

Visual Edge, Inc.

Distributor Agreement & Terms V1.3

09/15/11

Thank you for becoming a distributor for Visual Edge, Inc. (VE). VE is a manufacturer of Reading/Writing Slant Boards and complimentary products. Due to this, our 'business model' caters to the uniqueness of our line.

This Authorized Distributor Agreement is effective between Visual Edge, Inc. (VE) and _____ (Distributor) when signed by both parties.

1. Acceptance of Terms and Conditions: Distributor must place an order for a minimum of 3 Cases or more annually of one or more of the product lines to maintain Distributorship status with VE. Pricing for VE product will be set at the signing of the agreement and will be updated annually. Pricing will be based on the total quantity agreed to purchase over the duration of this agreement. VE products will be shipped to the Distributor on an as needed basis. Distributor will be charged only for VE products shipped. Shipping and Handling (S&H) charges will apply to each shipment. At the end of the Agreement balance of products not already delivered will be shipped and charged to Distributor.

CASE QUANTITY ORDERED: _____ UNIT COST: _____ PER SLANT BOARD
CASE QUANTITY ORDERED: _____ UNIT COST: _____ PER LAP PILLOW
CASE QUANTITY ORDERED: _____ UNIT COST: _____ PER MAGNET SET
CASE QUANTITY ORDERED: _____ UNIT COST: _____ PER DRY ERASE MARKERS

2. Retail/Internet/Catalog Distributor represents that it sells merchandise on the Internet (if the Distributor desires to maintain a website), using the following website(s): _____

3. Product Images: Distributor will only use images provided by VE unless approved in writing by VE. In addition, Distributor will maintain a high quality website appearance as determined by VE management if the Distributor desires to maintain a website.

4. Distributor requirements:

1st Distributor agrees to provide VE Credit Card information to keep on file and authorize VE to charge the Distributor for the amount of product requested to be delivered plus S&H throughout the duration of this Agreement.

2nd Distributor may not sell VE products on ebay.com or similar auction sites. Distributor will register, when requested by VE, which website VE products are sold.

3rd Distributor will display VE logo on website and price all VE products in a manner that is favorable to VE's image and reputation and the public's perception of the value of its products as determined by VE management.

4th Manufacturer's suggested retail will be recognized as Minimum Acceptable Pricing (M.A.P.). Distributor may sell for more than M.A.P.

5th Distributor will provide some form of Tax ID authorizing resale of a product to avoid Sales Tax on our end.

6th Distributor will provide quality customer service to its customers that buy VE products.

7th Distributor staff will be completely familiar with VE's product features and functions.

8th VE will monitor websites for compliance.

5. Term and Termination: The term of this Agreement shall be for one (1) year from the date of both parties' signing. If at the end of this agreement and the entire quantity the Distributor agreed to purchase has not been delivered, the remainder will be delivered to the Distributors' and their Credit Card on file will be charged the remaining balance for the product plus S&H. This Agreement may be canceled for any violations of this agreement after three (3) days written notice.

6. Non-Exclusivity: This Agreement does not give any Distributor any exclusivity to selling VE products. Likewise, Distributor may sell other products similar to VE, and VE will sell to other Distributors.

7. Arbitration: Any disputes will be settled by arbitration in San Diego, California.

8. Attorney's Fees: The successful party will be entitled to recover reasonable fees and costs as decided by arbitrator.

DISTRIBUTOR

Visual Edge, Inc.

By: _____
Name

By: _____
Name

Title

Title

Signature

Signature

Date

Date

