

International Distributor Agreement for the sale of the product: "Xtreme Ice Skate."

Xtreme Ice Skating Corp.
2912 Bayview Avenue,
Baldwin N.Y. 11510 United States of America

DISCLAIMER:

This Agreement, is made and entered into this (list the day)_____ day of (list the month)_____ by and between (full first and last name)_____, and Xtreme Ice Skating Corp with offices at Long Island, New York the United States of America, (hereinafter called "Manufacturer") and (company name or entity)____ ("Distributor"), with offices at (list full city, state, country)_____.

The parties hereto agree as follows:

I. RECITALS:

1. Distributor shall act as an exclusive distributor of Manufacturer: Xtreme Ice Skating Corp, as described in attached Exhibit A ("Products" - found at the very bottom of this document) throughout the country of _____ (referred to as the "Territory").
2. Manufacturer presently offers a line of ice-skates for sale under the "Xtreme Ice Skating" and "XIS (Xtreme Ice Skate)" brand names ("Product" or "Products") and desires to continue to market such products in (country)_____.
3. Distributor currently has sufficient resources, personnel and experience which would enable Distributor to market and sell these products for the manufacturer in (country)_____.
4. Manufacturer and Distributor would like to enter into an agreement whereby Distributor would use its existing resources, personnel and experience to market certain of the Products in (country)_____.

II. DUTIES AND OTHER OBLIGATIONS OF DISTRIBUTOR:

1. Manufacturer hereby appoints Distributor on an exclusive basis as its sole distributor for the sale of the Products described in Exhibit 2 (shown below) during the term of this Agreement.

Distributor shall not place orders for Products in a calendar year in amounts greater than Distributor reasonably believes can be sold in the season beginning in the current year and shall orderly liquidate any overstock of prior season's Products. Manufacturer reserves the right to add or delete specific products from the Products covered by this Agreement and to change the design or specification of Products, to delete Product models or lines, and to add Product models and lines in the Manufacturer's sole discretion.

2. Distributor shall comply with all applicable laws, statutes, regulations and treaties relating to the marketing, sale and distribution of the Products in the Territory and the performance of Distributor's

duties and obligations hereunder and obtain all governmental import, product registration, currency (including foreign exchange) and other approvals, licenses or authorizations.

3. Distributor agrees to actively and diligently promote the sale of the Products in the Territory during the Term hereof. Manufacturer shall refer to Distributor inquiries for Products in the Territory.

4. Distributor agrees to promote in the Territory the Manufacturer's names and the Products during the Term hereof. Distributor agrees to notify Manufacturer of any leads of interest granted for any products.

5. Distributor shall employ competent and professional service to customers. *As part of Distributor's obligations under this Agreement, Distributor agrees to provide, at Distributor's expense, any and all repair or other Product service of the Products after they have been sold or otherwise distributed by Distributor to any customer.*

6. Distributor shall prepare, at Distributor's cost, a reasonable number of catalogs, brochures or other promotional materials which may be reasonably necessary to promote the sale of the Product. Distributor shall translate, at its own expense, all user and technical manuals and advertising and marketing information with respect to the Products into the (list your language) _____ and provide Manufacturer with advance copies (in both English and _____) of all such materials for approval by Manufacturer. Copies of any such material shall be approved in advance by Manufacturer with English language translation of any foreign language text. Distributor shall assign all copyrights in such translations to Manufacturer. Distributor shall have a non-exclusive right during the term of this Agreement, in connection with its activities pursuant to this Agreement, (i) to use such translations, and (ii) to incorporate such translations into its own manuals, advertising and marketing information. Manufacturer shall not be liable for translation errors made by Distributor or at Distributor's direction or for the non-conformance of such translated materials with laws and regulations in force from time to time in the Territory. Distributor shall indemnify and hold Manufacturer harmless to the extent that a third party brings claims against Manufacturer based on such errors or non-conformance.

7. Manufacturer is appointing Distributor hereunder with respect to the resale of Products to any purchasers whose principal place of business is located in the following described territory (the "Territory"): Japan.

8. Distributor shall not solicit orders for any Product from any prospective purchaser with its principal place of business located outside the Territory. If Distributor receives an order for any Product from a prospective purchaser whose principal place of business is located outside the Territory, Distributor shall immediately refer that order to Manufacturer. Distributor shall not accept any such orders. Distributor may not deliver or tender (or cause to be delivered or tendered) any Product outside of the Territory. Distributor shall not sell any Product to a purchaser if Distributor knows or has or should have reason to believe that such purchaser intends to remove that Product from the Territory.

9. Manufacturer reserves the right, in its sole discretion, at any time upon thirty (30) days' prior written notice to Distributor, to expand or reduce in any manner the Products which are covered by this Agreement.

10. Distributor shall maintain satisfactory international communications with the Manufacturer on a monthly basis.

III. ASSISTANCE BY MANUFACTURER:

Manufacturer agrees to furnish Distributor with reasonable quantities of Manufacturer's catalogs, manuals, advertising literature and other sales aids that may be available by Manufacturer. Any such sales aids provided shall be in English. Manufacturer further agrees to provide Distributor with reasonable home office support and technical assistance upon terms and conditions to be agreed upon from time to time.

IV. INTELLECTUAL PROPERTY RIGHTS:

Distributor shall not use Manufacturer's trade names and/or trademarks without the prior, express written consent of Manufacturer. Under no circumstances shall Distributor, at any time, use Manufacturer's trade names, trademarks or other proprietary information as part of Distributor's corporate or trade name. Upon termination of this Agreement, Distributor shall remove all references to Manufacturer from its letterheads, advertising literature and places of business, and shall not thereafter use any similar or deceptive name or trademark intending to give the impression that there is any relationship between the parties.

V. SALES FORCE:

Distributor shall maintain a competent and experienced sales force sufficient to adequately serve the Territory. If sufficient and competent sales force can not be maintained, the Manufacturer must be notified immediately.

VI. CUSTOMER SERVICING:

Distributor agrees to notify Manufacturer if it opens any new permanent addresses or closes or ceases to operate through any of its permanent addresses.

VII. ORDERS/ACCEPTANCE/PRICE AND TERMS:

1. All orders from Distributor are subject to approval and final acceptance by Manufacturer. Price lists to Distributor shall be as set forth in Exhibit B (as revised from time to time by Manufacturer in its sole discretion) in effect on date of shipment. For nonstandard Products which are sold to Distributor for resale, the price shall be as quoted to Distributor at time of inquiry, provided that the inquiry is within thirty (30) calendar days of order entry.
2. Payment to Manufacturer by Distributor shall be in United States currency. Upon the placing of order(s), Distributor shall cause an irrevocable confirmed letter of credit to be issued by a United States financial institution satisfactory to Manufacturer, in favor of said Manufacturer, unless another arrangement is previously approved in writing by Manufacturer.
3. Distributor shall order Products from Manufacturer by submitting an electronic purchase order using the Manufacturer's purchase order system (Paypal) and identifying the Products ordered, requested delivery date(s) and any export/import information required to enable Manufacturer to fill the order. All orders for Products are subject to acceptance or rejection by Manufacturer's V.P. Sales/International at Manufacturer's office at 2912 Bayview Avenue Baldwin New York the United States of America in Manufacturer's sole discretion. Manufacturer shall have no liability to Distributor with respect to purchase orders which are not accepted; provided, however, that Manufacturer Xtreme Ice Skating Corp will not unreasonably reject any purchase order for Products which do not require any modifications or additions in order to meet the specifications of Distributor or its customers. Manufacturer may allocate production among Distributor, other distributors, dealers and others as the Manufacturer deems appropriate in its

sole discretion if orders exceed scheduled production and scale shipments over several months.

4. If a purchase order is accepted in accordance with Section 3 above, the prices for Products covered by such purchase order shall be Manufacturer's net distributor prices ex works the shipment location for export sales in comparable quantities, which are in effect on the date of Manufacturer's acceptance. Manufacturer may from time to time change those prices, such change being effective immediately upon Distributor's receipt of notice thereof; provided, - - however, that no price change shall affect purchase orders offered by - - Distributor and accepted by Manufacturer prior to the date such price change becomes effective.

5. Distributor shall be free to establish its own pricing for Products which it sells. Distributor shall notify Manufacturer of its pricing, as in effect from time to time.

6. The ultimate shipment of orders to Distributor shall be subject to the right and ability of Manufacturer to make such sales, and obtain required licenses and permits, under all decrees, statutes, rules and regulations of the government of the United States and agencies or instrumentals thereof presently in effect or which may be in effect hereafter. Any order which has been accepted by Manufacturer but which cannot be fulfilled due to such decrees, statutes, rules and regulations shall be considered to have been rejected when submitted to Manufacturer for acceptance or rejection.

