

# BROOK CURTIS

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J E W E L R Y

## Distributor Application Form

Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, & Postal Code: \_\_\_\_\_  
Telephone- Home: \_\_\_\_\_ Work: \_\_\_\_\_ Fax: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Email Address: \_\_\_\_\_

I hereby apply to become a Brook Curtis Jewelry Distributor.

Signature (of applicant): \_\_\_\_\_ Date: \_\_\_\_\_

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## Distributor Agreement

BETWEEN:

BROOK CURTIS JEWELRY and BROOKCURTIS.COM, and CREATIVE INTERMEDIA, INC.  
(together, "Brook Curtis Jewelry")

AND:

\_\_\_\_\_  
(the "Distributor")

BACKGROUND:

Brook Curtis Jewelry has developed a unique line of fashion Jewelry ("BROOK CURTIS JEWELRY PRODUCTS") and a unique system for selling Brook Curtis Jewelry Products (the "BROOK CURTIS JEWELRY PROGRAM"). The Brook Curtis Jewelry Program includes the registered trade-marks "BROOK CURTIS JEWELRY COLLECTION" (in design), and other unregistered trade-marks, trade names, and related logos, designs and slogans (the "MARKS").

The Distributor has completed and submitted a Distributor Application Form and has agreed to become a Brook Curtis Jewelry Distributor and be bound to the terms of this Agreement if Brook Curtis Jewelry accepts the application. This Agreement sets out the conditions by which Brook Curtis Jewelry grants the Distributor the right to purchase Brook Curtis Jewelry Products and sell them in accordance with the Brook Curtis Jewelry Program.

Brook Curtis  
P.O. Box 635  
Azusa, Ca 91702  
310-686-1210

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## TERMS AND CONDITIONS

Unless otherwise defined in the Agreement, all capital terms used in the Agreement shall have the meanings given to them in the Confidential Distributor's Guide.

Each party to this Agreement acknowledges receipt of good and valuable consideration and agrees to the following terms and conditions:

1. Brook Curtis Jewelry grants the Distributor a non-exclusive license and right to purchase Brook Curtis Jewelry Products and to use the Brook Curtis Jewelry Program, the Marks and the Confidential Distributor's Guide anywhere in Canada and the United States of America in accordance with this agreement.
2. Brook Curtis Jewelry may amend the Confidential Distributor's Guide from time to time at its sole discretion. The provisions of the Confidential Distributor's Guide as revised from time to time shall constitute provisions of this Agreement as though incorporated specifically in this Agreement. When Brook Curtis Jewelry makes revisions, it will provide revised pages of the Confidential Distributor's Guide to the Distributor. The Distributor will at all times maintain a complete and up-to-date Confidential Distributor's Guide. In the event of a dispute as to the contents of the Confidential Distributor's Guide, the master copy maintained by Brook Curtis Jewelry shall govern.
3. The Distributor acknowledges that the reputation and goodwill of the Brook Curtis Jewelry Program is based on the quality of goods and services Brook Curtis Jewelry and its Distributors provide to customers. The Distributor further acknowledges that the provisions contained in this Agreement are reasonable to protect the reputation and goodwill of the Brook Curtis Jewelry Program.
4. The Distributor will not sell Brook Curtis Jewelry Products using any selling techniques, in any places, or by any means which are not part of the Brook Curtis Jewelry Program. The Distributor acknowledges that Brook Curtis Jewelry may regulate or limit the sale, exhibition, and display of Brook Curtis Jewelry Products in public, retail or service establishments of any kind, and agrees to obtain written permission from Brook Curtis Jewelry in Advance of participating, or agreeing to participate, in such a sale, exhibition, or display.
5. The Distributor will not sell any goods or items from suppliers other than Brook Curtis Jewelry which compete with Brook Curtis Jewelry Products while this agreement is in effect. The Distributor will not sell Brook Curtis Jewelry Products at the same time and place as goods or items from suppliers other than Brook Curtis Jewelry. The Distributor will purchase from Brook Curtis Jewelry all packaging, labeling, visual advertising, and promotional materials which relate to the Brook Curtis Jewelry Program.
6. The Distributor will pay for all Brook Curtis Jewelry Products and other items purchased from Brook Curtis Jewelry at Brook Curtis Jewelry's wholesale prices, and under the terms and conditions set out in the Confidential Distributor's Guide.
7. Brook Curtis Jewelry will set the wholesale prices to be paid by the Distributor for all items including Brook Curtis Jewelry Products. Wholesale prices will be the same for all Distributors purchasing products for delivery in the same country. Changes to these prices shall be effective immediately upon written notice being given to the Distributor. Distributors are responsible for shipping and insurance costs. All amounts payable by the Distributor for wholesale cost, insurance and freight of and for these items will be charged to the Distributor's account. The Distributor will pay this account in accordance with the terms set out in the Confidential Distributor's Guide.

