

JE JOUE

Distributor/Retailer MAP 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 and Ooh product lines – as well as 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. (This applies to all SKU's related to products below):

Toy	Price
Ami	\$ 59.00
Mimi	\$ 89.99
Mimi Soft	\$ 94.99
Uma	\$ 99.00
Fifi	\$ 119.00
Mio	\$ 109.00
G-Kii	\$ 119.00
Ami +	\$ 29.00
Nuo V.2.	\$ 139.00
Dua V.2.	\$ 139.00
Classic Bullet	\$59.00
G-Spot Bullet	\$59.00
Rabbit Bullet	\$59.00

Toy	Price
Pleasure Kits	\$ 70.00
Motors	\$ 45.00
Individual shapes	\$ 15.00

Retailer may not directly or indirectly discount said advertised prices in any manner without prior permissions, including but 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

As of May 1st 2019, retailers are fully restricted from listing and selling Je Joue products on any 3rd party website, not owned by the retailer themselves. This includes (but is not limited to) Amazon, Ebay, Craigslist etc. This includes selling to these platforms directly. Should listings be found on these websites, Je Joue and its distributors will cease supplying our products to your company indefinitely. Je Joue actively monitors how its product is distributed.

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 the United Kingdom.

Entire Agreement

This instrument constitutes the entire Agreement between the parties with regard to the sale of the Je Joue products 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 the distributor and manufacturer.

Signature:

Date:

Print Name:

Title:

Parent Company:

Website(s):

Signature of Officer:

Print Name:

Date:

Title: