

This Distribution Agreement (the "Agreement") contains the terms and conditions that apply to your participation as a distributor or wholesaler for Interactive Life Forms, LLC (collectively, "we" "us" or "Company"). In this Agreement you are sometimes referred to as "you", "your" or "Distributor."

THIS IS A LEGALLY BINDING AGREEMENT. COMPANY'S ACCEPTANCE OF YOUR ORDERS IS EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO THIS AGREEMENT. BY PURCHASING AND/OR DISTRIBUTING PRODUCTS, YOU ARE CONFIRMING THAT YOU HAVE READ THIS AGREEMENT AND THAT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OR CONDITIONS SET FORTH HEREIN, DO NOT PURCHASE PRODUCTS AND/OR DISTRIBUTE PRODUCTS.

1. Definitions

1.1. "Company Content" means any and all Company Trademarks, logos, banners, buttons, digital images, graphics, text other content and material which we may, in our sole discretion, make available to You in connection with this Agreement.

1.2. "Confidential Information" means non-public information that the party disclosing the information designates at the time of disclosure as being confidential, or, if disclosed orally or visually, is identified as such prior to disclosure and summarized, in writing, by the disclosing party to the receiving party within thirty (30) days, or which, under the circumstances surrounding the disclosure, the receiving party knows or has reason to know should be treated as confidential without the need to be marked as such. Without limiting the foregoing, Confidential Information shall include any information regarding a party's financial condition, business opportunities, plans for development of future products, unreleased versions of products, know-how, technology, and customer information. Notwithstanding the foregoing, nothing received by a receiving

party shall be construed as Confidential Information which: (i) is generally available to the public without breach of this Agreement; (ii) is lawfully obtained from a third party without a duty of confidentiality; (iii) is known to the receiving party prior to such disclosure; or (iv) is, at any time, developed by the receiving party independent of any such disclosure(s) from the disclosing party and the receiving party can reasonably show such independence.

1.3. "Customer" means (i) an end user of the Products who has purchased such Products from Distributor (who is a wholesaler of Products) or (ii) any corporate entity or other form of business organization or association to whom Distributor (who is a distributor of the Products) distributes (directly or indirectly) the Products.

1.4. "Intellectual Property" means all intellectual property rights throughout the world, including copyrights, patents, mask works, trademarks, trade secrets, authors' rights, rights of attribution, and other proprietary rights and all applications and rights to apply for registration or protection of such rights.

1.5. "Minimum Order" means twelve (12) units of Product.

1.6. "Company Trademarks" means the trademarks, service marks, and trade names that Company may adopt from time to time.

1.7. "Products" means the Company products that it offers to sell to You.

2. Appointment

2.1. Appointment. Subject to the terms and conditions of this Agreement, Company hereby appoints Distributor as a non-exclusive distributor of the Products. Company expressly reserves the right to market and distribute all Products itself or through other resellers, wholesalers, distributors, licensees or agents. Company reserves the right to make, discontinue, abandon or make modifications to the Products, at its sole discretion, but shall not

be obligated to implement such modifications in Products that have previously been delivered to Distributor. Distributor shall have no other rights with respect to the Products or relationship with Company except as specifically set forth in this Agreement.

2.2. License. Subject to the terms and conditions of this Agreement, Company grants to Distributor a non-exclusive, non-transferable license to market, offer for sale, sell, and distribute the Products to Customers during the term of this Agreement.

2.3. Territorial Responsibility. Distributor shall use commercially reasonable efforts to vigorously promote the Products to realize the maximum sales potential for the Products. Distributor will not accept orders from outside the country of Your location without Company's prior written consent, which may be withheld for any reason or no reason at all. For clarity purposes only, if Your physical address is located in the United States, You may not accept orders from outside the United States. If You are a wholesale customer, you may not distribute Products to other companies for resale.

2.4. Costs and Expenses. Distributor shall be solely responsible for all of its costs and expenses related to advertising, marketing, promoting and selling the Products.

2.5. Authority and Representations. Distributor shall have no power or authority, expressed or implied, to make any commitment or incur any obligations on behalf of Company. Distributor shall not make any warranties, representations, promises, or commitments concerning the Products.

3. Suitability of Distributor Websites

3.1. Your websites are not suitable and you may not be a Distributor if the websites operated by You violate any of the following website suitability restrictions. Further, You represent, warrant, covenant and agree that none of Your websites or any content or technology contained thereon or used in connection with Your marketing, offering for sale, selling, and distributing will, at anytime

during the period that You are a Distributor, violate any of the following website suitability restrictions. In the event that Company believes that You have violated any of the following website suitability restrictions Company may, in addition to all other rights and remedies that Company may have, terminate this Agreement without notice. Your websites may not and may not be one-click away from any content or technology that would:

- (a) infringe on our or any other person's or entity's intellectual property, publicity, privacy or other rights, including, without limitation, by purchasing, selling or otherwise transacting in counterfeit goods,
- (b) fail to state a clear online privacy policy to your visitors,
- (c) require a username or password to access your websites, without our prior written consent (including via email),
- (d) violate any law, rule, regulation or applicable industry self-regulatory principles or best practices,
- (e) contain any content that is threatening, harassing, defamatory, obscene, harmful to minors, defamatory, or unlawful,
- (f) contain any content that is or depicts non-consenting or coercive sex (including, without limitation, depictions of sex with individuals who are sleeping or under the influence of drugs or alcohol), incest, bestiality, bondage (where consent of the participants is not clearly depicted), defecation, or sex acts associated with pain or violence,
- (g) contain any content that or depicts child pornography, and/or any depiction of underage participants (including participants who are dressed and depicted as underage, even though the participants are clearly adults),
- (h) contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information,
- (i) contain material that is false, inaccurate, deceptive, unfair, fraudulent or misleading or that promotes pyramid or similar schemes;
- (j) promote violence or any illegal or immoral activity,

(k) promote discrimination based upon gender, race, religion, nationality, disability, sexual orientation or age,

(l) use or promote the use of bulk email or spam, news group, IRC, forum, social media, including, but not limited to, Myspace, Facebook, Twitter and blog postings, all forms of cookie stuffing (ie iframes, obfuscation via a redirect, misleading JavaScript comments, CLICK loading in IMG tags, etc.), or spyware advertising techniques,

(m) contain software or use technology that attempts to intercept, divert or redirect Internet traffic to or from any other website,

(n) use any software that gathers information through the Customer's Internet connection without his, her or its knowledge,

(o) install spyware on another person's computer, or cause spyware to be installed on another person's computer, or utilize any "opt-out downloads". An "opt-out download" is any software, program, script, tool or element that would automatically download to a user's computer or that would become operative when the user accesses the Internet unless the user takes affirmative action to prevent the download, and/or

(p) use a context based triggering mechanism to display an advertisement that partially or wholly covers or obscures paid advertising or other content on an Internet website in a way that interferes with a user's ability to view the Internet website, or use browser-embedded contextual targeting applications or other applications which serve advertisements (pop-up ads and pop-unders, in-browser ads and highlighting of website content and redirecting to websites with similar content, regardless of whether any such advertisements are served directly by you or is provided or purchased from a third-party) on Company's or Company's competitors websites or on any other website other than your websites.

3.2. You may not (a) engineer Your websites in a manner designed to direct or pull Internet traffic away from Company's website, (b) attempt to modify or alter Company's website in any way; (c) make any representations, either express or implied, or create an appearance that a visitor to Your website is visiting Company's website, e.g., "framing" the Company's website, without our prior

written approval; (d) "scrape" or "spider" any Company website or any other website for Merchant Intellectual Property; or (e) misrepresent any Product.

3.3. Your site must be live and online at the time of review. Company has the right in its sole and absolute discretion to monitor Your websites at any time and from time to time to determine if You are in compliance with the terms of this Agreement, and You agree to provide Company with unrestricted access to Your websites for such purpose. Further, You acknowledge that Company has the right to disclose your identity and contact information to law enforcement authorities or aggrieved parties in the event that You have breached this Agreement. Company reserves the right to reject sites on Geocities/Yahoo, Angelfire, AOL/Compuserve, MSN, Tripod, or any other free web host, or any web host on which adult content is not in compliance with the host's terms and conditions.

3.4. The registration or "whois" information pertaining to any of Your sites shall contain current and accurate contact information so that a third-party could have a reasonable expectation of reaching You during normal business hours by telephone, mail, facsimile and/or email.

