

# EXHIBIT E

**EXCLUSIVE IMPORT CONTRACT  
CONTRACT № 1UK**

The Contract is signed by the companies listed below:

By Lee Tillett, Inc., the limited liability company, registered in Florida USA, at the registered address: 670 N. Orlando Ave. Ste 102, Maitland, FL 32751, USA registration number 26-4155986, represented by Mr. Chris Tillett that holds a position of CEO and acts on the basis of the Articles of Association, hereinafter the "SUPPLIER",

and:

the limited liability company "KROMA MakeUP EU Limited", the resident of the United Kingdom, represented by the Director Miss Jeanette Willey that acts on the basis of the Charter, at the legal address 56 Laithe Hall Avenue, Spen Mill Grange Cléckheaton Bradford BD19 6UB West Yorkshire, England, United Kingdom, 04050, registration number 8166861, hereinafter called the "IMPORTER";

**ARTICLE I. THE SUBJECT OF THE CONTRACT, THE STATUS OF THE IMPORTER, AND THE LEGAL STATUS.**

1.1. The aim of the present Contract is to grant the Importer the status of the unique exclusive sole Importer and distributor of the Goods of the Supplier in the Territory and for the period, stipulated in this Contract.

1.2. This Contract regulates the legal relationships between the Supplier and the Importer concerning the terms and conditions of the Goods' delivery (supply), and the legal relationship concerning the status and the rights of the Importer to sell the purchased Goods in the specified Territory.

1.3. The Importer has no right to sell or transfer to the third parties the rights or powers under this Contract without Supplier's written approval, received in advance; this approval should not be unreasonably or voluntarily delayed.

1.4. The Supplier can entrust the performance of the duties by this Contract to any natural person or legal entity only according to the separate written approval of the Importer.

1.5. The Importer has the right to sell in the Territory the Goods of the Supplier, purchased under this Contract at own discretion within the limits of the established powers of his own right as the independent seller of the Goods.

1.6. The Supplier in accordance with the terms of this Contract undertakes to ship regularly and exclusively the Goods ordered by the Importer for the final sale in the specified Territory.

1.7. The Supplier ships to the Importer each consignment of Goods together with a package of the original documents specified by the Parties in this Contract.

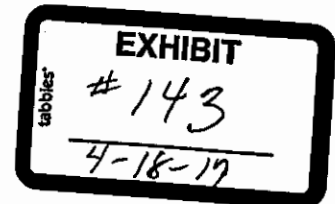
**ARTICLE II. SALES TERRITORY**

**2.1. Sales Territory**

2.1.1. The Importer under this Contract has the exclusive right to import and sell the Goods only in the Territory defined by the Parties.

2.1.2. The Parties in the corresponding Appendix to the present Contract specify the Territory and other conditions concerning the Territory.

**2.2. Exclusive Rights**



2.2.1. The Supplier undertakes not to sell directly or indirectly the Goods to anybody, but the Importer, in the specified Territory during the whole term of the present Contract, excluding the cases specified herein.

2.2.2. The Supplier also undertakes to forward to the Importer all inquiries/orders/requests of consumers/clients in the Territory, which the Importer can handle himself.

2.2.3. The Importer undertakes to respect the exclusive rights given by the Supplier to other territories in other countries, and will not undertake active actions, neither direct nor indirect, pursuing an active sales policy outside the Territory, by setting up stores and outlets.

### 2.3. Goods

2.3.1. Goods that are a subject of the present Contract are any Goods with the trademark of the Supplier (further "Goods"). The list of Goods, the Specification, parameters, description, structure, characteristics, formula and also the list of corresponding Trademarks/Brand names of the Supplier are specified in the separate Appendix to this Contract. This list would be constantly updated with the list of new Goods sold by the Supplier.

2.3.2. Goods list can be expanded/added by the Supplier who reserves the right to discontinue the manufacture or distribution of some items, whereas the Importer should be notified about it in writing three months in advance, and cannot demand any discounts or compensations.

## ARTICLE III. TERM OF THE CONTRACT

3.1 The present Contract comes into force from the 1 October 2012 and is valid for a period of 3 years expiring on October 1, 2015 and thereafter until terminated by either party by not less than 6 months notice in writing expiring at anytime thereafter.

3.2. This Contract is automatically prolonged for the same term and upon the same conditions, if no Party will notify the other in writing about its refusal to automatically prolong the Contract.

3.3. The notice on unwillingness to automatically prolong the Contract from either Party should be issued in written form and sent to the other Party of the Contract not later than one month prior to the Contract termination date.

## ARTICLE IV. TRADE MARK/BRAND NAME

### 4.1. The Property Right

4.1.1. The Supplier is the proprietor of all trademarks (patents, industrial samples, inventions, other objects of intellectual property) for the supplied Goods, and these trademarks should be properly registered at the National Industrial Property Institute/Intellectual Property Register of the Supplier. The Supplier undertakes to provide copies of all registration Certificates for all items of intellectual property concerning the Goods, specified in the separate Appendix to the Contract.

4.1.2. The Supplier declares that he owns all rights on all items of intellectual property concerning all Goods shipped under this Contract.

4.1.3. The name of the Supplier may under no circumstances be included in official, corporate or company name of the Importer, the sole or authorized distributor, and cannot be inserted into the trade register under no circumstances.

4.1.4. The Parties expressly agree that the trademark always remains the exclusive and inalienable property of the Supplier who reserves the right to assign/transfer it to any individual person or legal entity on his own discretion, which will not affect the present Contract/validity of the present Contract.

4.1.5. The Supplier guarantees the loyalty and validity of the rights of the Supplier for the trademark; the Supplier guarantees that the trademark of the Supplier does not violate any third parties' rights, particularly in the Territory of sales; and only the Supplier

himself will be responsible before the third parties for possible infringement of the rights of the third parties by the trademark of the Supplier.

4.1.6 For the avoidance of doubt the parties expressly agree that the Importer shall have all rights of website development, customers' information, advertising, promotion, marketing, distribution, exploitation, and dealing in relation to the distribution methods undertaken by the Importer in carrying out its duties under this Contract and the Intellectual Property created or arising therein.

#### 4.2. Granting Right. Use

4.2.1. The Supplier gives to the Importer the right to use the trademark of the Supplier for advertising purposes and for the purpose of Goods sale and promotion in the Territory. This use should not make any harm to the reputation of the Supplier's trademark and Goods.

4.2.2. The Supplier guarantees the loyalty and validity of the rights of the Supplier, the rights and powers to give to the Importer the right to use the trademark for advertising purposes and Goods sale in the Territory upon the terms of the present Contract; the Supplier guarantees that no violations of the third parties' rights will occur, and only the Supplier himself will be responsible before the third parties for possible infringement of their rights.

4.2.3. The right to use the trademark of the Supplier, without any additional payment for it, is given to the Importer exclusively for advertising purposes and Goods sale and promotion; the only payment for this can be the payment for/purchasing of the Goods of the Supplier under the present Contract.

4.2.4. The Importer can also use the trademark on the price tags and signs in the stores. He also can use the trademark in the letterhead of the company's business documents, but exclusively in a following combination: "Sold by Jay Willey or Exclusive Distributor of KROMA Makeup in the EU".

4.2.5. The Importer can authorize his/her retailers to use the trademark on the price tags and signs, in the letterhead of the company's business documents, but exclusively in a following combination: "Sold by Jay Willey or Exclusive Distributor of KROMA Makeup in the EU".

4.2.6. Thus, the Importer has no right to give the right to use the trademark for the signboards of shops to the authorized shops, but the Importer can give the right to use the trademark exclusively in show-windows (show-cases) of the shops, in the letterhead of the company's business documents, but exclusively in a following combination: "Sold by Jay Willey or Exclusive Distributor of KROMA Makeup in the EU".

4.2.7. The Importer undertakes to use the trademark exclusively according to the above conditions and in accordance with the present Contract.

4.2.8. The Parties have agreed to consider the provisions of the current clause an equivalent to the separate license contract for the right to use the trademark by the Importer. If it is necessary, upon the petition of any Party, the Parties agree to sign without any additional payment or indemnification, the separate license contract for the right of the Importer to use trademarks of the Supplier for the advertising purposes and for Goods sale and promotion in the Territory.

#### 4.3. Renewal. Protection

4.3.1. The Supplier undertakes to renew regularly the certificate on the trademark/brand name and other Goods patents/inventions/industrial samples, and to protect them properly from any attempts of illegal use, to the best of his knowledge.

4.3.2. The Importer is obliged to inform the Supplier of any illegal use of the trademark in the sales Territory, to the best of his knowledge.

4.3.3. The Supplier undertakes to hold the Importer harmless of any sentence pronounced against him, guarantees the Importer against any claims for the Goods sold by the Importer concerning the intellectual property rights (the right for the trademark, industrial sample, patent, invention, etc.).

4.3.4. However such protection is not granted, if the Importer has omitted to inform the Supplier in reasonable time about the claim or the legal proceedings against the him, thus excluding the possibility for the Supplier to intervene, or to provide the Importer with the means to defend himself.

#### ARTICLE V. IMPORTER'S OBLIGATIONS

##### 5.1. Distribution method

5.1.1. The Importer can sell Goods of the Supplier upon his own discretion via exclusive distributors or authorized shops, department stores, beauty salons, perfumery shops and drugstores, using the mail service, Internet service, and any other means. The Parties in the separate Appendix to the present Contract can stipulate the general recommended list of distribution methods and ways in the Territory.

5.1.2. The Parties can agree about the recommended types and desirable initial quantity of shops, which are planned to open in the Territory by the Importer. The Parties in the separate Appendix to the present Contract can establish recommended requirements to these shops.

5.1.3. The Importer exclusively at his own discretion can open necessary shops in the Territory to sell the Goods.

5.1.4. The prime direction of activity of the Importer is the organization of various types of successful regular sales of the Goods and opening of shops in the Territory.

5.1.5. Sale of Goods by the Importer via Internet in the Territory, as determined by this Contract, is done through the Internet site of the Importer at the Importer's discretion. The Internet site must be approved by the Supplier in writing before said site goes live.

The Supplier reserves the right to revise all the content of the Importer's Internet site regarding the Goods supplied according to the present Contract as well as to give the Importer adequate notice about the data to be modified to provide the corporate policy of the brand of Goods. The Supplier reserves the right to disallow an Internet site to carry its goods. All Internet Sites must be approved by the exporter.

##### 5.2. Advertising and Promotion of Sales

5.2.1. The Importer undertakes to annually advertise the Goods, stimulate promotion and sale of the Goods and public relations in the Territory. The Parties in the separate Appendix to the present Contract can determine the detailed regulation of actions of the Importer concerning advertising and promotion of the Goods in the Territory.

5.2.2. Actions undertaken by the Importer may include:

- Advertising in national and local mass media, by press, radio, posters, TV, cinema;
- Joint advertising with the Supplier for certain major accounts;
- Regular promotional operations, both in shops, and behind their limits, in particular at the release of new Goods;
- Public relations campaigns;
- Manufacture and distribution of advertisements, promotional materials (catalogues, samples, testers, gifts linked to purchases, press publications, kits, posters);
- Participation in professional trade shows.

5.2.3. The Supplier gives his consent to the Importer to use his trademarks for shipped Goods in all illustrations, catalogues of production, advertising projects and promotion actions for Goods sales promotion.

5.2.4. The Importer, while translating advertising and informational Goods of the Supplier, and while creating own advertising Goods using elements of the Supplier's advertising Goods, has the right for their modification, translation and revision as well as receives all the rights for such new advertising/informational Goods made as a result of the creative process.

5.2.5 The Exporter and Importer share a common desire to generate favorable publicity regarding KROMA Makeup and/or the Goods and their association with it. The parties agree that they will, from time to time, issue press releases regarding KROMA Makeup and the Goods and that they will co-operate with each other in connection with the issue of such releases.

### 5.3. Storage of Goods

5.3.1. The Importer confirms that he has premises, suitable for reception and temporary storage of the Supplier's Goods that allow keeping the Goods in excellent condition.

5.3.2. The Supplier should notify the Importer and provide him with written recommendations about the necessary conditions and specific properties of the storage and transportation of the Goods, these conditions are established in the corresponding Appendix to the present Contract.

### 5.4. Price Policy

5.4.1 The Supplier may recommend to the Importer, according to his own experience, the average retail price of the Goods to the consumer in the Territory; the Importer makes final decisions on final questions regarding pricing in the Territory solely and exclusively on his own.

5.4.2. The Importer can, at his own discretion, use discounts and carry out sales promotions.

5.4.3. The Importer, during the term of this Contract, gives to the Supplier, if necessary, the information about current retail prices for the Goods in the Territory that are used in his shops and by his official exclusive distributors.

