

VANITY VISION

Address: BLOCK S, S-14-09, BPTP, SECTOR 75, Faridabad, Faridabad, Haryana, 121006, India

Phone: +918882346470

Email: contactvanityvision@gmail.com

Website: www.vanityvision.co.in

EXCLUSIVE DISTRIBUTION AND MANUFACTURING AGREEMENT

This Exclusive Distribution and Manufacturing Agreement (referred to as the "Agreement") is made effective as of **February 22, 2024**, by and between:

Party A:

NGUYEN VAN QUANG

Address: Xom 8, LIEN THANH, Huyen Yen Thanh, Tinh Nghe An, 43000, VN

Party B:

VANITY VISION

A business involved in the production of dietary supplements

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WHEREAS, operating under the trade name "VANITY VISION," functions as a manufacturer of dietary supplements; and

WHEREAS, identified as "NGUYEN VAN QUANG," is duly authorized by the owner of the SOTALIX SUPPLEMENT brand, HIEN NGUYEN, to exclusively promote and sell SOTALIX SUPPLEMENT brand dietary supplements manufactured by VANITY VISION;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the parties hereby agree as follows:

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I. PRODUCTS

1.1 Manufacturing and Supply: VANITY VISION undertakes to produce, package, and supply authentic SOTALIX SUPPLEMENT dietary supplements to NGUYEN VAN QUANG, in accordance with mutually agreed specifications, quality standards, and quantities in writing. Manufacturing processes shall adhere to Good Manufacturing Practice (GMP) standards.

1.2 Research and Development: The parties acknowledge the potential for ongoing collaboration in research and development to introduce innovative products within the SOTALIX SUPPLEMENT brand. Terms and conditions for such collaboration will be separately negotiated.

1.3 Quality Control: VANITY VISION shall uphold rigorous quality control measures to ensure SOTALIX SUPPLEMENT brand dietary supplements meet or exceed industry standards. NGUYEN VAN QUANG agrees to actively participate in monitoring and maintaining these quality standards.

II. DISTRIBUTION

2.1 Marketing and Promotion: Both parties shall collaborate on marketing and promotional activities to enhance the sales and visibility of SOTALIX SUPPLEMENT brand dietary supplements. Expenditures for such activities shall be agreed upon in advance, with NGUYEN VAN QUANG primarily responsible for marketing efforts.

2.2 Stocking and Display: VANITY VISION agrees to maintain adequate stock levels to meet NGUYEN VAN QUANG's demands. NGUYEN VAN QUANG agrees to maintain attractive and organized displays of SOTALIX SUPPLEMENT brand dietary supplements in its sales outlets.

2.3 Online Presence: NGUYEN VAN QUANG is granted the right to market and sell SOTALIX SUPPLEMENT brand dietary supplements through online channels, subject to compliance with any

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agreed-upon guidelines and restrictions.

III. TERM

This agreement shall be effective from **February 22, 2024**, and shall remain in effect until the termination date of **February 22, 2027**, unless earlier terminated as outlined herein.

IV. PRICING AND PAYMENT

4.1 Pricing: Pricing for SOTALIX SUPPLEMENT brand dietary supplements shall be mutually agreed upon in writing and may be subject to periodic review and adjustment. The parties agree to negotiate in good faith regarding pricing changes.

4.2 Payment Terms: Payment for products shall be made by NGUYEN VAN QUANG to VANITY VISION following agreed-upon payment terms. Late payments may incur interest charges as specified in a separate payment agreement.

4.3 Volume Discounts: The parties may explore volume-based discounts and incentives, which shall be mutually agreed upon in writing.

V. CONFIDENTIALITY

Both parties agree to maintain confidentiality regarding any proprietary information disclosed by the other party during the term of this agreement, including but not limited to product formulations, pricing structures, marketing strategies, and business plans.

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VI. TERMINATION

Either party may terminate this agreement with written notice if the other party breaches any material term of this agreement. Termination shall not relieve either party of any obligations arising prior to termination.

6.1 Transition Period: In the event of termination, the parties shall collaborate during a reasonable transition period to facilitate the transfer of responsibilities and inventory to ensure a smooth transition.

6.2 Inventory Return: Upon termination, NGUYEN VAN QUANG may return any unsold, non-expired inventory of SOTALIX SUPPLEMENT brand dietary supplements to VANITY VISION. Return shipping costs and conditions shall be mutually agreed upon.

VII. GOVERNING LAW AND DISPUTE RESOLUTION

7.1 Governing Law: This agreement shall be governed by and construed in accordance with the laws of India.

7.2 Arbitration: Any disputes arising out of or in connection with this agreement shall be resolved through arbitration in accordance with the rules of India. The decision of the arbitrator(s) shall be final and binding on both parties.

VIII. MISCELLANEOUS

8.1 Force Majeure: Neither party shall be liable for any failure or delay in performance under this agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, and natural disasters.

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8.2 Amendments: This agreement may be amended only in writing and signed by both parties.

8.3 Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, understandings, and agreements, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Exclusive Distribution and Manufacturing Agreement as of the Effective Date first above written.

Party A: NGUYEN VAN QUANG

Signature: _____

Name: _____

NGUYEN VAN QUANG

Party B: VANITY VISION

Signature: _____

Name: _____

Title: _____

Meenukshi Bhatti
Proprietor