4. Supply and Payment

4.1. Price Lists. Distributor's prices shall be Company's standard list pricing less a discount set forth in the Distributor discount schedule. Such price lists and discount schedules may be revised from time to time in the Company's sole discretion, and the price list and discount schedule in effect at the time of submission of Distributor's purchase order shall apply. Prices to not include taxes of any nature.

4.2. Purchase Orders. To fulfill Customer requests, Distributor shall submit all purchase orders for the Products to Company in writing, or electronically via e-mail. No purchase order shall be binding on Company until accepted by Company in writing. Any terms in a purchase order that contradict or modify the terms of this Agreement shall be null and

void.

4.3. Shipment. After Company has received a signed purchase order, Company will ship the Products directly to Distributor, at Distributor's expense including, without limitation, all freight, insurance and other shipping expenses. Shipment will be FOB Company's shipping point. Distributor shall be solely responsible for delivering the Products to Customers. Company may make partial shipments of Distributor's orders to be separately invoiced and paid for when due. Company reserves the right to allocate existing inventory among its customers with orders for such Product in a manner determined by Company in its sole discretion and to backorder such orders in whole or in part if necessary. Company reserves the right to cancel or suspend any orders placed by Distributor and accepted by Company, or refuse or delay shipment thereof, if Distributor fails to (1) make payment as provided herein or in any invoice; (2) to meet credit or financial requirements established by Company; or (3) otherwise to comply with the terms and conditions of this Agreement.

4.4. Payments to Company. For all Products sold hereunder, Distributor shall pay to Company within thirty (30) days of receipt of invoice the prices set forth in Company's then-current distributor price list, such credit subject to Distributor qualifying and maintaining acceptable credit conditions as established by Company from time to time. Credit terms are extended in the sole discretion of Company. Notwithstanding the foregoing or anything to the contrary herein, upon Company's sole judgment, Company may require Distributor to pay Company in advance of the shipment of any Products. No payment shall be deemed to have been made until Company has received payment in cash or cleared funds. The amount invoiced will include the price for the Products plus all applicable taxes, fees, transportation and other charges. Notwithstanding anything to the contrary herein, Company shall not be obligated to ship any Products until it has received payment for such Products in accordance with the terms and conditions of this Agreement. All payments shall be made in U.S. Dollars, unless otherwise agreed by the parties in writing, by bank-to-bank wire

transfer, all charges prepaid, or by check drawn on a United States bank.

4.5. Past Due Payments. If Distributor becomes delinquent in payment, Distributor shall pay to Company a late fee of one and a half percent (1.5%) per month or the highest rate allowable by law, whichever is lower, on all past due amounts, such late fee to be compounded monthly and rounded to the next highest whole month, collection agency fees in the amount of thirty percent (30%), and/or reasonable attorneys' fees, and all other costs and expenses incurred by Company in the enforcement of this Agreement. In addition, if any payment is past due, Company may, in its discretion, refuse to ship Products to Distributor pending payment of the past due amount.

4.6. Minimum Order. Distributor shall purchase from Company enough Products such that the total Products purchased for each such order is equal to or greater than the Minimum Order.

4.7. Taxes. Distributor will be responsible for all international, federal, state and local taxes of any government, including but not limited to sales, use, value-added, withholding, and other taxes (exclusive of taxes on Company's net income), duties, levies and assessments arising on or measured by amounts payable to Company or arising on or measured by amounts sold by Distributor. If any withholding tax is imposed by any governmental authority with respect to any sums due to Company hereunder, then such sum will be paid to Company net of such withholding, it being understood that such withholding tax shall be for the account of Company, and Distributor shall pay such withholding tax to the relevant authorities and provide Company with the original receipts or other documentation evidencing that the full amount of any such tax withheld has been paid to the relevant authority by Distributor.

4.8. No Set-Off. Distributor will not set-off or offset against Company's invoices amounts that Distributor claims are due to it. Distributor will bring any claims or causes of action it may have in a separate action and waives any rights it may have to offset, set-off, or

withhold payment for Products delivered by Company.