5.4.4. The Supplier can notify the Importer about the recommended plan concerning discounts and price policy that are applied in other countries; this information is given in a separate Appendix to this Contract.

### 5.5. Relations with Exclusive and Authorized Distributors

5.5.1. The Importer independently builds mutual relations with retail dealers/distributors of the Goods in the Territory concluding separate agreements.

### 5.6. Relations with Third Parties

5.6.1. The Importer, according to the local legislation of the Territory, bears the responsibility as the seller of the Goods in the Territory, and should comply with local legislation that regulates such sales of Goods.

### 5.7. Availability of the Goods

5.7.1. The Importer, according to the developed Business Plan, should try to have in stock a wide selection of the Supplier's Goods in quantities that are enough to satisfy the needs of consumers at all distribution points.

5.7.2. The Importer should also try to promote new Goods of the Supplier as soon as the Goods arrive on the market, at all distribution points in the Territory.

5.7.3. The Importer should also try to have a reasonable and well-founded stock of the Goods, in order to meet prospective requirements of his own exclusive and authorized distributors.

### 5.8 Other Goods

5.8.1. The Importer without additional written consent and/or informing the Supplier has the right to distribute, at his distribution points or by his own means, other Goods, similar to the Supplier's Goods, imported from third parties, similar Goods of other trademarks, Goods that can compete with the Goods of the Supplier and/or his affiliated persons; the Supplier is aware of it and gives his direct consent to it.

5.9 Preparation and Training of Exclusive and Authorized Distributors of the Importer

5.9.1. The Importer, independently and at his own discretion, conducts the preparation and training of the exclusive and authorized distributors, so that they would be able to distribute the Goods of the Supplier to the best advantage and to give the buyers high quality consultations on any questions regarding the Goods.

ARTICLE VI. ORDERS

6.1. ORDERING PROCEDURE

6.1.1. The detailed regulation of the ordering procedure and terms of order placement are specified in the corresponding Appendix to this Contract.

6.2. ORDER PLACING

6.2.2. The Importer should place his orders to the Supplier in writing by e-mail using the coordinated electronic purchase order form. The Parties can establish the example of this form separately. If this way of ordering appears temporarily inaccessible, it is possible to send orders in a simple written form (by letter or by fax). The Importer in time of placing the order has to indicate the required/preferable date of delivery/shipping of the particular batch of the Goods.

6.3. ORDER CONFIRMATION

6.3.1. Upon receiving the Goods Order from the Importer, the Supplier should, *in the terms determined by the Parties*, confirm in written form via e-mail the possibility and terms of the Order fulfillment; in addition, the Supplier sends the confirmation of the order to the Importer by fax and mail.

6.4. THE FIRST PART OF THE ADVANCED PAYMENT

6.4.1. Upon receiving the order confirmation, the Importer should pay the established amount of the first advanced payment for this order; after this, the Supplier begins to process this order. By paying the first part of the advanced payment, the Importer testifies his final decision to order the Goods.

6.5. ORDER PLACEMENT

6.5.1. The order should be completely processed by the Supplier *in terms determined by the Parties* after receiving the first part of the specified advanced payment from the Importer.

6.6. THE NOTIFICATION OF THE ARRANGED DATE OF SHIPMENT

6.6.1. The Supplier, in written form, via e-mail that is specified by the Parties (with obligatory duplication by fax and mail), notifies the Importer about the date of the order shipment *in terms determined by the Parties*.

6.7. THE NOTIFICATION OF THE READINESS AND PLACEMENT OF THE ORDER

6.7.1. Once the order is processed, the Supplier notifies the Importer about order placement in written form via e-mail (with obligatory duplication by fax and mail), and provides the packing list for the placed order.

6.8. THE FINAL PAYMENT

6.8.1. Having received from the Supplier the packing list, which is considered to be the notification of order placement, the Importer makes the final payment for the placed order in terms specified in the Contract.

6.9. TRANSFER-DELIVERY OF THE ORDER

6.9.1. Upon receiving the second payment, the Supplier transfers and delivers the ordered Goods to the Importer subject to this Contract.

6.11. RETURN OF ORDER

6.11.1. If the customs clearance of the order in the Territory is not completed in 30 calendar days due to the Supplier's fault because of non furnishing by the Supplier all the documents previewed by the present Contract and/or delivering by the Supplier dangerous Goods, which don't meet the appropriate requirements of hygiene, phytosanitary, radiological norms and/or don't coincide appropriate shipping documents,, the Importer returns the order to the Supplier at the expense of the responsible Party; thereat, all payments for the placed order made earlier are subject to full return to the Importer.

#### 6.12. CONDITIONS OF THE ORDER DELIVERY

6.12.1. The Goods of the Supplier are delivered to the Importer according to the present Contract *under the terms and conditions* of the Incoterms-2000, taking into account all additional terms and conditions, stipulated in the corresponding Appendixes to the present Contract.

6.12.2. Term of Delivery is the *term determined by the Parties* from the moment of obtaining the second advanced payment from the Importer, made according to the provided packing list.

6.12.3. The moment of delivery of the Goods is considered to be the moment of the proper issue/execution of the corresponding Bill of Consignment by the Supplier and the carrier (for example, the moment of full and appropriate registration of the CMR, AWB).

The date of the Forwarding Agent's stamp on the Way Bill certifying that the Goods are taken for transportation , is to be considered the date of delivery.

6.12.4. Risks for the Goods are transferred from the Supplier to the Importer at the moment of transfer of the Goods to the carrier.

6.12.5. The Importer can, at his own discretion, pay insurance from the risk of loss, accidental loss, damage or destruction during transportation.

6.12.6. The Goods under the present contract according to the appropriate Appendix are to be delivered to to the address of the Buyer at the Supplier's warehouse:

The Supplier's warehouse address:  
670 N. Orlando Ave. Ste 102  
Maitland, FL 32751, USA

The Goods are considered delivered by the Supplier and accepted by the Importer if:

A) Net weights and/or quantities of the Goods correspond the factory-manufacturer or Supplier specification;  
B) The parameters of Goods correspond those, specified in the accompanying documents and the ones specified in the Quality certificate/Certificate of origin of Goods issued by the factory-manufacturer, or in the letter of guarantee of the quality of the Goods.

