

ANNKE Partner Agreement

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TERMS OF PARTNER AGREEMENT

Party A: ANNKE INNOVATION (HK) CO., LIMITED (Hereinafter referred to Party A)

Party B: S.R.L.Dataelectromax (Hereinafter referred to Party B)

Company Address: Chisinau, MD-2070, sos.Hincesti 204 of.198, Moldova

Telephone No. : 078219413

Contact Person: Isac Nicolae

This agreement is entered into by and between Party A and Party B through friendly consultations and under the principle of mutual benefit and joint development.

1. Partner QUALIFICATION

- 1) With recognition of the value of ANNKE, establish long-term business relationship with ANNKE.
- 2) With financial ability & experience of Individual or Enterprise to run business of ANNKE products.
- 3) With good honesty, willing to sell full range of ANNKE products.
- 4) Be cooperative to comply with ANNKE market discipline & price rule in specified market; Never dump ANNKE products at low price, never break ANNKE' s price rule.
- 5) To provide good pre-sale, point-of-sale, post-sale supports & service to end-users, never do impairment of ANNKE brand and credit

2. AUTHORIZATION

1) Party B is hereby appointed by Party A as its **Official Distributor** for ANNKE PRODUCTS within the whole territory of **Moldova**. Party A grants to Party B, and Party B accepts, the **Non-exclusive right** to resell all ANNKE models offered during the term of this Agreement.

Party B must provide weekly sales sheet data every week and next month order plan to Party A every month.

2) This agreement is effective from **Jan, 1,2021**(M,D,Y) to **Jan,1,2023** (M,D,Y) ,for a period of one (3) year,if in one year Party B can not reach the annual purchase target as required above,Party B will be appointed as non-exclusive Distributor in the next year.

3) After signed the agreement and filled in complete partner registration form, Party A should award the authorization certification to Party B.

4) During the terms of contract, all modifications of this Agreement must be friendly negotiation and signed the supplementary agreement. When the agreement expires, two parties can consider whether the bilateral cooperation agreement will be renewed according to the situation of last year,



3. OBLIGATIONS

(A) During the Term of this Agreement, Party A agrees:

- 1) To offer superior product and most competitive EXW price
- 2) To work out the retail price on the market and have the competitive retail price assigned in specified market to protect party B's profit.
- 3) To conduct marketing analysis and follow up the price of similar products to arrange the lowest retail price in specified market at regular intervals.
- 4) To do best efforts to maintain sufficient product available and exact lead time to meet Buyer's request based on party B order plan.
- 5) To render, at the request and at no cost to Party B, professional technical training on related products to Party B employees and customer service staff in the sale and use of the products:
 - a) Telephone training.
 - b) Mail and video training.
 - c) Training on-the-spot lecture in factory
- 6) To extend ANNKE brand and raise public awareness of ANNKE products to promote Party B sales in specified market.
- 7) To exercise supervision and inspection for Party B on the implementation of the agreement, if party B violates the provisions of these regulations, Party A shall, in accordance with the seriousness of the cases, impose on them the corresponding punishment or revoke the partner right.
- 8) Party A is entitled to count Party B's market channel, website and entity shop for record to exercise supervision over and inspection of the implementation of the retail sales in specified market.
- 9) To guard party B information and never give out any details includes company & personal information, marketing channels, online shop, and entity shop to any others.
- 10) To provide Party B with a written notice prior to any price adjustment.
- 11) Party B may return any products found to be defective upon delivery for full account credit provided; the return is made within three months after original shipment. Party A warrants that the products will be repaired



for free from defects in material and workmanship on 3 months after original shipment within one year. After one year, Party A offer maintenance at a charge and will be responsible for repair of damage resulting from negligent use or misuse of the Products and any cause other than ordinary use without return.

12) Party B has the rights to get legal assurance, marketing support, sales and product support as well as financial support with different sales target achieved per "Annke Partner Program".

(B) During the Term of this Agreement, Party B agrees:

- 1) To confirm by party A, party B has the right of undertaking all the legal commercial activities about selling ANNKE products in the name of ANNKE partner, the priority of getting some advertisement data about the products, and also the rights register ANNKE as on-line shop domain name.
- 2) To fill in the form of becoming authorized distributor of party A. based on real situation and shall inform Party A all his on-line shop name and link, as well as his self build up B2B on-line shop link without any reserve.
- 3) To enjoy the competitive price Party B provided, guard party A information and never give out any details includes price rule & market discipline to any others.
- 4) During the period of selling ANNKE products, Party B would price products to be competitive in the market which covers under OBLIGATIONS clause point 3)
- 5) If Party B distributes the products to non-authorized ANNKE seller, Party B should propoganda the provision of market selling price of ANNKE to him. Party B should make sure the sub-seller obey the price policies of ANNKE and update the information to ANNKE .
- 6) To provide return service, good pre-sale, point-of-sale, post-sale service, and technical support on installation to end-users; handles any complaints from the customers; transfer the after-sales service to Party A directly is strictly prohibited.
- 7) Party B has the obligation of maintaining the image of ANNKE brand and never does impairment of ANNKE brand and credit.
- 8) Party B has the obligation of supplying Party A some information related to the market (including ideas of improving the function, the trend of the market).

4. ORDER, PAYMENT, DELIVERY

- 1) The business between Party A and Party B is based on PO and PI .If necessary, Party A can make a contract with Party B on request (the contract is subject to Party A). Party B shall place the order in advance via email, calling, fax and formal PO, and confirmed with Party A.
- 2) Payment terms: The cost shall be paid to Party B before or on the delivery date specified on the invoice.

3) Delivery and Charge. Party B transacts for the transportation; assist party B in underwriting the insurance and make a claim with insurance company for loss in transit. All incurred charge shall be borne by Party B. During the transportation, partial inefficiency compensate from insurance company shall be borne by the Party B with the loss caused by Force Majeure or traffic accident, unless Party A did not handle insurance as Party B's request.

5. TERMS OF RETURN

Refer to "ANNKE Replacement and return policy".

6. VIOLATION PUNISHMENT

1) If Party B breaches any of the terms or warranties set out in this agreement in market discipline & price rule & dumping. Party A shall ask Party B to correct it. If Party B hereto continues defaulting of any obligation imposed on it herein after written notice by the other party has been dispatched requesting the party under default to remedy such default, the other party may terminate the agreement.

A. Definition on grade of violation.

First grade violation

- a. To usurp the name of ANNKE to sale copy products
- b. To offer goods for sale at a cost lower than guide price and dump products to cause competition among the sellers disagreed of price rule.
- c. To distribute the products to not authorized seller without informing to abide by ANNKE guide price caused violation on price principle or competition among the sellers.
- d. To refuse to offer the return service causes the customer complaint from the end users.

Second grade violation

- a. To refuse to offer the after-sales technical assistance to its customers and refer unresolved technical matters directly to A.
- b. To give out Party A seller' sales price and market price system to any others.
- c. Way of punishment on violation.

2) If party B breaches any of the terms or warranties set out in this agreement. Party A shall ask Party B to correct it. If Party B hereto continues defaulting of any obligation imposed on it herein after written notice by the other party has been dispatched requesting the party under default to remedy such default, the other party may do corresponding punishment. The main punishment include as below:

- a. To increase in EXW price
- b. To stop supplying products to Party B
- c. To clean the link out of party B' seller list on official website.
- d. To terminate a business relationship

7. SUPPLEMENT PROVISIONS

- 1) All modifications of this agreement must be signed the written consent by two parties.
- 2) The agreement shall not be assigned without written consent of the Party A, all things Party B did are not valid.
- 3) All disputes arising out of the performance of, or relating to this Contract, shall be settled amicably through friendly negotiation
- 4) Any commercial information during renewal or performance of this agreement process shall be kept absolutely secret for either party.
- 5) This agreement is executed in two counterparts each of which shall be deemed equally law effect, and each party shall hold one copy.

This agreement shall be construed by party A:

Party A: ANNKE INNOVATION (HK) CO., LIMITED Party B: S.R.L.Dataelectromax

Corporate representative Wendy Xie Corporate representative Isac Nicolae

Sign representative: AUTHORIZED SIGNATURE

Sign representative: _____


THANKS FOR YOUR BUSINESS!



Date: Jan. 1, 2021

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