

經銷協議書【台灣地區總代理】

立契約書人 Zero Sports Co., Ltd. (以下簡稱賣方)、
JATMAX ENTERPRISE CO., LTD. (以下簡稱買方),

茲就經銷產品事宜, 訂立本件協議, 條款如後:

一、經銷權利及義務:

- 1 賣方同意將其產品在經銷區域內, 委由買方為其唯一經銷商, 買方可在該地區範圍內, 直接自行定價販售, 或另行招募次經銷商, 協助販售。
- 2 經銷期限內, 賣方不得故意將相同或類似之產品直接或間接銷售給買方經銷區域內之第三方。
- 3 買方不得將其經銷之產品, 以直接或間接方式, 販售至經銷區域外之地區。

二、經銷產品: 賣方所有的製品(製品, 軟體, 型錄以及販賣推廣材料…等等)。

三、經銷區域: 台灣(台澎金馬)地區。

四、契約有效期間:

1. 自○年○月○日起至○年○月○日止, 為期五年。
2. 本契約任一方未於到期前 90 天以書面通知他方期滿終止合約者, 本合約自動展延一年, 展延期滿亦同。

五、訂購程序:

1. 賣方應向買方提供產品的訂購價格, 賣方在未向買方發出通知變更前, 原報價持續有效。
2. 賣方調整價格需於 30 天前向買方進行通知調整後的價格和價格修改後的生效日期。
3. 調整後的價格不適用於生效日之前所發出的個別訂單。
4. 買方下單時需對賣方提供記載商品名, 數量, 日幣單價, 合計金額, 交期的訂單。
5. 賣方對於買方的訂單確認後, 必須回送有責任者簽名的 INVOICE 供買家確認。
6. 當買方收到賣方的 INVOICE 時, 買賣雙方對於訂單的內容部分表示同意後此訂單即為有效契約。
7. 賣方須於接受買方正式採購訂單後, 在約定日期準時供貨給買方。

8. 買方可以針對訂單進行變更或取消，但是買方必須賠償這部分對賣方所產生的損失進行。

六、付款方法：

1. 買方需於賣方確認訂單後支付總金額 50%的金額予賣方，出貨通知告知買方時再支付剩下的 50%金額予賣方。
2. 貨款的支付幣別以日本円支付。
3. 買方付款需以賣方指定的銀行戶頭進行電匯。
4. 如遇到開發時間較長的新產品訂單的情形下，支付方式另外買賣雙方再進行其他的協議。

七、驗收及退貨：

1. 買方需於產品運送至買方指定地點時迅速確認訂單與實品的差異，在產品到達日起算 14 天內告知賣方產品的瑕疵或數量不符的部分進行通知。賣方產品瑕疵或數量不符的部分，所有費用由賣方負擔
2. 買方於產品到貨後起算 15 天後，以前項規定為主若買方進行通知即可視為驗收完成。
3. 原則上買方不能將從賣方購入的產品退貨，但是產品在到達日起算 14 天內，買方提出相關的退貨部分需經雙方共同協議，退貨的費用由買方支付

退貨所衍生的運送費以及其他所有費用皆由買主負擔

八、風險負擔：

1. 賣方對於買方所訂購的產品交貨方式為 C. I. F. 。
2. 產品的損失, 毀損的部分及所有的風險，在產品到港後責任立即從賣方歸屬於買方承擔。

九、所有權：買方在對賣方付款完畢前，該產品的所有權屬於賣方。

十、保密條款：雙方不得讓第三者得知或公開本契約，如有違反時，所損失的部分需由洩密方賠償。但是若此秘密情報是可以從其他已知或公開可得的場合下得到則不在此限。保密規定於契約到期三年內有效。

