



Brand Sole Agency Agreement 2015 Edition (Enclosure)

Agreement No: 20150901001

# Overseas Brand Exclusive Agency Agreement

(Agents 2015 edition)

**xx xx, 2015 First Edition**

The final interpretation of the policy belongs to

ORICO TECHNOLOGIES CO., LTD

Supplier Part A: ORICO Technologies Co., Ltd

Agent Part B: TRANSDATA



## 1. Agreement items and purpose

1.1 Both parties through friendly negotiation, in the fairness, integrity, equality, mutual benefit, based on the spirit of promoting the safe information communication and building markets, according to the "People's Republic of China Contract Law" and relevant laws, Party B is authorized to sign ORICO brand marketing rights sales agreement \_\_\_\_\_ on the basis of equality and mutual benefit.

1.2 The purpose of this agreement is to establish a product and service agent system between both parties, to ensure the supply of legitimate products and sales channels. Party B may use trademarks, corporate names, domain names and other relevant information to explain the Party A product origin and quality according to this Agreement.

1.3 The agreement is based on the Target of USD 120,000 USD for 2 year and comes into effect after the first cargo amount order payment, both parties agreed to implement the provisions of this contract by the content.

## 2. The entrusted agency

2.1 Party A agrees Party B to be the exclusive agent and promote Party A 'brand products in the(country / region) Turkey.

2.2 The contract is valid from 09/07/2015 to 09/07/2027 (M/D/Y).

2.3 The two sides can renewal voluntary and signed new agent contract. As to the agency did not renew the contract once expiration, the parties shall be deemed a waiver to continue to cooperate, while the contract is terminated.

2.4 The sales agent products only include ORICO brand products (not including other brands)

2.5 Party A agrees Party B \_\_\_\_\_ (online shop) to sell the full range of products in the e-commerce platform stores)

2.6 Party B should reach the sales amount of USD 120,000 USD for a year to ensure the agent rights, to the Party A brand and product promote plan. If Party B cannot reach the **Average sales amount of USD** 120,000 USD for a year, Party A have the right to cancel the Party B agent eligibility, to replace other agents.

## 3. Cooperation

3.1 Party B (in the manner authorized agent of Party A) sales and promote the two sides agreed product and make a strategic market research and service in the country Turkey.

#### 4. Relationship

- 4.1 Party A and Party B are independent contractors, Party B should not sign agreement or make any promises with a third party, making Party A any constraints, nor to engage in any acts in name of Party A without it's authorization ( **Except the district for Sole**)
- 4.2 The rights and obligations of both parties in the contract will not constitute or be construed as a partnership.

#### 5. The rights and obligations of Party A

- 5.1 Although as the first article of this contract, the business service may become the subject of the Party B and customer service targets stipulated in the contract services, in accordance with the contract, Party B in its own name to establish contractual relationships with its customers and bear contractual obligation independently, Party A should not establish service contractual relationship with the Party B's customers.
- 5.2 Party A should provide technical support and training within the business, helping to improve the technical capabilities and broaden the scope of business.
- 5.3 Party A should provide Party B complete after-sales service, the detailed terms were determined by the specific business contracts of Party A&B ( including electronic contracts form ), but the after-sales service of Party A only to the Party B, not customers.
- 5.4 Party A should guidance and notice Party B when there are rules and changes in prices related business, market dynamics guidance promptly ( general email )
- 5.5 If Party B go against this Agreement and leading losses to customers or Party A, Party A have the right to terminate the agreement and claim Party B to compensate.
- 5.6 Due to losses caused by Party A's faults, Party A only in charge of Party B. Assume the obligation to total Party A&B between the two sides of the sum is capped at the amount of the specific business .
- 5.7 The dispute, losses , tort, breach of contract , etc between the Party B and its customers , should be self solved, Party A does not intervene in disputes with customers , etc. also doesn't charge for customers' any losses.
- 5.8 Party A is responsible for providing the date and documentation required for marketing, promotion, and advertising.
- 5.9 Party A should notice Party B when any new product pushed out, important components and parts to be replaced or old products to be canceled.
- 5.10 Party B enjoy the right exclusive agent in the region of Turkey ,have obligation to put and decorate the ORICO goods counter , and submit a complete real shot stores photos to Party A.
- 5.11 After received the order from Party B, Party A should be positive to organize the production, to ensure the timely delivery to Party B, resulting in violation of this Agreement by



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Party B or Party lost customers, Party A is entitled to terminate this agreement and the right to request Party for damages, If Party B go against this Agreement and leading losses to customers or Party A, Party A have the right to terminate the agreement and claim Party B to compensate.

