

EXCLUSIVE AGENCY AGREEMENT (V2007)

Date: This agreement is made on _____

BETWEEN

1. Million Ocean International Limited, having its principal place of business and head office in Ningbo, China, Louxiachen Maimianqiao, Wangtong W Road-315171 (hereinafter referred to as the EXPORTER).

Managing Director: MR. WELDON LOO

TEL: 0086-574-5612 1500,

MOBILE: 0086-130-5674 1729

FAX: 0086-574-5612 1510

EMAIL: SALES@CHINASIGNDEPOT.COM

WEB: WWW.CHINASIGNDEPOT.COM

And

2. M/s. _____, having his principal place of business and head office in _____ (hereinafter referred to as the AGENT).

Managing Director:

TEL:

MOBILE:

FAX:

EMAIL:

WEB:

WITNESSETH

Whereas, for the purpose of this agreement it is understood that EXPORTER holds, owns or controls in its own rights or under agreement with the original owner thereof, all the rights for development and distribution of WELDON _____ products world wide. Whereas, the AGENT is a n experienced business organization and quite influential in the local business community and is desirous of acquiring agent's rights in _____ for stocking, sales and promotion and cause the same to be promoted in the said area for the products, specified in Clause 1 on the following terms and conditions.

CLAUSE 1. PRODUCTS: -

EXPORTER grants AGENT exclusive rights for selling WELDON _____ with related scientific research and popular literature.

CLAUSE 2. APPOINTMENT AND TERRITORY: -

EXPORTER hereby appoints the second party as his AGENT in the territory of _____ only, the citizen of which the AGENT is.

CLAUSE 3. SELLING AND AGENCY RIGHTS: -

a) EXPORTER grants AGENT the rights to market and distribute the above-mentioned products to

any customer or resident with its principle place of business in the AGENT'S territory.

The right shall be sole and exclusive in so far as AGENT under permission of the contract promotes and sells the products in his territory.

b) AGENT is not allowed to advertise or set up and maintain branch offices and/or houses to resell the products outside his territory. However, AGENT can only fix devices in neighboring countries.

c) Any eventual sale out of the territory through the AGENT'S organization could be mutually discussed, and every single operation has to be agreed upon between the parties in writing.

CLAUSE 4. PURCHASES AND FORECASTS: -

a) AGENT agrees to give EXPORTER a purchase schedule on a 3 month basis.

1st-3rd month: 10% of the agreed quantity;

4th-6th month: 20% of the agreed quantity;

7th-9th month: 30% of the agreed quantity;

10th-12th month: 40% of the agreed quantity.

b) EXPORTER and AGENT have agreed upon a minimum NET purchase of US \$ _____ or quantity of _____ PCS for the first full year, from which this agreement takes effect. For the second and the following years the minimum purchase shall be ___% more than the first year for the products under Clause 1.

CLAUSE 5. PRODUCTS DELIVERY AND STOCK: -

a) The EXPORTER will issue a Price List to the Agent, specifically applicable to the Territory of this Agreement, based on which all transactions will be concluded.

b) On signing this agreement the AGENT shall put a minimum purchase order worth of US \$ 20,000 or quantity of one 20FCL /=.

c) AGENT shall take delivery of materials at EXPORTER'S head office ; AGENT shall undertake the responsibility for transportation and all other risks.

CLAUSE 6. PRICE FOR PURCHASE: -

EXPORTER has the right of reviewing the prices of the material once every three months depending upon the market situation. An increase in prices will be agreed upon by the parties hereto and shall come into force after three month's notice given by EXPORTER.

However, during the six months of cooperation EXPORTER guarantees stability of prices for the materials stipulated in Clause 1 of the present agreement.

The products shall be supplied at prices ruling on date of order entry.

CLAUSE 7. SALE PRICE: -

AGENT undertakes to sell the mentioned devices exclusively at the rate suitable for his region.

CLAUSE 8. PAYMENT: -

AGENT shall pay for the product on time as the PROFORMA INVOICE or SALES CONTRACT.

CLAUSE 9. AGENT'S OBLIGATIONS: -

AGENT shall:

a) Use his best endeavors to maintain, increase and promote the sales of products in his territory, and by way of appointing sub-dealers and distributors directly under his control in his territory.

- b) AGENT shall have the head office with equipment and information similar to the head office of EXPORTER in China. The same logo, trademark of EXPORTER, symbols shall be used by AGENT.
- c) AGENT does not have the right to promote, market any of her similar or related materials produced by other EXPORTERS.

CLAUSE 10. EXPORTER'S OBLIGATIONS: -

EXPORTER shall:

- a) Supply the products as ordered by AGENT on the basis of previous order confirmation.
- b) EXPORTER shall not appoint any third party as an agent within the territory for import and sale of the products and shall not grant any third party the right or privilege within the territory for the sale of the products.
- c) EXPORTER informs AGENT that the lifetime of equipment is 3 (three) years from the date of delivery.

EXPORTER does not bear the responsibility for any damages caused to the equipment by the customer.

The EXPORTER does not bear the responsibility for any dissatisfaction, which could be caused to the customer as the result of wrong usage of devices.

CLAUSE 11. TECHNICAL PERSONNEL: -

On demand, AGENT shall send his employee to the Exporter's head office for 3 days for special training in order to obtain the knowledge for right presentation of information to the customer. The expenses shall be borne by AGENT.

EXPORTER trains Agent's personnel free of charge.

CLAUSE 12. INDUSTRIAL PROPERTY RIGHTS: -

Any trademark or business mark that exists in respect of the products shall remain the sole property of EXPORTER.

CLAUSE 13. CONFIDENTIALITY: -

Neither party shall during the continuance of this agreement nor at any time thereafter, divulge any information of the other party trade secret, business techniques or other confidential matters relating to the other party, except for the purpose of performing the terms of the present agreement.

CLAUSE 14. LITERATURE AND PUBLICITY: -

AGENT undertakes to advertise the products in the territory and shall keep EXPORTER informed of any action, which may help the sales promotion.

The cost incurred by advertisement, trade fairs, exhibitions and promotions, etc. carried out in the AGENT'S territory shall be borne by AGENT.

EXPORTER will place at AGENT'S disposal, on request and as a available, publicity material and products literature in reasonable quantities.

CLAUSE 15. SUB-DEALERS OR DISTRIBUTORS: -

AGENT shall have the right to appoint sub-dealers or distributors, to carry out any of AGENT'S obligations in his territory under the present agreement.

CLAUSE 16. FORCE MAJEURE: -

Neither party shall be liable to the other in the event of being unable to perform this agreement by reason of riots, civil disturbances, wars, accidents, strikes, lockouts, storms, fires, floods or any other circumstances beyond reasonable control.

CLAUSE 17. DURATION OF AGREEMENT: -

a) The agreement comes into force on this _____ and remains valid for the period of one calendar year, and could be renewed for another two years by mutual written agreement .

b) If the AGENT succeeds in achieving the high standards of sales and feels the requirements of establishing a joint venture with the EXPORTER. Both parties will work out a separate agreement for the said joint-venture.

c) This agreement automatically gets canceled if the A GENT failed to meet the purchases tasks agreed upon by this agreement, and that could avoided by mutual written agreement as special case.

CLAUSE 18. ASSIGNMENT: -

AGENT shall not sign or transfer his rights or obligations contained herein to any other party without previous written consent of the EXPORTER.

CLAUSE 19. NOTICE: -

Any notice required under the terms of this agreement shall be given in writing or sent by cable or telex or fax to the address of either party as is duly specified in the present agreement.

CLAUSE 20. SETTLEMENT OF DISPUTES: -

If a ny d ispute o r d isagreement a rises o ut o f i nterpretation o f this a greement, any s ale a nd purchase cont ract hereunder or the p erformance thereof on any matter arisi ng ou t of this agreement and if such d ispute or d isagreement i s no t settled i n wri ting be tween A GENT a nd EXPORTER by mutual cooperation in good faith, such dispute or disagreement shall be referred to and settle d final ly and conclu sively under provisions o f China Chamber of International Commerce.

CLAUSE 21. ENTIRE AGREEMENT: -

Subject to China Co mmercial La w, t he pro visions of this agree ment constitute the e ntire agreement between EXPORTER and AGENT, related to the matter covered by this agreement and supersedes all previous agreements related to t he same. In wi tness th e parties her eto ha ve executed this agreement as of the day and year, first above written.

EXPORTER

AGENT