

DISCLOSURE STATEMENT
PURSUANT TO RULE
15c2-11
SECURITIES EXCHANGE ACT OF 1934

OCTOBER 6TH, 2008

NEWRON SPORT

TRADING SYMBOL:

NSPT

ALL INFORMATION CONTAINED IN THIS INFORMATION AND DISCLOSURE STATEMENT HAS BEEN COMPILED TO FULFILL THE REQUIREMENTS OF THE RULE 15c2-11 AS PER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED AND HAS NOT BEEN REVIEWED OR FILED WITH THE NASD OR ANY OTHER REGULATORY BODY.

PART A. GENERAL COMPANY INFORMATION

ITEM 1. EXACT NAME OF ISSUER

The exact name of the Issuer is **Newron Sport**

ITEM 2. ADDRESS OF THE ISSUERS PRINCIPAL EXECUTIVE OFFICES

Address of the Issuers Principal Executive Offices is:

1785 E Sahara Ave
Suite 490
Las Vegas, NV 89104

The firm that will oversee the investor relations is Taylor Capital Inc.

ITEM 3. ISSUER'S STATE OF INCORPORATION

The Issuers state of Incorporation is Nevada. The Corporation was incorporated on March 3rd, 2003. On October 3rd, 2008 the Issuer changed its name to Newron Sport.

ITEM 4. NAME AND ADDRESS OF TRANSFER AGENT

Madison Stock Transfer
PO box 145
Brooklyn, NY 11229-0145
msti@verizon.net
Tel: 718-627-4453
Fax: 718-627-6341

The Transfer Agent is registered under the Exchange Act. The regulatory authority of the Transfer Agent is the SEC.

ITEM 5. NATURE OF THE ISSUER'S BUSINESS

Newron Sport, the Issuer, has a 10% interest in Newron Design, Inc. (see Appendix "B" and a Distribution Agreement (see Appendix "C") which provides Newron Sport with certain distribution rights for Newron Design, Inc., Patented inline skates.

Newron Sport will market high technological sporting goods for the mass of the population and will serve as brand name and identity name for the products first set of Patented inline skate products. The product launch of the patented inline skate will be marketed as a design for safety and to

give the same sensation and stride as an ice skate and taking away all the discomforts of a regular inline skate. With a world wide patented tandem device, a user could enjoy inline skating on hard and rough surfaces without the vibrations and loss of balance because of surface imperfections as the Newron skate system will absorb and give the skater the feel and smooth glide, stride and manoeuvrability of an ice skate and give the skater a safer and more efficient braking system than the conventional inline skates.

A. Business Development

i) The form of the organization of the Issuer.

The Issuer is a corporation.

ii) The year the organization was formed

Newron Design, Inc. was formed in March 2003. The skate technology has been re-tooled and redesigned for the patent process since 1996. Newron Sport was incorporated on July 31st, 2008, under the name Newron Sport, N.A., which has been acquired by Pure H2O Inc., and has concurrently changed its name to Newron Sport.

iii) The issuers fiscal year end

The fiscal year end is December 31st.

iv) Whether the issuer (and/or predecessor) has been in bankruptcy, receivership, or any similar proceeding

The Issuer has **not** been in bankruptcy, receivership or any similar proceeding.

v) Any material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets not in the ordinary course of business

Pure H2O Inc. acquired Newron Sport N.A. Please see Exhibit A – Agreement and Plan of Reorganization, as amended – the “Plan”.

vi) Any default of the terms of any note, loan, lease or other indebtedness or financing arrangement requiring the Issuer to make the payments

The Issuer has **not** defaulted on any terms of any note, loan, lease or other indebtedness.

vii) Any change of control

Yes. There was a change of control. Mr. Robert Ritondo and Alain Roy became officers and majority owners of the Issuer.

viii) Any increase in 10% or more of the same class of outstanding equity securities

Yes. When the acquisition was complete, Newron Sport issued 80 million shares of its restricted stock, which constitutes more than 10%. See the “Plan”

ix) Describe any past, pending or anticipated stock split, stock dividend, recapitalization, merger, acquisition, spin-off or reorganization

The Issuer recently conducted a reverse-split in the amount of 1 common share for every 75,000 common shares held. A reverse split of 1:75,000. This split became effective October 3rd, 2008.

Please see Exhibit A – the “Plan.”

There is no other past, pending or anticipated, stock dividend, recapitalization, merger, acquisition, spin off or reorganization.

x) Any delisting of the Issuer’s securities by any securities exchange or NASDAQ

No. Since the incorporation of the Issuer, the Issuer has been a non-reporting entity.

xi) Any current, past or pending or threatened legal proceedings or administrative actions either by or against the Issuer that could have a material effect on the Issuer’s business, financial condition, or operations. State the names of the principal parties, the nature and current status of the matters and the amounts involved

No.

B. Business of the Issuer

The Issuer, Newron Sport, which has a 10% ownership of Newron Design, Inc., through a Stock Sale Agreement and a Distribution Agreement with Newron Design, Inc. (see Appendix “B” and “C”). Newron Design, Inc. is a manufacturer of sporting goods and equipment, as well as a marketing company dedicated to improving the games and safety for young and old. Newron Design, Inc.’s main business is to make quality, tested products, in the inline skate arena. Initial product sales will come through the Newron inline skates, which will be sold via our designated distributors who are established in the wholesale of sporting goods industry through their different retail channels who target direct to consumers. The Newron inline skates is intended both to help prevent injury and to improve athletic performance via its confidence enhancing attributes among inline skate sports participants. The Newron inline skate seeks to foster the enjoyment of sports by young and older people. Newron Design, Inc. is focused to grow the business and to establish Newron as a product leader and innovator in its specialty niche.

Newron’s patented inline skates will be marketed for the mass population. The product is designed for safety and to give the same sensation, feel and stride as an ice skate, while taking away all the discomforts of a regular linear inline skate. With our patented tandem device, you could enjoy inline skating on hard and rough surfaces without the vibrations and loss of balance because of surface imperfections as the Newron skate system will absorb these imperfections and give the skater the feel and smooth glide, stride and manoeuvrability of an ice skate and give the user a safer and more efficient braking system than the conventional inline skates.

Please see Appendix “C” for more information on the Distribution Agreement.

1. The Issuers primary and secondary SIC Codes

Primary code: 3949 Sporting and Athletic Goods, Not Elsewhere Classified

Secondary code: 5941 Sporting Goods Stores and Bicycle Shops

2. If the issuer has never conducted operations, is it in the developmental stage or currently conducting operations

The Issuer is currently conducting operations. Research and Development has been completed by Newron Design Inc. Newron Design, Inc. has a US Patent on the inline skates and is Patent Pending Worldwide. The Issuer is currently focused on sales of the Patented inline Newron skates.

3. State the names of any parent, subsidiary, or affiliate of the issuer, and describe its business purpose, its method of operations, its ownership and whether it is included in the financial statements attached to this disclosure statement

There is no parent or affiliate of the Issuer. However, Newron Sport has a 10% interest in Newron Design Inc., which has developed the design and manufacturing of the Patented inline skate.

Newron Design Inc. is 75% by Mr. Alain Roy and 15% by Mr. Robert Ritondo.

Newron Design Inc.'s financials will not be included in this disclosure statement.

4. The effect of existing or probable governmental regulations on the business

There is no government regulation overlooking the inline skate market.

5. An estimate of the amount spent during each of the last two fiscal years on research and development activities, and if applicable, the extent to which the cost of such activities are borne directly by customers

There has been no money spent on research and development by Newron Sport. Newron Sport has acquired a 10% ownership of Newron Design, Inc. by way of a \$500,000 Promissory Note, for the purchase for 10% of Newron Design, Inc.

Newron Design, Inc., to date, including the inception of the design, money spent on research and development, has been approximately \$600,000. The money has been used for materials for prototypes, product development, and trademark acquisition as well as general and administrative costs.

Newron Sport, will not be spending any money on activities that will be borne directly by the customer.

6. Costs and effects of compliance with environmental laws (federal, state and local)

The Issuer cannot foresee any substantial changes with environmental (federal, state and/or local) that could adversely affect the business of the Issuer at this time.

7. Number of total employees and the number of full time employees

The Issuer has 6 total employees. 1 full time and 5 part-time employees, respectively.

C. Investment Policies

1. Investment in Real Estate or Interest in Real Estate

The Issuer does not own any real estate.

2. Investments in Real Estate Mortgages

The Issuer does not own any real estate mortgages

3. Securities of or interests in persons primarily engaged in Real Estate.

The Issuer does not intend to invest in securities or interests in persons primarily engaged in real estate activities

ITEM 6. NATURE OF THE PRODUCTS OR SERVICES OFFERED

1. Principal products or services and their markets:

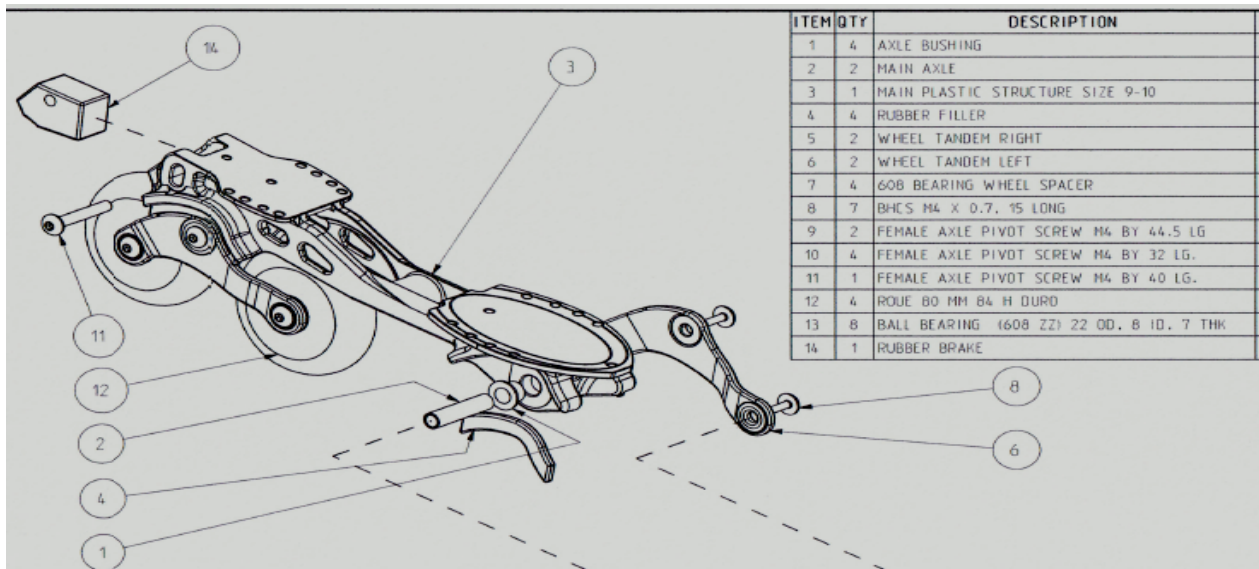
Newron Sport is in the business of distributing products of Newron Design, Inc that will provide improvement and safety among sport participants and more. The primary function of the Newron inline skates is to improve performance, confidence and safety. The product may also serve to protect its wearer from the more severe outcomes resulting from this sport. Mr. Alain Roy has designed a product that can be produced at low cost, that is lightweight, that has performed in independent university tests as well as anything commercially available in inline skate capability, and has been worn in competition for more than a year by professional athletes, especially professional hockey players and other athletes competing in skating. The players themselves report that their performance has improved dramatically in

every way. They contend that performance is actually improved also due to the mental confidence they experience from wearing the Newron inline skates. The fear of painful injury is reduced and hence the athletes perform with fundamentally sound ice skate biomechanics and with more confidence and which also makes this the perfect off ice hockey skating training system.

The management of Newron Sport feels that the inline skates can be successfully marketed both as a touring skate and off ice hockey skate.

Products

Newron Design, Inc. is a progressive company that has been able to combine hi-tech materials and innovative ideas to produce this revolutionary inline skate system with no present competition. We now have a patent #6227551B1 and we are in the process of acquiring trademarks on our other products along with corresponding patents. Some of our hi-tech implementation will be noticeable when we introduce our pro series. This should make skating more comfortable, lighter and incredible performance due to the engineering and new light weight materials and special part designs.



Touren® is a touring inline skates product line for recreational and fitness skaters that offers safe better balance, manoeuvrability and also offers that “feels like ice” sensation.

Trainon®, is an off ice hockey training inline skates product line that offers speed, and excellent manoeuvrability, and the same bio mechanics as a ice skating system.

Newron's third product is the Pro series inline skate which is in development stage so a pending patent and trademark have been applied for.

The emphasis in the past has been to sell skates and very few replacement parts. The number of skaters is not restricted to any one single country, continent, or age group, so there is a world market. Newron has products for virtually every group of skaters. The *fastest growing* segment of this sport is the fitness skater. Therefore, Newron's marketing is being directed to service this group. **Touron® inline skates** will enable users to train without strain and offer a safer workout.

Touron® inline skates will also be aimed at the recreational skater, the *largest* segment; however **Touron® inline skates** are great for everyone. Newron has created the **Trainon®** series, the market segment has been declining the past 3 years because of the disadvantages a regular inline skate gives for training purposes for hockey players, it does not have the same biomechanics as a ice skate therefore completely off balances the biomechanics and training. The **Trainon®** series off ice hockey training inline skates offers speed, and excellent manoeuvrability, the same bio mechanics as a ice skating system. Our management team at Newron Sport is confident that with the **Trainon®** series, Newron can help facilitate a turn around in the Hockey market segment and create a positive trend.

There is one more way the sport of skating will grow, and that is through **Newron inline skates**. The market trends are showing continued growth in all directions of skating and especially by offering easier, safer, comfort, light weight and less strenuous inline skates.

2. Distribution methods of the products and Services

Newron will use traditional retail, wholesale sales methods, which will include Distribution and sales through a combination of a sales team and channels that will result in products being available in targeted sporting goods retailers, national big-box retailers and department stores. Further visual and print media, including television commercials, strategic alliances and the World Wide Web, will be used to boost sales and awareness of the Newron inline skates.

3. Status of any publicly announced new product or service

Currently, there are no publicly announced new products or services.

4. **Competitive business conditions, the issuers competitive position in the industry and the methods of competition**

At Newron Design, Inc. the emphasis is on quality at a fair price. The pricing will be determined by the cost of production and customer demand, so we pace production by need. Inline skating demographics, as shown in Sections 4.1 and 4.2, show affluent and prime candidates for the higher ticket items. Newron has developed its products for all skaters, but some of the products are more segment-specific, such as the **Trainon®** which is geared more for the Hockey skater. For example, the hockey segment is only 8% of the entire market, but this equates to approximately 4 million skaters.

Competitive Edge

Newron's Design, Inc. competitive edge exists because Newron is the only company addressing the needs that have resulted from the extensive sales of in-line skates. Newron Design, Inc. wishes to fill the need by offering the new technology that offers all features the consumer is been waiting for since the existence of inline skates.

Product's such as the **Touron®** skate encourages people and makes it more convenient to include skating into their lifestyles. The Company will continue to work on technology that will broaden the product line and open up the market even more.

Marketing Strategy

The key to Newron Design, Inc. marketing strategy is focusing on the health and fitness, recreational and hockey skaters. The Company feels it can cover about 80% of the skating market since it produces products geared towards each segment.

The speed and fitness skaters are an average age of 34 years old with a salary of about \$54,000/year and an average of two years of college. This is the **Touron®** market. Newron Design, Inc. will continue designing more advanced safety equipment that is well-suited for this target market in the future.

The **Touron®** and **Trainon®** are items that can be useful to all segments of the market.

Pricing Strategy

Newron Design, Inc. products are priced to encourage the customer to impulse buy, experiment, and repeat buy.

Trainon® is priced from \$200 to \$400. Lower-priced items such as the **Touron®** are priced at \$120.00 to 300.00

Promotion Strategy

Newron Design, Inc. long-range goal is to gain enough visibility to expand the product line into other possible other industries and other regions, and to generate other potential designs. The Issuer plans on promoting the inline merchandise at various skating races held throughout the World.

Newron Design, Inc. intends to promote the **Trainon®** skates with a targeted professional athlete as a spokesperson who will promote the product throughout chosen professional league.

Newron Design, Inc. also intends to collaborate with one of its major spokesman Dr. Sylvain Guimond whose world renowned for his expertise in sports biomechanics www.biotonix.com Dr. Guimond has developed the promotional tool SKAN, which has been used to verify the biomechanics used by professional athletes when skating. (See Appendix “D”).

Sales Strategy

Newron Design, Inc. plans to enter large chain discount stores with its **Touron®** models. The Company feels it will have the competitive edge with products, price, presentation and the right promotion package, the Company could easily compare to and surpass the competition.

5. Sources of availability of raw materials and the names of the principal suppliers

The availability of the raw materials of the Patented inline skates are readily available through an abundance of suppliers.

6. Dependence on one or a few of major customers

Newron Design, Inc. is not dependent upon one or a few major customers. The general population is potential customers of the issuer’s products. The market is large enough that there will be no issues with subsequent market saturation.

7. The need for any government approval of principal products or services

Securing the US Patent # 6.227.551 Patent Pending on the worldwide rights, Newron is confident there is no need for any government approval of its principle products or services.

8. Patents, trademarks, licenses, franchises, concessions, royalty agreements or labor contract

Newron Sport has none. Newron Design, Inc. currently has a US Patent # 6.227.551 and is Patent Pending worldwide.

ITEM 7. NATURE AND EXTENT OF THE ISSUER'S FACILITIES

Newron Design, Inc. has outsourced all development and warehousing for the products. The issuer at this time has management and administrative offices located in Las Vegas, Nevada, USA; and Quebec, Canada.

PART B - SHARE STRUCTURE AND ISSUANCE HISTORY

ITEM 8. EXACT TITLE AND CLASS OF ISSUER'S SECURITIES

Common voting stocks, single class
CUSIP: 652477 100
Trading Symbol: NSPT

ITEM 9. DESCRIPTION OF THE SECURITY

The Issuer is currently trading under the symbol NSPT on the Pinksheets.

ITEM 10. A. The Par Value of the common stock is \$0.001

B.

- i) The common stock of the Issuer does not have any dividend, voting or preemption rights.
- ii) There is no provision in the Issuers charter or by-laws that would delay, defer or prevent a change in control of the Issuer.

ITEM 11. THE NUMBER OF SHARES OR TOTAL AMOUNT OF THE SECURITIES
OUTSTANDING FOR EACH CLASS OF SECURITIES OUTSTANDING.

A. Quarter ending June 30th, 2008:

- (i) Authorized – 2 billion common at par value \$.001 per share and no preferred authorized.
- (ii) Outstanding – 1,999,717,898 common shares.
- (iii) Free Trading – 417,495,681 common shares.
- (iv) Shareholders – 431 of record with the Company's transfer agent.

B. Year ending December 31, 2007:

- (i) Authorized – 2 billion common at par value \$.001 and no preferred authorized.
- (ii) Outstanding – 1,999,717,898 common shares.
- (iii) Free Trading – 417,495,681 common shares.
- (iv) Shareholders – 431 of record with the Company's transfer agent.

C. Most current information as of October 6th, 2008:

- (i) Authorized – 2 billion common at par value \$.001 per share and no preferred authorized.
- (ii) Outstanding – 26,663 common shares.
- (iii) Free Trading - 5567 common shares.
- (iv) Shareholders – 128 of record with the Company's transfer agent.

ITEM 12. LIST OF SECURITIES OFFERINGS AND SHARES ISSUED FOR SERVICES IN THE
PAST TWO YEARS.

List below any events, in chronological order, that resulted in changes in total shares outstanding by the issuer (1) within the two-year period ending on the last day of the issuer's most recent fiscal year and (2) since the last day of the issuer's most recent fiscal year.

None.

PART C MANAGEMENT AND CONTROL STRUCTURE

A. Officers and Directors. In responding to this item, please provide the following information for each of the issuer's executive officers, directors, general partners and control persons, as of the date of this information statement:

1. Directors:

Robert Ritondo, President. Mr. Ritondo has been the V.P. of International Sales & Marketing for several nutraceutical

companies, Owner of RJR Manufacturers' Agents, Robert has over 20 years experience in International business. His experience, contacts in retail business have spanned over many countries throughout the world and with his honed managing skills, Robert is a definite asset to the Newron team.

Alain Roy, Vice President. Alain Roy is the CEO of Newron Design Inc. and has over 12 years of skate technology experience. Mr. Roy is the main force behind Newron Design and Newron Sport, having earned the respect and good standing in the skating community, with his knowledge and persistence of excellence. He has worked as a designer of skate products since his technological breakthrough of the Newron inline skate 12 years ago.

2. Business address:

1785 E Sahara Ave
Suite 490
Las Vegas, NV 89104

3. Employment history (which must list all previous employers for the past 10 years, positions held, responsibilities and employment dates);

Mr. Robert Ritondo has crafted his skill in the nutraceutical market with the following companies and positions:

1999 – 2008 Owner and President of RJR manufacturers' Agents
1999 – 2001 Owner and Managing director of Top Distribution
1992 – 1999 Owner and President of Excel Chocolates
1989 – 1992 Owner and V.P. Sales & Marketing Limotion Inc.
1987 – 1989 Production Manager Vyplus building products

Mr. Alain Roy has not only created and developed the patented inline technology for Newron he has an acute financial background stemming from the following positions held:

1993 – 2007 Housing development & promoter in St-Hénédine, Québec
1990 - 1993 Municipal officer for the city of St-Hénédine, Québec
1989 – 1998 Bank director for Desjardins in St-Hénédine, Québec

4. Board memberships and other affiliations;

None.

5. Compensation by the issuer; and

None.

6. Number and class of the issuer's securities beneficially owned by each such person.

Robert Ritondo	Restricted Stock	18,000,000
Alain Roy	Restricted Stock	18,000,000

B. Legal/Disciplinary History. Please identify whether any of the foregoing persons have, in the last five years, been the subject of:

1. None of the directors have been subject to a conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding.
2. None of the directors have been the subject of the entry of an order, judgment, nor decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities or banking activities.
3. None of the directors have been subject of a finding or judgment by a court of competent jurisdiction (in a civil action), the SEC, the CFTC, or a state securities regulator of a violation of a federal or state securities or commodities law, which finding or judgment has not been reversed, suspended or vacated.
4. None of the directors have been subject to the entry of an order by a self-regulatory organization that permanently or temporarily barred, suspended or otherwise limited such persons' involvement in any type of business or securities activities.

C. Disclosure of Certain Relationships.

There are no relationships existing amongst and between the Issuer's officers, directors and shareholders.

There are no relationships and affiliations among and between the shareholders and the Issuer, its predecessors, its present and prior officers and directors, and other shareholders.

D. Disclosure of Conflicts of Interest.

There have been no related party transactions or conflicts of interests with the Issuer.

ITEM 13. BENEFICIAL OWNERS.

Provide a list of the name, address and shareholdings of all persons beneficially owning more than five percent (5%) of any class of the issuer's equity securities.

The only shareholder having more than 5% control of the Company is:

Robert Ritondo	Restricted Stock
Alain Roy	Restricted Stock

ITEM 14. THE NAME, ADDRESS, TELEPHONE NUMBER, AND EMAIL ADDRESS OF EACH OF THE FOLLOWING OUTSIDE PROVIDERS THAT ADVISE THE ISSUER ON MATTERS RELATING TO THE OPERATIONS, BUSINESS DEVELOPMENT AND DISCLOSURE:

1. The Issuer is not being advised by an Investment Banker at this time.
2. The Issuer is not being advised by a Promoter at this time.
3. The Issuer not being advised by any Public Relations company at this time.
4. The Issuer is not being advised by any Investor Relations firm at this time.
5. There has been no advisor(s) that assisted, advised, prepared or provided information with respect to this disclosure documentation for the Issuer.

PART D. FINANCIAL INFORMATION

ITEM 15. FINANCIAL INFORMATION FOR THE ISSUER'S MOST RECENT FISCAL PERIOD.

There are no financials available for the past two years for the Issuer prior to the acquisition of Newron Sport.

ITEM 16. SIMILAR FINANCIAL INFORMATION FOR SUCH PART OF THE TWO PRECEDING FISCAL YEARS AS THE ISSUER OR ITS PREDECESSOR HAS BEEN IN EXISTENCE.

There are no financials available for the past two years for the Issuer.

ITEM 17. MANAGEMENT'S DISCUSSION AND ANALYSIS OR PLAN OF OPERATION.

None.

PART E. EXHIBITS

The following exhibits must be either described in or attached to the disclosure document:

ITEM 18. MATERIAL CONTRACTS.

See Exhibit A – Agreement and Plan of Reorganization between Pure H2O Inc. and Newron Sport N.A. dated September 5th, 2008, as amended on September 6th, 2008.

Please See Exhibit B – Stock Sales Agreement between Newron Sport and Newron Design, Inc. dated September 1st, 2008

Please See Exhibit C – Distribution Agreement between Newron Sport and Newron Design, Inc. dated September 1st, 2008

ITEM 19. ARTICLES OF INCORPORATION AND BYLAWS.

A. Attached.

B. Attached.

ITEM 20. ISSUER'S CERTIFICATIONS.

The issuer shall include certifications by the chief executive officer and chief financial officer of the issuer (or any other persons with different titles, but having the same responsibilities).

The certifications shall follow the format below:

I, Robert Ritondo, certify that:

1. I have reviewed this Information and Disclosure Statement;

2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and

3. Based on my knowledge, the financial statements will be prepared in due time, as well as other financial information required and will be included or incorporated by this disclosure statement, which will fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods that will be presented in this disclosure statement.

Date: October 6th, 2008

/s/ Robert Ritondo
Robert Ritondo

President

Part F. Miscellaneous

ITEM 21. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS.

There has been no purchases of any securities by the Issuer and/or Affiliated Purchasers

Draft No.3 - 9/10/08

AGREEMENT AND PLAN OF REORGANIZATION

THIS AGREEMENT AND PLAN OF REORGANIZATION (the "Agreement") is dated September 5, 2008, and is by and between **Pure H2O, Inc.**, a Nevada corporation (the "Company") and **Newron Sport N. A. Inc.**, a Nevada corporation ("NSNA").

RECITALS

WHEREAS, the shareholders of NSNA ("Shareholders") own the shares of capital stock of NSNA as set forth in Schedule 1 attached hereto, constituting [all] of the issued and outstanding stock of NSNA (the "NSNA Shares");

WHEREAS, the Company is a public company, which is not required to file reports under Section 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") and whose common stock is listed on the Pink Sheets under the symbol PURH:PK;

WHEREAS, the Board of Directors of the Company and NSNA deem it advisable that the acquisition by the Company of NSNA be effected through an exchange (the "Exchange") of NSNA Shares for Company Shares pursuant to this Agreement;

WHEREAS, the Company desires to acquire substantially all of the outstanding NSNA Shares for shares of Common Stock of the Company.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in reliance upon the representations and warranties hereinafter set forth, the parties agree as follows:

I. EXCHANGE

1.01 **Exchange.** The Shareholders shall exchange all of their NSNA Shares for a total of 25,000,000 shares of Common Stock of the Company (the "Common Stock") at the Closing of this Agreement.

1.02. **Closing.** The Closing of the transactions contemplated by this Agreement (the "Closing") is subject to due diligence and the completion of the events set forth in Section 6.01 hereof, but in any event is expected to take place on or before September 8, 2008 at the corporate offices of the Company.

1.03. **Deliveries.** Upon Closing, the parties are delivering the following documents:

1.03(a) The items and documents set forth in Sections 1.01 and 1.02.

1.03(b). The Company shares of Common Stock described in Section 1.01.

1.03(c). The Company shall deliver the resignations of all of its current officers and directors, and board resolutions electing Harvey Panesar as (i) sole Director of the Company, and (ii) President, Chief Executive Officer, Chief Financial Officer and Secretary of the Company.

II. REPRESENTATIONS AND WARRANTIES OF NSNA

NSNA represents and warrants to the Company as follows, as of the date of this Agreement and as of the Closing:

2.01. Organization.

2.01(a). NSNA is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada; NSNA has the corporate power and authority to carry on its business as presently conducted; and NSNA is qualified to do business in all jurisdictions where the failure to be so qualified would have a material adverse effect on its business.

2.02. Capitalization.

2.02(a). The authorized capital stock and the issued and outstanding shares of NSNA is as set forth on Exhibit 2.02(a). All of the issued and outstanding shares of NSNA are duly authorized, validly issued, fully paid and non-assessable.

2.02(b). Except as set forth in Exhibit 2.02(b) there are no outstanding options, warrants, or rights to purchase any securities of NSNA.

2.03. Subsidiaries and Investments. NSNA does not own any capital stock or have any interest in any corporation, partnership or other form of business organization, except as described in Exhibit 2.03 hereto.

2.04. Financial Statements. The financial statements of NSNA since inception on July 31, 2008 are not currently available.

2.05. No Undisclosed Liabilities. To the best knowledge of NSNA, other than as described in Exhibit 2.05 attached hereto, NSNA is not subject to any material liability or obligation of any nature, whether absolute, accrued, contingent, or otherwise and whether due or to become due, which is not reflected or reserved against in the Financial Statements, except those incurred in the normal course of business.

2.06. Absence of Material Changes. Since September 5, 2008, except as described in any Exhibit attached hereto or as required or permitted under this Agreement, there has not been:

2.06(a). any material adverse change in the condition (financial or otherwise) of

the properties, assets, liabilities or business of NSNA, except changes in the ordinary course of business which, individually and in the aggregate, have not been materially adverse;

2.06(b). any redemption, purchase or other acquisition of any shares of the capital stock of NSNA, or any issuance of any shares of capital stock or the granting, issuance or exercise of any rights, warrants, options or commitments by NSNA relating to their authorized or issued capital stock; or

2.06(c). Any change or amendment to the Articles of Incorporation of NSNA.

2.07. **Litigation.** Except as set forth in Exhibit 2.07 attached hereto, to the best knowledge of NSNA there is no litigation, proceeding or investigation pending or threatened against NSNA affecting any of its properties or assets against any officer, director, or stockholder of NSNA that might result, either in any case or in the aggregate, in any material adverse change in the business, operations, affairs or condition of NSNA or its properties or assets, or that might call into question the validity of this Agreement, or any action taken or to be taken pursuant hereto.

2.08. **Title to Assets.** NSNA has good and marketable title to all of its assets and properties now carried on its books including those reflected in the balance sheets contained in the Financial Statements, free and clear of all liens, claims, charges, security interests or other encumbrances, except as described in Exhibit 2.08 attached hereto or any other Exhibit.

2.09. **Transactions with Affiliates, Directors and Shareholders.** Except as set forth in Exhibit 2.09 attached hereto, there are and have been no contracts, agreements, arrangements or other transactions between NSNA, and any officer, director, or stockholder of NSNA, or any corporation or other entity controlled by the Shareholders, a member of the Shareholders' families, or any affiliate of the Shareholders.