5.12 According to the relevant provisions of the Party A, if Party B reach the ORICO market's outstanding performance, Party A is obliged to give serious price concessions and markets promotion support and gifts support, which determined by the goods amounts awards.

5.13 **In the validity of this Agreement, Party A have the right to amend price and management practices based on market conditions; Party B should accept the revise to the relevant terms in the fulfillment of the relevant period. Once the amendments made , the Party A will send e-mail 15 days in advance or notify Party B at the Party A website in announcement, the revise come into effect from the date of the provisions.**

## 6. The rights and obligations of Party B

6.1 **In accordance with the provisions of the Party A, Party B enjoy the agent price of Party A products. The service prices Party B agreed with the customer shall not be less than the price Party A offer publicly, and strictly abide by the Party's limit system.**

6.2 ORICO words and unified brand identity B advertising content can be used in promotional materials and on its corporate business cards and network agent's promotional materials and on its corporate business cards and network agents ORICO words and unified brand identity. Without the authorization of Party A ( Except Sole Agent), Party B shall not take part in advertising and commercial activities in the name of" office" , "rank agency" , " regional agency " or "general agent "with monopoly, exclusive and other without Party A authorized. And should not use "ORICO brand network marketing authorization " to make any substantive contact with the Party B, its corporate name must not appear misleading words that mislead Party B is the subsidiary corporation, branches, agents, affiliated company, general agency, or other substantive relationship sole.

6.3 Party B must strictly comply with national and local regulations when promote products in the local region .

6.4 Party B must ensure the service quality, don't damage the overall market impression of the Party A , nor engage in other acts harm the interests of the Party A.

6.5 Party B is responsible for the products sale, promotion and other things in the region  Turkey  .

6.6 Party B should reserve the products 2 weeks in advance from Party A, ensured that the region has a reasonable supply of inventory management, specifically replies delivery of products based on the quantity and models of products, which determined by the communication between Party B and Party A business representative.

6.7 Party B is responsible for the agent products to sale, update, promoting, etc.in the



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e-commerce platform.

6.8 Party B shall make plans to carry out Party A's brand and product promotion, Party A have right to set other dealers in the region of Turkey, if Party B did not carry out the obligations of agents in the following cooperation time, Party A have the right to withdraw the qualification to get goods from factory directly, making Party B to get goods from other regions.

6.9 During the term of this Agreement and after the termination or termination of this Agreement, Party B promise not to provide all the party A's relevant business, technology information to it's competitors, businesses or organizations, etc, or else would bear the corresponding responsibility.

6.10 Party B should make promotion plans to Party A's brand products; Party B should sell all ORICO products in the online shop and operate normally. Party A should send the new products information to Party B timely when there are new products. Party B should sell all the new products timely in seven working days when received information. If Party B not sell ORICO new products in one week as the agreement, Party B will be notified in written form to revoke dealer network agent eligibility, and to terminate this agreement.

6.11 Party B shall not be vicious competition or other unfair competition with other agents of Party A.

6.12 What the agreement called "have competitive business relationship enterprise, commercial agency or organization with Party A means any of the following circumstances enterprises, businesses or organizations:

- (A) have the same or similar commercial and technical fields with the Party A;
- (B) have the same or similar business scope with Party A;
- (C) have the same or similar customer base with Party A's products and service.
- (D) other situations as the laws and regulations.

6.13 If Party B have no ORICO authorized agent, Party B cannot carry out activities without Party A's authorization, otherwise on it's own account. If causing losses to Party A, should compensate fully.

## 7. Exit of agents under customers offer

7.1 Party A undertakes not to put forward to establish direct economic relations with the customers of Party B (hereinafter referred to "Customer")

7.2 As customers 'written offer, Party A can sign service contracts with customers to establish service relations, especially in the following cases:

(A) there is evidence that explain the customer service provided by Party B cannot meet requirements of the contract signed with the client. When there is no contract, cannot achieve the reasonable requirements as the industry in general.

7.3 Party A does not accept any responsibility for the implementation and termination of contract between customers and the Party, one party is responsible for the contract directly to

each other.

## **8. Enterprise name, trademarks, trade names, brands, domain names and websites**

8.1 During the period of this Agreement, Party B only can use the name of Party A Enterprise name, trademarks, trade names, brands, domain names and websites within the scope of this agreement, do not exceed the scope of work of the Party approved, nor use for other purposes and matters. When Party B uses the Enterprise name, trademarks, trade names, brands, domain names and websites, should service as the Agreement between A and B, shall not entrain other contents or other business purposes. Party B should notice A and obtain the written permission before use the Enterprise name, trademarks, trade names, brands, domain names and websites in own promotional materials, business cards, marketing, website construction, and any other aspects. Otherwise be deemed to infringe the party A's enterprise name, trademarks, trade names, brands, domain names and websites, should bear corresponding responsibility. The usage of Party A's names, trademarks, domain names is limited to the description of its products or services, not to make people think of the seller or service provider is Party A.

8.2 Party B and its staff promise not to belittle or damage Party A's trademarks, corporate names, domain names during the performance of this Agreement and upon the expiration, nor have any belittle, plagiarism, distort, damage or other damage on the internet pages or websites Party. Party B should endeavor to maintain, enhance the value of these trademarks, business names, and domain names during protocol.

8.3 Party B promised that after the termination of the agreement, cannot express or imply itself has any substantial contact with above party trademarks, corporate names, domain names, or in otherwise ways to express or imply he is the sole party agents without the written consent of the Party A.

8.4 Due to the above six categories Item 1 Item 2 and Item 3 situations caused damage to a third person or party, the Party bear all the responsibility.

## **9. Storage and transportation**

9.1 Party A is responsible for transporting the ordered products to the specified areas, the shipping cost beard by Part B.

9.2 Party B should raise an objection within three days from the arrival due to quality problems caused by improper transport or packaging damaged and the resulting losses, Party A is responsible for replacing the same amount as the logistics of goods.

9.3 Party B ensure that store the products under standard storage conditions, otherwise Party



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B bear the quality problems.

9.4 Party A should put the delivery receipt confirmation into the parcel and arrange the shipment within a week, Party B signed or stamped back to the party A after delivery in one week, as the received goods and actual orders do not match, Party B must prove reasons in the " delivery receipt confirmation " and returns in e-file. If Party B not sign and return within a week , Party B will be regarded as received the matched orders.

## 10. After-sales quality service

10.1 During the validity of the contract, Party A shall be obliged to provide the lifetime service warranty Party B brand products as Party B sell Party A's products.

10.2 Party A will only accept B return the mass goods by logistics, if appeared a small amount of goods in one month, such as several products, several times products for the repair, Party A is entitled to reject the goods and will consider whether to cancel the qualifications .

10.3 Party B's product quality problems, through the sale warranty returns process, B is responsible for return logistics costs, while Party A confirm the truthful data as received the returned products with B, and given the offset on the new orders.

10.4 Party B's returned products must have complete accessories, missing parts costs will be deducted in accordance with the requirements.

## 11. Payment

11.1 Party A sum all at once before shipment.

11.2 Settlement modes: Party A organize delivery after the finance department confirmed and payment arrive Party A .

11.3 Settlement Currency: RMB / USD / HKD

11.4 If Party A changes the account party, proved by the Party A's finance department stamped writing notice.

11.5 Payment settlement option (Choose any one in the following ways): [A] remittance [B] checks

11.6 Party B shall not give the payments or borrowing for goods to or lent to Party A's sales Party or import other accounts the Finance Ministry has not been stamped Party written notice to Party B shall be the purchase price ( or borrowing ) or lent to business personnel or remit to other accounts, otherwise Party B undertake the duty personally.

## 12. Market Protection

12.1 Party A ensure that no malicious conflict in the region of Party B.

12.2 Party B promise not to plan and operate the sales acts beyond the region.

12.3 Party B promise to comply with the Price pledge and "ORICO reserved products



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catalog list" update, perform ORICO market price range control and maintain ORICO market price system together with the Party A. If Party B violates the market limit, be warned first time, stop supply and cancel service and complaints second time, cancel the qualification third time.

12.4 Party A retains the power to adjust the product prices, the price adjustment notice will be sent to Party B 7 days in advance .

12.5 Party A supports to discuss and plan if B has a physical store or network marketing promotion ideas.

12.6 Party A supports B to push ORICO products and will support various aspects of marketing support. Specifically negotiated confirmation.

### 13. Protocol changes, termination and breach of contract

13.1 Both parties should be based on the principle of good faith to perform the agreement. Each party use fraud, coercion or violence in the performance, the other party may terminate the Agreement and demand compensation.

13.2 Any party find or have evidence indicate that the other party has been, is being or is expected to default, can terminate the Agreement, but should notify the other party timely. If the other party not continue to perform the Agreement, fulfill improperly or breach the contract, other party could terminate the Agreement and demand compensation.

13.3 During the execution of the agreement, should inform the other party one month in advance if any party need to terminate it, after the financial settlement completed and their responsibilities fulfilled, may terminate the agreement. For one party breach the contract and causing losses to the other party, shall compensate the losses.

13.4 When the agreement expires, if both parties agree, can renew it.

13.5 In the case of category 3 paragraph 9, the other party should continue to finish the financial settlement of the current month, clear the responsibility.

13.6 By mutual agreement, can change the terms of the Agreement, but should be confirmed in writing form.

13.7 If the laws, administrative regulations, rules of changes, the Agreement should change; If the objective conditions changes, resulting in the failure of the agreement, can change or terminate the agreement after the negotiation by both parties.

13.8 If the party operates difficult, bankruptcy or liquidation, any party may terminate this agreement.

13.9 If have dispute during the period of the agreement, both party should compromise settlement amicably. If the negotiation fails, party A agrees to prosecute to the current Party A's People's Court.

### 14. Force majeure and accidents





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- 14.1 Due to force majeure or other unforeseen event makes the Agreement impossible, unnecessary or meaningless, any party may terminate this agreement.
- 14.2 If one party suffer the force majeure, or incident, is unable to perform all or part of this agreement, release or delay the agreement, should notify the other party in writing form within five days from the date of the accident, and submit the evidence within 20 days.
- 14.3 The party suffered the force majeure should take all necessary measures to reduce losses, or should bear the further responsibility.
- 14.4 The force majeure, accident referred in the Agreement means unforeseeable, unavoidable, causing a significant impact on and one or both parties, including but not limited to natural disasters such as floods, earthquakes, pestilence, storms, social events such as war, riots, government control, telecommunications and other reasons.

## 15. Bylaw

- 15.1 The set, validity, interpretation, execution and settlement of disputes shall apply the laws of People's Republic of China.
- 15.2 The subsequent legislative or laws changed have no effect on this Agreement except the expressly rules in the law itself. Both Parties could consult to change, modify or supplement this Agreement in writing form.
- 15.3 One party change notification, mailing address or other contact information, should notice other within ten days, or else take all responsibility caused by it.
- 15.4 The understanding and interpretation of this Agreement shall be based on the text of the original meaning and purpose of the agreement, the title of this agreement is only for reading convenient, not affecting the interpretation.
- 15.5 Any party have obligation to keep confidential to this Agreement and the other party's trade secrets. The contract is valid for one year from the date of signature (stamped red chapter after) of both parties. If any objection can negotiated to sign a supplementary contract or terms, which have legal effect after stamped red chapter.
- 15.6 The not referred matters of this contract, both parties can sign a written supplementary agreement. The supplemental Agreement and the bylaw to the contract is an integral part of the Agreement, and has the same legal effect.
- This Agreement in duplicate, each party holds one, two agreement have the same legal effect by signature, stamp.
- The agreement signed by the legal representative or authorized representative in Long gang District.



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Party A ( seal ) :

Legal Representative:

Authorized Representative:

Tel :

Address :



Party B ( seal ) :

Legal Representative:

Authorized Representative:

Tel :

Address :