4.9. Product Changes. Company may discontinue the manufacturer of any Product and make changes and improvements to the Products at any time without incurring any obligation to Distributor or any customers of Distributor. Products so changed or improved shall be accepted by Distributor in fulfillment of existing orders.

5. Marketing and Distribution

5.1. Prices. Distributor shall be free to determine, in its own discretion, the price at which it offers and sells the Products to Customers.

5.2. Shipping Charges. Distributor shall be responsible for all applicable shipping charges, tariffs, and custom duties on Products sold by Distributor.

5.3. Customer Payments. Distributor shall have the sole right and responsibility of credit approval or credit refusal for Customers in all cases. Distributor shall render all Customer invoices directly to the Customers, and Customer payments shall be made directly to Distributor. Full responsibility for all Customer collections rests with Distributor.

5.4. Customer Complaints. Distributor shall investigate Customer complaints and provide Company with reasonable assistance in responding to any complaints or disputes with respect to sales or servicing of the Products.

5.5. Unacceptable Marketing Practices. Distributor shall not engage in any deceptive, misleading, or unethical practices, including without limitation any practice that could be detrimental to Company.

5.6. Reselling Policies. Distributor agrees that Products will not be sold into the following channels or companies: off price retailers or internet retailers, including, without limitation, eBay or Amazon (other than Your own website that has been pre-approved by Company in writing).

5.7. Export Control. Distributor will comply with all laws, administrative regulations, and executive orders of any applicable jurisdiction relating to the control of imports and exports of commodities and personal data. Distributor shall indemnify and hold Company harmless against all claims, cost, damage, expense, or liability arising out of or in connection with a breach of this section.

5.8. Reports. As frequently as Company reasonably requests, Distributor will provide Company with a written report showing, for the time periods designated by Company: (i) Distributor's shipments of Company Products by dollar volume, customer and location; (ii) forecasts of Distributor's anticipated orders by product, (iii) Distributor's current inventory levels of Products; and (iv) any other information Company reasonably requests, including such information that may be necessary to confirm Distributor's compliance with this Agreement.

6. Defective Products and Restocking Fees

6.1. Notice of Defects. Distributor must make any claims of defects, including, without limitation, to those related to shortages and quality, within seven (7) days after receipt of the Products. Company is not responsible for shortages when shipments are directed to a third party. Distributor is responsible for inspection upon receipt to ensure all Products have been delivered and/or are not defective.

6.2. Restocking Fees; Returns and Damages. A written authorization must be obtained by Distributor for any returned Products. All returns must be made within seven (7) days of receipt of Products. Company will charge a fifteen percent (15%) restocking fee with a .00 minimum charge for any returned Product.

7. Term and Termination

7.1. This Agreement shall automatically terminate on the date on which we no longer maintain you are distributor/wholesaler of Products. Company may also terminate this Agreement immediately, without notice, if we

determine, in our sole discretion, that You have breached this Agreement.

7.2. Upon termination of this Agreement, You will immediately cease use of Company's Intellectual Property.

7.3. No Liability for Termination. Company shall have no liability to Distributor on account of termination of this Agreement and Distributor hereby waives any rights Distributor may have under applicable law to damages or other sums payable on account of termination of this Agreement.

7.4. Remaining Inventory. Within thirty (30) days after termination of this Agreement, Company may, at its option, re-purchase some or all of Distributor's remaining inventory of Products at a price to be agreed upon by the parties, but in no event greater than Distributor's original purchase price from Company. To the extent that Company chooses not to re-purchase Products, and provided that the Agreement was not terminated for Distributor's breach, Distributor shall be entitled to distribute such remaining Products in accordance with this Agreement during the three (3) month period following termination. After that time, all remaining Products shall be returned to Company or destroyed, at Distributor's expense.

7.5. Survival of Certain Terms. Notwithstanding any termination of this Agreement, the following provisions shall survive: Sections 1, 4.4-4.8, 7.2-7.5, 8, 9.1(d), 9.2, 10.3, and 11-14.15 (together with all other provisions that may reasonably be interpreted as surviving termination or expiration of this Agreement) will survive any termination or expiration of this Agreement. All other rights, obligations, and licenses set forth herein shall cease upon expiration or termination of this Agreement for any reason.