十一、買方均依本協議忠實完成履約時，享有優先續約權。即賣方與第三方協議本地區經銷協議簽約前應通知買方，買方有權以相同條件優先與賣方簽約，賣方不得拒絕。

十二、罰則：

1. 買方若對賣方的付款有延遲的時候，未付款金額的部分必須以年利率 10%計算至支付日時一併付款。

2. 賣方因延遲交貨造成買方的損失及違約金，違約金按延遲交貨的金額以年利率 10%計算。
 3. 如因火災、地震、水災、罷工、暴亂、戰爭、政府命令等不可抗力事件延誤或未能履行其義務，任何一方都不應承擔責任。
- 十三、未經同意，本契約之權利義務不得讓渡、繼承、或擔保。
- 十四、契約終止或解除：一方違反違反本協議約定經催告仍不改善時，另一方可據以行使終止或解約權。
- 十五、管轄法院：因本協議涉訟，雙方同意以台灣桃園地方法院為第一審管轄法院。
- 十六、本契約書一式兩份，賣買雙方各執一份為憑。

立協議書人

Seller: Zero Sports Co., Ltd.

Representative: Fumitaka Matsubara

GUI:

Address: 6-101-2 Ono-cho, Kakamigahara-City,

Gifu Prefecture, Japan, Zip 504-0934

Buyer: JATMAX ENTERPRISE CO., LTD.

Representative: CHEN HSIAO MING

GUI: 53077219

Address: 4F.-1, No.25, Ln. 169, Zhongxiao W. Rd.,

Luzhu Township, Taoyuan County 338, Taiwan

(R. O. C.)

PDODUCT DISTRIBUTION AGREEMENT 【Exclusive Distributor in Taiwan】

The Agreement is made by and between Zero Sports Co., Ltd (hereinafter referred to as “SELLER”) and JATMAX ENTERPRISE CO., LTD. (hereinafter referred to as “BUYER”) to stipulate the following clauses pertaining to the distribution of products:

I) Rights and Obligations of Distribution:

1. SELLER is willing to grant BUYER the exclusive right to name its own sale price to sell SELLER’s products or freely recruit sub-distributors to assist with sales within the area of distribution.
2. During the term of this Agreement, SELLER is not permitted to deliberately sell the same or similar products, whether directly or indirectly, to third parties within the distribution area of BUYER.
3. BUYER is not permitted to sell the products, whether directly or indirectly, to an area outside the distribution area.

II) Distributed Products: all manufactured goods of SELLER (manufactured goods, software, catalogues, and sale or promotional materials...etc.).

III) Distribution Area: the entire area administered by the Republic of China (Taiwan), which includes the main land of Taiwan, the Penghu Islands, Kinmen, and the Matsu Islands.

IV) Terms of Agreement:

1. The term of this Agreement shall be for a period of five years commencing on _DD_ MM_YYYY_ and terminating on _DD_ MM_YYYY_.
2. This Agreement shall continue in effect for another year unless either party shall notify the other of its intention to terminate this Agreement by giving at least three months written notice prior to the expiry of the Agreement. The same rule applies to the expiry of the extended period of this Agreement.

V) Procedures of Placing Orders

1. SELLER should provide BUYER prices of products, and the original prices remain in effect before a further notice of change in prices is given to BUYER by SELLER.
2. In 30 days prior to price adjustment, SELLER should notify BUYER the prices of products after adjustment and the date when the adjusted prices come into effect.
3. The adjusted prices do not apply to individual orders which are made prior to the effective date of the new prices.
4. BUYER should provide SELLER the names, quantity, unit price in Japanese Yen,

and total price of the ordered products, as well as the scheduled delivery date of the orders, at the time of placing the orders.

5. After the order from BUYER is confirmed, SELLER should send an invoice signed by the responsible person to BUYER for confirmation.
6. After BUYER receives the invoice from SELLER, the order is deemed to become a valid agreement on the premise that both parties agree on the content of the order.
7. SELLER should supply the ordered products to BUYER on the agreed date upon accepting BUYER's official purchase order.
8. BUYER has the right to modify or cancel the purchase order yet in doing so BUYER is obligated to compensate for the loss of SELLER resulting from the modification or cancellation.

