

AGREEMENT

DATED:

DISTRIBUTION AGREEMENT

THIS AGREEMENT is made between:

- (hereinafter referred to as Agent)), with their principal place of business located at **And** **Tourmaline Marketing & Inv. Company** (hereinafter referred to as the FIRM), with their principal place of business located at Khleda, Tila'a Al-Ali ,Aref Al-Najjar St. BLV5/F1, Amman – Jordan

Both Agent and Firm may hereafter be referred to individually as a "Party" and collectively as the "Parties." The pronouns "he" and "his" are used exclusively herein only for convenience and shall be deemed when the facts so require, meaning "she" and "her" respectively.

WHEREAS, the Firm desires to retain the services of the Agent based upon the terms and conditions hereafter set forth; and
WHEREAS, Agent desires to render services to the Firm; and
WHEREAS, the Parties wish to enter into this agreement for the purposes of establishing and implementing a business concern in the Belgium, Luxembourg, USA, Poland, and Hungary for the promotion and sale of Ashtar Dead Sea products.

NOW, THEREFORE, in consideration of the covenants and agreements herein made, the parties hereto agree as follows:

The Agent finds customers/ distributors to sell and distribute Ashtar Dead Sea products ineffective upon Agent successfully finding customers/distributors in each above mentioned countries separately. Sales in these countries will be rewarded by the FIRM to the agent in the form of commission of net sales. The payment of this commission will take place not later than the last day of each month after the FIRM recive all the due payments from the distributors/buyers.

The Agent and the distributore have complete and total rights to utilize the trademark of the Firm for the purposes of advertising and promotional activities for the duration of this contract.

This Agreement shall be valid in duration for one calendar year from the date of its execution, unless otherwise terminated in writing by both parties. In case the Firm decides to terminate the contract one-sidedly, the Firm engages into the obligation of paying the Agent a commission on net sales achieved from the above-mentioned countries for the period of 1 more year after Agreement termination.

Agent / distributors do hereby and hereon agree that he will not engage in the sale or promotion of any other Dead Sea Products , which would directly compete with the Products contemplated in this agreement for the duration of this agreement.

The Distributor's task is to arrange the sale of Ashtar Dead Sea in his market.

In carrying out his duties, the Distributor is free to decide how and with whom he sells Ashtar Dead Sea products.

Any liabilities, which may arise out of this agreement in, in which the Agent is the direct cause, will be the borne by the Agent. The FIRM will provide for all product liability insurance.

The Agent will inform the Firm of any and all general developments in markets with regard to Dead Sea products. The Distributors have the right to hire sub-Agents or representatives to aid in the sale of Ashtar Dead Sea products in their markets.

If Agent wishes to transfer his right of representation of the Firm to a third party for any reason, the Agent is permitted to transfer all his obligations and rights enumerated herein with respect to this contract to the third party. Having informed the Firm of the same in writing, and upon receiving the Firms approval in writing. The Firm may only refuse such a transfer if it can prove that such a transfer would be disadvantageous to the Firm.

The Agent is not permitted to represent directly or indirectly any competitor of the Firm, which deals in Dead Sea products for the duration of this contract.

The Firm must support the Agent by providing available information necessary for the fulfillment of this contract.

It is agreed herewith that selling prices to Distributor's customers in his market will be fixed by the Distributor; taking into consideration the Agent will not over price, considering the common and current selling prices in his market to ensure competitiveness.

Terms of payment accepted by the Firm are cash in advance for all initial less than & irrevocable and confirmed bank letter of credit payable at sight for other orders, each order to be paid separately.

Any disputes arising out of this contract shall be settled according to Jordanian Law.

Price of Ashtar Dead Sea products, for each order to be calculated separately, as the purchasing prices to the Agent from the Firm are as follows:
(Validity of prices is fixed, unless a major factor is affecting the Firm's cost, i.e. Raw material prices, Foreign exchange rates, etc.)

MISCELLANEOUS.

Entire Agreement.

This Agreement, including any Schedules referred to herein, sets forth the entire agreement and understanding between the Parties and merges and supersedes all prior discussions, agreements, and understandings between the Parties. No Party shall be bound by any condition, definition, warranty or representation other than as expressly provided for in this Agreement.

Modification.

This Agreement shall not be changed, modified or amended, except by a writing signed by the Parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

Effect.

This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, successors, assigns, executors and administrators.

Assignment.

This Agreement may not be assigned by either party without the express written consent of all parties to this Agreement.

Severability.

In the event any paragraph or provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable part had been severed and deleted.

Notice.

Any notice hereunder shall be in writing and shall be given to the Parties at their respective addresses set forth herein (or to such other address as such Party may have fixed by notice; provided, however, that any notice of change of address shall be effective only upon receipt) by certified mail, return receipt requested, and shall be deemed to have been given on the third (3rd) day following the day so mailed.

Paragraph Headlines.

The paragraph headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement of Four (4) pages, exclusive of cover page, as of the date set forth below.

Tourmaline Marketing & Inv. Company
BY: Mr. Tareq Tamimi
AMMAN, JORDAN
Date: 17 Dec. 2005