

International Representative Agreement

By and Between U-Tron (Beijing) Electronics Co, Ltd
10 Langjiayuan, Beijing, China
Tel: +8610-6568-2990;
Fax: +8610-5658-2995
Website: www.u-tron.com
(Hereinafter referred to as “**U-Tron** ”)

And Your Name
Your National Identity Card Number
1234 Your street, #54
Your City, Your Province, County and ZIP
Your Land Line Phone: 1234-5678
Your Cell Phone: 123-4567-1234
Your email address: soandso@website.com
(Hereinafter referred to as "**Agent**")

Article 1

Subject-matter of the contract

The Agent covenants and agrees to represent with respect to the “Products and Services” as specified in Annex 1 hereto in the “Territory of Representation” stipulated in Annex 2 of this agreement for U-Tron's business as an exclusive regional agent.

Article 2

Duties, obligations and scope of authority of the Agent

1. It shall be the duty of the Agent to comply with the instructions given by U-Tron, irrespective of whether these are given to apply generally or in a particular case. Upon request by U-Tron, the Agent shall keep a customer's card-index or keep up-to-date the customer's index handed to him at the commencement of the contractual relationship.
2. The agent shall be given access to U-Tron website and restricted employee containers for download and upload information. The password and other login information shall be kept safely from any misuse.

3. The Agent shall not disclose to any third party any business or production secrets of U-Tron nor confidential information relating to U-Tron which have been communicated to him or which he has otherwise come to know during his activity. He shall not exploit these or divulge these to any third party during this contract are in force or until 2 years after its termination. The Agent shall not use the papers and documents placed at his disposal except in the interest of U-Tron.
4. It shall be the Agent's duty in his territory of representation to promote and negotiate contracts of sale. He shall use his best endeavor and exploit all appropriate means to promote the sale of U-Tron's products.
5. As and Agent for U-Tron, beside finding end-users, he shall also to appoint local dealers and distributors for selling U-Tron's LED products. He shall manage the local Dealers and control the end user prices to suite the local markets. And encourage the dealers to keep ample stock for faster local deliveries.
6. The Agent shall not be authorized to enter into a contract for and on behalf of U-Tron. He shall not be authorized to accept payments on behalf of U-Tron, except when acting under U-Tron's order.
7. In negotiating orders, the Agent shall respect the guide-lines, the prices and price policy as well as the terms and conditions of sale and payment as fixed by U-Tron. The Agent shall not be authorized to make any special arrangements with customers, unless he has received the previous explicit authority to that effect from U-Tron.
8. In order to visit customers, dealers and distributors, the Agent shall, at regular intervals, travel within his territory of representation. In particular, it shall be his duty, within the scope of the possibilities at his disposal, to check the financial standing of the existing or of prospective customers.
9. The Agent shall always keep U-Tron informed about the business activities he is carrying on and provide U-Tron with information about the progress in the Territory of Representation market. The Agent shall inform U-Tron immediately if a possibility for doing business arises or anything of importance occurs in his market.
10. The Agent shall assist U-Tron in safeguarding patent or other industrial property rights as well as in the defense against unfair competition by third parties, and shall inform U-Tron immediately if a case of unfair competition comes to his knowledge.
11. The Agent shall be authorized to incorporate sub-agencies for carrying out the activities specified in Article 1 with written consent of U-Tron. Such consent shall not be unreasonably withheld.
12. The Agent shall not be authorized to issue offers for the products of U-Tron to any persons/companies outside his territory of representation or for products of U-Tron destined for delivery to persons/companies outside his territory of representation. However, he shall inform U-Tron immediately of any potential customer requiring products outside his territory of representation as soon as he learns of such potential business.
13. Market Forecast: The Agent shall provide each month a 6 months forecast and 1 year estimates for each country covered in this agreement to the U-Tron for better prepared with production and delivery schedules.

Article 3

Competition

The Agent shall abstain from any competition against U-Tron in the field of the products listed in **Annex 1** hereto and shall not promote any such competition against U-Tron by third parties. In particular, he shall not act as a commercial agent, commission merchant or appointed dealer, nor shall he associate directly or indirectly with competing companies. This shall apply also to competitors having their registered office outside the territory of representation.

Article 4

Scope of authority and duties of U-Tron

1. U-Tron shall not have the right to act in the territory of representation through its employees, or to establish direct contacts with customers in the territory of representation in some other way, including direct sales promotion.
2. For the products listed in **Annex 1** hereto, U-Tron shall not have the right to appoint any other agent in the territory of representation listed in **Annex 2**.
3. U-Tron shall assist the Agent in the performance of his duties. In particular, it shall provide the Agent with the necessary information and news and place at his disposal the technical and sales documents and literature that may be required or notify him of any modifications or additions to these documents. These documents and objects shall remain the property of U-Tron. U-Tron shall keep the Agent informed by sending him copies of all correspondence with customers, which it is important for the Agent to know for his activities in the market.

Article 5

Agent's commission

1. For all the products specified in **Annex 1** hereto, delivered by U-Tron directly under this contract to customers residing in the territory of representation in execution of orders negotiated by the Agent, and or U-TRON COMPANY the Agent shall be paid - unless otherwise specified hereinafter
12% (Twelve percent) commission.
2. Basis of the Agents commission is the invoice amount of the sales contract.
3. The Agent shall have no right to claim commission:
 - a. For replacements delivered in response to justified customer complaints.
 - b. If U-Tron declines the order, or if, through no fault of U-Tron's execution of the order is impossible or U-Tron cannot reasonably be expected to execute the order for cause.
 - c. In the event of a purchaser canceling his order because of a legal claim, the Agent is entitled to commission only if U-Tron can liquidate that transaction without sustaining a loss, and only on the amount of money left to U-Tron from the payments received from the purchaser.

- d. When it is beyond doubt that the purchaser will not pay the sales price and no indemnification payment will be made by a credit insurer. The commission will be reduced if the purchaser pays only part of his debt.
4. The Agent will be entitled to commission only after payment from the purchaser has been received by U-Tron, and only to the extent of the amount actually received. A payment is deemed to have been received as soon as U-Tron can dispose freely of the money paid.
5. U-Tron will pay the Agent's commission on a monthly basis. The Agent will receive from U-Tron a written statement of commission for each month. This statement will be sent to the Agent not later than the end of the following months concerned. At that time, the commission according to the commission statement will be due for payment, i.e. at the Agent's disposal.
6. Unless otherwise required by law, the Agent's commission shall be paid in the same currency in which payment has been received from the purchaser. In case of conversion of foreign currency, the rate of exchange prevailing at the date when payment has been received from the buyer shall be applicable. For forward exchange transactions, however, the forward exchange rate shall apply.
7. The Agent shall cover all his expenses and outlays from his Agent's commission. All and any claims of the Agent shall be considered discharged with the payment of the commission; any further claims shall be excluded. In particular, the Agent shall not be entitled to claim reimbursement of business expenses of whatever kind by U-Tron.

Article 6

Duration and Termination of Contract

1. This contract takes effect from the date signing and shall be valid for an initial period of two years.
2. If it is not terminated by either party by three (3) months' notice for the end of the initial period, it shall automatically renew for a period of two (2) year, and so on.
3. No reasons need to be given in the case of an ordinary termination. Notice of termination will have to be given by registered letter. It is deemed to have been given in time if the registered letter has been handed to the post office prior to the date of notice stipulated in the contract.
4. This agreement can be terminated for cause immediately without notice. For cause means any circumstance due to which a continuation of the contract until the date provided for ordinary termination cannot reasonably be expected. Termination for cause by U-Tron is admissible, in particular, if:
 - a) The Agent acts in gross contravention of the provisions of this contract;
 - b) The Agent acts in violation of the terms of Article 3 or Article 6 Para 6 of this contract;
5. If this contract is terminated for cause without notice, due to the other party's fault. That other party shall indemnify or hold harmless the first party for any damage sustained as a result of the premature termination of the contractual relationship.

6. All business documents and records in the possession of the Agent or which he has received from U-Tron, including advertising material, samples, drawings, catalogues, price lists, instruction manuals, customer lists, copies of correspondence and offers etc. shall remain the property of U-Tron and shall be returned to it unasked immediately and without exception on termination of the contract. There will be no right of retention, whatever the reason may be.
7. The parties to this contract are agreed that the relation established under this contract is based in a very special way on personal mutual trust. In this spirit, the Agent undertakes to inform U-Tron immediately there is a change in the person of the owner or, where the appointed Agent is a company, in the person of the managing director of the shareholders/partners, or in the legal status of these persons, or if there is a material change in the articles and memorandum of association.
8. The Agent shall disclose to U-Tron all necessary information relating to the ownership status in his firm or company and/or any direct and indirect participation therein, upon signing of this contract, and he shall notify U-Tron of any changes occurring during the term of this contract in writing immediately. Direct or indirect participations of employees of U-Tron and of companies associated with U-Tron shall not be permissible, unless U-Tron has given its express approval.
9. U-Tron shall be entitled, within reasonable time after receiving from the Agent the information about changes occurred, to terminate the contract for cause, as specified in Article 6 para 3 hereof, if in its sole judgment a continuation of the contractual relationship under the changed conditions would no longer serve its interests.
10. If this contract is terminated for whatever legal reason, the Agent shall have no other claims than those which are explicit stated and allowed in this contract, or which are provided for by Chinese Law.

Article 7

General Provisions

1. This contract shall also apply to sales contracts concluded before its effective date.
2. This contract shall be governed by the Chinese Law. Forum and Place of Jurisdiction for the settlement of any litigation shall be the court of competent jurisdiction for the place of business of the Agent.
3. **Annexes 1 and 2** hereto form an integral part of this agreement. Oral side agreements to this contract do not exist. Modifications and amendments to this contract shall not be valid unless made in writing and signed by the parties hereto. The same shall apply to any agreement according to which the obligatory written form is dispensed with.
4. The parties are not being entitled to assign the rights derived from this contract, or individual claims from it, to any third party or to his successors in title.
5. This contract is written in English.
6. Should any of the provisions and/or agreements of the contract be ineffective or become ineffective at a later date, all the other provisions and agreements shall remain in force and the validity of the contract shall not be affected thereby. The contracting parties shall in such case replace the ineffective

clause by a legally binding arrangement which will come as close as possible to the economic intentions and objectives of the contract. The same shall apply in the event of the contract being found incomplete.

7. In the event local market mature and becomes big enough and eventually the Agent decides to open his own local dealer shop he can apply to become a U-Tron dealer. Once he becomes a dealer then this agent agreement will be replaced with a dealer/distributor agreement.

Article 8

Other provisions:

This section is left blank -

Article 9

Concluding statements and signing page:

The above contract and the **Annex 1 and 2** mentioned therein are signed, in two copies, by the two contracting parties to signify their agreement.

Your Name

Raja Magasweran

President

U-Tron (Beijing) Electronics Co, Ltd

Date:

Annex 1

Products and services covered in this agreement

All indoor LED Products

Annex 2

Territory of Representation