#### 6.13. ACCOMPANYING DOCUMENTS

6.13.1. Together with the shipped Goods, the Supplier sends to the Importer the following documents on each consignment of Goods (thereat, the Supplier sends second copies of the mentioned below documents to the Importer by fax, and sends the originals in advance to the Importer by express-mail):

- CMR note/Waybill, ORIGINAL (1);
- Invoice with round ink seal and signature, ORIGINAL (8);
- Packing List with indication of net and gross weight of each position and round ink seal and signature, ORIGINAL (8);
- Quality Certificate for all shipped Goods issued by the Supplier with round ink seal and signature, ORIGINAL (1);
- Certificate of Origin issued by the local Chamber of Commerce, ORIGINAL (1);
- Certificate of analysis for each product with exact indication of its ingredients with round ink seal and signature, ORIGINAL
- Copies of the Certificates of Goods, issued by appropriate certification organizations with round ink seal and signature (1);
- Other documents, which may be requested by the authorities of the Territory, including the Ministry of Health, Health Inspection Services, Customs, Certification, and other regulatory authorities/permitting bodies. The Parties can determine the list of these bodies and documents in the corresponding Appendix to this Contract.

#### 6.14. PACKING AND MARKING OF GOODS

6.14.1. The Packing of Goods should provide safety of the Goods during transportation/carriage by all means of transport (sea, river, air, automobile and rail transport) to the destination (Importer) taking into account possible several overload and additional



loads. The Parties, in the corresponding Appendixes to this Contract, may determine additional requirements concerning the Packing of Goods.

6.14.2. Each cargo item should have, apart from the factory marking of the Supplier/manufacturer, a marking in English language, in particular:

- Consignor;
- Consignee;
- Contract( data, contract number);;
- Gross weight \_\_\_\_ kg;
- Net weight \_\_\_\_ kg;
- Name of Goods;
- Quantity of Pieces.

The Parties may establish additional requirements to the Supplier's marking in the corresponding Appendix to this Contract.

6.14.3. In case of using by the Supplier wooden pallets at the packaging of the supplied Goods, these wooden pallets must have appropriate phytosanitary control marks on them.

6.14.4. The Supplier bears the responsibility for the damage, affected as a result of the improper packing and incorrect marking.

#### 6.15. IMPORTER'S PURCHASE AMOUNTS OF GOODS

6.15.1. The Parties, in the corresponding Appendix, determine the size of the consignment of the Goods and the terms of purchase of the Goods.

### ARTICLE VII. PRICE. PAYMENT.

#### 7.1. PRICE

7.1.1. The Prices of the Goods are fixed and determined by the Supplier in the corresponding Price-list, which is the separate Appendix to this Contract.

7.1.2. In case of price change by the Supplier, the Supplier should notify the Importer about it in a written form, 30 calendar days in advance; only under the condition of such notice the Supplier has the right to change the prices. The Supplier cannot unilaterally increase the price for already ordered Goods, for which the Importer has made any advanced payment.

7.1.3. The Supplier sells the Goods at the export price (without VAT) at the moment of the order.

#### 7.2. Payment for Goods

7.2.1. After the Supplier receives the order from the Importer and confirms the possibility of order processing, the Supplier issues to the Importer the corresponding Invoice according to the payment terms agreed by Parties and specified in the separate Appendix to the Contract.

7.2.2. Upon the issue of the Invoices by the Supplier, the Importer should make partial advanced payment according to the terms of the present Contract. It is considered that the Importer's order is placed and is subject to processing by the Supplier from the moment of this advanced payment.

7.2.3. The invoices are issued by the Supplier and paid by the Importer in the fixed currency, according to the appropriate Appendixes to the current Contract. Term of payment begins on the day of Invoice issue.

7.2.4. If the Invoice or the Credit Note undergoes any changes, the term of payment starts from the date of new Invoice issue.

7.2.5. The Supplier has the right to change the payment procedure established in this Contract, to shorten payment due date, to demand payment after shipment, or advanced payment, only in case of on-the-record violations by the Importer of the conventional payment procedures established in this Contract.

### 7.3. PAYMENT PROCEDURE

7.3.1. Upon confirmation by the Supplier of the received order and after he issues the corresponding Invoice for the overall amount of the order, the Importer in due terms from the moment of Invoice reception, should pay the **FIRST PART OF THE ADVANCED PAYMENT** in established by the Parties amount (from the overall sum of order), in accordance with the corresponding procedure established by the Parties.

7.3.2. Upon the Supplier's confirmation about the order processing, and the reception of the corresponding packing list, the Importer, in due terms from the moment of their receipt, pays to the Supplier **THE SECOND PART OF THE ADVANCED PAYMENT** in established by the Parties amount (from the overall sum of order), in accordance with the corresponding procedure established by the Parties.

7.3.3. The remaining part of the payment for the order, in the established by the Parties amount, is paid by the Importer in due terms from the moment of full customs clearance of the order in the Territory, in accordance with the corresponding procedure, established by the Parties.

### ARTICLE VIII. GOODS. WARRANTY

#### 8.1. Goods

8.1.1. The Importer is familiar with all Goods, which he undertakes to distribute; the Supplier can change the list of the produced Goods, and also reserves the right to reduce the volumes of sales and/or to stop sales of certain items; whereas the Importer cannot demand any compensation for this, if the written notice has been made not less than in 90 days beforehand.

#### 8.2. Warranty

8.2.1. The Supplier guarantees that all Goods shipped under the Contract match the declared characteristics, composition, purpose, specification, and formula.

8.2.2. The Supplier guarantees the absence of any defects of Goods, or while Goods manufacture.

8.2.3. The Supplier guarantees the safety of the Goods for consumers and guarantees the compliance of the Goods to sanitary and hygienic quality regulations in the country of perfumes and cosmetic Goods manufacture.

8.2.4. The Supplier guarantees the safety of the Goods packaging and the compliance of the packaging to the Goods requirements.

8.2.5. The Importer should inform the Supplier of any defects of the Goods.

8.2.6. In the case of detection the defects affecting the Goods, the Importer informs the Supplier, and according to the instructions of the Supplier sends in the Territory the sample of the defective Goods for necessary analyses. Such sample should be sent in its original packaging showing the manufacture bar code.

8.2.7. For each separate batch of The Goods The Importer is obliged to declare all cases of detected defective Goods within 10 business days, from the moment of such detection, within a warranty terms for these Goods.

8.2.8. If the Goods defects/lacks are confirmed, the Supplier is obliged to ship free of charge the appropriate corresponding quantity and assortment of Goods instead the defective ones, or to return to the Importer the cost of the defective Goods, and to refund the direct expenses of the Importer for the shipment and custom clearance of the defective Goods.

