



DISTRIBUTION AGREEMENT

This Distribution Agreement (the "Agreement"), is made and effective January 1st,2016

BETWEEN: [Meeteasy Technology Limited] (the "Meeteasy"), a private company with limited liability/partnership, duly incorporated in accordance with the laws of China, having its principal place of business at 6F Jianda Building, 10# Keyuan Road, Nanshan High-Tech Park, Nanshan District Shenzhen, China,

AND: [name] (the "Distributor"), registration number _____, a private company with limited liability, duly incorporated in accordance with the laws of ____ (Country name) _____ having its principal place of business at ____ (address) _____

WHEREAS Meeteasy wishes to market the Products described in Exhibit A (the "Products") through the Distributor, it is agreed as follows:

1. DEFINITIONS

When used in this Agreement, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined:

“**Agreement**” means this agreement, the Exhibits attached hereto and any documents included by reference, as each may be amended from time to time in accordance with the terms of this Agreement;

“**Affiliate**” means any corporate or business entity that directly or indirectly is controlled by, controls or is under the common control of either Party

“**Customer**” means any person who purchases or leases Products from Distributor.

“**Delivery Point**” means Meeteasy's facilities at Shenzhen, China.

“**Exhibit**” means an exhibit attached to this agreement.

“**Goods**” means those items described in Exhibit A. Goods may be deleted from or added to Exhibit A and their specifications and design may be changed by Meeteasy at its sole discretion at any time by mailing written notice of such changes to Distributor. Each change shall become effective 10 days following the date notice thereof is sent to Distributor.

“**Products**” means Goods, Accessories, and Spare Parts.

“**Territory**” means the following geographic area or areas:
Country or area

“**Trademark**” means any trademark, logo, service mark or other commercial designation, whether or not registered, used to represent or describe the Products of Meeteasy.

2. APPOINTMENT OF DISTRIBUTOR



Meeteasy hereby appoints Distributor as M's nonexclusive distributor of Products in the Territory, and Distributor accepts that position. It is understood that Meeteasy cannot lawfully prevent its distributors located elsewhere from supplying Products for sale or use within the Territory and that it has no obligation to do so.

Distributor shall not solicit sales of Product or promote the sale of Products outside the Territory. Distributor shall not establish an office or warehouse outside the Territory for the sale of Products.

3. REFERRALS

If Meeteasy or any Affiliate is contacted by any party inquiring about the purchase of Products in the Territory (other than Distributor or a party designated by Distributor), Meeteasy shall, or shall cause that Affiliate to, refer such party to Distributor for handling.

4. RELATIONSHIP OF PARTIES

- a. Distributor is an independent contractor and is not the legal representative or agent of Meeteasy for any purpose and shall have no right or authority (except as expressly provided in this Agreement) to incur, assume or create in writing or otherwise, any warranty over any of Meeteasy's employees, all of whom are entirely under the control of Meeteasy, who shall be responsible for their acts and omissions.
- b. Distributor shall, at its own expense, during the term of this Agreement and any extension thereof, maintain full insurance under any Workmen's Compensation Laws effective in the state or other applicable jurisdiction covering all persons employed by and working for it in connection with the performance of this Agreement, and upon request shall furnish Meeteasy with satisfactory evidence of the maintenance of such insurance.
- c. Distributor accepts exclusive liability for all contributions and payroll taxes or other payments under any laws in any applicable jurisdiction as to all persons employed by and working for it.
- d. Nothing contained in this Agreement shall be deemed to create any partnership or joint venture relationship between the parties.

5. SALE OF PRODUCTS BY DISTRIBUTOR

Distributor agrees to exercise its best efforts to develop the largest possible market for the Products in the Territory and shall continuously offer, advertise, demonstrate and otherwise promote the sale of Products in the Territory.

6. ADVERTISING

Distributor shall be entitled, during the term of the distributorship created by this Agreement and any extension thereof, to advertise and hold itself out as an authorized Distributor of the Products. At all times during the term of the distributorship created by this Agreement and any extension thereof, Distributor shall use the Trademarks in all advertisements and other activities conducted by Distributor to promote the sale of the Products.



- a. Distributor shall submit examples of all proposed advertisements and other promotional materials for the Products to Meeteasy for inspection and Distributor shall not use any such advertisements or promotional materials without having received the prior written consent of Meeteasy to do so.
- b. Distributor shall not, pursuant to this Agreement or otherwise, have or acquire any right, title or interest in or to Meeteasy's Trademarks.

7. NEW PRODUCTS

If Meeteasy or any Affiliate now or hereafter manufactures or distributes, or proposes to manufacture or distribute, any product other than the Products, Meeteasy shall immediately notify, or cause such Affiliate to notify, Distributor of that fact and of all details concerning that product. Distributor may request from Meeteasy distribution rights for that product in the Territory, or any portion thereof, and if so requested, Meeteasy shall grant, or shall cause the subject Affiliate to grant, such distribution rights to Distributor on terms and conditions no less favorable than those provided in this Agreement with respect to Products.

If Distributor does not obtain those distribution rights or obtains them only for a portion of the Territory, and Meeteasy or an Affiliate later desires to offer those distribution rights for the Territory or any portion thereof to another party, Meeteasy shall first, or shall cause such Affiliate to first, make that offer in writing to Distributor on terms and conditions which shall be specified fully in that offer. That offer shall contain a full description of the subject product and its operation.

Distributor may request, and Meeteasy shall promptly provide, or shall cause such Affiliate promptly to provide, further information concerning the product or the offer. If Distributor fails to accept such offer, Meeteasy or the Affiliate may then offer the product to another party for distribution in the Territory, but may not offer it on terms and conditions more favorable than those offered to Distributor. If Meeteasy or the Affiliate desires to make a better offer to another party, Meeteasy shall first, or shall cause the affiliate first to, make such better offer to Distributor in accordance with the procedure set forth above.

8. DISTRIBUTOR SALES, SERVICE AND STORAGE FACILITIES

- a. Distributor shall, at its expense, engage and maintain a sales, service and parts handling organization in the Territory, staffed with such experienced personnel as are necessary to enable distributor to perform its obligations under this Agreement.
- b. Distributor shall, at its expense, maintain facilities and personnel in the Territory that will enable it promptly and satisfactorily to perform, at a reasonable price, all inspection, maintenance and other necessary servicing of Products sold by Distributor. To assist Distributor in the discharge of this service and maintenance function, Meeteasy shall provide service and maintenance training, without charge, to any reasonable number of Distributor's personnel as Distributor shall designate.
- c. Distributor shall, at its expense, at all times store and maintain its inventory of Products in accordance with current, applicable instructions issued by Meeteasy from time to time.
- d. Distributor shall, at its expense, deliver one copy of Meeteasy's current, applicable operation and maintenance manual to each Customer at the time of sale and, at that time, Distributor shall, at its expense, fully explain and demonstrate to the customer the proper method of operating and maintaining the Products.



- e. Distributor shall mail to Meeteasy, during the term of the distributorship created by this Agreement and any extension thereof, prompt written notice of the address of each location at which products are stored, and the address of each facility established by Distributor to sell and service the Products. Meeteasy may, through its designated agent, inspect all such locations and facilities and the operations conducted therein at any time during normal business hours.

9. TRAINING OF DISTRIBUTOR

As promptly as practicable after execution of the Agreement, Meeteasy shall transmit to Distributor information, materials, manuals and other technical documents necessary to enable Distributor to perform its obligations under this Agreement. Throughout the term of this Agreement and any extension thereof, Meeteasy shall continue to give Distributor such technical assistance as Distributor may reasonably request. Distributor shall reimburse Meeteasy for all reasonable out-of-pocket expenses incurred by Meeteasy in providing technical assistance.

10. DISSOLUTION AND TERMINATION OF THE AGREEMENT

10.1 Events of Default

The following transactions or occurrences shall constitute material events of default (each an "Event of Default") by the applicable party (the "defaulting party") hereunder such that, in addition to and without prejudice to or limiting any other rights and remedies available to the non-defaulting party at law or in equity the non-defaulting party may elect to immediately and prospectively terminate this Agreement at the sole discretion of the non-defaulting party by giving written notice thereof to the other party within 30 calendar days after the occurrence of an Event of Default, setting forth sufficient facts to establish the existence of such Event of Default.

This Distribution Agreement shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following:

- a. A material breach by a party of any material covenant, material warranty, or material representation contained herein, where such defaulting party fails to cure such breach within 30 calendar days after receipt of written notice thereof, or within such specific cure period as is expressly provided for elsewhere in this Agreement; or
- b. A party makes an attempt to make any arrangement for the benefit of creditors, or a voluntary or involuntary bankruptcy, insolvency or assignment for the benefit of creditors of a party or in the event any action or proceeding is instituted relating to any of the foregoing and the same is not dismissed within 30 calendar days after such institution; or
- c. A failure by either party to make payment of any monies payable pursuant to this Agreement as and when due. Except as otherwise provided herein, no termination of this Agreement for any reason shall relieve or discharge any party hereto from any duty, obligation or liability hereunder which was accrued as of the date of such termination.

10.2 Company Termination

This Agreement may be terminated immediately by Meeteasy under any of the following conditions:

- a. If one of the parties shall be declared insolvent or bankrupt; or



- b. If a petition is filed in any court to declare one of the parties bankrupt or for a reorganization under the Bankruptcy Law or any similar statute and such petition is not dismissed in 30 days or if a Trustee in Bankruptcy or a Receiver or similar entity is appointed for one of the parties; or
- c. If Distributor does not pay Meeteasy within 30 days from the date that any payments are due hereunder;
- d. If Distributor otherwise materially breaches the terms of this Agreement, and such breach is not cured within 30 days after written notice of such breach is given by Meeteasy.

11. CONFIDENTIAL INFORMATION

Written Technical data, drawings, plans and engineering in technical instructions pertaining to the Products are recognized by Distributor to be secret and confidential and to be the property of Meeteasy. Those items shall at all times and for all purposes be held by Distributor in a confidential capacity and shall not, without the prior written consent of Meeteasy, (i) be disclosed by Distributor to any person, firm or corporation, excepting those salaried employees of Distributor who are required to utilize such items in connection with the sale, inspection, repair or servicing of Products during the term of the distributorship created by this Agreement or any extension thereof, or (ii) be disclosed to any person, firm or corporation, or copied or used by Distributor, its employees or agents at any time following the expiration or termination of the distributorship created by this Agreement or any extension thereof, except where such use is necessary in order to maintain or service Products still covered by the warranty at the time of such expiration or termination. Meeteasy may require as a condition to any disclosure by Distributor pursuant to this Section that any salaried employee to whom disclosure is to be made sign a secrecy agreement, enforceable by Meeteasy, containing terms satisfactory to Meeteasy.

14. TERMS OF PURCHASE AND SALE OF PRODUCTS

- a. Distributor shall purchase its requirements for the Products from Meeteasy. Such requirements shall include (i) purchasing and maintaining an inventory of Products that is sufficient to enable Distributor to perform its obligations hereunder, and (ii) at least one (1) demonstration model of the Goods and Accessories.
- b. Each order for Products submitted by Distributor to Meeteasy shall be subject to the written acceptance of Meeteasy, and Meeteasy may, in its own discretion, accept or reject any order for Products without obligation or liability to Distributor by reason of its rejection of any such request.
- c. Meeteasy shall supply to Distributor sufficient Products to enable Distributor to meet the full demand for Products in the Territory.
- d. All orders for Products transmitted by Distributor to Meeteasy shall be deemed to be accepted by Meeteasy at the time such orders are received by Meeteasy to the extent that they are in compliance with the terms of this Agreement and Meeteasy shall perform in accordance with all accepted orders. Meeteasy shall confirm its receipt and acceptance of each order written 3 days of receipt of the order.



- e. Purchases for Resale only. All Products purchased by Distributor shall be purchased solely for commercial resale or lease, excepting those Products reasonably required by Distributor for advertising and demonstration purposes.

15. ORDER PROCEDURE

- a. Each order for Products issued by Distributor to Meeteasy under this Agreement shall identify that it is an order and shall further set forth the delivery date or dates and the description and quantity of Products which are to be delivered on each of such dates. An order for Products shall not provide a delivery date less than 30 days after the date that order is delivered to Meeteasy.
- b. The individual contracts for the sale of Products formed by Distributor's submission of orders to Meeteasy pursuant to the terms and conditions hereof shall automatically incorporate, to the extent applicable, the terms and conditions hereof, shall be subject only to those terms and conditions and shall not be subject to any conflicting or additional terms included in any documents exchanged in connection therewith.

16. CANCELLATION OF ORDERS

All cancellation of orders by Distributor shall be in writing, or if not initially in writing, shall be confirmed in writing. If Distributor cancels an order, which has been accepted by Meeteasy, Distributor shall reimburse Meeteasy for any cost incident to such order incurred by Meeteasy prior to the time it was informed of the cancellation.

17. PURCHASE PRICE

The prices for Goods, and any discounts applicable thereto, are set forth in Exhibit A. All prices are F.O.B. the Delivery Point. If the price for any Product is not set forth on Exhibit A and Distributor nevertheless orders such a Product from Meeteasy, the parties hereby evidence their intention thereby to conclude a contract for the sale of that Product at a reasonable price to be determined by the Parties mutually negotiating in good faith.

18. PRICE CHANGES

Meeteasy reserves the right, in its sole discretion, to change prices or discounts applicable to the Products. Meeteasy shall give written notice to Distributor of any price change at least 60 days prior to the effective date thereof. The price in effect as of the date of Distributor's receipt of notice of such price change shall remain applicable to all orders received by Meeteasy prior to that effective date.

19. PACKING

Meeteasy shall, at its expense, pack all Products in accordance with Meeteasy's standard packing procedure, which shall be suitable to permit shipment of the Products to the Territory; provided, however, that if Distributor requests a modification of those procedures, Meeteasy shall make the requested modification and Distributor shall bear any reasonable expenses incurred by Meeteasy in complying with such modified procedures which are in excess of the expenses which Meeteasy would have incurred in following its standard procedures.



20. DELIVERY: TITLE AND RISK OF LOSS

All deliveries of Products sold by Meeteasy to Distributor pursuant to this Agreement shall be made F.O.B. the Delivery Point, and title to and risk of loss of Products shall pass from Meeteasy to Distributor at the Delivery Point. Distributor shall be responsible for arranging all transportation of Products, but if requested by Distributor, Meeteasy shall, at Distributor's expense, assist Distributor in making such arrangements. Distributor shall also procure insurance for the transportation of the Products, and such insurance shall be of a kind and on terms current at the port of shipment. In the event that Meeteasy is requested to assist Distributor in arranging for transportation, Distributor shall reimburse Meeteasy for all costs applicable to the Products following their delivery to Distributor, including, without limitation, insurance, transportation, loading and unloading, handling and storage. Distributor shall pay all charges, including customs duty and sales tax, incurred with respect to the Products following their Delivery to the carrier or forwarder.

21. INSPECTION AND ACCEPTANCE

Promptly upon the receipt of a shipment of Products, Distributor shall examine the shipment to determine whether any item or items included in the shipment are in short supply, defective or damaged. Within 7 days of receipt of the shipment, Distributor shall notify Meeteasy in writing of any shortages, defects or damage which Distributor claims existed at the time of delivery. Within 7 days after the receipt of such notice, Meeteasy will investigate the claim of shortages, defects or damage, inform Distributor of its findings, and deliver to Distributor Products to replace any which Meeteasy determines, in its sole discretion, were in short supply, defective or damaged at the time of delivery.

22. PAYMENT

Upon Products completion and inspection result acceptance, Meeteasy may submit to Distributor Meeteasy's invoice for those Products. Distributor shall pay each such proper invoice within 3 days after Distributor's receipt of that invoice. Payment shall be made in USD to a bank account to be notified in writing by Meeteasy to Distributor.

23. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and there are no commitments, agreements, or understandings between the parties other than those expressly set forth herein. This agreement shall not be altered, waived, modified, or amended except in writing signed by the parties hereto and notarized.

24. ARBITRATION

Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled by arbitration to be held in the Shenzhen, China, in accordance with the law in this jurisdiction, and judgment upon the award rendered by the arbitrators may be entered in any Court having jurisdiction thereof.

25. SECURITY



Distributor agrees not to disclose or use, except as required in Distributor's duties, at any time, any information disclosed to or acquired by Distributor during the term of this contract. Distributor agrees that all confidential information shall be deemed to be and shall be treated as a sole and exclusive property of the Meeteasy.

IN WITNESS WHEREOF, the parties have executed this Agreement on [DATE].

COMPANY

DISTRIBUTOR

Authorized Signature

Authorized Signature

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Print Name and Title

Print Name and Title