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8. Brook Curtis Jewelry will use its best efforts to fill promptly all orders for Brook Curtis Jewelry Products received from the Distributor. The Distributor acknowledges that all Brook Curtis Jewelry Products may not be available at all times. The Distributor agrees that Brook Curtis Jewelry will not be liable for any delay in delivering Brook Curtis Jewelry Products ordered by the Distributor from time to time, and that Brook Curtis Jewelry may discontinue any Brook Curtis Jewelry Product at any time.
9. The Distributor will utilize the marketing methods in the Confidential Distributor's Guide, present Brook Curtis Jewelry Products and all matters relating to the Brook Curtis Jewelry System in a truthful, honest manner, and uphold the highest standards of integrity, honesty, and responsibility when dealing with customers and other Brook Curtis Jewelry Distributors.
10. Brook Curtis Jewelry will provide the Distributor with one Confidential Distributor's Guide, marketing materials, and other sales aids developed by Brook Curtis Jewelry from time to time, together with ongoing promotional assistance and regular communication to keep the Distributor up-to-date with respect to important developments in the Brook Curtis Jewelry System.
11. The Distributor agrees to pay when due all local, provincial and federal taxes and fees, and to operate the business in compliance with all applicable laws.
12. The license granted by this Agreement allows use of the Brook Curtis Jewelry System and Marks only in connection with the Sales of Brook Curtis Jewelry Products in strict accordance with this Agreement. Nothing in this Agreement gives the Distributor any other rights, title or interest into to any part of the Marks or the Brook Curtis Jewelry System. The Brook Curtis Jewelry Marks shall only be used in strict accordance with the written directions from Brook Curtis Jewelry (many of which are contained in the Confidential Distributor's Guide). The Distributor's name must be clearly marked on all documented and electronic representations concerning their business as well as on any stationery, business cards, purchase orders, sales slips, checks and other business documents, and directory listings or entries, whether in printed or electronic form, in a manner approved by Brook Curtis Jewelry which clearly indicates that the Distributor is an independent Distributor operating the business pursuant to a license from Brook Curtis Jewelry.
13. The Distributor agrees that Brook Curtis Jewelry may at its sole discretion regulate or limit the Distributor's use of public and private computer networks and online services, including but not limited to the Internet, for any purpose which involves the Brook Curtis Jewelry Products, the Brook Curtis Jewelry Program, or the Brook Curtis Jewelry Marks. Without limiting the generality of the foregoing, the Distributor agrees not to register, obtain rights to, or otherwise hold or use a domain name, Universal Resource Locator, keyword, or other such instrument which incorporates the Brook Curtis Jewelry Marks in whole or in part, or which might in any way be construed as belonging or referring to Brook Curtis Jewelry, except with the express written permission of Brook Curtis Jewelry.
14. The Distributor acknowledges that Brook Curtis Jewelry is the owner of the copyright in the Confidential Distributor's Guide and all other systems, binders, videotapes, computer software and files, web pages, and any other materials on printed, photographic, magnetic, optical, electronic, or other media (and including all revisions to any of the foregoing), which from time to time form part of the Brook Curtis Jewelry Program (collectively referred to as the "COPYRIGHTED MATERIALS"). The Distributor acknowledges that the Distributor's right to use the Copyrighted Materials is derived solely from this Agreement and is limited to the conduct of business by the Distributor under this Agreement. The Distributor acknowledges that the Copyrighted Materials remain the property of Brook Curtis Jewelry. The Distributor acknowledges that Brook Curtis Jewelry may collect and hold a reasonable deposit for these items while they are in the Distributor's possession.

