

Distributorship Agreement

Made.....

Day.....

This Agreement is made between an authorized director, having its principal office at ,Bang Nam Chuet Sub-district, Mueang Samutsakhon District, Samutsakhon Province, Thailand. Hereinafter called the “Company” of the one part

And an authorized director, having its principal office at..... Hereinafter called the “Distributor” of the other part

Whereas

The Company is the owner and acknowledged of the “.....” is use for Trademark and Service mark. Hereinafter called the “Trademark”

The Company is the manufacture and seller a products of auto accessories by the “.....” trademark and desires to appoint the distributor as its sole and exclusive distributor to the marketing, promotion, and sale of Products by RSB Accessories for resell to buyer user and person in the geographical territory.

the Distributor wishes as its sole to distribution and resell the products of The Company in

Products is Products by as follow:

.....
.....
.....

Now, therefore, it is agreed as follow:

1. Appointment of Distributor

In during period and condition of this agreement

The Company hereby appoints the Distributor as the Company’s exclusive distributor to the marketing, promotion, and sale of Products trademark for resell to buyer user and person in the geographical territory.

In the terms and conditions contained herein. The Company and the Distributor is not engaged or intent to joint venture or business partnership for share of benefic or purpose.

Signe.....The Company SigneThe Distributor

The Distributor as its sole as the Company's exclusive distributor in However, the Company has the right to appoint and consider increasing any the Distributor in Thailand and other countries in any way.

2. Appointment of Sub-distributor

If the distributor wishes to appoint the Dealer for sell products' the Company. The distributor must notice with written and provide relate a document to the Company consider and approved with written every time.

The Distributor must be containing strictness the Sub-distributor to follow as conditions terms and policies of the Company. If the Sub-distributor breaches of any obligation imposed on this agreement. the Sub-distributor agreed the Company to terminated and claim damages immediately and not prejudice the company right to claim any compensation.

The Company has the right by the Distributor agrees to examine information and performance of every the Sub-distributor.

3. Order procedures and policies of products

On the date of this agreement the Distributor agrees to purchase products from the Company for resale at least US \$ within 6 months from the date of signing, whereby the Company will issue a Distributor code and Products code to be sold to the Distributor.

In distribution and resell the Distributor will not offer to sell products at a price lower than the stated price, or offer a discount or offer giveaway. Or the promotion of the company's products with the buyer Unless with written approval from the Company. In which the company will determine the price of the product, the amount of the discount, the giveaway or conducting any promotional promotion and inform the Distributor to the price. This is to maintain the company's product standard prices.

The Distributors must be containing strictness the offering of products, discounts, giveaways and the organization of promotional promotions for the Company's products according to the above conditions.

The company has the right to refuse, refrain, change, add or reduce the sale of certain or any one a kind of products to the distributor at any time Without any notify or any reason to the distributor.

4. Distribution location

Signe.....The Company SigneThe Distributor

The Distributor agrees to provide the location for distribution, the company's product display location, including displaying a billboard in a suitable location. for to interest and widespread popularity by the Distributor's expense and the company is provide advice on arranging such locations for the Distributor.

The Distributor must notify the Company in writing of the place to sale the products, in case of adjustment the location of the Company's products or add a place of point to sale products of the Company to different. The Distributor must notify the company in writing before.

5. Abuse of other the Distributors

The Distributor will not compete with other distributors of the Company or infringe on the rights of any other distributor of the Company by distributing the Company's products that any other distributor distributes already.

Before procuring or selling to buyers of operated by other distributors. the distributor will be notifying the company immediately for the company coordinate and mediator for the benefit of all parties.

However, the Company has the right to prescribe measures for use with distributors who abusive as the company deems appropriate as follows:

- (1) Refuse to discounts
- (2) to have another the distributor replace for one or more buyers.
- (3) termination of this agreement and / or
- (4) other measures as the Company appropriate.

All such actions are in the absolute discretion of the Company.

6. The Distributor Obligations

The Distributor agrees as follows:

Shall use its knowledge and ability to promote the products of the company.

- (1) Shall not do any action that will damage or affect the sales of the company's products.
- (2) Shall not do copy, imitate, modify or destroy the product or barcode mark package or code of the company's products.

- (3) Shall not appoint a sub-distributor unless with the written from the Company.

- (4) Shall not be sold the products to wholesalers who selling by their own prices

- (5) Shall inform about positioning and Marketing activities of competitors in the area

7. Payments

Signe.....The Company SigneThe Distributor

The Distributor will pay for the products to the Company according the company's the terms and conditions.

If the Distributor will not pay for the product according the company's the terms and conditions, the company will not deliver the products to the Distributor and the Distributor must to pay interest on the received product price at the rate of per month

8. Policy of return products

The company will accept return the product from the Distributor in cases as follow:

(1) The product is defective due to the manufacturing process.

(2) The product which are damaged on transportation from the company to the place of the Distributor that informed for The product.

The Distributor must return the products in accordance with (1) and (2) to the company within a calendar day from the date of receipt of the product. Otherwise, its deems the Distributor accept that the product. The determination of whether a product is defective is in the Company's sole.

The Company will not accept returns and warrant any products that have been detected, erased, modified, destroyed, or any altered has been done on the barcode or production code of the company has indicated on the product in all cases.

The products that have been detected, erased, modified, destroyed, or any altered has been done on the barcode or production code is not deems the product of the Company

9. Distribution management

The Distributors will responsibility their duties with regard to the sales and distribution of the Company's products in accordance with the systems and processes established by the Company for business purposes. The Company has the right to adjustment that systems and processes and must notify to the Distributor at least 30 (thirty) calendar days in advance.

The Company absolutely not sell the products herein this agreement to Mitsubishi Motors Vietnam and Mitsubishi dealers in Vietnam, but if the products as this agreement are imported or ordered from third parties such as car accessories stores in Thailand or Wholesale in Thailand or in Vietnam Which is beyond the control of that company. The Distributors will not any demand or prosecute to the Company.

10. Distribution via Social Media and Application

Signe.....The Company SigneThe Distributor

The company not allow the Distributor or Sub-distributor during the sale of the Company's products through any application system, even though the current and / or in the future. If the company detects, the company has the right to terminate this agreement immediately and not prejudice the company right to claim any compensation.

The company will not be responsible or warrant any product under any circumstances from distribution violate the conditions the first paragraph.

11. Restriction of the Distributor

The Distributor or Sub-distributor not be an agent or representative of the company for any purpose and The Distributor or Sub-distributor no has authority to act in any way to bind the company or enter into agreement on behalf of the company.

12. Protection of product reputation

The Distributor agrees to follow the instructions and the warnings that the company has in order to protect the reputation of the products and

- (1) In the use of the company's name and trademark for such advertising and publicity. The Distributor must have permission with the written from the company first.
- (2) The Distributor will maintain his reputation. The reputation of the company and its products.

13. Trademarks

The Distributor accept that the Company is owns all rights, title and interests in its sole discretion and to the "....." trademark used on or in connection with products sold or sold by the Company and all registers of trademarks. The Distributor shall not claim ownership of the trademark rights.

The Distributor accepts the accuracy, completeness and ownership of the Company against or in all its trademarks, registrations, and trademark registration requests.

The Distributor will not do any acts that tarnish or adversely affect to the validity of the trademarks or the ownership of the trademarks of the Company.

The Distributor will not use any trademarks or similar trademarks or trademarks packages used with the Company's products in any way once this Agreement is terminated.

14. Confidential

Signe.....The Company SigneThe Distributor

The Distributor accepts that trade secrets and other confidential information that the Company disclose to The Distributors remains the sole proprietorship of the Company at any time and during the agreement period and after the agreement expire.

The Distributor will not disclose or allow their person behalf to disclose any trade secrets and confidential information, either directly or indirectly. Rather, The Distributor will carefully protect and not disclose all such trade secrets and other confidential information the secret at any time.

The Distributor will not allow anyone except the Distributor, the company or a person who is authorized by the company to access or use trade secrets or any other confidential information and such trade secrets and other confidential information will be especially used during this contract for the purposes and intent of this contract.

15. Fines

If the Company detects that the Distributor or Sub-distributor has breached any of the terms as this agreement without the company exercising the right to terminate this agreement. The Distributor agrees to pay the fines to the company in the amount. Within days from the date of receiving notify from the company.

The company has the right to charge default interest rate at per month until full payment is received, provided that such penalty rate includes any breach of the sub-distributor breach of the terms of this contract which constitutes an act of the distributor to be compensated by the distributor. Used for companies instead of sub-distributor.

16. Termination

The company can terminate this agreement immediately as the follow:

- (1) The Distributor not comply with any of the provisions of this agreement.
- (2) The Distributor not follow the policy of the company.
- (3) The Distributor conducting any business that may affect the reputation of the company.
- (4) The Distributor not pays for the products. Not conducting business properly or there is a transfer of ownership
- (5) The Distributor is bankruptcy or the court has receivership order.

The Distributor agrees that the Company claim any damages incurred to the Company due to the Distributor breaches of any obligation imposed on this agreement or for damages that the Distributor or Sub-distributor causes to the Company and not prejudice the company right to claim any compensation.

Signe.....The Company SigneThe Distributor

In the event that the company terminates this agreement for any reason, the company will not be liable for damages or any damages that occur or may occur to buyers of the Company's products from dealers, whether directly or indirectly

17. Consequences of termination

The Distributor has to pay the outstanding products (if any) to the company within the deadline. a calendar day from the date of termination of this agreement, regardless of the time of payment for products specified in Clause 7. of this agreement.

18. Notices

Notices shall be sent to the address of the parties by registered post or electronic mail (E-mail) as follow will be deemed sent complete

The Company:

The Distributor:

19. Agreement

This Agreement contains the entire agreement between the parties and supersedes any pre-existing agreement or altogether, either oral or written with respect to the matters specified in this agreement.

Any amendment to this agreement must be in writing for the parties to sign.

20. Interpretation

In which case there must be an interpretation or translate the agreement or documents that are part of this agreement, The Distributor agrees to deemed follow the opinion of the company.

21. Term of agreement

This agreement is for 6 (six) months from the date of signing this agreement. When this agreement is expired the company will evaluate the Distributor to consider the renewal of the agreement.

This agreement is made in duplicate with each party retaining one copy. Both parties having read and understood the contents of this agreement that it is correct according to the wishes, therefore, signed with the seal (if any) as important to the witnesses.

Signe.....The Company SigneThe Distributor

Signe.....The Company
(.....)

SigneThe Distributor
(.....)

Signe..... Witnesses
(.....)

Signe Witnesses
(.....)

Signe.....The Company

SigneThe Distributor