

# VANITY VISION

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

Phone: +918882346470

Email: [contactvanityvision@gmail.com](mailto:contactvanityvision@gmail.com)

Website: [www.vanityvision.co.in](http://www.vanityvision.co.in)

-----\*\*\*-----

## EXCLUSIVE DISTRIBUTION AND MANUFACTURING CONTRACT

This Exclusive Distribution and Manufacturing Contract (the "Contract") is made effective as of **July 22, 2024**, by and between:

### TRAN THI PHONG

Address: 7/5B My Hue, Xa Trung Chanh, Huyen Hoc Mon, TP Ho Chi Minh 700000, VIETNAM

and

### VANITY VISION

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

Phone: +918882346470

Email: [contactvanityvision@gmail.com](mailto:contactvanityvision@gmail.com)

Website: [www.vanityvision.co.in](http://www.vanityvision.co.in)

WHEREAS, VANITY VISION operates as a manufacturer of dietary supplements and has been authorized by DO THI VINH, the owner of the VEGATOT brand, to exclusively manufacture VEGATOT dietary supplements; and

WHEREAS, TRAN THI PHONG has been authorized by DO THI VINH, the owner of the VEGATOT brand, to exclusively promote and sell VEGATOT dietary supplements produced by VANITY VISION,

NOW, THEREFORE, in consideration of the mutual covenants and valuable considerations set forth below, the parties agree as follows:

## I. PRODUCTS

**1.1 Manufacturing and Supply:** VANITY VISION agrees to manufacture, package, and supply authentic VEGATOT dietary supplements to TRAN THI PHONG, adhering to the agreed specifications, quality standards, and quantities. All manufacturing will comply with Good Manufacturing Practice (GMP) standards.

**1.2 Research and Development:** The parties acknowledge potential future collaboration in research and development to introduce innovative products under the VEGATOT brand, with terms to be negotiated separately.

**1.3 Quality Control:** VANITY VISION will enforce stringent quality control measures to ensure that VEGATOT dietary supplements meet or exceed industry standards. TRAN THI PHONG will actively monitor and uphold these quality standards.



# VANITY VISION

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

Phone: +918882346470

Email: [contactvanityvision@gmail.com](mailto:contactvanityvision@gmail.com)

Website: [www.vanityvision.co.in](http://www.vanityvision.co.in)

\*\*\*

## II. DISTRIBUTION

**2.1 Marketing and Promotion:** The parties will collaborate on marketing and promotional activities to enhance the visibility and sales of VEGATOT dietary supplements. All expenses for these activities will be mutually agreed upon, with TRAN THI PHONG primarily responsible for marketing efforts.

**2.2 Stocking and Display:** VANITY VISION will supply sufficient stock to meet TRAN THI PHONG's needs. TRAN THI PHONG agrees to maintain well-organized and attractive displays of VEGATOT dietary supplements in its sales outlets.

**2.3 Online Presence:** TRAN THI PHONG is granted the right to market and sell VEGATOT dietary supplements through online platforms, provided all guidelines and restrictions are followed.

## III. TERM

This Contract will be effective from **July 22, 2024**, until **July 22, 2027**, unless terminated earlier as provided herein.

## IV. PRICING AND PAYMENT

**4.1 Pricing:** The pricing for VEGATOT dietary supplements will be mutually agreed upon in writing and may be periodically reviewed and adjusted. Both parties agree to negotiate pricing changes in good faith.

**4.2 Payment Terms:** Payments will be made by TRAN THI PHONG to VANITY VISION as per the agreed terms. Late payments may incur interest as outlined in a separate payment agreement.

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

## V. CONFIDENTIALITY

Both parties agree to maintain the confidentiality of any proprietary information shared during the term of the Contract, including but not limited to product formulations, pricing structures, marketing strategies, and business plans.

## VI. TERMINATION

Either party may terminate this Contract with written notice if the other party breaches any material terms. Termination will not relieve either party of obligations incurred before termination.

**6.1 Transition Period:** In the event of termination, the parties agree to a reasonable transition period to facilitate the transfer of responsibilities and inventory.



# VANITY VISION

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

Phone: +918882346470

Email: [contactvanityvision@gmail.com](mailto:contactvanityvision@gmail.com)

Website: [www.vanityvision.co.in](http://www.vanityvision.co.in)

\*\*\*

**6.2 Inventory Return:** Upon termination, TRAN THI PHONG may return any unsold, non-expired VEGATOT dietary supplements to VANITY VISION, with return shipping conditions to be mutually agreed upon.

## VII. GOVERNING LAW AND DISPUTE RESOLUTION

**7.1 Governing Law:** This Contract will be governed by the laws of India.

**7.2 Arbitration:** Any disputes arising from this Contract will be resolved through arbitration under Indian law, with the arbitrator's decision being final and binding.

## VIII. MISCELLANEOUS

**8.1 Force Majeure:** Neither party will be held liable for any failure or delay in performance due to circumstances beyond their control, such as natural disasters, war, strikes, or acts of God.

**8.2 Amendments:** Any amendments to this Contract must be in writing and signed by both parties.

**8.3 Entire Contract:** This Contract constitutes the entire understanding between the parties, superseding all prior negotiations and agreements.

IN WITNESS WHEREOF, the parties have executed this Exclusive Distribution and Manufacturing Contract as of the effective date stated above.

**Party A: TRAN THI PHONG**

Signature: Phong  
Name: TRAN THI PHONG

**Party B: VANITY VISION**

Signature: Meenakshi Bhat  
Name: Meenakshi Bhat  
Title: Proprietor