8.2.9. After the confirmation of the defects/lacks, the defective Goods are destroyed or properly utilized at the expense of the Supplier in the Territory and are charged off the account of the Importer. The defective Goods after the confirmation of defects/lacks upon the written requirement of the Supplier can be returned to the Supplier at the expenses of the Supplier.

8.2.10. The Supplier can ask the Importer to keep the defective Goods pending an inspection/examination; however, the Importer has the right to destroy these Goods in two months.

8.2.11. All Goods should be stored by the Importer in satisfactory conditions, namely in the premises suitable for storage, with normal humidity, dryness, temperature, and light exposure, according to the documentation given by the Supplier.

8.2.13. The Supplier excludes the Goods from the warranty, if the Importer stores them with violation of the conditions mentioned above.

### 8.3. WARRANTY TERM

8.3.1. Under the terms of this Contract the Supplier determines the corresponding WARRANTY term for the Goods from the moment of full customs clearance of the Goods in the Territory. The Parties determine the warranty term for the Goods in the corresponding Appendix to the Contract. During the warranty term all shipped Goods, upon the proper shipping and storage conditions, should keep the initial properties and market condition, and should correspond to the characteristics specified in the accompanied documents and specification.

### 8.4. EXPIRATION DATE AND DATE OF MANUFACTURE

8.4.1. The Supplier is obliged to deliver all Goods with mark about EXPIRATION DATE of each item, which is not less than the agreed term at the moment of Goods shipping to the Importer; thus all Goods should have the DATE OF MANUFACTURE, which does not exceed the agreed terms at the moment of Goods shipping to the Importer. The Parties determine the EXPIRATION DATE of the Goods, and the maximum date of Goods manufacture in the corresponding Appendix to this Contract.

8.4.2. The Supplier shall send in advance the specified package of the original documents on each item of the shipped Goods; the detailed list of the documents is specified by the Parties in the Appendix to this Contract.

## ARTICLE IX. ASSISTANCE, PREPARATION AND TRAINING

9.1. The Supplier undertakes to regularly provide the Importer with free consultations and technical and commercial information, necessary to maintain the distribution and sale of the Goods to the best advantage, and to perform all conditions of this Contract.

9.2. During the first year of the Contract, the Supplier undertakes to provide the TRAININGS to employees of the Importer, and to give other technical training opportunities to Importer's employees on the separate basis. These trainings, at the discretion of the Supplier, can take place in the premises of the Supplier, or any other place, including the premises of the Importer, according to corresponding arrangements of the Parties.

9.3. The Supplier undertakes to provide regularly the TRAININGS of Importer's employees, in the amount, on conditions and according to the separate arrangements of the Parties stipulated in the corresponding Appendix to this Contract.

9.4. During the whole term of this Contract, the Supplier, in order to help the Importer to promote the trademarks of the Supplier on the market, undertakes to give/ship to the Importer SAMPLES at special prices and/or without additional payment their costs, with the specified discount from the Importer's Goods price list. The Parties specify detailed conditions in the separate Appendix to the present Contract.

## ARTICLE X. PRESCHEDULE CANCELLATION OF THE CONTRACT

10.1 The present Contract can be terminated ahead of schedule only if one of the Parties regularly does not fulfill its obligations within three calendar months after receiving the corresponding formal notice with request to fulfill such obligations.

10.2 The other Party should be notified of such prescheduled cancellation of the present Contract by registered mail, with delivery confirmation sent to the address of the addressee specified in the Contract.

#### ARTICLE XI. STOCKS. USE OF TRADEMARK/BRAND NAME. RETAILERS

11.1. Upon termination of the present Contract, irrespective of the reason for termination, the Importer has the right to sell the remaining stock of Goods within 6 months. During such period the Importer has the right to use the manufacturer's trademark/brand name and its distinctive signs, logos in accordance with this Contract. After such 12 months period, the Importer may continue to sell the Goods remaining in his possession, but should cease using the trademark/brand name of the Supplier and its distinctive signs, logos.

11.2. Upon the expiration of the present Contract, the Importer undertakes to completely stop using phrases, including in combinations with trademarks/brand name, of the Supplier, such as "exclusive distributor of Goods" or "former exclusive distributor/ former sole importer of Goods".

11.3. Agreements, made by the Importer with authorized distributors and exclusive distributors, are not terminated if this Contract is terminated.

11.4. The Parties expressly agree that the Importer, in case of termination of the present Contract, shall be personally and solely responsible for canceling agreements with third parties, and cannot lay claim for the Supplier's support and compensation of the Importer's losses, in case of any claims arising from the cancellation of such agreements. The Importer undertakes not to involve the Supplier in any lawsuits and not to bring him to responsibility on account of any rendered judicial decisions made not in his favour in connection with the cancellation of such agreements.

#### ARTICLE XII. CONFIDENTIALITY

12.1. During the term of this Contract, and after its termination, the Importer undertakes not to disclose any commercial, technical or financial information obtained in connection with this Contract, which could be of interest for the competitors of the Supplier, and that could even be indirectly detrimental to their interests.

12.2. The Supplier undertakes, for his part, during the terms of the present Contract and after its termination, not to disclose any commercial, technical or financial information obtained in connection with this Contract.

#### ARTICLE XIII. RELATIONS BETWEEN THE PARTIES

13.1. The parties expressly agree that no provision of the present Contract may be interpreted as granting the Importer the status of agent, partner, employee, representative or legal representative of the Supplier. The Importer is the separate legal entity having contractual civil-law relations with the Supplier by virtue of this or any other Contracts / Agreements.

#### ARTICLE XIV. LEGALITY

14.1. The Importer undertakes for the term of the Contract to comply with the laws, concerning import and sale of goods. The Importer is personally responsible for all licenses, permits and authorizations of any kind required by the corresponding authorities and bodies, both within and outside the sales Territory, to the extent they are necessary to fulfil the obligations set forth above. The Supplier undertakes to assist the Importer in this respect and at the first request provide him with all necessary documents for obtaining all required permissions/endorsements from controlled and other competent authorities.

14.2. The Importer should assure that the marking complies with all rules in force in the Territory, and with health regulations in particular. The Importer should immediately inform the Supplier of any changes in laws and regulations concerning the Goods and their sale in the Territory. The Importer should be personally responsible for the conformity of the product translation, especially for the packaging and labels.

14.3. If, upon termination or expiration of the Contract, the Importer holds special authorisations, permits, licenses regarding the sale or distribution of the Goods in the Territory (for example such as product approvals by the Health Ministry or similar

bodies), the Importer is not obliged to transfer such original authorisations, permits, licenses to the Supplier or to any person named by it. The Importer undertakes to provide the Supplier with the copies of the indicated documents at the first Supplier's demand.