7. Distributor hereby agrees: to assist Manufacturer in obtaining any such required licenses or permits by supplying such documentation or information as may be requested by Manufacturer; to comply with such decrees, statutes, rules and regulations of the government of the United States and agencies or instrumentals thereof; to maintain the necessary records to comply with such decrees, statutes, rules and regulations not to export any Products except in compliance with such decrees, statutes, rules and regulations to obtain all governmental approvals and licenses necessary to import the Products into the Territory; not to sell, transfer or otherwise dispose of Products in violation of the export laws of the United States; and to indemnify and hold harmless Manufacturer from any and all fines, damages, losses, costs and expenses (including reasonable attorneys' fees) incurred by Manufacturer as a result of any breach of this subsection by Distributor or any of Distributor's customers.

8. Unless Distributor requests otherwise, all Products ordered by Distributor shall be packed for shipment and storage in accordance with Manufacturer's standard commercial practices. It is Distributor's obligation to notify Manufacturer of any special packaging requirements (which shall be at Distributor's expense). Shipment dates shall be those specified in Manufacturer's confirmation of acceptance of Distributor's purchase order, unless otherwise agreed between the parties. *Risk of loss and damage to a Product shall pass to Distributor upon the removal of such Products from Manufacturer's facility.* Notwithstanding anything contained herein, Manufacturer shall have the right to make partial shipments and each shipment shall be deemed a separate sale. Further, all delivery dates are estimates only. Shipment shall be ex works Manufacturer's Long Island, New York facility or other facility designated by Manufacturer.

The Manufacturer warrants that the Products are free from defect in materials and workmanship and conform to the Manufacturer's standard product specifications. All claims for non-conforming shipments must be made in writing to Manufacturer within three (3) months of the passing of risk of loss and damage, as described above. Any claims not made within such period shall be deemed waived and released. Distributor is responsible for any damage to Products if the damage occurs after the Products have been delivered ex works from the shipment facility to a carrier.

9. *Distributor shall, within thirty (30) days after receiving notice of Manufacturer's acceptance of a*

Purchase Order, establish a confirmed Irrevocable Letter of Credit ("ILC") in favor of Manufacturer issued by a bank chartered in the United States acceptable to Manufacturer (the "Bank"), payable in U.S. Dollars, in an amount equal to the total then-current distributor prices ex works Manufacturer's factory at Long Island, NY, of the Products ordered under such Purchase Order. The ILC shall be in a form satisfactory to Manufacturer and shall provide that Manufacturer may draw upon it in full upon presentation to the Bank of two (2) copies of a certificate of Manufacturer that it has tendered such Products at Manufacturer's factory at Long Island, New York in accordance with Section 2 hereof. No part of any amount payable to Manufacturer hereunder may be reduced due to any counterclaim, set-off, adjustment or other right which Distributor might have against Manufacturer, any other party or otherwise.

10. In the event of any discrepancy between any purchase order accepted by Manufacturer and this Agreement, the terms of this Agreement shall govern, unless otherwise authorized upon a written agreement.

11. *The Manufacturer may cancel any accepted orders or refuse or delay shipment of any orders if Distributor fails to meet any obligation arising under this Agreement.*

12. The Distributor shall pay for the shipment of all products to or from the Territory unless otherwise agreed to in writing by both the Manufacturer and the Distributor.

13. A purchase order must be received in full amount to Manufacturer from the Distributor before any products are shipped, assembled, or manufactured.

VIII. WARRANTY AND FORCE MAJEURE:

1. Manufacturer warrants that all Products delivered hereunder shall be of Manufacturer's standard quality. MANUFACTURER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED: THERE ARE NO IMPLIED WARRANTIES INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. Manufacturer shall not be liable for damages resulting from delays in shipment or inability to ship due to normal production and shipment delays or those resulting from acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, plant shutdown or equipment failure, voluntary or involuntary compliance's with any law, order, rule or regulation of governmental agency or authority; or inability to obtain material (including power and fuel), equipment or transportation, or arising from any other contingency, circumstances or event beyond the control of the Manufacturer.

