



**PUBLISHER/DISTRIBUTOR PURCHASING AGREEMENT  
MAGAZINE PRODUCT**

TNG is referred to as "Wholesaler". The Publisher/Distributor is referred to as "Supplier". Whereas, Supplier is engaged in the publishing or the circulation of certain products and Whereas, Wholesaler is a wholesale distributor of various products; and Whereas, Supplier and Wholesaler desire to enter into an agreement for the supply, distribution and sale of certain products, hereinafter referred to as "Product" or "Products". TNG is comprised of ownership agencies as well as limited partners. The ownership agencies have their accounting based in the Richmond, Vancouver facility while the limited partners handle their own accounting in each location. If and when a Supplier gains acceptance of terms from our national office, Supplier will be given a listing of agencies to then solicit their product in. Upon approval regionally, Supplier will be given the necessary payment address information as well as any local set up fees and/or stipulations that may apply.

**GENERAL TERMS**

During the term of this agreement, either party may terminate the agreement with 30 days written notice.

A magazine BIPAD number must be encoded in the UPC barcode. A BIPAD number can be obtained from BIPAD Inc., [www.bipad.com](http://www.bipad.com)

**PAYMENT TERMS**

Payment for all product will be based on total charges less the following possible deductions (fees may increase from time to time as warranted): Returns Credit; Delivery Charges; A \$500 set up fee applies on a per vendor basis and must be paid in advance by check or wire. Damaged Publication Copies; Current Billing; Premature Billing; Inventory on Hand; Uncredited Returns; Anticipated Returns; Handling Fees; Outstanding Checks; Return Freight Costs; Non-Core Distribution Fees; Removal of Pricing Labels; Required Invoice Copies for Returns (\$50.00 per billing period). A \$150 annual marketing fee applies to each title.

Wholesaler will make the first payment for all products 120 days after off sale of product. Product will be returned for credit during the normal course of business and throughout the on sale period, no guaranteed shelf life is tendered for the product nor are there any guarantees on the percentage of received draw distributed. Subsequent payments will be scheduled to be paid every 120 days after on sale of Products by Wholesaler. Any amendment to the first payment of subsequent payment schedule must be noted in writing and agreed upon through TNG.

Supplier agrees to pay any credit balance due Wholesaler upon demand. Supplier will make such payment in cash or by check within ten (10) days of such demand. Supplier agrees to credit Wholesaler's account for all delivery shortages, non-receipt and damaged product claimed by Wholesaler. Supplier will not offset credit balance due Wholesaler with balances owed by another Wholesaler including but not limited to other divisions of TNG.

Right to Offset: TNG wholesale distribution centers are entitled to offset credits due us for returned amounts against amounts otherwise due to the Suppliers. This offset is applicable to all of our distribution centers, in the aggregate where applicable, notwithstanding the fact that one or more distribution centers may be invoiced separately by the Supplier. We understand and agree that the credits themselves must be valid in accordance with your return policy before they may be offset

If Supplier has a direct selling relationship with any of the outlets that are serviced by TNG, the Supplier must provide the outlets to which they are selling direct in advance of any shipments being sent to TNG. TNG has the right to terminate the agreement immediately upon notification or discovery of any such direct relationship(s).

**SHIPPING INFORMATION**

Supplier agrees to ship all product copies, freight prepaid, to arrive at Wholesaler's warehouse at least ten (10) working days prior to the scheduled on-sale date and no earlier than seventeen (17) days prior to on sale. Supplier will provide a packing slip or invoice with shipped product. If the product is not received in the required advance time frame, Wholesaler's receiving department at no cost or consequence can refuse the merchandise to Wholesaler.

**BILLING INFORMATION**

Supplier agrees to provide Wholesaler's accounts payable department with an individual itemized statement, copies of invoices, and credit memos for each shipping location within ten (10) days following month's end. Wholesaler will make no payment until an itemized statement is provided. The agreed upon discount shall remain effective and convey through any changes outside the control of the Wholesalers. Supplier shall send all statements to the appropriate Wholesaler location as specified upon the ordering agreement made at each location.

Allotment notices, order forms, sales information, distribution related information, call-in notices, etc. should be emailed to each distribution center's key distribution contact. Allotment notices must be sent to each location's IPDA mailbox. TNG is to be made aware of any change in scan codes, cover prices or net cost billing discount in advance of such notices being emailed at least 60 days in advance of on sale.

**INDEMNIFICATION**

Supplier shall hold harmless TNG or affiliated corporations, their officers, agents, representatives or any of its customers against any loss, damages, fines, judgments, expenditures or claims including counsel fees, legal expenses and other costs, actually incurred by them or any of them in connection with any claim arising out the distribution or return of the product or out of a relationship which exists or may have existed between Supplier and another distributor, or in connection with the distribution of any Product, or any issue thereof, or any promotional material provided by the Supplier, when same is questioned or objected to by public authorities, or other authorities, or in defending or settling any claim, civil action or criminal prosecution against them, garnishment or any of them arising out of the use of the title of said Product or the contents and printed matter, including advertisements, pictures or photographs contained in the covers or a page of said Product, or in any supplementary questioning or challenging their right to distribute said Product or other proceeding or action.

**RETURNS INFORMATION**

Supplier will credit Wholesaler for unsold copies via an Affidavit of Return. Actual copies are rendered unsaleable, instantly destroyed and recycled. Supplier agrees to not reject unsold copies as too old for credit.

This contract is for national approval thus allowing Supplier to solicit product to each region within TNG. Supplier understands that each individual region of TNG may have their own local set up fees and stipulations. Supplier agrees to complete the Vendor Application and New Title Information Sheet and list any exceptions to the agreed upon criteria in this contract in writing.

\_\_\_\_\_  
Signature Authorized Agent or Supplier

\_\_\_\_\_  
Date