#### ARTICLE XV. PENALTY SANCTIONS

##### 15.1. PENALTY SANCTIONS FOR THE SUPPLIER

15.1.1. For the delay of order processing by the Supplier, upon receiving the first part of the advanced payment from the Importer, the Supplier should pay the Importer, upon Importer's request, the penalty at the rate of 1% of the order amount for every day of such delay.

15.1.2. For delay of Goods shipment upon the second part of advanced payment by the Importer, according to the packing list and the confirmation of order processing, the Supplier should pay the Importer, upon Importer's request, the penalty at the rate of 2% of the order amount for every day of such delay.

15.1.3. If the packing list is provided while the order is actually not processed, the Supplier should pay the Importer, upon Importer's request, the fine at the rate of 5% of the order amount for each and every such fact.

15.1.4. For the shipment of incomplete or defective goods, or goods of different assortment, the Supplier should, except all other measures stipulated in the Contract, pay the Importer, upon Importer's request, the fine at the rate of 5% of the price of such incomplete or defective goods, or goods of different assortment.

##### 15.2. PENALTY SANCTIONS FOR THE IMPORTER

15.2.1. If the Importer refuses from the order when the first advanced payment for the order has already been made, the Importer pays the Supplier a fine at the rate of 2 % of the order amount; the amount of advanced payment made by the Importer for the specified order, excluding the amount of fine, should be returned to the Importer within 14 days.

15.2.2. If the Importer refuses from the order when the second advanced payment for the order has already been made, the Importer pays the Supplier a fine at the rate of 3% of the order amount, and the total amount paid by the Importer in advance for the specified order, excluding the amount of fine, should be returned to the Importer within 14 days.

15.2.3. For the delay of the second advanced payment for the order for more than 14 days the Importer should pay, upon the Supplier's request, the penalty at the rate of 1% of the outstanding amount for every day of delay.

15.2.4. For the delay of payment of the remaining amount for the order after the customs clearance in the Territory, the Importer should pay, upon the Supplier's request, the penalty at the rate of 1% of the outstanding amount for every day of delay.

#### ARTICLE XVI. APPLICABLE LAW AND JURISDICTION

16.1. The present Contract is subject to United States export laws.

16.2. Despite the interpretation rules applicable under United States law, both Parties expressly declare that, if any provision of the present Contract is declared null or contrary to the international legislation, such nullity would not affect the whole contract.

16.3. In case of any difficulty arising from the validity, interpretation, termination or performance of this Contract, or from the preceding agreement between the Parties, the Parties should make all efforts to seek an amicable solution.

16.4. If it is impossible to settle the disputes peacefully, the Parties agree that the disputes arising between them concerning the validity, interpretation, termination or performance of the present Contract, should be considered independent arbitration in the State of Florida, United States.

#### ARTICLE XVII. FORCE-MAJEURE

17.1. Neither of the Parties shall bear responsibility for full or partial failure to perform its obligations under this Contract, if such failure is caused by circumstances beyond the control/force majeure circumstances, which could not be foreseen and prevented by the Parties, including, without limitation, acts of God, fire, flood, storms, earthquake, other circumstances recognised by the judicial instances as force-majeure circumstances.

17.2. The Party affected by the force majeure circumstances which can not fully or partially perform its obligations under the Contract, should immediately notify in writing the other Party of the day of commencement and duration of the above circumstances. The sufficient proof of action, existence and duration of the force-majeure circumstances would be the certificates/letters issued by the Chamber of Commerce & Industry or other competent authorities at the place of occurrence of such circumstances.

17.3. If the duration of force majeure circumstances exceeds 3 months, either Party has the right to refuse from the further performance of the Contract. In such case none of the Parties has the right to demand from the other Party to indemnify losses sustained in this connection.

#### ARTICLE XVIII. DOMICILE - NOTIFICATIONS

18.1. The parties hereby give the addresses for service at the following offices. Notices are deemed duly served if sent to the following addresses:

The Supplier:  
670 N. Orlando Ave. Ste 102  
Maitland, FL 32751, USA

The Importer:  
56 Laithe Hall Avenue  
Spennithorne Grange  
Cleckheaton  
Bradford  
BD19 6UB  
West Yorkshire  
England

18.2. Notices concerning the present Contract are considered duly served if they are drafted in English and sent by one Party to the other by the registered mail with delivery receipt, or by any other means whereby the sender can confirm the addressee's receipt of the said notice.

#### ARTICLE XIX. FINAL PROVISIONS

19.1. This Contract has been made in English and signed in 2 authentic copies, one copy for each Party of the Contract, which have same legal effect.

19.2. The Parties expressly agree that in case of inconsistency and difficulties of interpretation, the English language version shall prevail.

#### 20. BANK DETAILS OF THE PARTIES:

##### THE SUPPLIER

Bank details:

[REDACTED]

[REDACTED]

Head office address and address for correspondence:  
670 N. Orlando Ave. Ste 102  
Maitland, FL 32751, USA

Tel/Fax: +1407-622-1086  
E-mail: lcc@kromamakeup.com

Legal address:  
670 N. Orlando Ave. Ste 102 Maitland, FL 32751, USA

Registration number:

THE IMPORTER

Bank details:

Correspondent bank:

Head office address and address for correspondence:  
56 Laithe Hall Avenue  
Spennings Grange  
Cleckheaton  
Bradford  
BD19 6UB  
West Yorkshire  
England  
Tel/Fax: +44 7584 503503  
E-mail: jay@kromamakeup.eu

Registration number:

VAT number: \_\_\_\_\_

VAT certificate number: \_\_\_\_\_

Account # 898029637705  
Routing # 026009593  
IBAN: Only Applies to EURO Countries  
SWIFT: KROMUS33

Please introduce the complete bank name, address, details, IBAN and SWIFT  
Bank of America, N.A. 010-51-01-01  
105 N. Mainland Ave.  
Maitland, FL 32751

Head office address and address for correspondence:  
730 Maitland Ave.  
Altamonte Springs, FL 32701, USA

Tel/Fax: +1407-622-1086  
E-mail: jee@kromamakeup.com

Legal address:  
730 Maitland Ave. Altamonte Springs, FL 32701, USA

Registration number: 26-4155986

**THE IMPORTER**

Bank details:

Correspondent bank:

Head office address and address for correspondence:

56 Lanthé Hall Avenue  
Spennithorne Grange  
Cleckheaton  
Bradford  
BD19 6UB  
West Yorkshire  
England  
Tel/Fax: +44-7584-503503  
E-mail: jaywillie1971@hotmail.com

Registration number: 7157826

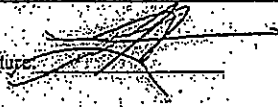
VAT number: \_\_\_\_\_

VAT certificate number: \_\_\_\_\_

The Supplier

The Importer

Signature



Signature

\_\_\_\_\_



**APPENDIX No. 1**

**TO THE CONTRACT No. 10<sup>th</sup> October 2012.**

By Lee Tillett, Inc., the limited liability company registered in Florida USA, at the registered address: 670 N. Orlando Ave. Ste 102, Maitland, FL 32751, registration number 26-4155986, represented by Mrs Lee Tillett that holds a position of President and acts on the basis of the Articles of Association, hereinafter the "SUPPLIER";

and:

the Limited liability company "KROMA MakeUP EU", the resident of the United Kingdom, represented by the Director Miss Jeanette Willey that acts on the basis of the Charter, at the legal address 56 Laithe Hall Avenue, Spen Mill Grange Cleckheaton Bradford BD19 6UB West Yorkshire, England, United Kingdom, 04050, registration number 8166861, hereinafter called the "IMPORTER":

**1. Territory**

According to the Contract the Importer has sole import and distribution rights for the following sales territory: the territory of Europe.

**2. Recommended distribution method**

The Supplier recommends to the Importer to carry out Goods sales in the Territory as follows: through sole distributorships or authorised sales outlets, department stores, beauty salons, perfumeries, and pharmacies by mail, via Internet.

**3. Storage/transportation conditions**

It is obligatory to meet following demands as to the storage and transportation conditions: to store Goods in a dry and dark place at the temperature from 15°C to 25°C.

**4. Goods ordering procedure**

**4.1. PLACING OF ORDERS**

The importer should place his orders in written form by e-mail sent to the Supplier at the following e-mail address of the Supplier [lee@kromamakeup.com](mailto:lee@kromamakeup.com) using the agreed electronic purchase order form. An example of such form is set out in separate Appendix. The orders can also be sent in simple written form (by mail or by fax).

#### 4.2. ORDER CONFIRMATION

Upon receiving the Goods Order from the Importer, the Supplier should *within 3 working days* confirm in writing via the following e-mail \_\_\_\_\_ and jay@jaywilley.com the **possibility and terms of the Order fulfillment**; in addition, the Supplier sends the confirmation of the order to the Importer by fax and mail (using the number or address named in the Contract).

#### 4.3. THE FIRST PART OF THE ADVANCE PAYMENT

Upon receiving the order confirmation, the Importer should **pay the established amount of the first advanced payment for this order within 14 working days**; after this, the Supplier begins to **process this order**. By paying the first part of the advanced payment, the Importer testifies his final decision to order the Goods.

#### 4.4. ORDER PLACEMENT

The order **should be completely processed** by the Supplier *within 14 working days* after receiving the first part of the specified advanced payment from the Importer.

#### 4.5. THE NOTIFICATION OF THE ARRANGED DATE OF SHIPMENT

The Supplier, in written form, via e-mail that is specified by the Parties (with obligatory duplication by fax and mail), **notifies the Importer about the date of the order delivery, but not later than 7 working days before the planned date of shipment**. Such date should be planned for **not later than in 21 days** after the receiving from the Importer of the first part of the agreed advance payment.

#### 4.6. THE NOTIFICATION OF THE READINESS AND PLACEMENT OF THE ORDER

Once the order is processed, the Supplier immediately notifies the Importer about order placement in written form via e-mail (with obligatory duplication by fax and mail), and **provides the packing list and Invoice** for the placed order.

#### 7.7. THE SECOND PART OF THE ADVANCED PAYMENT

Having received from the Supplier the packing list and invoice, which are considered to be the notification of order placement, the Importer will make the second payment for the placed order within 14 working days after receipt of goods.

#### 4.8. TRANSFER-DELIVERY OF THE ORDER, DELIVERY TERM

Upon receiving the first payment, the Supplier transfers and delivers the ordered Goods to the Importer within 14 days after the date of receipt of the first advance payment in the established amount, within the term of the planned date of shipment.

#### 4.9. FINAL PAYMENT FOR THE ORDER

The Importer pays the remained unpaid amount with a deferment of payment within 14 working days after customs clearance of the Goods by the Importer in the Territory.

#### **4.10. RETURN OF ORDER**

If the customs clearance of the order in the Territory is not completed in 30 calendar days due to the Supplier's fault because of non furnishing by the Supplier all the documents previewed by the present Contract and/or delivering by the Supplier dangerous Goods, which don't meet the appropriate requirements of hygiene, phytosanytary, radiological norms and/or don't coincide appropriate shipping documents, the Importer returns the order to the Supplier at the expense of the responsible Party; thereat, all payments for the placed order made earlier are subject to full return to the Importer.

#### **4.11 CONSUMER PROTECTION RETURNS**

Under the Consumer Protection (Distance Selling) Regulations 2000, any orders taken from my website will automatically entitles that customer to a right of cancellation of the order 7 days after the Goods have been delivered. Therefore the Importer will receive an import credit that can be redeemed in product, training, or other materials that the supplier deems sufficient.

#### **5. Accompanying documents on Goods**

Except specified in the Contract the Supplier should give following accompanying documents on every order of Goods: the electronic copy of the export declaration has to be immediately sent to the Importer by the Supplier after dispatching the Goods to the Carrier.

#### **6. Packaging and the labelling of Goods**

Except the requirements specified in the Contract on packing and labeling of Goods, there are following obligatory additional requirements concerning each order of Goods: The Supplier undertakes to provide each item of the shipped Goods with a label in Ukrainian the according to the Ukrainian law.

#### **7. SGS Laboratory analysis of chemical compound of Goods**

The Supplier should provide the detailed analysis of chemical compound of Goods by the corresponding local SGS laboratory and the details about the limits of possible variances of some parameters in different consignments of Goods, separately.

#### **8. Trainings for the Importer's employees**

During the first year of the Contract, the Supplier undertakes to provide trainings and give other technical training opportunities to 2 and more employees of the Importer for approximately 2 days.

These trainings, at the discretion of the Supplier, can take place in the premises of the Supplier, or any other place. The trainings are provided free of charge and the Importer shall bear the travel costs of its staff.