2.10. **No Conflict.** The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or result in a breach of any term or provision of, or constitute a default under, the Articles of Incorporation or Bylaws of NSNA, or any agreement, contract or instrument to which NSNA is a party or by which it or any of its assets are bound.

2.11. **Disclosure.** To the actual knowledge of NSNA, neither this Agreement, the Financial Statements nor any other agreement, document, certificate or written or oral statement furnished to the Company by or on behalf of NSNA in connection with the transactions contemplated hereby, contains any untrue statement of a material fact or when taken as a whole omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

2.12. **Authority.** NSNA has full power and authority to enter into this Agreement and to carry out the transactions contemplated herein. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, have been duly authorized and



approved by the Board of Directors of NSNA and, other than the actions described in Section 6.01, no other corporate proceedings on the part of NSNA are necessary to authorize this Agreement and the transactions contemplated hereby.

III. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to NSNA as follows, as of the date of this Agreement and as of the Closing:

3.01. Organization.

3.01(a). The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada; has the corporate power and authority to carry on its business as presently conducted; and is qualified to do business in all jurisdictions where the failure to be so qualified would have a material adverse effect on the business of the Company.

3.01(b). The copies of the Articles of Incorporation, of the Company, as certified by the Secretary of State of Nevada, and the Bylaws of the Company are complete and correct copies of the Certificate of Incorporation and the Bylaws of the Company as amended and in effect on the date hereof. All minutes of meetings and actions in writing without a meeting of the Board of Directors and shareholders of the Company are contained in the minute book of the Company and no minutes or actions in writing without a meeting have been included in such minute book since such delivery to NSNA that have not also been delivered to NSNA.

3.02. Capitalization of the Company. The authorized capital stock of the Company consists of 2,000,000,000 shares of Common Stock, par value \$0.001 per share. All outstanding shares are duly authorized, validly issued, fully paid and non-assessable.

3.03. Subsidiaries and Investments. The Company does not own any capital stock or have any interest in any corporation, partnership, or other form of business organization.

3.04. Authority. The Company has full power and authority to enter into this Agreement and to carry out the transactions contemplated herein. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the issuance of the Company Shares in accordance with the terms hereof, have been duly authorized and approved by the Board of Directors of the Company and no other corporate proceedings on the part of Company are necessary to authorize this Agreement, the transactions contemplated hereby and the issuance of the Company Shares in accordance with the terms hereof.

3.05. No Assets or Liabilities. The Company has no assets or liabilities whatsoever. Other than as described in Exhibit 3.05 attached hereto, the Company is not subject to any potential known liability or obligation of any nature, whether absolute, accrued, contingent, or otherwise and whether due or to become due.



3.06. **Litigation.** There is no litigation, proceeding or investigation pending or to the knowledge of the Company, threatened against the Company affecting any of its properties or assets, or, to the knowledge of the Company, against any officer, director, or stockholder of the Company that might result, either in any case or in the aggregate, in any material adverse change in the business, operations, affairs or condition of the Company or any of its properties or assets, or that might call into question the validity of this Agreement, or any action taken or to be taken pursuant hereto.

3.07. **Not Used.**

3.09. **Underlying Documents.** Copies of all documents described in any Exhibit attached hereto (or a summary of any such contract, agreement or commitment, if oral) have been made available to NSNA and are complete and correct and include all amendments, supplements or modifications thereto.

3.10. **Transactions with Affiliates, Directors and Shareholders.** The Company is not a party to any contracts, agreements, arrangements or other transactions between the Company, and any officer, director, or 5% stockholder of the Company, or any corporation or other entity controlled by any such officer, director or 5% stockholder, a member of any such officer, director or 5% stockholder's family, or any affiliate of any such officer, director or 5% stockholder.

3.11. **No Conflict.** The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or result in a breach of any term or provision of, or constitute a default under, the Certificate of Incorporation or Bylaws of the Company, or any agreement, contract or instrument to which the Company is a party or by which it or any of its assets are bound.

3.12. **Disclosure.** To the actual knowledge of the Company, neither this Agreement nor any other agreement, document, certificate or written or oral statement furnished to NSNA and the Shareholders by or on behalf of the Company in connection with the transactions contemplated hereby, contains any untrue statement of a material fact or when taken as a whole omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

3.13. **Financial Statements.** Not applicable.

3.14. **Absence of Material Changes.** Since September 5, 2008, except as described in any Exhibit hereto or as required or permitted under this Agreement, there has not been:

3.14(a). any material change in the condition (financial or otherwise) of the properties, assets, liabilities or business of Company, except changes in the ordinary course of business which, individually and in the aggregate, have not been materially adverse.

3.14(b). any redemption, purchase or other acquisition of any shares of the capital stock of the Company, or any issuance of any shares of capital stock or the granting, issuance or exercise of any rights, warrants, options or commitments by NSNA relating to

their authorized or issued capital stock.

3.14(c). any amendment to the Articles of Incorporation of the Company.

3.15 Securities Law Compliance

3.15(a) The Company is not required to file reports under Section 15(d) of the Exchange Act.

3.15(b) To the Company's best knowledge, its common stock is not subject to any pending proceeding to delist the common stock from the Pink Sheets and there are and have been no investigations or proceedings by the SEC or FINRA of the Company. The common stock is eligible for DTC.

IV. SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS

All representations, warranties and covenants of the Company and NSNA contained herein shall survive the consummation of the transactions contemplated herein and remain in full force and effect.

V. CONDITIONS TO CLOSING

5.01. Conditions to Obligation of NSNA. The obligations of NSNA under this Agreement shall be subject to each of the following conditions:

5.01(a). The representations and warranties of the Company herein contained shall be true in all material respects at the Closing with the same effect as though made at such time. The Company shall have performed in all material respects all obligations and complied in all material respects, to its actual knowledge, with all covenants and conditions required by this Agreement to be performed or complied with by it at or prior to the Closing.

5.01(b). No injunction or restraining order shall be in effect, and no action or proceeding shall have been instituted and, at what would otherwise have been the Closing, remain pending before a court to restrain or prohibit the transactions contemplated by this Agreement.

5.01(c). All statutory requirements for the valid consummation by the Company of the transactions contemplated by this Agreement shall have been fulfilled. All authorizations, consents and approvals of all governments and other persons required to be obtained in order to permit consummation by the Company of the transactions contemplated by this Agreement shall have been obtained.

5.01(d). The fulfillment of the obligations of the Company set forth in Section 6.01.

5.02. **Conditions to Obligations of the Company.** The obligation of the Company under this Agreement shall be subject to the following conditions:

5.02(a). The representations and warranties of NSNA herein contained shall be true in all material respects as of the Closing, and shall have the same effect as though made at the Closing; NSNA shall have performed in all material respects all obligations and complied in all material respects, to its actual knowledge, with all covenants and conditions required by this Agreement to be performed or complied with by it prior to the Closing.

5.02(b). No injunction or restraining order shall be in effect prohibiting this Agreement, and no action or proceeding shall have been instituted and, at what would otherwise have been the Closing, remain pending before the court to restrain or prohibit the transactions contemplated by this Agreement.

5.02(c). All statutory requirements for the valid consummation by NSNA of the transactions contemplated by this Agreement shall have been fulfilled. All authorizations, consents and approvals of all governments and other persons required to be obtained in order to permit consummation by NSNA of the transactions contemplated by this Agreement shall have been obtained.

VI. CERTAIN AGREEMENTS

None.

VII. MISCELLANEOUS

7.01. **Finder's Fees, Investment Banking Fees.** Neither NSNA nor the Company have retained or used the services of any person, firm or corporation in such manner as to require the payment of any compensation as a finder or a broker in connection with the transactions contemplated herein.

7.02. **Tax Treatment.** The transactions contemplated hereby are intended to qualify as a so-called "tax-free" reorganization under the provisions of Section 368 of the Code. The Company and NSNA acknowledge, however, that they each have been represented by their own tax advisors in connection with this transaction; that neither has made any representation or warranty to the other with respect to the treatment of such transaction or the effect thereof under applicable tax laws, regulations, or interpretations; and that no attorney's opinion or private revenue ruling has been obtained with respect to the effects thereof under the Internal Revenue Code of 1986, as amended.

