



# KEY TECHNOLOGY (CHINA) LIMITED

## 深圳市键特电子有限公司



Head Office: B703, Building 1, Tianan Cyber Park, Huang Ge North Road, Longcheng Subdistrict, Long Gang District, Shenzhen, Guang Dong, P.R.China  
 Factory ADD: 4 Floor, No.6, High-Tech Road, Baolong Industrial Zone, Longgang District, Shenzhen, Guang Dong, P.R.China  
 Tel: +86 755 89239859, 89230460, 85232807  
 Fax: +86 755 89312576  
 E-mail: info@key-tek.cn, sales01@key-tek.cn  
 Website: www.key-tek.cn, www.ikb-mkb.com

### DISTRIBUTION AGREEMENT

Made this the 1<sup>th</sup> day of Jan. 2021 (To be changed based on the exact date)

BETWEEN

Key Technology (China) Limited, a company incorporated and organised under the laws of the People's Republic of China with its registered office at B703, Building I, Tianan Cyber Park, Huang Ge North Road, Long Gang District, Shenzhen, Guang Dong Province, China.

ZIP: 518172, a duly represented by Mr. JianLian Chen President & CEO.

Hereinafter called "**SUPPLIER**",

on the one hand

AND

\_\_\_\_\_, a company incorporated and organised under the laws of \_\_\_\_\_ with its registered office at \_\_\_\_\_, a duly represented by \_\_\_\_\_ President & CEO.

Hereinafter called "**DISTRIBUTOR**".

#### WHEREAS

- a) DISTRIBUTOR and SUPPLIER wish to provide for the promotion and sale of the products listed in appendix A (hereinafter called the "PRODUCTS") in the territory specified in appendix B (hereinafter called the "TERRITORY"),
- b) DISTRIBUTOR represents that it is familiar with the market and that it is adequately qualified and equipped to promote and sell the products in the territory for the mutual benefit of the parties,
- c) For the purpose of this Agreement, SUPPLIER and DISTRIBUTOR agree to act as independent contracting parties.





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### **NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:**

#### **ARTICLE 1 - SUBJECT**

- 1.1. SUPPLIER hereby grants to the DISTRIBUTOR and the latter hereby accepts the right to promote, distribute and sell the PRODUCTS, as defined in Appendix A, in the TERRITORY, as defined in Appendix B, under the terms and conditions of this Agreement.
- 1.2. The Agreement hereby SUPPLIER signed with DISTRIBUTOR shall be valid ONLY if SUPPLIER receives **within \_\_\_\_\_ (MM/YY)** the official order from DISTRIBUTOR with 300 (Three hundred-**To be discussed**) units of IP65/IP67/IP68 rated Industrial keyboards/military keyboards/medical keyboards (Trackball and touchpad are optional) for covering the shipment **for the first coming 3 (three) months** from the date of signature of this Agreement.
- 1.3. SUPPLIER reserves the right to withdraw, modify the PRODUCTS or to replace them at any moment with a sixty (60) days prior written notice to DISTRIBUTOR unless its prior approval was granted to accept or execute any tender awarded to the DISTRIBUTOR.

#### **ARTICLE 2 – LEGAL STATUS OF DISTRIBUTOR**

- 2.1 DISTRIBUTOR purchases from SUPPLIER and resells to its customers in its own name and for its own accounting; It is agreed that this Agreement does not constitute DISTRIBUTOR the agent or legal representative of SUPPLIER unless otherwise accepted in this agreement.
- 2.2 DISTRIBUTOR is not granted any authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of SUPPLIER in any manner whatsoever.

#### **ARTICLE 3 – SALES PROMOTION**

- 3.1 SUPPLIER undertakes to assist DISTRIBUTOR in providing any necessary documentation needed by DISTRIBUTOR to prepare bids and offers to Governmental and Private institutions, and participate in eventual meetings whenever DISTRIBUTOR and SUPPLIER mutually agree that this is considered necessary.
- 3.2 DISTRIBUTOR undertakes to use its best efforts to promote and sell the PRODUCTS in the TERRITORY and in general to act in a diligent manner and professional solutions in carrying out its obligations as a DISTRIBUTOR.



