

ENCLOSURE A: STOCKIST AGREEMENT

This document and the schedules referred to herein (as added and amended from time to time in writing by NHP) constitutes a binding agreement (hereinafter collectively referred to as the “**Agreement**”) entered into by and between **NH PRIMA INTERNATIONAL SDN BHD**, a company incorporated in Malaysia and having its registered office at No. 16, Jalan Wan Kadir 4, Taman Tun Dr. Ismail, 60000 Wilayah Persekutuan, Kuala Lumpur, Malaysia (hereinafter referred to as “**NHP**”) and the person or entity described **Part 1** hereunder (hereinafter referred to as the “**Stockist**”).

PART 1: INFORMATION OF STOCKIST	
Name :	
Registered Address :	
Trading Address : (if different from registered address)	
Designated Email Address: (not the general email address)	
Company No. :	
Date of commencement of appointment : (herein after referred to as the “ Effective Date ”)	
Designated Quarterly Minimum Order Quantity: (hereinafter referred to as the “ QMOQ ”)	

PART 2: OPERATIVE DOCUMENTS			
The Agreement consists of and incorporates the following:		Please Tick	Stockist Initials
Schedule 1 :	General Terms and Conditions of Appointment		
Schedule 2 :	Special Conditions		
Schedule 3 :	Trade Marks and Intellectual Property Rights		

PART 3: EXECUTION AND ACCEPTANCE OF THE AGREEMENT

IN WITNESS WHEREOF the parties hereto are duly authorised to execute or cause this Agreement to be duly executed, in particular where the Stockist is an entity, the signatory therefor personally warrants that he or she is duly authorised to sign this Agreement on behalf of the Stockist. The Stockist confirms that all the terms and conditions in the Agreement (including the Schedules identified in Part 2) have been read and understood, and that ample opportunity was given for the Stockist to seek independent counsel thereon.

DEMIKIANLAH DISAKSIKAN DI MANA pihak-pihak kepada Perjanjian ini diberi kuasa untuk menyempurnakan atau menyebabkan Perjanjian ini dilaksanakan dengan sewajarnya, khususnya di mana Stokist adalah sebuah entiti, penandatanganannya secara peribadi waran bahawa dia telah diberi kuasa untuk menandatangani Perjanjian ini bagi pihak Stokist. Stokist mengesahkan bahawa semua terma dan syarat dalam Perjanjian ini (termasuk Jadual-jadual dalam Bahagian 2) telah dibaca dan difahami, dan peluang yang mencukupi diberikan kepada Stokist untuk mendapatkan nasihat berasingan mengenainya.

For and on behalf of)
NH PRIMA INTERNATIONAL SDN BHD)
 (Company No. 977855-W))
 in the presence of:)

.....
 Name:
 Designation:

For and on behalf of)
THE STOCKIST)
 in the presence of:)

.....
 Name:
 Designation:
 Date:

.....
 Name:
 NRIC No.:

SCHEDULE 1: GENERAL TERMS & CONDITIONS OF APPOINTMENT

1. DEFINITIONS AND INTERPRETATION

1.1 The following terms when used in this document or any other document referred to herein shall have the following meaning:

'AGREEMENT' means the Stockist Agreement and the documents identified in Part 2 thereof, which include this document;

'AMBASSADOR IDENTIFICATION' means the right to use, subject to the provisions of this document, the Ambassador's name, fame, nickname, initials, autograph, voice, video or film portrayals, facsimile signature, photograph, likeness and image or facsimile image, and any other means of endorsement by the Ambassador used in connection with the advertisement and promotion of the Products;

'EFFECTIVE DATE' means the effective date of the Agreement as stipulated in Part 1 of the Stockist Agreement;

'FORCE MAJEURE' means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any strike, lock out or other form of industrial action);

'INTELLECTUAL PROPERTY' means any patent, copyright, registered design, trade mark or other industrial or intellectual property right subsisting in respect of the Products, and applications for any of the foregoing;

'PRODUCTS' means, at the Effective Date, in the range of products supplied by or manufactured for NHP, and such other products as may from time to time be notified in writing to the Stockist by NHP;

'QMOQ' means the Quarterly Minimum Order Quantity stipulated in Part 1 of the Stockist Agreement;

'RESTRICTED INFORMATION' means the Agreement and any information which is disclosed to the Stockist by NHP pursuant to or in connection with the Agreement (whether orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such);

'RRP' means the recommended retail price for selling the Products determined by NHP at its sole discretion and published on NHP's official website, or as informed to the Stockist in writing;

'STOCKIST AGREEMENT' means the document executed by the Stockist and NHP confirming the appointment of the Stockist;

'TERRITORY' means Malaysia; and

'TRADE MARKS' means:

- (a) the trade marks registered in the name of NHP of which particulars are given in Schedule 2; and
- (b) such other trade marks, trade names, logos, symbols, representation or iconography used by NHP on or in relation to its business and the Products at any time.

1.2 Any reference in the Agreement, to the term 'writing' or cognate expressions includes a reference to facsimile transmission, electronic mail or comparable means of communication.

