

## **RETAILER AGREEMENT**

### **TERMS AND CONDITIONS**

We are pleased to partner with you as an authorized retailer of the HOT GIRLS PEARLS brand based upon the terms and conditions of this agreement to which you will be referred to as the CLIENT.

#### **Opening Orders**

Minimum opening order is \$300. A Seller's Permit must accompany initial purchase order. Please allow one week for initial order to be reviewed and approved.

#### **Re-Ordering**

All re-orders are a minimum of \$150. Orders that do not meet the minimum of \$150 may be charged a \$25 special order fee.

#### **Pricing**

Pricing is set at MSRP retail for ALL HOT GIRLS PEARLS products. In good faith the CLIENT agrees not to engage in any promotion in which any discounts are expressed as a percentage of or off HOT GIRLS PEARLS suggested retail prices unless previously discussed. All prices are subject to change at any time.

#### **Shipping**

Shipping is paid for by CLIENT. Applicable UPS Ground and/or USPS shipping fees will be added at the time of delivery and are based on total gross weight of all packages.

#### **Damages and Returns**

Damages must be reported immediately upon receipt of merchandise. Returns must be approved by HOT GIRLS PEARLS and, subject to the condition in which they are returned, may be subject to a 20% restocking fee. In case of damaged product during shipment, we will make determination to ship replacement products at our cost, or issue credit.

#### **Resale**

Product shipped under this or any purchase order is for resale only at the physical location approved by HOT GIRLS PEARLS. Product cannot be exported, sold, transferred or given to another entity, vendor, distributor or anyone else who intends to re-sell the product. HOT GIRLS PEARLS products may not be shipped to a substitute location or sold over the internet without the prior written approval of HOT GIRLS PEARLS. HOT GIRLS PEARLS does not accept transfers of products between store locations without prior approval.

#### **Brand Identity**

The CLIENT should uphold the standards of HOT GIRLS PEARLS.

- Positioning should be in key traffic areas of store.
- Product positioning should be clear and well maintained
- Qualitative and appropriate signage
- All HOT GIRLS PEARLS branded marketing collateral must be approved
- The CLIENT shall not engage in any form of advertising, promotion or other public communication relating to HOT GIRLS PEARLS merchandise without HOT GIRLS PEARLS prior written authorization.

#### **Product Training**

HOT GIRLS PEARLS will provide you and your team with special training session either by phone (or in person where applicable) to assist in the selling and communication of the brand. Ongoing education will be handled on an "as needed" basis and our website ([www.hotgirlspearls.com](http://www.hotgirlspearls.com)), as well as

supplemental information will continue to be updated to provide an ongoing educational resource for you. Your success with and enjoyment of HOT GIRLS PEARLS is our goal.

**Website**

The CLIENT may not sell or engage in any form of advertising or promotion relating to HOT GIRLS PEARLS merchandise without prior written approval from HOT GIRLS PEARLS. The CLIENT will work directly with the HOT GIRLS PEARLS sales & marketing team to provide updated and effective communication via CLIENT website including marketing plan, visibility and customer reach.

**Duration and Termination of Contract**

The initial term of this agreement will commence on the date of signature until the 31<sup>st</sup> December of the current year. Unless previously terminated, this agreement will be extended for successive terms of one calendar year each, unless either party gives written notice to the other 60 days prior to the expiration of this agreement. In case of failure from the CLIENT including, but not limited to:

- non payment of invoices
- resale of products to non-authorized retailers/persons
- any act which compromises the brand image of our products and/or network and/or strategy where the CLIENT should not satisfy the agreed upon conditions of the present agreement.

HOT GIRLS PEARLS may immediately and in full right terminate the present contract 48 hours after formal notice has been unsuccessful without prejudice against seeking damages. Within 10 days after termination of this agreement, the CLIENT may no longer use the HOT GIRLS PEARLS trade name.

Signature below attests to financial ability and willingness to pay all invoices in accordance with the terms and provisions noted herein.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Company Name \_\_\_\_\_

Phone Number \_\_\_\_\_

Please Sign and return to [info@hotgirlspearls.com](mailto:info@hotgirlspearls.com)  
[www.hotgirlspearls.com](http://www.hotgirlspearls.com)