8. Limitation of Liability

8.1. Disclaimer of Consequential Damages. WE WILL NOT HAVE ANY LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), PRODUCT LIABILITY OR

OTHER THEORY) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY LOSS OF REVENUE, DATA OR PROFITS ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT.

8.2. Maximum Liability. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE TERMINATION THEREOF, AND/OR SALE OF THE PRODUCTS HEREUNDER, EXCEED THE AMOUNTS PAID BY DISTRIBUTOR TO COMPANY DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. ALL CLAIMS MADE HEREUNDER BY YOU AGAINST US SHALL BE MADE WITHIN 120 DAYS OF THE ACT OR OMISSION THAT FORMS THE BASIS OF SUCH CLAIMS.

8.3. Reasonable Allocation of Risk. The parties understand and agree that the limitations of liability set forth in this Section 8 are a reasonable allocation of risk between the parties, and, absent such allocation, Company would not be able to charge the prices it is charging for the Products. Furthermore, the limitations of liability set forth in this Agreement shall apply notwithstanding any failure of essential purpose of any limited remedy provided herein.

9. Property Ownership Rights; Use of Company Content

9.1. Right to Use Company Content. Subject to the terms and conditions herein, Company hereby grants to You, during the term hereof, a limited, non-exclusive, non-transferable, revocable, non-sublicenseable, non-assignable right to use and display the Company Content that we may make available to you from time to time solely as provided to you through the distributor network (currently located at www.fleshlightdistribution.com/media) and solely for the purpose of generating sales of Products from your website that we have

approved in writing and solely in connection with the terms of this Agreement. Any attempt to sublicense, assign or transfer this right is void. We may terminate your rights to use the Company Content for any reason at any time in our sole and absolute discretion.

(a) Obtaining and Using Company Content. You agree that you will not, except as specifically provided for in this Agreement (i) copy or obtain any images or other content relating to the Company from the Company's website or elsewhere, except through the distributor network (currently located at www.fleshlightdistribution.com/media), including photography of Company Content used in accordance with Section 9.1 hereof, (ii) copy or display any Company Content, (iii) modify, adapt, translate or create derivative works based on the Company Content, (iv) remove, erase, or tamper with any copyright or other proprietary notices in any copy of any of the Company Content, (v) sell, market, license, sublicense, distribute, disclose or otherwise grant to any person or entity any right or interest in the Company Content, (vi) take any action which may cause deception, confusion or otherwise dilutes the quality of the Company Content or the goodwill associated therewith, or (vii) use the Company Content in any manner which disparages or portrays us in a false, competitively adverse or poor light.

(b) No Keyword Purchasing. You agree that you will not purchase or bid for the placement of our name or trademarks or any variation or misspelling thereof within any third party search engine or portal, including but not limited to AOL.com, Yahoo.com, MSN.com and Google.com., ask.com and miva.com.

(c) Search Engine and Advertising Restrictions. You also agree to the following additional search engine advertising rules: (i) all advertisements by you must be directed to your site or a page within your site, (ii) none of your advertisements may link directly to the Company's website(s) or any page within the Company's website(s), (iii) you will not show the Company's website URL as the URL in your ads, (iv) you will not use the words "official site" or words to similar effect in connection with any use of Company Trademarks, or otherwise suggest or imply that your site is an official Company site or partner, and (v) you will stop bidding on any keyword term at our request.

(d) Company Trademark and Look and Feel Restrictions. Additionally, you agree that (i) you will not include any name, trademark, trade name, service name, logo or similar business identifier, or any variation or misspelling thereof, which is owned or controlled by us in any domain name, email address, or similar identifier used by you, (ii) you will immediately substitute or remove any Company Content from your websites at our request, (iii) your websites and advertisements will not in any way copy or resemble the look, feel or content of the Company's website(s) or create any impression that your websites are part of the Company's website(s), (v) you will not purchase or contract with any other person or entity to exploit any name, trademark, trade name, service name, logo or similar business identifier, or any variation or misspelling thereof, which is owned or controlled by us for any purpose, (vi) you will not use any Company Content in a manner which links or otherwise directs potential customers to any website other than your website or Company's website(s), and (vii) you will not attempt to intercept or redirect potential customers from or on the Company's website(s).

