

Baoshida Electronic Technology Co.,Ltd International Dealer Agreement

Agreement Serial Number:_____

Application Area:_____

Signed Date:_____

Signed Location:_____Jinan,China_____

Party A: Baoshida Electronic Technology Co.,Ltd (Following shortened as Party A)

Party B: _____ (Following shortened as Party B)

After amicable negotiation, based on principle of equality and voluntariness, reciprocity and mutual benefit, sincere cooperation, collaborative development, to settle and agree to the following terms and agreement:

I Validity of the Agreement

Valid date from _____ to _____

II Qualification and Certification

1、 Confirmed by Party A, approve sign channel of Party B:

Category	Qualification
<input type="checkbox"/> Full products dealer <input type="checkbox"/> LED indoor lighting products <input type="checkbox"/> LED outdoor lighting products <input type="checkbox"/> LED display products	<input type="checkbox"/> International dealer <input type="checkbox"/> Product series international dealer

Remarks:

- 1) International dealer, authorized to sell LED indoor lighting products, outdoor lighting products, LED display lighting products, LED display products etc in the area of dealer's country.
- 2) Product series international dealer, authorized to sell one type or several types of products, such as LED indoor lighting products, outdoor lighting products, LED display lighting products, LED display products among one or few of these products in the area of dealer's country.

Above all clients qualification must be verified at field and in written permission by

Baoshida Electronic Technology Co.,Ltd, in order to carry on the development work of distribution.

III.Designated distribution area

- 1、 The authorized selling area by Party A to Party B is _____(country);
- 2、 Party B is not allowed to sell products of Party A cross-region before get written permission by Party A;
- 3、 Party B is not allowed to settle, mix, or enlarge their management qualification as their wishes, if unauthorized by Party A, Party B cannot change clients' level, dispatch type, selling area, distribution obligation etc.

IV Designated channel range

- 1、 The channel range of Party B:
☐International dealer ☐Product series international dealer
- 2、 Without any written permission by Party A, the Party B cannot carry on any sales behavior at undesignated channel. The Party B is not allowed to sell products of Party A directly or indirectly in any ways of internet, broadcast, television, telephone and other channel or third party who has above channels.

V . Dealer annual sales goal and ratio of quarter evaluation of completed goal:

- 1、 International dealer area_____(country)
International dealer annual sales goal is _____USD
- 2、 Distribution product selection and regional distributor goal is:

☐International dealer ☐Product series international dealer

Name of dealer project	Quarter goal allocation of the year				Dealer goal amount (Million USD)
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	
International dealer					

VI. Agreement sign period terms

1、 Total sign period of the agreement is 3 year, every year sales goal: the first year is _____USD, the second year _____USD, the third year is _____USD.

2、 Agreement sign date: From _____to _____

Remarks: total agreement sign period is 3 year, annualize settlement for sales goal.

Price policy:

- 1、 The price of product of Party A to Party B is FOB Qingdao or FOB Shanghai;
- 2、 Refer to management demand the Party A has the rights to change the supply price.
- 3、 The supply price subject to the sales dealer price list provided from Party A to Party B.
- 4、 The party A is not responsible to the purchased promotional products of party B, or possible price adjustment risks of retreated products from the market.

VII. Type of Payment

- 1、 After product order from Party B, the Party A needs to confirm and verify supply of goods, model and quantity eventually informs Party B to carry on payment.
- 2、 Once PO issued the Party B has to provide 30% first payment, residual balance need to be paid before goods delivery(for special PO which need support from Party A or special payment that can get another agreement based on communication in both sides)
- 3、 If Party B has not transfer goods payment to designated account of Party A in time, the generated losses undertake by Party B

VIII. Product assurance

- 1、 The product guarantee period of Party A reference to the date of manufacture.
- 2、 Once received goods timely Party B needs to verify product type, quantity or

any damages caused by shipment(unbroken criteria subject to in good package condition and move with no abnormal sound), if any of above issues happened, the Party B has to inform customer service representative of Party A within 7 working days since goods received, in order to make convenience to Party A to handle problems in time, if the notice to Party A exceeded 7 working days then the delivered goods from Party A that we can see it as in accordance with stipulated order.

