... shall be responsible for uplifting the products at the warehouse of

..... shall be responsible for the transport (freight), storage, handling, conservation and safeguard of the products and for keeping the products in their original conditions until the receipt thereof by the final customer.

There shall be no product returns for the goods sold by..... to, except in the case of any damaged products prior to the uplift thereof at origin and before the products have been handed over to the transport company. Furthermore, no product returns shall be possible in relation to foodstuffs or perishable products. In order to reduce said problem, all of the articles sold must be verified by prior to the release of the products to the transport company.

9. VALIDITY

This Agreement shall be valid and shall enter into force and effect, as from the date on which it has been executed by both parties, for the period of 12 months. This Agreement shall be automatically renewed for another 12 months at the expiry of the initial term, unless either of the parties rescinds the Agreement.

The rescission of this Agreement must be notified by way of prior written notice at least 30 days prior to the date of expiry thereof. During said period, both parties shall continue to comply with all of their obligations under this Agreement and all of the terms and conditions thereof.

10. TERMINATION OF THE AGREEMENT

Without prejudice to the provisions of the foregoing clause, this Agreement shall remain valid until the date of expiry thereof, except in the case of:

- I. Any breach of either of the parties of their respective obligations provided for under this Agreement.
- II. If one of the parties suspends its business activities by reason of, however not limited to, any contractual breach, or any situation of bankruptcy or insolvency.
- III. Any unilateral modification of the terms of the agreement without any mutual agreement, in writing, between the parties.
- IV. No specific agreement is mutually formalised, in writing, in relation to changes to the prices, between and, within the period of ninety (90) days.
- V. Any change of legislation that prevents the marketing of the products.
- VI. Any situation of *force majeure*.

11. CONFIDENTIALITY

Both parties hereby undertake to keep this Agreement and the terms thereof strictly confidential and to not disclose the terms thereof to any third parties. All of the prices, operating procedures, financial information and all of the commercial information of either of the parties, including the parent companies, subsidiaries and associated companies, shall constitute confidential information and must not be disclosed to any third party without the prior authorisation, in writing, of the other party or when said disclosure is required at law.

12. COMMUNICATIONS

All of the communications and notifications between the parties to this Agreement must be formalised in writing and must be forwarded by either email or postal mail.

Said information must be forwarded by email or postal mail to the persons set out hereinbelow:

(CONTACT INFORMATION)

COMPANY.....

FAO:

Address:

P.C.:

Telephone:

Email:

Either of the parties may change their email address or telephone number by means of a written notification to the other party, in accordance with the provisions of this clause.

Both parties formalised this agreement on..... 2019, a copy of which is held by and a duplicate copy thereof is held by

COMPANY

COMPANY (website)

SIGNED AND ENDORSED

Mr/Mrs

Position

Purchasing Manager

.....

PRODUCTS AND PRICES (EX-WORKS and RETAIL)