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- 3.3 Consequently, DISTRIBUTOR shall among other things and at its own expense:
- visit actual and potential customers regularly,
  - use its best endeavors and apply normal commercial techniques in promoting and selling the PRODUCTS, arrange for adequate and effective publicity for the PRODUCTS (for a given advertising campaign on which SUPPLIER would have agreed upon, the latter may, on conditions to be agreed on a case by case basis, accept to bear part of the advertising costs and to provide free of charge to DISTRIBUTOR the available advertising artwork, photographs and necessary documentation).
  - participate in trade fairs or exhibitions in the TERRITORY.
- 3.4 The promotion, the publicity and the sale of the PRODUCTS will be made exclusively under the "IKB-MKB" trademark, logo or trade name chosen or used by SUPPLIER and specified by SUPPLIER. In that respect, DISTRIBUTOR has the right to mention its function as DISTRIBUTOR on company letter head or advertising documents.
- 3.5 Supplier promise to supply the product to distributor directly and if other distributor of other product in the territory need the products, supplier promise not supply them directly and transfer the information to distributor, help distributor get the order.

### **ARTICLE 4- MINIMUM SALES QUOTA**

- 4.1 In consideration of the rights of several countries distribution granted (see Appendix B), DISTRIBUTOR undertakes to purchase from SUPPLIER a minimum quantity of **400 (Four Hundred-To be discussed)** units of PRODUCTS after the date of signing this Agreement.
- 4.2 For the first nine (9) months of the first contractual period \_\_\_\_\_(MM/DD/YY)- \_\_\_\_\_(MM/DD/YY), the minimum purchase value is defined in Appendix C. Purchase orders will be placed within reasonable time for SUPPLIER to be able to manufacture and deliver within the 9 (nine) month period. For each subsequent three (3) contractual years, this minimum purchasing value of PRODUCTS shall be that defined in Appendix C.
- 4.3 The minimum purchasing value for any give quarter shall be that defined in Appendix C,. Should DISTRIBUTOR fail to meet the agreed purchasing values SUPPLIER will have the right to cancel this agreement with 30 (thirty) days notice.
- 4.4 If both parties did not agree during any contractual term about the lower level of quantities or if the DISRIBUTOR did not order from SUPPLIER products equal to the lower level agreed upon, SUPPLIER shall have the right to terminate this agreement by sending a registered letter with 30 (thirsty) days notice.







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### **ARTICLE 5 - REPORTING REQUIREMENT**

- 5.1 DISTRIBUTOR shall keep SUPPLIER regularly informed of its activity through a written report sent at least once every six (6) months including in particular:
- the various actions undertaken in compliance with the obligations set forth in article 3 herein,
  - the results obtained,
  - the sales forecasts for the next twelve (12) months,
  - all claims from customers concerning the PRODUCTS,
  - competitors' activities,
- 5.2 During the term of this Agreement DISTRIBUTOR shall immediately advise SUPPLIER of:
- any change in the status, the organization of the personnel of DISTRIBUTOR,
  - events in the TERRITORY of a political, financial, legislative, industrial nature, obtained through the media, likely to affect in any way the performance of this Agreement.

### **ARTICLE 6 – NON COMPETITION**

- 6.1 During the term of this Agreement, and unless it obtains the written consent of SUPPLIER, DISTRIBUTOR shall not directly or indirectly, through any of its subsidiaries or associated companies, manufacture, promote or distribute any products in the TERRITORY which shall in any way compete with any of the PRODUCTS.
- 6.2 SUPPLIER will forward any PRODUCT inquires in the TERRITORY to DISTRIBUTOR for directly following up after the date of signing this Agreement.

### **ARTICLE 7 – DOCUMENTATION**

- 7.1 SUPPLIER undertakes to supply DISTRIBUTOR free of charge with a reasonable number of copies of available technical and commercial documentation in English language for the promotion and sale of the products.
- 7.2 If DISTRIBUTOR wishes to undertake any modification or translation of such documentation supplied by SUPPLIER, DISTRIBUTOR shall submit the prepared documents to SUPPLIER for its prior written approval and shall not print or use such documentation before having obtained written approval from SUPPLIER.
- 7.3 It is agreed by DISTRIBUTOR that all documentation shall remain the property of SUPPLIER, subject to the right of DISTRIBUTOR to make full commercial use of such documentation for the purpose of this Agreement.





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### **ARTICLE 8 – TRAINING**

- 8.1 It is agreed between the parties that DISTRIBUTOR shall be entitled to request SUPPLIER to provide training sessions in the latter's factories for one or several engineers or technicians of DISTRIBUTOR, SUPPLIER shall set the period and details of such training sessions (frequency, duration of course, dates, number of participants, etc.) as well as the content of such courses.
- 8.2 All expenses in connection with the training sessions (travel, accommodation, insurance, salaries, etc.) will be the responsibility of DISTRIBUTOR, with the exception of the training costs which shall be borne by SUPPLIER (cost of organizing the courses, the courses, remuneration of SUPPLIER's instructing engineers or technicians, etc.).
- 8.3 DISTRIBUTORS'S personnel must have an adequate knowledge of English language as well as sufficient technical qualifications to enable them to follow the training program.
- 8.4 It is agreed that DISTRIBUTOR accepts sole responsibility for members of its staff travelling to or from, or participating in such training sessions. SUPPLIER shall not in any circumstances be held liable for any injury or damages suffered by DISTRIBUTORS'S personnel in the course of such training program.

### **ARTICLE 9 – SALES CONDITIONS**

Except as may be otherwise agreed upon for a specific order, all PRODUCTS or spare parts sales shall be governed by the General Terms and Conditions of Sale as attached in Appendix D.

SUPPLIER reserves the right to modify at any moment said Prices, Terms and Conditions of Sale with 60 (sixty) days prior written notice.

### **ARTICLE 10 – DISTRIBUTOR PRICES**

DISTRIBUTOR is entitled to establish freely the resale prices of the PRODUCTS. However, it undertakes to keep the resale prices competitive.

### **ARTICLE 11 – DELIVERY**

- 11.1 SUPPLIER undertakes to deliver all PRODUCTS, or spare regularly ordered by DISTRIBUTOR within the delivery periods shown in SUPPLIER's order acceptances.
- 11.2 However, SUPPLIER has the right to refuse orders in case of infringement by DISTRIBUTOR of any of the provisions of this Agreement.





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### **ARTICLE 12 – PRODUCT WARRANTY – IMPLEMENTATION**

- 12.1 The PRODUCTS sold to DISTRIBUTOR by SUPPLIER are warranted for a period of 1 (one) year, "ex-works".
- 12.2 DISTRIBUTOR undertakes to take over all repairs under SUPPLIER`'s warranty terms for PRODUCTS towards its final clients.
- 12.3 For the purpose of implementation of the warranty, DISTRIBUTOR will immediately inform SUPPLIER of any claim which may fall within SUPPLIER`'s guarantee and will forward, at DISTRIBUTOR`'S cost, the defective part or PRODUCT to SUPPLIER.

When, upon examination of the defective part or PRODUCT, SUPPLIER recognizes that it falls within the warranty terms, SUPPLIER shall, at its absolute discretion and to the exclusion of all other rights or demands of DISTRIBUTOR or of its customers, send to DISTRIBUTOR, at SUPPLIER`'S cost, the repaired part or PRODUCT or a replacement part or PRODUCT.

- 12.4 If exceptionally, transport cost is prohibitive or if DISTRIBUTOR determines that repairs should be undertaken locally, then in all such cases, DISTRIBUTOR shall send SUPPLIER a report indicating the nature of the fault, the cause thereof and the costs in connection with the repair, and retain the defective item in its premises at the discretion of SUPPLIER for six months.

When upon examination of the said report, SUPPLIER recognizes that the defect falls within the warranty terms of SUPPLIER, then SUPPLIER shall, at its absolute discretion and to the exclusion of all other rights or demands of DISTRIBUTOR or of customers, give its written agreement to DISTRIBUTOR so that it undertakes the repairs locally, and shall forward to DISTRIBUTOR a credit note corresponding either to the price of the replacement PRODUCT or part or to the labor costs connected with the repair of said product or part in DISTRIBUTOR`'s premises.

Furthermore, during the term of this Agreement, DISTRIBUTOR agrees to purchase during each contractual term the necessary Spare Parts to properly maintain and service the PRODUCTS in the TERRITORY.

### **ARTICLE 13 – AFTER SALES SERVICE**

DISTRIBUTOR undertakes, at its own expense and responsibility, to provide adequate after-sales service for all PRODUCTS sold, such service being at least equal to that provided by SUPPLIER to its own customers.



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### **ARTICLE 14 – TECHNICAL INSTALLATION – PERSONNEL – STOCK**

In order to undertake the guarantee and after-sales service, DISTRIBUTOR undertakes to:

- maintain adequate technical installation as well as qualified personnel
- maintain a reasonable stock of spare parts and replacement PRODUCTS.

Upon termination or expiration of this Agreement, SUPPLIER will not be obliged to repurchase such stock and DISTRIBUTOR will be entitled to continue selling in the TERRITORY as long as stock lasts.

### **ARTICLE 15 – DURATION**

This Agreement shall come into force on \_\_\_\_\_ (MM/DD/YY) and shall be valid until \_\_\_\_\_ (MM/DD/YY). It will then be automatically renewed for additional periods of one year each, unless otherwise communicated in writing by either Party at least 90 (ninety) days before the expiration date.

### **ARTICLE 16 – TERMINATION**

- 16.1 SUPPLIER shall have the right to terminate this Agreement immediately without giving notice by registered mail of such termination if:
- a. DISTRIBUTOR becomes insolvent or if proceedings in bankruptcy are filed by or against DISTRIBUTOR.
  - b. Any assignment or attempted assignment of this Agreement or any right or obligation thereunder is made without the prior written approval of SUPPLIER.
  - c. DISTRIBUTOR for any reason suspends or ceases to conduct business.
- 16.2 SUPPLIER shall have the right to terminate this Agreement immediately after the first (and any subsequent) 12 (twelve) month contractual period, without any advance notice, by registered mail if DISTRIBUTOR fails to meet the agreed sales Minimum Sales Quota as defined in Article 4.
- 16.3 Either Party shall have the right to terminate this contract, with or without cause, giving the other Party at least 180 (one hundred and eighty) days written notice.
- 16.4 SUPPLIER will provide spare parts to DISTRIBUTOR for minimum one (1) year after expiration of the contract.





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- 16.5 Notwithstanding any other provision of this Agreement, either party may terminate this Agreement immediately, without obligation to the other, by giving written notice of termination to the other party if the other party is subject to a change in the controlling ownership (control of the company) of either party hereto effected without the prior written approval of the other which will not be unreasonably withheld; provided that transfers of ownership within the family of the present shareholders of either party shall not constitute a change of control.
- 16.6 Notwithstanding any other provision of this Agreement, either party may terminate this Agreement immediately, without obligation to the other, by giving written notice of termination to the other party if the other party is subject to a significant change in the composition of the members of its management.

### **ARTICLE 17 – UNFILLED ORDERS**

- 17.1 DISTRIBUTOR agrees that termination of this Agreement, for whatever cause, shall operate as a cancellation of all of DISTRIBUTOR's unfilled orders for SUPPLIER's Products, as of the effective date of such termination, and that SUPPLIER shall be released from any and all liability to DISTRIBUTOR under said order or orders.

### **ARTICLE 18 – SALES AFTER TERMINATION**

The acceptance of any order or the sale of any PRODUCT to DISTRIBUTOR after the termination or expiration of this Agreement shall not be construed as a renewal or extension hereof.

### **ARTICLE 19 – INDUSTRIAL PROPERTY**

- 19.1 DISTRIBUTOR expressly acknowledges that the trademarks "IKB-MKB" together with other trademarks, trade names, logos, symbols, patents, inventions (whether patented or not) and copyrights owned controlled or adopted by SUPPLIER or any of its affiliates in respect of the business of SUPPLIER (SUPPLIER's industrial property) are the exclusive property of SUPPLIER, and all right, title and interest in 'Key Technology China Limited' industrial property" remain in the name of SUPPLIER.

DISTRIBUTOR shall not directly or through a third party claim, obtain or attempt to obtain, in any country during the term of this Agreement or any time thereafter, any right, title or interest by registration, use, or otherwise in or to any of (Key Technology China Limited's industrial property) or confusingly similar or claim, obtain or attempt to obtain by patent, utility model or any other manner any right, title or interest in any invention or copyright matter supplied under this Agreement.







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DISTRIBUTOR further agrees that upon expiration or earlier termination of this Agreement it will immediately cease use of any and all of (Key Technology China Limited's industrial property) supplied thereunder.

- 19.2 DISTRIBUTOR agrees that any increase in the good-will associated with (Key Technology China Limited's industrial property) and resulting from DISTRIBUTOR's efforts in promoting the PRODUCTS shall ensure to the sole benefit of SUPPLIER and shall not give rise to any compensation to DISTRIBUTOR unless SUPPLIER breaches its obligations under this agreement.
- 19.3 DISTRIBUTOR will promptly notify SUPPLIER of any trademark, patent or copyright infringement or acts of unfair competition in the TERRITORY which become known to it during the term of this Agreement.

### **ARTICLE 20 – DUTIES – TAXES**

DISTRIBUTOR agrees to the payment of all taxes, duties, and other exceptional taxes which may be applied to DISTRIBUTOR in respect to its income and payments pertaining to the sales PRODUCTS within the TERRITORY.

### **ARTICLE 21 – CONFIDENTIALITY**

- 21.1 DISTRIBUTOR undertakes for itself, its personnel and agents not to disclose, even after the termination or expiration of this Agreement, technical, commercial and/or financial information concerning SUPPLIER and SUPPLIER'S activities of which it may have had knowledge during the term of this Agreement.
- 21.2 SUPPLIER undertakes for itself, its personnel and agents not to disclose, even after the termination or expiration of this Agreement, technical, commercial and/or financial information concerning DISTRIBUTOR and DISTRIBUTOR'S activities of which it may have had knowledge during the term of this Agreement.

### **ARTICLE 22 – GOVERNING LAW – COURT**

- 22.1 This Agreement is made in two original copies in English language, one copy to be kept by each Party.
- 22.2 Any disputes arising out of the interpretation or application of this Agreement shall be referred to the international arbitration committee in Zurich, Switzerland.





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### **ARTICLE 23 – NOTICES**

For all information or notification concerning this Agreement, the following addresses are relevant:

For SUPPLIER:

**Key Technology (China) Limited**

B B703, Building I,  
 Tianan Cyber Park,  
 Huang Ge North Road ,  
 Long Gang District,  
 Guang Dong Province,  
 The People’s Republic of China.

Attn.: Mr. JianLian Chen, President

For DISTRIBUTOR:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Attn.: \_\_\_\_\_, President

### **ARTICLE 24 – NON ASSIGNMENT**

Neither this Agreement in its whole nor the rights or obligations thereunder shall be assigned by DISTRIBUTOR without the prior written consent of SUPPLIER.

### **ARTICLE 25 – FINAL DISPOSITIONS**

- 25.1 DISTRIBUTOR and SUPPLIER shall, if necessary, take the appropriate steps to make this Agreement to be duly enforceable under the laws of their respective countries. In particular, they will, if requested, undertake to register at its own expense this Agreement duly translated and legalized.
- 25.2 Appendixes A,B,C, and D duly signed by both parties form an integral part of this Agreement.
- 25.3 Any amendment or modification of the agreement becomes definitive only after agreement signed by the duly qualified representatives of each of the two parties.





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25.4 This agreement represents the entire agreement of the contracting parties; it supersedes and nullifies any former contract or arrangement between the parties related to the distribution of the PRODUCTS in the TERRITORY and any subsequent agreement between the parties may agree .

**If any dispute arises between the Parties, SUPPLIER shall not appoint another distributor or representative in the TERRITORY unless the dispute is finally settled, and DISTRIBUTOR agrees not to manufacture, promote or sell any competitive products in the TERRITORY unless the dispute is finally settled.**

### **APPENDIX (A) PRODUCTS for EXCLUSIVE DISTRIBUTION**

- a) Vandal proof IP65/IP67/IP68 Stainless Steel Keyboards/Ruggedized Pointing Devices/Anti-vandalism numeric keypads
- b) IP65/IP67/IP68 advanced medical keyboards/mice
- c) IP65/IP67/IP68 industrial backlight keyboard/keypads
- d) IP65/IP66 vehicle keyboards
- e) IP67/IP68 military/marine/navy keyboards/mice

Other new versions of advanced industrial/medical/commercial input devices will introduce to the territory.

### **APPENDIX (B) TERRITORY**

To Be Discussed

### **APPENDIX (C) Minimum Purchasing Volume**

During the first contractual period of \_\_\_\_\_(MM/DD/YY)-\_\_\_\_\_ (MM/DD/YY), a purchasing value quota of;

**1000 (One Thousand) Units (To be Discussed)**

is agreed upon by the parties.

The Minimum units for the first year, 800 units

For the 3 (three) subsequent years, the minimum purchasing volume quotas have been agreed :

Jan. 1, 2018 – Dec. 31, 2018: 0 Units- **To Be Discussed**

Jan. 1, 2019– Dec. 31, 2019: 0 Units- **To Be Discussed**

Jan. 1, 2020– Dec. 31, 2020: 0 Units- **To Be Discussed**





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### APPENDIX (D) SALES PRICES AND CONDITIONS OF PAYMENT

TO BE PROVIDED SEPARATELY.

**NOTE: Just in case of significant chagement in the actual exchange rate between RMB and USD, the above price list shall be renewed with mutually agreement between SUPPLIER AND DISTRIBUTOR.**

#### **Payment conditions will be:**

- Telegraph Transfer in Advance or PAYPAL

#### **Bank Details:**

**BENEFICIARY NAME:** KEY TECHNOLOGY CHINA LIMITED

**ACCOUNT NUMBER:** 50100001070007107

**BANK NAME:** DAH SING BANK CHINA LIMITED

**BANK ADD:** ROOM, 16/F, SHENZHEN DEVELOPMENT BANK BLDG, 5047 SHENNANDONG ROAD,  
SHENZHEN, CHINA.

**SWIFT CODE:** DSBACNBXXXX

**PAYPAL ID:** key-tek@key-tek.cn



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