VI) Methods of Payments:

1. BUYER should make a 50% payment of the total price to SELER upon confirmation of the orders, and make a payment for the remaining 50% upon receiving a notice from SELLER to confirm the delivery of products.
2. Payments for orders must be made in Japanese Yen.
3. BUYER should make payments via way of telegraphic transfer to the nominated bank account of SELLER.
4. In the event that the ordered new products require a longer development time, SELLER and BUYER can make other payment arrangements.

VII) Check to Receive or Return Orders

1. BUYER should promptly confirm whether there is discrepancy between orders and received products once the products are delivered to BUYER's nominated location by notifying SELLER of product defects or discrepancy in the quantity of orders within 14 days of arrival of products. SELLER is obligated to bear all costs resulting from product defects or discrepancy in product quantity.
2. Fifteen days after the arrival of products, the inspection and receipt of orders is deemed to be complete once BUYER notifies SELLER of the receipt of the orders.
3. In principle, BUYER is not permitted to return the ordered products from SELLER. However, within 14 days of product arrival, BUYER's request to return products can be negotiated by both parties whereas BUYER has to bear costs such as transportation cost and all other costs resulting from the product return.

VIII) Risk and Risk-Bearing

1. Orders should be shipped by the C.I.F shipping terms to BUYER.
2. Risk of loss or damage to products and all other associated risk are transferred from SELLER to BUYER once the products are delivered to the port of shipment (not destination).

IX) Ownership of Products: prior to the completion of payment to SELLER from BUYER, the ownership of products belongs to SELLER.

X) Confidential Clause: both parties are not permitted to disclose content of the Agreement to third parties or make the Agreement public. Any party who breaches the clause should bear loss resulting from the information disclosure, unless such disclosed information is obtained from other known or public and accessible circumstances. The confidential clause shall remain in effect until three years after the expiry of the Agreement.

XI) BUYER who fulfills the terms and conditions of the Agreement is privileged to have the right to renew the Agreement, which means that SELLER is obliged to notify BUYER prior to signing a distribution agreement with third parties in the same area as BUYER, and BUYER has the preferential right to sign a distribution agreement with SELLER by offering the same condition. SELLER has no right to refuse BUYER's request to agreement renewal or sign a new agreement.

XII) Punishment:

1. In the event that BUYER delays payments to SELLER, the unpaid amount of payments must be charged at an annual interest rate of 10%, which is calculated until the date of actual payment and should be paid together with the original unpaid amount.
2. In the event that a loss is incurred to BUYER due to SELLER's failure to deliver the ordered products on time, SELLER is subject to a compensation for breach of contract payment, which is calculated based on an annual 10% interest rate of the value of the delayed products.
3. Insofar as any unforeseen circumstances or circumstances outside the control of either party, i.e. force majeure such as a fire, earthquake, flood, strike, riot, war, or government decree, which prevent one or both parties from fulfilling their obligations under the contract, all or part of the obligations of one or both parties can be excused.

XIII) The rights and obligations prescribed in this Agreement are not permitted to be transferred, inherited, or used as guarantee without consent.

XIV) Termination or Cancellation of the Agreement: when either party breaks a treaty on the Agreement and fails to make improvement after receiving repetitive advice by the other party, the other party can execute its right to terminate or cancel the Agreement.

XV) Competent Court: due to potential law suits involved in this Agreement, both parties agree to use the Taiwan Taoyuan District Court as the competent court for the first trial.

XVI) This Agreement is made in duplicate and both parties will keep a copy of the duplicate as evidence.

Parties Concerned:

Seller: Zero Sports Co., Ltd.

Representative: Fumitaka Matsubara

GUI:

Address: 6-101-2 Ono-cho, Kakamigahara-City,
Gifu Prefecture, Japan, Zip 504-0934

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