- 3、 The following causes of faulty product, which are not Party A's responsibility:
- 1) Irresistible cause, such as flood, fire, earthquake, lightning strike.
 - 2) Non-original product of Party A, as unauthorized change light source, power source, electronic devices or use other devices from third party as Party A production.
 - 3) Bad environment of warehousing, bad management caused rusty, moldy, distorted, or damaged products.
 - 4) Private disassemble, change products and parts, or alter, eliminate, cover, replace or damage trademark, serial number, guarantee card, bar code, anti-fake label, or other mark of origin.
 - 5) Any damages caused by inappropriate use, maintenance, storage (did not according to product instruction to install, use or other inappropriate ways, such as wrong wire connection, apply in unsuitable voltage, non-rated load and high temperature, soaking, corrosion etc).

IX Obligations of Party A

Party B should be strict compliance with this agreement, at the same time, Part A will offer Part B obligations as follows:

1. Party A provides high quality products to Party B according to the dealer price. Party A will provide different quality guarantee period according to each order with different products.
2. Party A coordinate with Party B to apply for certificates required within the sales area market of Part B. (certificate fee based on the total purchase

amount of Party B which will be specified in a separate supplemental agreement).

3. Part A will provide Party B technical guidance support for prompting its market at some special lamps which are workable for dealer area. (E.g. Renderings design, structure diagram design, reasonable process guidance and planning. Mold costs based on the total purchase amount of Party B which will be specified in a separate supplemental agreement.)

4. Party A may help Party B according to the actual project situation to deal with renderings design and arrangement of lights Drawings.

5. Party A has the obligation to recommend new products with technology improvement according to its own annual upgrade to Part B.

6. Party A has the obligation to give guidance about large international lighting fairs, new product distribution and exhibition with the Part A area.

X Obligations of Party B

1. Party B shall perform as Party A issued the sales targets and priorities and accept the Party A's guidance and assessment

2. Party B shall actively promote production within designated Acting Regional area and make well use of dealer channels to expand the market share of the Party A products, responsible for after-sales service of the Part A products in the local, and provide consumers with all the necessary after-sales service support and convenience.

3. Party B must be under the condition that are applicable for products to sale goods and promise not to alter in any way, painting, removed, covered, replacement, damage or otherwise interfere with any packaging provided by the Party A or attached to the product any mark above the nameplate, serial number, warranty card, security marked or other marks of origin;

4. Party B's market price should be strict with the Party A's price system. Party B should be not allowed to disturb the price system, if it happens, Party B voluntarily accept treatment Terms by Part A, each time deduct 10% of margin.

5. Party B is obligated to provide real data of stock-sell-storage to Party A.
6. Party B should keep good relationship with the local industry and commerce, quality inspection and other relevant departments. At the same time to strengthen cooperation with them to jointly safeguard the social image of the Party A, and shall not publish and behave with something will or may adverse affect Party A's business reputation and corporate imagine (including but not limited to the associated business.)
7. Party B is responsible for telling local customers methods of installation, application. and the introduction of Party A Products; Party B to make any promise beyond the terms of this agreement like price, quantity, warranty, or usefulness commitment, all the responsibility borne by Party B.
8. Party B is obligated to prompt Party A Intellectual Property and trademark of "BAOSHIDA LED lighting" and pictorial logo for advertising, marketing, media, the Internet, e-commerce use of Party A.
9. Party B shall be subject to the unified standard requirements of the Party A at sales management, marketing, product demonstrations, network system, service and other aspects, and promote Party A product and give all the necessary support.

XI The expiration of the agreement, to alter or terminate

1. The expiration or termination of this agreement shall not affect any interest of any party under this Agreement. Party A will not undertake Party B to deal with and accept assets (including but not limited to the retention of goods, real estate, vehicles, credit and debt, etc.), not bear STR personnel placement and not accept compensation as well as compensation for any agreement and written commitment. Any legal disputes Party B and Party B's customer base in the local area has nothing to do with the Party A.
2. One of the following circumstances, Party A has the right to terminate the performance of the obligations of the agreement, the right to stop delivery

requirements for rectification, the right to terminate this agreement to break up the partnership.

- 1) Any reason cause Party B unable to repay the Party A good payment or unable to be dealer any more to sell Part A products in the dealer's market area.
- 2) Party B changes its legal representative or transmission of the business right, without prior consultation with the Party A.
- 3) Party B facing business reputation crisis, transferring of assets or main business

Deviating from Party A.

- 4) Part B in a quarter almost no business or sales performance, and be regarded as inability to fulfill the agreement by the Party A.
- 5) Party B publish any remarks or behavior that adversely affect the business reputation and corporation image of the Party A.
- 6) Without the written consent of Party A, Part B change the Party A Product pricing policy, market prices which impacting of the price system;
- 7) Without the written consent, Party B sell Party A products in any form at non-specified dealer area or non-specified dealer sales channels.
- 8) Party B unauthorized manufacturer, sell imitation or counterfeit Party A

Products.

3.The agreement expires or terminated for any reason, Party B shall within 14 working days after the termination of the agreement to stop selling any product with the name of "BAOSHIDA 宝世达 LED lighting " both English and Chinese words, related extension icon and Baoshida trademark-related items within dealer area. Otherwise, each overdue day, Party B shall pay liquidated damages of \$ 500.

4. After agreement expiry or termination of the Part A and Part B side shall not willfully defame each other, and should continue keeping trade confidential (such as price, customer roster, inventory, company policies,

organizational structure, etc.) If the other party slanders each other's business reputation and violations infringement of the other trade secrets , and the infringed party shall have the right to require the other party to pay liquidated damages of \$ 50,000 and ask to assume the resulting total loss of business reputation.

5. Party B undertakes to comply with the policies and regulations of the Party A on product processing agreement after the expiry or termination, and actively cooperate with Party A of unsold products processing or have sales Party A Products deadline with the consent of Party A. For products purchased by Party B are still within the warranty period, the Party will continue to provide after-sales service;

6. Agreement expires or is terminated, the parties shall immediately settle the related amounts.

Financial officers of both sides will be settled down all the business current accounts before the termination of the agreement, accounts payable Reconciliation cleared.

XII Transfer

1. The rights and responsibilities of both parties also constrain their respective successors, assigns, executor or administrator and the interests of these officers, but the exceptions, either by law enforcement or other forms without written consent of Party A, Part B shall not transfer the Agreement or any rights or obligations under this agreement, and any violation of the provisions of the transfer or attempt to transfer are invalid.

2. After written notice of termination, Part A may at any time transfer all or part of the agreement rights, obligations and responsibilities under this agreement to Party A and any related Party A.

Fourteenth: Applicable law and dispute resolution

All disputes or claims generated by the agreement arising from or related to this Agreement by both sides negotiated settlement, if the negotiation

can not be resolved, then submitted to the Party A seat of the jurisdiction of the People's Court ruling.

XIII Supplementary

1. The agreement matters not mentioned herein shall be written in supplementary. Supplementary agreement and this agreement have the same legal effect, but shall not be in conflict with the contents of the agreement. If there is any conflict between the terms and conditions in the agreement and in the appendix to supplement, then the terms and conditions of the agreement shall prevail;
2. This agreement in quadruplicates, three copies keep in Party A side, one in Party B. After signing by both parties, sealed and be effective.
3. The expiry of the term of the agreement, for renewal of the agreement, the party should written notice to the other party one month's before the expiry of the agreement, after the two sides negotiation, and then sign new agreement.
4. Party A to retain the authority of agreement interpretation.

Part A(seal):Baoshida Electronic Technology Co.,Ltd.

Part B(seal): _____

Add: No.8 Kaiyuan Road, East of North Industrial Road,
Jinan, Shandong, China.

Add: _____

Legal Representative: Wei Zhang

Legal Representative: _____

Entrust Agent: _____

Entrust Agent: _____

Telephone: 0531-88886777

Telephone: _____

Fax: 0531-88800210

Fax: _____

Postal Code: _____

Postal Code: _____

Signing Date: _____

Signing Date: _____