

International Distribution Agreement

编号/No: VH20220902

日期/Date: 2022.09.02

本协议双方为了发展贸易，在平等互利的基础上，按下列条件签订本协议。

This contract is entered into between the parties concerned on the basis of equality and mutual benefits to develop business on terms and conditions mutually agreed upon as follows:

1 订约人/Contracting Parties:

供货人/Supplier: Shenyang Vhandy Technology co., Ltd. (Hereinafter called "Party A")

销售代理人/Agent: LLC "PLKSistemy" (Moscow, Russia) (Hereinafter called "Party B")

甲方委托乙方为销售代理人，推销甲方公开发售的所有商品。

Party A hereby appoints party B to act as selling agent to sell all the products publicly offered by Party A.

2 商品及数量或金额

Commodity and Quantity or Amount

双方约定，乙方在协议有效期内，承销每月不少于 20 件的上述商品。It is mutually agreed that Party B shall undertake to sell no less than 20 of the aforesaid commodity each month in the duration of this Contract.

3 经销地区限在俄罗斯范销售。

Distribution area is limited to Russia sales.

4 宣传广告费用

在本协议有效期内，乙方在上述经销地区内所作广告宣传的一切费用，由乙方自理。乙方须事先向甲方提供宣传广告图案及文字说明，由甲方审阅同意。

Advertising & Publicity Expenses

Party B shall bear all expenses for advertising and publicity within the aforementioned territory in the duration of this Contract and submit to Party A all patterns and / or drawings and description for prior approval.

5 协议有效期

本协议由双方签字后生效，有效期 1 年，自 2022.09.02 至 2023.09.01。



张世志

[Handwritten signature]

若一方希望延长本协议，则须在本协议期满前一个月书面通知另一方，经双方协商决定。

若协议一方未履行协议条款，另一方有权终止协议。

Validity of Contract

This contract, after its being signed by the parties concerned shall remain in force for 1 year as from 2022.09.02 to 2023.09.01. If either party wishes to extend this Contract, he shall notice, in writing, the other party one month prior to its expiration, the matter shall be decided by consent of the parties hereto.

Should either party fail to implement the terms and conditions herein, the other party is entitled to terminate the Contract.

6 仲裁

在履行协议过程中，如产生争议，双方应友好协商解决。若通过友好协商未能达成协议，则提交中国国际贸易促进委员会对外贸易仲裁委员会，根据该会仲裁程序暂行规定进行仲裁。该委员会决定是终局的，对双方均有约束力。仲裁费用，除另有规定外，由败诉一方负担。

Arbitration

All disputes arising from the execution of this contract shall be settled through friendly consultations. In case no settlement can be reached, the case in dispute shall then be submitted to the Foreign Trade Arbitration Commission of the China Council for the Promotion of International Trade for Arbitration in accordance with its Provisional Rules of Procedure. The decision made by this commission shall be regarded as final and binding upon both parties. Arbitration fees shall be borne by the losing party, unless otherwise awarded.

7 其它条款

(1) 因本授权不属于经销地区唯一授权，所以甲方有权向经销地区其它买主供应本协议所规定的商品。

(2) 若乙方在 2 个月内未能向甲方提供至少 20 件的订货，甲方不承担本协议的义务。

(3) 对双方政府间的贸易，甲方有权按其政府的授权进行有关的直接贸易，而不受本协议的约束。乙方不得干涉此种直接贸易，也无权向甲方提出任何补偿或佣金要求。

(4) 本协议受签约双方所签订的销售确认条款的制约。

Other Terms & Conditions

(1) Because this authorization is not the only authorization in the distribution area, Party A have right to supply the contracted commodity to any other buyers in the above mentioned territory.

(2) Should Party B fail to pass on his orders to Party A in a period of 2



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