

**OASIS ADVANCED WELLNESS, LLC**  
**Distributorship Agreement – Oasis Serene & Oasis Serene Plus**

This distributor agreement (hereinafter referred to as the “Agreement”) is signed below by and among Oasis Advanced Wellness, LLC. (hereinafter referred to as “OAW”), a Limited Liability Texas corporation with its principle address as 16770 Imperial Valley Drive Suite 210, Houston, TX 77060 and:

**Name of Company:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**Country:** \_\_\_\_\_

**Company Phone:** \_\_\_\_\_ **Company Fax:** \_\_\_\_\_

**Company Web Site:** \_\_\_\_\_

**Contact Name/ Title:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Resale Number:** \_\_\_\_\_

(Hereafter referred to as “Distributor”)

WHEREAS the Distributor desires to be appointed by OAW as Distributor of Oasis Serene / Oasis Serene Plus (hereinafter referred to as the "Product") subject to the provisions set forth herein.

NOW THEREFORE in consideration of the premises and the mutual covenants herein set forth, it is agreed by and between the parties as follows:

**I. Operational Requirements**

The Distributor shall purchase Oasis Serene / Oasis Serene Plus from OAW for the purpose of resale and is not OAW’s agent or employee for any purpose whatsoever. The Distributor is not given the authority to bind OAW in any contracts or agreements whatsoever. The Distributor accepts such appointment and agrees as follows:

- A. To develop the market for the Product as deemed appropriate.

B. To keep posted on all information, bulletins, and price changes in connection with the Product which may be issued to the Distributor from time to time.

C. To conform faithfully to OAW's sales plans and policies.

D. To covenant, represent, and warrant to OAW that it will not engage in any unfair or improper trade practice in the conduct of its business. Distributor will not sell, lease or rent any other goods that serve the same or a confusingly or deceptively similar function as OAW's goods. Distributor will not sell, lease or rent OAW's goods to other companies that are engaged in the sale, lease or rental of goods that serve the same or a confusingly or deceptively similar function as OAW's goods.

## **II. Prices**

The Distributor's cost will be a percent of OAW's F.O.B. factory published price for the Product and any after market accessories. The current retail price of the Product in U.S. funds is \$29.99 – Oasis Serene; and \$48.99 – Oasis Serene Plus. Distributor shall sell the Product for no less than \$29.99 – Oasis Serene; and \$48.99 – Oasis Serene Plus in U.S. funds. All shipping and collection costs including taxes, exchange, license fees, stamps, and all charges thereon are the Distributor's responsibility. OAW shall have the right, from time to time without notice, to fix and to change its published prices.

## **III. Acceptance Orders**

While OAW will endeavor to accept all orders for reasonable quantities submitted by the Distributor hereunder, it is expressly agreed that all orders are subject to written acceptance by OAW, as in its sole discretion it shall determine, and no order shall be the commitment of OAW until written acceptance thereof has been mailed to the Distributor by OAW, and such acceptance shall be subject to all of the provisions of both this Agreement and OAW's acknowledgment.

## **IV. Payment Terms**

Full payment in the form of cash, certified funds, or credit card must accompany all orders. Full payment as aforesaid is due prior to delivery of orders. In the event any order submitted by the Distributor is cancelled by the Distributor for any reason before shipment, the Distributor shall pay any loss or damage to OAW. OAW will not be liable for failure to perform under this Agreement, if such failure shall be due to fire or to labor, material or car shortage, or to strikes, lock-outs, public enemies, Acts of God, or causes beyond OAW's control. This Agreement shall not be assignable by the Distributor either by voluntary act or by operation of law.

## **V. Terms of Agreement**

This agreement shall be effective for a period of one year and can be renewed by mutual agreement. If either party to this Agreement shall violate any of its terms and conditions, the other party, at its option may, upon ten days written notice to the violator, by certified or

registered mail, terminate this Agreement. The Agreement may, at the option of OAW, be terminated immediately if the Distributor becomes insolvent; violates the laws, regulations, rules, or statutes of any government; ceases doing business; makes an assignment for the benefit of creditors; or commits an act of bankruptcy. OAW's failure to exercise any right hereunder shall not operate as a waiver of such right and all remedies contained herein shall be cumulative.

## **VI. Conflict of Laws**

Any part of this Agreement that is contrary to any federal, state, or local law shall not be applicable and shall not invalidate any other part of this Agreement. In the event of disputes or legal interpretation of the terms of this Agreement, the laws of the State of Texas shall govern and be binding upon the parties hereto.

## **VII. Entire Agreement**

This Agreement contains the entire understanding of the parties and there are no commitments, agreements, or understandings between the parties other than those expressly set forth herein. This agreement shall not be altered, waived, modified, or amended except in writing signed by the parties hereto and notarized.

## **VIII. Arbitration**

Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled by arbitration to be held in Houston, Texas U.S.A., in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any Court having jurisdiction thereof. The Arbitrator will be a retired or current judge, or an attorney licensed to practice law at least ten (10) years. All parties shall initially share the cost of arbitration, but the prevailing party or parties may be awarded attorney fees, costs and other expenses of arbitration.

## **IX. Secrecy**

Distributor agrees not to disclose or use, except as required in Distributor's duties, at any time, any information disclosed to or acquired by Distributor during the term of this contract. Distributor agrees that all confidential information shall be deemed to be and shall be treated as a sole and exclusive property of OAW.

## **X. Governing Law**

This Agreement shall be governed by and be construed in accordance to the laws of the State of Texas, United States of America.

## **XI. Support Services**

OAW will supply to Distributor all acceptable forms of advertising and marketing materials. Distributor may not alter such advertising and marketing materials, in any way, unless approved

by OAW. Each party agrees to comply with the governmental laws and regulations of the United States of America. Distributor agrees to comply with all applicable state and federal laws and/or regulations.

## **XII. Warranties**

OAW expressly warrants that its goods are free from defects of material. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, OAW DOES NOT WARRANT ITS GOODS IN ANY MANNER AT ALL. IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY ARE DISCLAIMED. OAW'S GOODS ARE SOLD "AS IS" AND DISTRIBUTOR UNDERSTANDS AND AGREES THAT NO RELIANCE HAS BEEN PLACED IN OAW'S SKILL AND JUDGMENT TO SELECT OR FURNISH GOODS FOR ANY PARTICULAR PURPOSE.

## **XIII. Indemnification**

**Distributor shall indemnify and pay to OAW, as well as hold OAW harmless against, any and all losses, claims, demands, liabilities, attorney's fees or any other expenses whatsoever which OAW may at any time sustain, incur, or be put to by reason of or in connection with Distributor's performance under this Agreement.**

## **XIV. Additional Terms**

The term "Distributor" refers to and includes any company and/or individual selling OAW's products. The parties agree that all rights to OAW's products will be exclusively owned by Oasis Advanced Wellness, Inc., a Texas Corporation. Distributor agrees that no changes may be made to any of OAW's product formulas, product labels and/or product brochures. No additions, subtractions, or alternations to OAW's products may be made.

## **XV. Notices**

Any and all notices herein shall be in writing and shall be sent by certified mail, return receipt requested, to the addresses set forth at the head of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and the year indicated:

**Oasis Advanced Wellness, Inc., a Texas Limited Liability Corporation**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

TITLE: \_\_\_\_\_

**“Distributor”**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

TITLE: \_\_\_\_\_