7.03. **Further Assurances.** From time to time, at the other party's request and without further consideration, each of the parties will execute and deliver to the others such documents and take such action as the other party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

7.04. **Parties in Interest.** Except as otherwise expressly provided herein, all the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the respective heirs, beneficiaries, personal and legal representatives, successors and assigns of the parties hereto.

7.05. **Entire Agreement; Amendments.** This Agreement, including the Schedules, Exhibits and other documents and writings referred to herein or delivered pursuant hereto, which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter. This Agreement may be amended only by a written instrument duly executed by the parties or their respective successors or assigns.

7.06. **Headings, Etc.** The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretations of this Agreement.

7.07. **Pronouns.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, entity or entities may require.

7.08. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7.09. **Governing Law.** This Agreement shall be governed by the laws of the State of California (excluding conflicts of laws principles) applicable to contracts to be performed in the State of California.

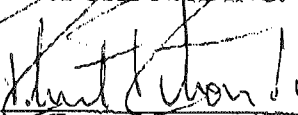
IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as the date first above written.

NEWRON SPORTS, INC.

By:

Name

Title:



Robert Riteupo
PRESIDENT

PURE H2O, INC.

By:

Name:

Title:


Harry Parson
Director

AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF REORGANIZATION

THIS AMENDMENT NO.1 TO AGREEMENT AND PLAN OF REORGANIZATION (the "Agreement") dated September 5, 2008, is entered into as of September 6, 2008, and is by and between **Pure H2O, Inc.**, a Nevada corporation (the "Company") and **Newron Sport N. A. Inc.**, a Nevada corporation ("NSNA").

In consideration of the mutual covenants and agreements contained herein and in reliance upon the representations and warranties set forth in the Agreement, the parties agree as follows:

SECTION 1.01 of the Agreement is amended in full to read as follows:

"1.01. **Exchange.** The Shareholders shall exchange all of their NSNA Shares for a total of 80,000,000 shares of Common Stock of the Company (the "Common Stock") at the Closing of this Agreement."

IN WITNESS WHEREOF, this Amendment No. 1 to Agreement and Plan of Reorganization has been duly executed and delivered by the parties hereto as of the 6th day of September, 2008.

NEWRON SPORT N. A. INC.

By: 

Name: Robert Ritenour

Title: PRESIDENT

PURE H2O, INC.

By: 

Name: HARVEY PAWECAR

Title: DIRECTOR

STOCK SALE AGREEMENT

THIS STOCK SALE AGREEMENT (the "Agreement") is dated as of September 1, 2008, and is by and between ALAIN ROY, (the "Seller") and Newron Sport N. A. Inc., a Nevada corporation ("Buyer").

RECITALS

WHEREAS, the Seller owns 76 % of the issued and outstanding stock of Newron Design, Inc., ("NDI");

WHEREAS, the Buyer desires to acquire ten percent (10%) of the outstanding NDI Shares from Seller.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in reliance upon the representations and warranties hereinafter set forth, the parties agree as follows:

I. EXCHANGE

1.01 Exchange. The Seller shall exchange all of the NDI Shares or a total of 27,137,879 shares of Common Stock of the NDI, in exchange for a \$500,000 Promissory Note of Buyer in the form of Exhibit A attached hereto, all at the Closing of this Agreement.

1.02. Closing. The Closing of the transactions contemplated by this Agreement (the "Closing") is expected to take place on or before September 2, 2008 at the corporate offices of the Company.

II. REPRESENTATIONS AND WARRANTIES OF NDI

Seller represents and warrants to the Buyer as follows, as of the date of this Agreement and as of the Closing:

2.01. Organization.

2.01(a). NDI is a corporation duly organized, validly existing and in good standing under the laws of the Québec, Canada, NDI has the corporate power and authority to carry on its business as presently conducted; and NDI is qualified to do business in all jurisdictions where the failure to be so qualified would have a material adverse effect on its business.

A.R.


2.02. Capitalization.

2.02(a). The authorized capital stock and the issued and outstanding shares of NDI is as set forth on Exhibit 2.02(a). All of the issued and outstanding shares of NDI are duly authorized, validly issued, fully paid and non-assessable.

2.02(b). Except as set forth in Exhibit 2.02(b) there are no outstanding options, warrants, or rights to purchase any securities of NDI.

2.03. No Undisclosed Liabilities. To the best knowledge of NDI, other than as described in Exhibit 2.03 attached hereto, NDI is not subject to any material liability or obligation of any nature, whether absolute, accrued, contingent, or otherwise and whether due or to become due, which is not reflected or reserved against in the Financial Statements, except those incurred in the normal course of business.

2.04. Litigation. Except as set forth in Exhibit 2.04 attached hereto, to the best knowledge of NDI there is no litigation, proceeding or investigation pending or threatened against NDI affecting any of its properties or assets against any officer, director, or stockholder of NDI that might result, either in any case or in the aggregate, in any material adverse change in the business, operations, affairs or condition of NDI or its properties or assets, or that might call into question the validity of this Agreement, or any action taken or to be taken pursuant hereto.

2.05. Title to Assets. NDI has good and marketable title to all of its assets and properties now carried on its books including those reflected in the balance sheets contained in the Financial Statements, free and clear of all liens, claims, charges, security interests or other encumbrances, except as described in Exhibit 2.05 attached hereto or any other Exhibit.

2.06. Transactions with Affiliates, Directors and Shareholders. Except as set forth in Exhibit 2.06 attached hereto, there are and have been no contracts, agreements, arrangements or other transactions between NDI, and any officer, director, or stockholder of NDI, or any corporation or other entity controlled by the Shareholders, a member of the Shareholders' families, or any affiliate of the Shareholders.

2.07. No Conflict. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or result in a breach of any term or provision of, or constitute a default under, the Articles of Incorporation or Bylaws of NDI, or any agreement, contract or instrument to which NDI is a party or by which it or any of its assets are bound.

2.08. Disclosure. To the actual knowledge of NDI, neither this Agreement, the Financial Statements nor any other agreement, document, certificate or written or oral statement furnished to the Company by or on behalf of NDI in connection with the transactions contemplated hereby, contains any untrue statement of a material fact or when taken as a whole omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

2.09. **Authority.** NDI has full power and authority to enter into this Agreement and to carry out the transactions contemplated herein. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Board of Directors of NDI, no other corporate proceedings on the part of NDI are necessary to authorize this Agreement and the transactions contemplated hereby.

III. MISCELLANEOUS

3.01. **Finder's Fees, Investment Banking Fees.** Neither NDI nor the Company have retained or used the services of any person, firm or corporation in such manner as to require the payment of any compensation as a finder or a broker in connection with the transactions contemplated herein.

3.02. **Tax Treatment.** The transactions contemplated hereby are intended to qualify as a so-called "tax-free" reorganization under the provisions of Section 368 of the Code. The Company and NDI acknowledge, however, that they each have been represented by their own tax advisors in connection with this transaction; that neither has made any representation or warranty to the other with respect to the treatment of such transaction or the effect thereof under applicable tax laws, regulations, or interpretations; and that no attorney's opinion or private revenue ruling has been obtained with respect to the effects thereof under the Internal Revenue Code of 1986, as amended.

3.03. **Further Assurances.** From time to time, at the other party's request and without further consideration, each of the parties will execute and deliver to the others such documents and take such action as the other party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

3.04. **Parties in Interest.** Except as otherwise expressly provided herein, all the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the respective heirs, beneficiaries, personal and legal representatives, successors and assigns of the parties hereto.

3.05. **Entire Agreement; Amendments.** This Agreement, including the Schedules, Exhibits and other documents and writings referred to herein or delivered pursuant hereto, which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter. This Agreement may be amended only by a written instrument duly executed by the parties or their respective successors or assigns.