IX. LIMITATION OF LIABILITY:

No claims of any kind, whether as to materials delivered or for nondelivery of materials from Manufacturer, and whether arising in tort or contract, shall be greater in amount than the purchase price of the products in respect of which such damages are claimed; and the failure to give notice of the claim to Manufacturer where the order was placed within sixty (60) calendar days from the date fixed for delivery shall constitute a waiver by Distributor of all claims in respect of such Products. In no event shall Manufacturer be liable for special, indirect or consequential damages. Any claim with respect to defective Products or breach of warranty must be promptly made and shall apply to Products properly used, stored, applied and maintained.

X. RELATIONSHIP BETWEEN MANUFACTURER AND DISTRIBUTOR:

1. Distributor is not an agent, employee or legal representative of Manufacturer, but an independent contractor. Distributor does not have any authority to assume or create any obligation or responsibility on behalf of Manufacturer or bind Manufacturer in any manner whatsoever. The relationship between manufacturer and Distributor is that of vendor and vendor's purchaser. *Distributor further agrees to defend, indemnify and hold Manufacturer harmless from and against any and all claims of third parties that would not have arisen but for an act or omission by Distribution that is contrary to the above-acknowledged relationship or any other term hereof.*

2. Distributor shall be considered to be an independent contractor. The relationship between Manufacturer and Distributor shall not be construed to be that of employer and employee, nor to constitute a partnership, joint venture or agency of any kind.

3. Distributor shall pay all of its expenses, including without limitation all travel, lodging and entertainment expenses, incurred in connection with its services hereunder. Manufacturer shall not reimburse Distributor for any of those expenses. Distributor's sole compensation for the performance of its duties will arise from its resale of Products.

4. Distributor shall have no right to enter into any contracts or commitments in the name of, or on behalf of, Manufacturer, or to bind Manufacturer in any respect whatsoever. Neither party shall have the right to represent the other party to a third party. Should either of the parties inflict any losses on the other party because it has acted in the name of or as an agent for the other party, the inflicting party shall hold the damaged party harmless from such losses and expenses incurred thereby.

5. In addition, Distributor shall not obligate or purport to obligate Manufacturer by issuing or making any affirmations, representations, warranties or guaranties with respect to Products to any third party, other than the warranties described in Exhibit 2 attached hereto and made a part hereof.

6. Each party shall furnish the other party with information which is necessary to help further sales promotion of the Products.

XI. TERM/CANCELLATION:

1. *This Agreement shall become effective as of the date hereof upon execution by an officer or other authorized representative of the Manufacturer in the United States and by an authorized representative of Distributor and shall **remain in effect for 1 year** thereafter unless previously terminated by either party for any other reason upon not less than thirty (30) calendar days prior written notice to the other party.*

2. Without limitation, the following events shall constitute grounds for termination by Manufacturer:

(a) if Distributor shall file or have filed against it a petition in bankruptcy or insolvency or if Distributor shall make an assignment for benefit of its creditors or if Distributor's viability as a going concern should, in Manufacturer's judgment, become impaired;

(b) if Distributor fails to provide and maintain a proper and sufficient sales force;

(c) if Distributor degrades and places in bad repute the name and reputation of Manufacturer expressly or by virtue of its methods of handling and/or promoting the Products;

(d) if Distributor fails to meet any other of its obligations hereunder; or

(e) if Distributor fails to meet minimum purchase goals, as defined in Exhibit C.

3. Except as may be otherwise determined pursuant to the laws of the jurisdiction where Distributor has its principle office, Manufacturer shall have no liability to Distributor by any reason of any termination or cancellation of this Agreement by Manufacturer, including without limitation, liability for direct or indirect damages on account of loss of income arising from anticipated sales, compensation, or for expenditures, investments, leases or other commitments or for loss of goodwill or business opportunity or otherwise.

4. Upon termination by either Manufacturer or Distributor, Manufacturer shall have the option of buying back from Distributor any new unsold Products purchased from Manufacturer, at the prices charged to Distributor, less Manufacturer's then applicable restocking charge, if any, and less any additional expenses incurred by Manufacturer arising out of termination by Distributor.

XII. NONDISCLOSURE:

All information transferred or otherwise revealed to Distributor by Manufacturer under this Agreement, including but not limited to, engineering information, manufacturing information, technology, know-how and price books or lists, will at all times remain Manufacturer's property. Distributor shall at all times hold such information confidential and shall not disclose any such information if not otherwise within the public domain. Upon any termination of this Agreement, or as Manufacturer directs from time to time, Distributor shall promptly return all such information to Manufacturer, together with any copies or reproductions thereof. Distributor's obligations under this section shall survive any termination of the Agreement.

