

AGENT DISTRIBUTION AGREEMENT

INTRODUCTION

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

WHEREAS

- A. The DEALER is desirous of appointing AGENTs based in Malaysia on the terms and conditions set out below.
- B. The AGENT 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 AGENT’s obligations

- I. The AGENT is responsible for the good upkeeping of the business premises or kiosk outlet and shall always maintain clean and hygienic environment safe for customers.
- II. The AGENT shall notify the DEALER 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 AGENT to update the DEALER officially in writing.
- IV. The AGENT shall be responsible for all state council approvals for the operations of the outlet.
- V. The AGENT 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 AGENT for records to prevent misinterpretation or misrepresentation of the Product and Tasly brand.
- VII. Any form of advertisements must obtain prior approval from the DEALER by way of soft-copy submission.
- VIII. The AGENT shall **NOT** use the “**TASLY**” name as part of its name or the name of any entity associated with it.
- IX. The AGENT is strictly subjected to sales of products marketed through the DEALER and is not permitted to selling products of similar claims and efficacies to avoid conflicts that could create misrepresentation of the brand.
- X. The AGENT is totally refrained from creating own promotion packaging or product mix against The DEALER’s knowledge or approval.
- XI. All such package mix must be proposed in writing by the AGENT and only upon approval by The DEALER can the offer to made to the consumers.
- XII. The above AGENT’s obligations are also applicable to any form of mobile kiosks in a public location or at closed-user group premises.
- XIII. The AGENT will operate the business within the scope of direct-to-consumer marketing whereby the agent is an individual entity.
- XIV. The Agent is not permitted to directly appoint entities dealing with pharmaceutical supplements and products as their sales channel.
- XV. If the AGENT has such entities as prospective purchasers, the AGENT shall immediately refer that prospect to the DEALER.

2. Purchasing and Supply of Products

- I. The AGENT makes direct purchase of the products from The DEALER and pays The DEALER accordingly to Appendix A.

- II. In the event of postal delivery within Malaysia, the AGENT will be absorbing the full postage cost.
- III. It is the AGENT's obligation to make the collection arrangement at the soonest possible date.
- IV. Risk of loss and damage to a Product shall pass to the AGENT upon the collection of such Product.
- V. The AGENTs 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 DEALER.

3. Pricing and Promotion Practices

- I. The AGENT's selling price to the end consumer is to be strictly complied as per Appendix A.
- II. 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.
- III. The AGENT 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 DEALER. On-line agents will be subjected to additional compliance and completion of **e-Commerce Terms & Conditions**.

4. Term of Agreement

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

5. Termination

- I. Either party may terminate this Agreement by giving to the other party **one (1) month** notice in writing **or with immediate effect** depending on the severity of the breach of the Agreement in the event: -
 - a) The DEALER is of the opinion that the AGENT has committed any serious or persistent breach of any of the provisions of this Agreement;
 - b) The AGENT 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;

6. Conclusion

This consensus constitutes the entire acceptance between the parties and supersedes all prior agreements in connection with the subject matter hereof. No variation or waiver of any of the provisions of this consensus.

In any case of ambiguity or dispute, The DEALER'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
The DEALER

Name :

Position :

Date :

SIGNED
for and on behalf of
The AGENT

Name :

Position :

Date :