

Visual Edge, Inc.

Distributor Agreement & Terms V1.1

07/01/09

Thank you for becoming a distributor for Visual Edge, Inc. (VE). VE is a manufacturer of Reading and Writing Slant Boards. 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 of at least 3 Cases or more annually to maintain Distributorship status with VE. Pricing for VE product will be set at the signing of the agreement. Pricing will be based on the total quantity agreed to purchase over the duration of this agreement. VE product will be shipped to the Distributor on an as needed basis. Distributor will be charged for VE product at the time of shipment. Shipping charges will apply to each shipment.

QUANTITY ORDERED: _____ **UNIT COST:** _____.

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 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.

2nd 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.

3rd Manufacturer's suggested retail will be recognized as Minimum Acceptable Pricing (M.A.P.). Distributor may sell for more than M.A.P.

4th Distributor will provide quality customer service to its customers that buy VE products.

5th Distributor staff will be completely familiar with VE's product features and functions.

6th 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. It will be automatically renewed every one (1) year, unless terminated by either party. Either party may cancel this Agreement at any time, without cause, after thirty (30) days written notice, and for any violations of this agreement after three (3) days written notice.

6. None 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
By: _____
Name

Visual Edge, Inc.
By: _____
Name

Title

Title

Signature

Signature

Date

Date

Visual Edge, Inc.
10835 Sorrento Valley Rd
San Diego, CA 92121

858-643-9030
FAX 858-643-9060
Website www.visualedgesb.com