XIII. BUSINESS PRACTICES:

1. Distributor acknowledges that certain laws of the United States applicable to the Manufacturer, but which may not be applicable to Distributor, impose fines or penalties on Manufacturer in the event Manufacturer makes payments to foreign government officials for the purpose of influencing those officials in making a business decision favorable to Manufacturer. In addition, Manufacturer and Distributor may be subject to similar laws or requirements of the country of destination of the Products.

Distributor agrees upon reasonable request by Manufacturer to give Manufacturer reasonable written assurance that the Distributor has done nothing to cause liability to Manufacturer under the above-mentioned laws.

2. In the performance of their obligations under this Agreement, Agent shall comply strictly with all laws, regulations, orders and policies having the force of law, of Section II. 2., and where applicable, all laws, regulations, orders and policies having the force of law of any other jurisdiction, including without limitation, the United States of America.

3. In furtherance of the Agent's obligations hereunder, the Agent represents, warrants and agrees that, in connection with the performance of its duties hereunder, it shall not make any payments, in money or any other item of value or make any offers or promises to pay any money or any other item of value to (a) any government official, (b) any foreign political party, (c) any candidate for foreign political officer or (d) any other person or entity, with the knowledge that such payment, offer or promise to pay will be made to any government official for the purpose of influencing such government official to make one or more business decisions favorable to Principal, Agent, or both.

4. Agent further represents that no government official is a principal, owner, officer, employee or agent of any entity in which Agent has an interest, and no government official has any material financial interest in the business of the Agent.

5. In the event of any breach by Agent of any of its representations, warranties or covenants contained in this Article, Principal may, in its sole discretion in addition to any other remedy provided herein or otherwise provided by law, immediately terminate this Agreement without notice or indemnity and in such event, Agent shall forever forfeit all rights to all fees and commissions which shall accrue and/or have been earned but which have not been paid as of the date of such termination.

XIV. NOTICES:

All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been served or delivered

1. when personally served or delivered to one party by the serving or delivering party; or
2. when deposited in the mail, postage prepaid by the serving or delivering party addressed to the other party as follows:

If to Manufacturer: 2912 Bayview Avenue,
Baldwin, New York 11510 U.S.A.

If to Distributor: _____

XV. VARIOUS

This Agreement constitutes the entire and only agreement between the Manufacturer and Distributor with respect to its subject matter and there are no understandings or representations of any kind, express, implied, oral, written statutory or otherwise, not expressly set forth herein. *No alteration or modification of this Agreement shall be binding unless in writing and signed by the party to be bound thereby.*

1. This Agreement is not assignable in whole or in part by either party without express written consent of the other.
2. If Distributor consists of either two or more individuals or partners, each shall execute this Agreement on behalf of Distributor and each individual signing shall be jointly and severally liable to Manufacturer with respect to the obligations of Distributor under this Agreement.
3. This Agreement shall be interpreted and enforced in accordance with the laws of the United States of America and the official language of this Agreement for all purposes shall be English.

Distributor (company name or entity): _____

By: (full first name and last name): _____

Address: _____

Official Email: _____

Territory (list country you are *exclusively* selling to): _____

Manufacturer: Xtreme Ice Skating Corp.

By: Dan Perceval

Title: C.E.O.

Address: 2912 Bayview Avenue, Baldwin N.Y. 11510 United States Of America

Official Email: info@XtremeIceSkating.com

Product: Xtreme Ice Skate

Product line: "XIS"

Product Model: "Pro" (Professional line)

Product Series: "1"

Territory: (listed above by the "Distributor")

Distributor Price List:

XVI. INDEMNIFICATION

Notwithstanding the provisions set forth above, Agent shall indemnify and hold harmless Principal against and from any claim, loss, damage or expense (including attorneys' fees and disbursements) (a) arising from any breach by Agent of any representation, warranty, covenant or other obligation of Agent under Article **XIII. Business Practices** of this Agreement, (b) resulting from any unlawful act committed by Agent or any agent of Agent thereof, or (c) which Principal may sustain by reason of any act, omission or misrepresentation of Agent or Supervisor or any agent thereof.