3.06. **Headings, Etc.** The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretations of this Agreement.

3.07. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, entity or entities may require.

3.08. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

3.09. Governing Law. This Agreement shall be governed by the laws of the State of California (excluding conflicts of laws principles) applicable to contracts to be performed in the State of California.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as the date first above written.

NEWRON SPORT N. A. INC.

By:

Name: Robert Ritondo

Title: PRESIDENT

ALAIN ROY

Alain Roy

A R.

NDI Exhibit 2.03

Undisclosed Liabilities

NONE.

A.R.



NDI Exhibit 2.04

Litigation

NONE.

A.R.

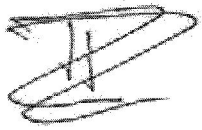


A.R.

NDI Exhibit 2.05

Title to Assets

NONE.

A stylized handwritten mark, possibly a signature or initials, consisting of a large 'Z' with a vertical line through it.

DISTRIBUTION AGREEMENT

BETWEEN

Newron Design inc.

1000 route de l'église Suite #200

Québec, Québec Canada

(hereinafter referred to as the "Manufacturer")

AND

Newron Sport N.A.

1785 East Sahara Avenue, suite 490-617

Las Vegas, Nevada 89104

(hereinafter referred to as the "Distributor")

(the Manufacturer and the Distributor hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Manufacturer operates a business involved in the manufacturing of various products, and wishes to have them distributed by a distributor;

WHEREAS the Distributor wishes to distribute the products described hereinafter, for good and valuable consideration;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and execute this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

2.00 OBJECT

2.01 Distribution

The Manufacturer grants the Distributor the right to distribute for resale purposes the products as described in Schedule A of this Agreement (hereinafter referred to as the "Products").



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2.02**Territory**

The intended geographical territory for the distribution of Products shall be:
Canada, USA, Mexico
(hereinafter referred to as the "Territory").

3.00 CONSIDERATION**3.01 Price List and Discounts**

The Distributor is entitled to discounts on the purchase price of the Products, as per the actual price list as stated in Schedule A of this Agreement. Prices may be revised from time to time by the Manufacturer. Therefore, any price list revision shall be forwarded to the Distributor, at least thirty (30) days before it becomes effective.

3.02 Terms and Conditions of Payment

The Distributor shall pay the Manufacturer the price of the purchased Products within the delay specified in the price list as stated in Schedule A of this Agreement. However, the Manufacturer reserves his right to modify, from time to time, the said terms of payment by sending a prior notice to the Distributor which is applicable to any Products ordered by the Distributor after he has received the said notice.

3.03 Applicable Taxes

The purchase price payable by the Distributor is subject to the various applicable taxes, and any other tax which may become applicable in the future.

4.00 SPECIAL PROVISIONS**4.01 Exclusivity**

The Manufacturer grants the Distributor the exclusive rights on the distribution of Products within the Territory and binds himself not to make any direct sale to anyone in the Territory for the whole term of this Agreement. Moreover, the Manufacturer undertakes not to directly or indirectly manufacture any identical or similar product to the Products, which could be commercialized under another trade mark and intended for distribution in the Territory, unless the distribution of such identical or similar Products is agreed in writing by the Parties.

The Distributor agrees not to manufacture, distribute or sell, directly or indirectly, any Products identical or similar to or of the same category as the Products described herein, for the whole term of this Agreement.

4.02 Obligations of the Manufacturer

The Manufacturer undertakes and binds himself towards the Distributor to:

- a) manufacture the Products in sufficient quantity;
- b) pack the Products securely;
- c) provide the Distributor with all necessary facilities for taking delivery of the Products at the Manufacturer's warehouse;
- d) provide all specifications and instructions with regard to the Products and their use;
- e) provide, on a regular basis, the suggested retail price list of the Products;



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- f) provide a full warranty (parts and labor) on the Products for similar terms and conditions as those offered by his competitors;
- g) fulfill his warranty obligations by carrying out, in a reasonable delay and at his choice, the repair or replacement of any defective Products, provided that the said Products have been used in accordance with the Manufacturer's instructions;
- h) keep in stock and provide spare parts for the Products;
- i) supply the Distributor, in reasonable quantity, with the necessary materials for the marketing, promotion and advertising of the Products;
- j) supply the Distributor, in reasonable quantity, with samples of the Products for promotional purposes;
- k) provide the Distributor with reasonable help and support for the marketing, promotion and advertising of the Products;
- l) The manufacturer invest 5% of total earnings purchased by the distributor within the territory for a marketing program within the territory

4.03 Obligations of the Distributor

The Distributor undertakes and binds himself towards the Manufacturer to:

- a) supply all necessary human and material resources to ensure efficient and complete distribution of the Products across the Territory;
- b) buy from the Manufacturer a minimum quantity of Products on a yearly basis, as per the purchase schedule attached to this Agreement as Schedule "A";
- c) verify the quantity and the packaging of Products before accepting the delivery (products sent by DHL for approval), and immediately report to the Manufacturer any discrepancy in quantity of Products received or any defects in the packaging;
- d) take delivery of the Products at the Manufacturer's warehouse (Shenzhen, China & Québec, Canada) and deliver them at his expense;
- e) pay any amount due to the Manufacturer in accordance with the terms and conditions of payment stated herein;
- f) prepare and regularly submit to the Manufacturer a detailed promotional and advertising plan for Products;
- g) pay the cost of promotion and advertising of Products exceeding 5% allowance speculated in clause 4.02;
- h) provide an efficient, professional and prompt after-sale service;
- i) report on sale strategy towards clients, orders, deliveries and returned Products, in accordance with the manufacturer's prescribed delays and instructions;
- j) return to the Manufacturer defective Products under warranty, in their original packaging or safely packed;
- k) pick up and deliver Manufacturer's repaired or replaced Products by virtue of his warranty obligation;
- l) keep confidential any document, information, list, process, recipe, practice, handling method, contract, agreement, software, data base, and plan owned or provided by the Manufacturer in connection with the Products, except whatever is expressly allowed by the Manufacturer;
- m) immediately inform the Manufacturer of an actual or expected infringement of any patent, trade mark, industrial drawing or copyright belonging to the Manufacturer, which the Distributor may be aware of;
- n) Provide the Manufacturer with distributor liability insurance stating the Newron sport products.

	
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4.04 Reserve of the Right of Ownership

Under this Agreement, the Manufacturer is and shall remain the owner of the Products purchased by the Distributor, the Parties having agreed that the transfer of the right of ownership will not take effect on entering into this Agreement or when taking possession of the Products, but only when the sums due with respect to each and every invoice issued by the Manufacturer will be paid in full by the Distributor.

4.05 Intellectual Property Rights

The Manufacturer declares to be the sole owner by good and valuable title of all patents, trade marks, industrial drawings and copyrights with respect to the Products, and that his rights in same are not disputed, in whole or in part, by any person at the time of signing this Agreement. As to the Distributor, he acknowledges that the patents, trade marks, industrial drawings and copyrights with respect to the Products are the exclusive property of the Manufacturer. The Distributor undertakes to never question or infringe, directly or indirectly, any patent, trade mark, industrial drawing and copyright of the Manufacturer.

4.06 Assuming the Defense

Except in case of the Distributor's default, the Manufacturer undertakes to assume the defense of the Distributor in any legal proceedings taken by a third party against the Distributor, based on a safety failure or a latent defect of all or part of the Products or based on actual or apprehended infringement of a patent, trade mark, industrial drawing or copyright in connection with the Products. Moreover, the Manufacturer holds the Distributor harmless and free from any judicial condemnation by final judgment against him with regard to the aforesaid, and undertakes to pay the capital, interest, legal costs and attorney's fees, the whole being under the Manufacturer's personal guarantee.

4.07 Taking over the Risks

The Distributor shall be liable for all risks of loss or damage to the purchased Products from the time of their taking possession at the Manufacturer's warehouse.

4.08 Interest

All amounts due, by virtue of the various invoices to be issued from time to time by the Manufacturer, shall bear interest at the rate of twenty per cent (20%) annually, starting from the expiry date of the terms and conditions of payment granted to the Distributor.

4.09 Collection Fees

Should it become necessary, following the Distributor's default to pay the Manufacturer, to transfer an invoice to a collection officer or to an attorney, the Distributor shall pay the Manufacturer collection fees of Twenty per cent (20%) of the amount due in capital and interests, in addition to the actual balance owed.

5.00 GENERAL PROVISIONS

Unless otherwise stated in this Agreement, the following provisions shall apply.

	
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5.01 "Force Majeure"

Neither Party shall be considered to be in default pursuant to this Agreement if the fulfillment of all or part of its obligations is delayed or prevented due to "force majeure". "Force majeure" is an external unforeseeable and irresistible event, making it absolutely impossible to fulfill an obligation.

5.02 Severability

If all or part of any section, paragraph or provision of this Agreement is held invalid or unenforceable, it shall not have any effect whatsoever on any other section, paragraph or provision of this Agreement, nor on the remainder of the said section, paragraph or provision, unless otherwise expressly provided for in this Agreement.

5.03 Notices

Any notice intended for either Party shall be deemed to be validly given if it is in writing and is sent by registered or certified mail, by bailiff or by courier service to such Party's address as set forth in this Agreement, or to any other address which the Party in question may have indicated in writing to the other Party. A copy of any notice sent by e-mail shall also be sent according to one of the above-mentioned delivery modes.

5.04 Headings

The headings in this Agreement have been inserted solely for ease of reference and shall not modify, in any manner whatsoever, the meaning or scope of the provisions hereof.

5.05 Schedules

The Schedules to this Agreement shall be deemed to form an integral part hereof if they have been duly initialled by all the Parties.

5.06 No Waiver

Under no circumstances shall the failure, negligence or tardiness of a Party as regards the exercise of a right or a recourse provided for in this Agreement be considered to be a waiver of such right or recourse.

5.07 Cumulative Rights

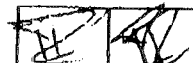
All rights set forth in this Agreement shall be cumulative and not alternative. The waiver of a right shall not be interpreted as the waiver of any other right.

5.08 Entire Agreement

This Agreement constitutes the entire understanding between the Parties. Declarations, representations, promises or conditions other than those set forth in this Agreement shall not be construed in any way so as to contradict, modify or affect the provisions of this Agreement.

5.09 Amendments

This Agreement shall not be amended or modified except by another written document duly signed by all the Parties.


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5.10 Number and Gender

Where appropriate, the singular number set forth in this Agreement shall be interpreted as the plural number, and the gender shall be interpreted as masculine, feminine or neuter, as the context dictates.

5.11 No Right to Transfer

Neither of the Parties may, in any manner whatsoever, assign, and transfer nor convey its rights in this Agreement to any third party, without the prior written consent of the other Party.

5.12 Calculating Time Periods

In calculating any time periods under this Agreement:

- a) the first day of the period shall not be taken into account, but the last one shall;
- b) the non-judicial days, i.e. Saturdays, Sundays and public holidays, shall be taken into account; and
- c) Whenever the last day is a non-judicial day, the period shall be extended to the next judicial day.

5.13 Currency

The currency used for purposes of this Agreement shall be USD .

5.14 Governing Law

This Agreement shall be construed and enforced in accordance with the laws in force in the Province of Québec, Canada.

5.15 Election of Domicile

The Parties agree to elect domicile in the judicial district of Québec, Province of Québec, Canada for the hearing of any claim arising with respect to the interpretation, application, performance, term, validity or effects of this Agreement.

5.16 Counterparts

Each counterpart of this Agreement shall be considered to be an original when duly initialled and signed by all the Parties, it being understood, however, that all of these counterparts shall constitute one and the same Agreement.

5.17 Successors


This Agreement shall bind the Parties hereto as well as their respective successors, heirs and assigns.

5.18 Joint and Several Liabilities

Whenever one of the Parties is constituted of two or more persons, these persons shall be jointly and severally liable towards the other Party.

5.19 Elapsed Time

Whenever one of the Parties fails to fulfill an obligation under this Agreement within a stipulated deadline, the mere lapse of time shall constitute a formal notice of default to the said Party.



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5.20 Language

The Parties hereto have expressly agreed that this Agreement as well as all other documents relating thereto be drawn up only in English. Les parties ont expressément convenu que ce contrat de même que tous les documents s'y rattachant soit rédigé en anglais seulement.

6.00 EFFECTIVE DATE

This Agreement shall become effective as of 1 st of September 2008.

7.00 TERM

The term of this Agreement shall be two (2) years.

8.00 TERMINATION

This Agreement shall terminate in any of the following circumstances:

- a) upon its expiry (if its term is definite) or upon the expiry of any renewal period, if applicable;
- b) upon the written consent of the Parties;
- c) Sixty (60) days after receiving a termination notice from either one of the Parties;
- d) if either Party becomes bankrupt or insolvent, or ceases to carry on business;
- e) in case of death or incapacity of one of the Parties;
- f) in case of serious offences by one of the Parties.

This Agreement shall terminate within a delay of thirty (30) days following the service of a formal notice to the defaulting party to remedy its default and if there is still no action taken within the above-mentioned delay, in the following events:

- a) if the Distributor fails to pay the Manufacturer any amount owed on the due date;
- b) if the Distributor fails to buy the yearly minimum quantity of Products, as agreed;
- c) if one of the Parties fails to fulfill any of his obligation under this Agreement.

Upon termination of this Agreement, the Distributor shall immediately return to the Manufacturer all samples, advertising material and documents in relation to the Products. Moreover, the Manufacturer shall buy back from the Distributor all Products still in possession of the Distributor at the previously invoiced price, subject to deduction of any amount which could be owed by the Distributor to the Manufacturer at the time of repossession.

9.00 ACKNOWLEDGEMENT BY THE PARTIES

THE PARTIES HEREBY ACKNOWLEDGE AS FOLLOWS:

- A) DUE NEGOTIATIONS TOOK PLACE BETWEEN THEM PRIOR TO THE DRAFTING OF THIS AGREEMENT;
- B) THIS AGREEMENT TRULY AND COMPLETELY DEFINES THE UNDERSTANDING REACHED BETWEEN THEM;
- C) EACH AND EVERY ONE OF THE PROVISIONS OF THIS AGREEMENT IS LEGIBLE;
- D) THEY DID NOT ENCOUNTER ANY DIFFICULTIES IN UNDERSTANDING THE PROVISIONS OF THIS AGREEMENT;

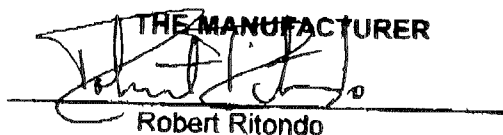


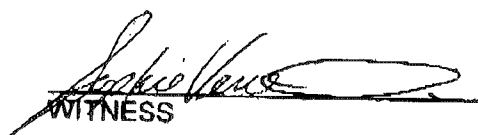
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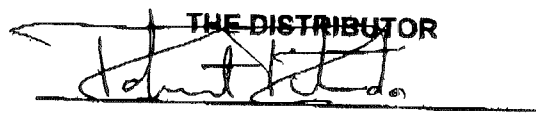
- E) BEFORE SIGNING THIS AGREEMENT, EACH PARTY HAD THE OPPORTUNITY TO CONSULT A LEGAL ADVISER; AND
F) EACH PARTY OBTAINED A COPY OF THIS AGREEMENT IMMEDIATELY AFTER IT WAS SIGNED BY ALL THE PARTIES.

**SIGNED IN three (3) COUNTERPARTS,
IN Québec city, PROVINCE OF Québec, Canada
ON THE first DAY OF September 2008**


WITNESS


THE MANUFACTURER
Robert Ritondo


WITNESS


THE DISTRIBUTOR
Robert Ritondo