1.3 Any reference in the Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. The headings in this

document are for convenience only and shall not affect its interpretation.

1.4 Any reference to the Stockist shall include reference to any employee, representative and/or contractor of the Stockist which for all intents and purposes appear to be acting on behalf of the Stockist whether officially authorised or not. The burden of proof that such persons do not represent the Stockist shall rest with the Stockist.

2. LOFALENS STOCKIST

- a) For your first order, each stockist will be given 35% discount for a minimum purchase of 100 boxes (you can mix any color and power). The minimum purchase amount will be reduced to 50 boxes while keeping 35% in your next order.

TIER FOR LOFALENS STOCKIST

1st order/ purchase : 100 box (35% off)

2nd purchase : minimum 50 box (35% off)

- b) The new discount code will be given to each appointed stockist via email.
- c) Lofalens stockists are required to send their sales report to sales@nhprima.com.my at the end of every month. This is **COMPULSORY. **on the 5th every month**
- d) HQ have the right to terminate non-performing and non-active stockists.
- e) LOFALENS sold are limited to 11 colours:
 1. Cat Eyes Brown
 2. Smokey Brown
 3. Celebrity Brown
 4. Cinnamon Brown
 5. Nutty Brown
 6. Glam Grey
 7. Sterling Grey
 8. Copper Grey
 9. Sandy Grey
 10. Milky Beige
 11. Cocoa Honey

3. PAYMENT FOR THE PRODUCTS

3.1 NHP shall issue an invoice to the Stockist for the Products ordered within three (3) working days from the acceptance of an order by NHP under clause 3.1, whereupon the Stockist shall have three (3) working days to make the payment in cash to the following account (or such other accounts as NHP may inform in writing):

Bank Name : NH PRIMA INTERNATIONAL SDN BHD

Account No: 5642 7650 5910 (MAYBANK)

- a) its being disclosed by NHP to the Stockist.

4. GOODS AND SERVICES AND RELATED TAX

4.1 Parties hereby acknowledge that all payments, cost and expenses hereunder may be subjected to the Good and Services Tax ("GST") and any other payable tax (hereinafter collectively refer to as the "Related Taxes").

4.2 In connection thereof, parties agree to, amongst other:

- a) that the Parties have duly registered with the relevant authority in regards of the Related Taxes;

Initials:

NHP
Stokist

- b) the Parties shall issue a valid tax invoice and/or related supporting documents to the other party, as the case maybe, for Related Taxes submission and/or to claim from the relevant authority for any Related Taxes credited;
- c) upon the enforcement or the implementation of the Related Taxes as may be determined by the relevant authority from time to time, the party who receives the tax invoice shall bear the Related Taxes as invoiced, if applicable, and to forward the required payment together with such Related Taxes within the stipulated timeframe in the tax invoice;
- d) The party who receives the Related Taxes from the other party in accordance with the Tax Invoice shall account for the Related Tax and to remit the Related Taxes to the relevant authorities in its respective taxable period define under the Laws of Malaysia; and
- e) parties further agree to indemnify and to keep indemnify one another from any direct losses, damages or expenses that the party may suffer arising from or in relation to the failure of either party hereof to pay or to remit any required Related Taxes to the relevant authority or to issue any valid tax invoices or related supporting documents and/or failure to comply with the conditions, rulings or the law in relation to the Related Taxes implemented by the relevant authority.

5. OTHER PROVISIONS

5.1 NHP shall be entitled to perform any of the obligations undertaken by it and to exercise any of the rights granted to it under the Agreement through any other company which at the relevant time is its holding company or subsidiary (as defined by the Companies Act 1965) or the subsidiary of any such holding company and any act or omission of any such company shall for the purposes of the Agreement be deemed to be the act or omission of NHP.

5.2 NHP may assign the Agreement and the rights and obligations thereunder. The Agreement is personal to the Stockist, which may not without the written consent of NHP, assign, mortgage, charge (otherwise than by floating charge) or dispose of any of its rights hereunder, or sub contract or otherwise delegate any of its obligations hereunder. The Agreement shall be binding on the heirs, personal representatives, permitted assigns, or successors in title of the Stockist, as the case may be and the successors in title and assignees of NHP.

5.3 The Agreement contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all previous agreements and understandings between the parties with respect thereto, and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

5.4 Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided herein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

5.5 If any provision of the Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, the Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

5.6 The Stockist is further subject to certain special terms and conditions as may be contained in Schedule 2 of the Agreement, which is deemed to be an essential and integral part of the

Agreement. In the event of any conflict between the provisions of this document and the Special Conditions stated in Schedule 2, the Special Conditions shall prevail.

5.7 The Agreement shall be governed by and construed in all respects in accordance with the laws of Malaysia, and each party hereby submits to the exclusive jurisdiction of the Malaysian courts.

5.8 Any fees or cost for the preparation of the Agreement and stamping fee thereof shall be borne by the Stockist

Initials: NHP
 Stockist