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15. The Distributor acknowledges that Brook Curtis Jewelry possesses know-how comprised of methods, techniques, specification, materials, procedures, information, systems and knowledge of and experience in the Jewelry industry (collectively referred to as the "Know-How"). Brook Curtis Jewelry will disclose the Know-How to the Distributor in the training program, the Confidential Distributor's Guide and in guidance furnished to the Distributor in strict confidence during the term of this Agreement. The Distributor does not acquire any proprietary interest in the Know-How or in any part of it, other than the right to use it in accordance with this Agreement. The Distributor acknowledges that the Know-How is proprietary and is a valuable trade secret of Brook Curtis Jewelry, and to respect the confidence so reposed.
16. The Distributor will not, while this agreement is in force and for a period of one year after termination of this Agreement, directly or indirectly, carry on or otherwise be engaged in or interested in any business which is competitive with Brook Curtis Jewelry within one hundred kilometers of any location where the Distributor previously sold Brook Curtis Jewelry Products.
17. Upon termination of this Agreement for any reason, the Distributor shall forthwith discontinue use of the Marks, Confidential Distributor's Guide, other Copyrighted Materials, Know-How and other materials provided by Brook Curtis Jewelry. The Distributor shall not thereafter operate or do business under any name or in any manner that might tend to give the general public the impression that the Distributor is directly or indirectly associated, affiliated, licensed by or related to Brook Curtis Jewelry, and the Distributor shall not, directly or indirectly, use any Mark, or any other name, logo, signage, symbol, insignia, slogan, advertising, copyright, design, trade secret, process, system, method of operation or format confusingly similar to or colourably imitative of those used by the Brook Curtis Jewelry System. The Distributor acknowledges the proprietary rights of Brook Curtis Jewelry System as set out in this Agreement and agrees to return to Brook Curtis Jewelry the Confidential Distributor's Guide, all promotional and training materials, and all other confidential information relating to the Brook Curtis Jewelry System forthwith upon termination of this Agreement.
18. The Distributor acknowledges that the rights and duties created by this Agreement are personal to the Distributor and may not be assigned in any way.
19. Except as otherwise provided in this Agreement, the Distributor agrees to indemnify Brook Curtis Jewelry for any claims arising out of the operation of the Distributor's business. This indemnity shall continue after termination of this Agreement.
20. The parties intend by this Agreement to establish the relationship of distributor and distributee, each as an independent contractor, and it is not the intention of either party to establish a fiduciary relationship, to undertake a joint venture, to make the Distributor in any sense an agent, employee, affiliate, associate or partner of Brook Curtis Jewelry or to confer on the Distributor any authority to act in the name of or on behalf of Brook Curtis Jewelry.
21. If either party chooses to terminate this agreement within three months of its coming into effect, Brook Curtis Jewelry agrees to repurchase Brook Curtis Jewelry Products and other items Brook Curtis Jewelry has sold to the Distributor, up to the wholesale cost of the items initially purchased by the Distributor as specified on the Distributor Application Form (the "RETURNED SHOWCASE"). The Distributor must deliver the Returned Showcase prepaid to Brook Curtis Jewelry. The Returned Showcase must be received by Brook Curtis Jewelry within three months of the earliest date that Brook Curtis Jewelry shipped or supplied Brook Curtis Jewelry Products to the Distributor. The items making up the Returned Showcase must not have been worn, and must be in their original packaging and in saleable condition. Brook Curtis Jewelry may return any items not meeting these conditions to the Distributor, at the Distributor's expense. Brook Curtis Jewelry will issue a check for the wholesale

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cost of the Returned Showcase by the 15<sup>th</sup> day of the month following that in which it receives the Returned Showcase.

22. This Agreement and all other documents referred to herein set forth the entire agreement between Brook Curtis Jewelry and the Distributor.
23. This Agreement shall be construed and interpreted according to the laws of the state of California and the laws of United States, and as appropriate, shall have the jurisdiction to entertain any proceeding in respect of this Agreement, and the Distributor and Brook Curtis Jewelry each attorn to the jurisdiction of such Courts in all matters related to this agreement.
24. The submission of this Agreement to the Distributor does not constitute an offer by Brook Curtis Jewelry. This Agreement shall only become effective when it has been signed by both Distributor and Brook Curtis Jewelry. This Agreement may be terminated at any time by either party, forthwith upon giving written notice to the other.

IN WITNESS WHEREOF Brook Curtis Jewelry and the Distributor have executed this Agreement on the dates set forth below:

## THE DISTRIBUTOR

Distributor's Signature \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## BROOK CURTIS JEWELRY.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signatory

## BROOK CURTIS JEWELRY .

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signatory

Mail Completed application to:

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