(e) Communications with Consumers. You may not, without our prior written consent, (i) generate or send any email messages, text or mobile messages, or other electronic messages ("Electronic Messages") using or containing our name or logo, or any variation thereof, or any of our trademarks or products, (ii) send any Electronic Messages that in any way suggests or implies or misleads or is likely to mislead (including without limitation, via the return address, subject heading, header information or message contents) a recipient into believing that we or any related entity was the sender or sponsor of such email or procured or induced you to send such email, (iii) forward, redistribute, or otherwise repurpose any Electronic Messages that we send our Customers, and (iv) generate or send any unsolicited email (spam) under this Agreement or any email in violation of the Personal Information Protection and Electronic Documents Act (PIPEDA) or Fighting Internet and Wireless Spam Act (FISA) (including any amendments or successor laws) or any other applicable federal or provincial laws or regulations.

9.2. Proprietary Rights. Distributor agrees that Company owns all right, title, and interest in and to the Company's Intellectual Property relating to the design, manufacture, operation or service of the Products and the Company Content. Distributor shall have no rights with respect to the Products and Intellectual Property related thereto and/or Company Content except as expressly set forth herein.

10. Company Trademarks

10.1. Right to Use. During the term of this Agreement, Distributor will have the right to indicate to the public that it is an authorized distributor of the Products and to use the Company Trademarks solely for the purpose of promotion and distribution of the Products. Prior to the use or distribution of any promotional, advertising or other materials created by Distributor containing any Company Trademarks, Distributor shall obtain written approval from Company with respect to the use of Company Trademarks. If Distributor, in the course of performing its services hereunder, acquires any goodwill in any of the Company's Trademarks, all such goodwill shall inure to the benefit of Company. Company may use Distributor's name to identify Distributor as a Company distributor for use in advertising or promotional purposes.

10.2. No Other Rights. Distributor will not alter or remove any of Company Trademarks applied to the Products by Company. Except for the limited rights set forth in Section 10.1, nothing herein grants or is deemed to grant to Distributor any right, title or interest in Company Trademarks. 10.3. Restrictions. At no time during or after the term of this Agreement will Distributor challenge or assist others to challenge Company's Trademarks or the registration thereof. Distributor shall not adopt, use or attempt to register, whether as a corporate name, trademark, service mark or other indication of origin, any of the Company Trademarks or any mark that is confusingly similar to or will dilute the distinctive nature of the Company Trademarks. Upon termination of this Agreement, Distributor shall immediately cease to use all Company Trademarks.

11. Violation of Terms and Distributor Indemnification

11.1. Violation of any of the terms, conditions or prohibitions contained in this Agreement may result in, among other things, the immediate termination of this Agreement and the commencement of an action by us against you seeking, without limitation, injunctive relief, and the recovery of actual, statutory and punitive damages.

11.2. You, at your own cost and expense, will indemnify, defend and hold harmless, us and our parent, subsidiaries and company affiliates, and each of their respective directors, officers, employees, agents, successors and assigns against any claim, suit, action, judgment, liability, loss, cost, expenses and other damages (even if such claims are groundless, fraudulent or false), including reasonable attorney's fees, based upon or in connection with (i) any breach or alleged breach of your representations, warranties, covenants agreements, or obligations hereunder, (ii) your business or related websites, or any content, technology or other materials displayed or contained thereon, including but not limited to claims of misappropriation or infringement, (iii) your failure or alleged failure to comply with any applicable law, rule or regulation, (vi) claims for unsolicited email, spamming or violation of the Personal Information Protection and Electronic Documents Act (PIPEDA) or Fighting Internet and Wireless Spam Act (FISA), (vii) your misuse, unauthorized modification or unauthorized use of the services or materials provided by us, or (viii) any actual or alleged wrongful or negligent act or omission by you.

12. Modification of Agreement

We reserve the right to modify this Agreement, at any time in our sole discretion, by posting a change of notice or a new agreement on the distributor network (currently located at www.fleshlightdistribution.com) and, if applicable, on the Company's website(s). IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOU AGREE THAT YOUR SOLE RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED SALE

AND/OR PURCHASING OF PRODUCTS FOLLOWING ANY MODIFICATION OF THIS AGREEMENT SHALL CONSTITUTE CONCLUSIVE AND BINDING ACCEPTANCE TO ANY MODIFICATION OR NEW AGREEMENT.

13. Warranty Disclaimer

WE MAKE NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES, WITH REGARD TO THE PRODUCTS SOLD HEREUNDER, THE OPERATION AND MAINTENANCE OF THE COMPANY WEBSITE(S), WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TITLE, ACCURACY OF DATA, NON-INTERFERENCE OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

14. GENERAL PROVISIONS

14.1. Independent Contractors. The relationship of Company and Distributor established by this Agreement is that of independent contractors, and neither party is an employee, agent, partner or joint venturer of the other. Under no circumstances shall Distributor have authority to bind Company in any way. All financial obligations associated with Distributor's business are the sole responsibility of Distributor. All sales and other agreements between Distributor and its Customers are Distributor's exclusive responsibility and will have no effect on Distributor's obligations under this Agreement.

14.2. Compliance with Laws. Distributor shall comply with all applicable national and international laws, rules, treaties, and regulations in its performance of this Agreement.

14.3. Foreign Corrupt Practice Act. In conformity with the United States Foreign Corrupt Practice Act, Distributor and its employees and agents shall not directly or indirectly make any offer, payment, or

promise to pay; authorize payment; nor offer a gift, promise to give, or authorize the giving of anything for value for the purpose of influencing any act or decision of an official of any government or the United States Government (including a decision not to act) or inducing such an official to use his or her influence to affect any such governmental act or decision in order to assist Company or Distributor in obtaining, restraining, or directing any such business.

14.4. Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the substantive laws of State of Texas, excluding its conflict of laws principles. Any lawsuit relating to this Agreement must be brought in the federal or state courts located in Travis County, Texas. Each party hereto expressly consents to the personal jurisdiction and venue of such courts.

14.5. Notices. Any notice required or permitted by this Agreement will be in writing and will be sent by email, registered or certified mail, return receipt requested, or by reputable overnight courier addressed to the other party at the address initially provided by such party or at such other address for which such party gives notice hereunder. Such notice will be deemed to have been given when delivered or, if delivery is not accomplished by some fault of the addressee, when tendered.

14.6. Entire Agreement. This Agreement and the Revenue Share schedule represents the complete agreement and understanding between us and you and supersedes any other oral or written communications or understandings between us and you regarding the subject matter hereof. No amendment or modification to this Agreement will be binding upon us unless agreed to by an authorized representative of us. This Agreement supercedes any conflicting terms and conditions on any work orders, invoices, checks, order acknowledgements, forms, purchase orders, or other similar commercial documents relating hereto and which may be issued by a party after the date this Agreement was first posted.

14.7. Severability. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. The parties agree to renegotiate in good faith any term held invalid and to be bound by the mutually agreed substitute provision.

14.8. No Waiver. Our failure to enforce strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

14.9. Headings. The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify, or place any construction upon or on any of the provisions of this Agreement.

14.10. Independent Investigation. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMERS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF BECOMING A WHOLESALER OR DISTRIBUTOR OF OUR PRODUCTS AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

14.11. Language. This Agreement is in the English language only, and the English language version shall control in all respects. In the event that this Agreement is translated into another language, such translation shall not be binding upon the parties.

14.12. Press Release; Publicity. You agree that you will not issue any press release or make any other similar public announcement that in any way makes any reference to us

without our prior written consent, which consent may be withheld in our sole discretion.

14.13. Force Majeure. Our performance under this Agreement shall be excused to the extent that such performance is hindered, delayed or made commercially impractical by causes beyond our reasonable control.

14.14. Assignment and Binding Effect. Distributor may not transfer or assign its rights or obligations under this Agreement, by operation of law or otherwise, without our prior written consent, and any such attempted assignment shall be void. Subject to such restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns.

14.15. Injunctive Relief. The parties agree that any breach of your obligations regarding Company's Trademarks, Company Content and/or Intellectual Property would result in irreparable injury for which there is no adequate remedy at law. Therefore, in the event of any breach or threatened breach of your obligations regarding Company's Trademarks, Company Content and/or Intellectual Property, we will be entitled to seek equitable relief in addition to its other available legal remedies in a court of competent jurisdiction.

End Of Agreement