If the training is provided by the Supplier's representative in the Territory, the Importer bears all travel expenses, meal and hotel costs of the Supplier's representative.

The Supplier undertakes to provide regularly the trainings of Importer's employees, not less than once a year in the amount, on conditions and according to the Training Program, annexed to the present Contract as a separate **Appendix**.

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**APPENDIX No.2  
TO THE CONTRACT No.1 of 10<sup>th</sup> October 2012**

By Lee Tillett, Inc., the limited liability company, registered in Florida USA, at the registered address: 670 N. Orlando Ave. Ste 102, Maitland, FL 32751, registration number 26-4155986, represented by Mrs Lee Tilet that holds a position of President and acts on the basis of the Articles of Association, hereinafter the "SUPPLIER",  
and:

the Limited liability company "KROMA MakeUp EU", the resident of the United Kingdom, represented by the Director Miss Jeanette Willey that acts on the basis of the Charter, at the legal address 56 Laithe Hall Avenue, Spen Mill Grange Cleckheaton Bradford BD19 6UB West Yorkshire, England ; United Kingdom, 04050, registration number 8166861, hereinafter called the "IMPORTER":

**1. List of Goods, PRICE LIST, specification, parameters, description, trade marks/brand names and other intellectual property documents**

According to the present Contract The Supplier delivers to the Importer the Goods under the following trade marks:

"KROMA Makeup By Lee Tillett,  
Created By Nature, Refined by Lee Tillett,  
KROMA Means Color/KROMA Means KOLOUR  
NATURAL.TRENDY.LIMITLESS  
TELIA™"

1.1. The detailed List of Goods of the Supplier; their detailed specification, description, parameters, properties, quality description, corresponding trade marks are separately provided by the Supplier and constitute separate Appendix to the Contract and are an integral part of it.

1.2. The duly certified copies of Certificates on the used by the Supplier trade marks/brand names of Goods supplied according to the Contract are separately provided by the Supplier and are included to the Appendix to the Contract that is an integral part of it.

**2.Terms and conditions of Goods supply**

The Goods are supplied by the Supplier to the Importer according to the Contract upon the EXW terms place MAITLAND country USA address 670 N. ORLANDO AVE. STE 102 , in compliance with the Incoterms-2000, subject to the following Additional conditions:

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### **3. TERMS OF PAYMENT FOR THE GOODS**

**A) Exclusively only for the first delivery of the Goods the following changed settlement of payment is applied:**

60% of the value of the first order is transferred by the Importer in advanced payment after the confirmation by the Supplier of the received order and issue of the corresponding Invoice for the Goods.

The remaining 40% of the value of the first order is paid by the Importer by advanced payment directly before the transfer of the Goods to the transporter after receiving from the Supplier corresponding packing list.

**B) For subsequent supplies of all consignments of the Goods after the first one, the standard settlement of the payment, determined by the present Contract, is applied**

#### **Terms of payment for the Goods and settlement of payment**

4.0 After confirmation by the Supplier of the received order and after he issues the corresponding Invoice, the Importer should pay the first part of the advanced payment comprising **60%** of the total value of the order according to the Invoice. Such payment should be made within the term established by the Parties.

4.1 After the Importer receives the Suppliers confirmation of order processing and the corresponding packing list, the Importer should pay the Supplier within the term specified by the Parties the second part of the advance payment comprising **40%** of the total value of the order according to the Invoice.

4.2 In the case of non payment by the Importer of the remaining amount the Supplier has the right to terminate the Contract and sell the Goods to the other persons in the Territory only in case of written notice of the Importer about the necessity of such payment and non-fulfillment of this requirement by the Importer within 3 months.

4.3 The Parties agreed that the Supplier issues all the Invoices and The Importer does all the payments according to The Contract only in the following currency **USA Dollar**. The Supplier undertakes to provide The Importer with appropriate bank details for the indicated currency. The Invoices and the payments according to The Contract can be done in other currencies only by the mutual written consent of the both Parties.

#### **5. Warranty term**

Under the terms of this Contract the Supplier determines the **18 months warranty term** for all the supplied Goods from the moment of full customs clearance of the Goods in the Territory of The Importer.

**6. Expiration Date**

The Supplier is obliged to deliver all Goods with mark about **expiration date** of each item, which should be not less than 20 months at the moment of Goods shipping by The Supplier to the Carrier.

**7. Date Of Manufacture**

The Supplier should deliver all Goods with mark about the **Date of Manufacture**, which does not exceed 3 months at the moment of Goods shipping to the Importer.

**8. Testers and Samples**

8.1. During the whole term of this Contract, the Supplier undertakes to give/ship to the Importer **Samples**, without any special payment for them in the quantity non less than 5% each ordered consignment of the Goods; the only payment for them is the payment for the appropriate consignment of Goods.

8.2. In case of need bigger quantity of Samples The Importer can buy from The Supplier extra quantity of Testers and Samples with the agreed 50% discount of the price cost.

**9. Advertising/Marketing Products**

9.1. During the whole term of this Contract, the Supplier undertakes to give/transfer to the Importer the **Samples and Advertising/Marketing Products**, free of charge, and in the amount not less than 10% for each ordered consignment of Goods. The only payment of the Importer for such Samples and advertising/marketing products is a payment for the ordered consignment of Goods.

9.2. The Supplier provides the Importer with **necessary access right to his server** for download various digital advertising/marketing products for its further translation, revision and using for promotion of The Goods at the Territory

**=CONFIDENTIAL=**

**APPENDIX No. 3  
TO THE CONTRACT 1 from Date 10<sup>th</sup> October 2012**

By **Lee Tillett, Inc.**, the limited liability company, registered in Florida USA, at the registered address: 670 N. Orlando Ave. Ste 102, Maitland, FL 32751, registration number 26-4155986, represented by Mrs Lee Tillet that holds a position of President and acts on the basis of the Articles of Association, hereinafter the "**SUPPLIER**",

and:

the Limited liability company "**KROMA MakeUp EU**", the resident of the United Kingdom, represented by the Director Miss Jeanette Willey that acts on the basis of the Charter, at the legal address 56 Laithe Hall Avenue, Spen Mill Grange Cleckheaton Bradford BD19 6UB West Yorkshire, England, United Kingdom, 04050, registration number 8166861, hereinafter called the "**IMPORTER**",

- 1. The Parties agreed the following pricing: Importer agrees to purchase products from Supplier at 70% off of recommended retail price.**
- 2. The Parties agree that pricing can be considered on a case by case basis depending upon market activity of the importer.**