# \*\*\*Exclusive Distribution Agreement\*\*\*

## Introduction:

This agreement is made on [Date] between:

- Seller: Shenzhen ZXT LCD Co., Ltd., a corporation organized under Chinese law with its main office at 604, Building 1, Sanyu Industrial Park, Xinwei Fourth Industrial Zone, Xinzhuang Community, Majan Street, Guangming District, Shenzhen.

- Agent: [ ], a corporation organized under [ ] law with its main office at [ ].

### 1. Appointment and Acceptance:

Shenzhen ZXT LCD Co., Ltd. appoints Agent as its exclusive representative to solicit orders for certain products in a specified territory, and Agent accepts this appointment.

### 2. Agent's Duties:

The Agent must follow Shenzhen ZXT LCD Co., Ltd.'s instructions and cannot make binding commitments on behalf of the Seller. Shenzhen ZXT LCD Co., Ltd. is not responsible for Agent’s unauthorized actions.

### 3. Territory:

The territory covered by this agreement is [ ].

### 4. Products:

The products covered by this agreement are [ ].

### 5. Exclusive Rights:

Shenzhen ZXT LCD Co., Ltd. will not sell or export the products to the Territory through other channels. Similarly, Agent will not promote or sell competing products in the Territory. All orders within the Territory must be referred to Agent.

### 6. