

DEALER DISTRIBUTION AGREEMENT

INTRODUCTION

This agreement is made on theday of 2020, between Tasly Marketing (hereinafter referred to as “**the Company**”) and _____ (hereinafter referred to as “**the DEALER**”) to ensure compliance and effective management in marketing and promoting of the Tasly products (hereinafter referred to as “**the Product**”).

WHEREAS

- A. The Company is desirous of appointing DEALERs based in Malaysia on the terms and conditions set out below.
- B. The DEALER is so appointed and responsible for the promotion and marketing of the Product and it’s approved pricing as set forth in **Appendix A** in Malaysia.

1. The Company’s obligations:

- I. The Company has the rights as a distributor of the Products within Malaysia and other areas of business approved under the Company.
- II. The Company desires to appoint The DEALER as an independent party subject to the terms and conditions of this agreement.
- III. The Company has established substantial reputation and goodwill in the said business. The Company recognises the benefit to be derived therefrom and acknowledges the necessity of conforming to the high standards customer services.
- IV. The Company shall provide appropriate product training and other related knowledge to the DEALER for consistent and professional service standard.
- V. The company shall provide guidance and related approvals for any product point-of-sales materials to be developed by the DEALER for marketing and promoting purposes.

2. The DEALER's obligations

- I. The DEALER is responsible for the good upkeep of the business premises or kiosk outlet and shall always maintain clean and hygienic environment safe for customers.
- II. The DEALER shall notify the Company the exact location of the operation premises and the kiosk outlets with its complete correspondence address and contact person with contact numbers.
- III. In the event of closure or relocation of any abovesaid outlet(s), it is the responsibility of the DEALER to update the Company officially in writing.
- IV. The DEALER shall be responsible for all state council approvals for the operations of the outlet.
- V. The DEALER is responsible for its premises and/or outlets related payments like rental, utility bills and other operating expenses such as staff cost, point-of-sales materials cost etc.
- VI. Any point-of-sales materials bearing product image, product logo and products description must be in compliance with the local authorities. The approved document must be submitted to the Company for records to prevent misinterpretation or misrepresentation of the Product and Tasly brand.
- VII. Any form of advertisements must obtain prior approval from the Company by way of soft-copy submission.
- VIII. The DEALER shall **NOT** use the "**TASLY**" name as part of its name or the name of any entity associated with it.
- IX. The DEALER is strictly subjected to sales of products marketed through the Company and is not permitted to selling products of similar claims and efficacies to avoid conflicts that could create misrepresentation of the brand.
- X. The DEALER is totally refrained from creating own promotion packaging or product mix against The Company's knowledge or approval.

- XI. All such package mix must be proposed in writing by the DEALER and only upon approval by The Company can the offer be made to the consumers.
- XII. The above DEALER's obligations are also applicable to any form of mobile kiosks in a public location or at closed-user group premises.
- XIII. The DEALER will operate the business within the scope of direct-to-consumer marketing and also by appointment of Agents to do the same manner, whereby the agents are individual entities.
- XIV. The DEALER and their Agents are not permitted to directly appoint entities dealing with pharmaceutical supplements and products as their Agents.
- XV. If the DEALER has such entities as prospective purchasers, the DEALER shall immediately refer that prospect to the Company.

3. Purchasing and Supply of Products

- I. The DEALER duly places a written order by electronic format or by purchase order clearly stating the respective product quantities.
- II. The Company will then Invoice the DEALER for electronic payment transfer.
- III. Upon clearance of payment to The Company's bank account, The Company will notify the collection date.
- IV. In the event of postal delivery within Malaysia to the DEALER, the DEALER will be absorbing the full postage cost.
- V. It is the DEALER's obligation to make the collection arrangement at the soonest possible date.
- VI. Risk of loss and damage to a Product shall pass to the DEALER upon the collection of such Product.
- VII. The DEALERS are refrained from joint or combined volume purchases to avoid conflict of incentives or special offers that may be applicable from time to time, which will be communicated in writing by The Company.

4. Pricing and Promotion Practices

- I. The Company's selling price to the DEALER and to the end consumer is to be strictly complied as per Appendix A.
- II. The end consumer buying price is applicable to all levels of the hierarchy regardless of position of appointment by The Company.
- III. There is strictly no price under-cutting at any level to end consumer. Those caught causing price war will face the risk of losing the position to sell the Products and termination of this Agreement.
- IV. The DEALER who uses social media (**also referred to as on-line**) as their mainstream acquisition practice is subject to providing written shop@on-line platforms/sites being used together with visuals of product and other related images, product description and pricing to the Company. On-line dealers will be subjected to additional compliance and completion of **e-Commerce Terms & Conditions**.

5. Electronic Payment Facility

- I. The Company has the option to provide electronic payment support method by way of Credit/Debit card terminal under the name of the Company **on a need to basis** with certain financial obligations by the DEALER for which a separate document for mutual agreement will be prepared at such time.

6. Term of Agreement

- I. This Agreement shall commence on the execution date for one (1) year and with option to renew for another three (3) years or any further duration on terms and conditions to be agreed upon between the Parties in writing.

7. Termination

- I. Either party may terminate this Agreement by giving to the other party **three (3) months'** notice in writing **or with immediate effect** depending on the severity of the breach of the Agreement in the event: -
 - a) the Company is of the opinion that the DEALER has committed any serious or persistent breach of any of the provisions of this Agreement;
 - b) the DEALER is faced with any winding, liquidation or bankruptcy proceedings; becomes insolvent or bankrupt; undergoes dissolution, liquidation or winding up or makes any arrangement or composition with its creditors;
 - c) a change in the ownership of the DEALER's business;

8. Conclusion

This consensus constitutes the entire acceptance between the parties and supersedes all prior agreements in connection with the subject matter hereof. No director, employee or agent of the Company is authorized to make any representation or warranty not contained in this consensus and the DEALER acknowledges that he has not relied on any such oral or written representations or warranties. No variation or waiver of any of the provisions of this consensus.

In any case of ambiguity or dispute, The Company's decision shall be deemed as final.

The parties hereby agree to the above contents and shall comply for the benefit of all parties concerned.

SIGNED
for and on behalf of
TASLY MARKETING

Name :

Position :

Date :

SIGNED
for and on behalf of
The DEALER

Name :

Position :

Date :

APPENDIX A