

**HUB DISTRIBUTING, INC.**

**U.S. VENDOR MERCHANDISE SUPPLY AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, by and between Hub Distributing, Inc., a Delaware Corporation, having an office at 2501 East Guasti Road, Ontario, California 91761, United States of America (hereinafter referred to as the "Company"),  
and \_\_\_\_\_ (Vendor Name \_\_\_\_\_)  
\_\_\_\_\_ ) having an office at (Vendor's Office  
Address \_\_\_\_\_ ) \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the "Vendor")

**W I T N E S S E T H :**

WHEREAS, Vendor is engaged in the manufacture and/or sale of garments and/or other items of merchandise ("Merchandise"), including, but not limited to watches, jewelry, novelty items, etc.;

WHEREAS, Company wishes to purchase Merchandise from Vendor pursuant to purchase orders issued by Company ("Orders") from time to time on the basis of the terms set forth herein, and Vendor is willing to sell to Company on that basis;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereby agree, as follows:

1. **Purchase Contract Terms:** All Orders and all sales of Merchandise by Vendor to Company shall be governed by and subject to the Purchase Contract Terms and Instructions ("Purchase Contract Terms") that are available for review and downloading at <http://anchorblue.com/vendor/> ("Company's Vendor Website"). Vendor acknowledges that the Purchase Contract Terms may change from time to time and that as to each Order, the Purchase Contract Terms as posted on the Company's Vendor Website at the date of Vendor's receipt of the Order shall apply to the Order. Vendor agrees that it will request a copy of the Company's Vendor Manual if at any time it is unable to access the same at the Company's Vendor Website.

2. **Compliance With Vendor Manual Requirements:** Vendor shall comply in all respects with Company's Vendor Manual which is available for review and downloading at the Company's Vendor Website. Vendor acknowledges that the requirements of the Company's Vendor Manual may change from time to time and Vendor will assure that as to each Purchase Order it will comply with the current

requirements. Vendor agrees that that it will request a copy of the Company's Vendor Manual if at any time it is unable to access the same at the Company's Vendor Website.

3. **Compliance With Company's Code Of Conduct:** Vendor hereby agrees and warrants that as to all Merchandise manufactured (in whole or in part) outside the United States, Vendor shall comply (a) with Company's Code of Conduct (the "Code of Conduct") that is available for review and downloading at Company's Vendor Website and (b) shall comply with all applicable laws of the countries of manufacture, including but not limited to those relating to (i) wages, overtime compensation, employment-related benefits, payment of workers, and terms and conditions of employment, (ii) discrimination in hiring, employment decisions, and terms of employment, (iii) collective bargaining and freedom of association, (iv) workplace conditions and safety, (v) environmental matters, (vi) child labor and prison, indentured, bonded, forced or slave labor.

4. **Term and Termination:** This Agreement shall continue in effect unless and until terminated by Company or Vendor on ten (10) days' written notice to the other, provided that no termination of this agreement shall affect or alter the parties obligations with respect to any pending Orders or work in progress under any pending Orders, subject only to any contrary provisions of the Purchase Contract Terms. Nothing herein shall obligate Company to place any Orders with Vendor or obligate Vendor to accept any Orders from Company.

IN WITNESS WHEREOF, each party has caused its duly authorized representative to sign this Agreement on its behalf.

HUB DISTRIBUTING, INC.

By \_\_\_\_\_  
Its Senior Vice President

VENDOR: \_\_\_\_\_

By \_\_\_\_\_  
Its Authorized Signatory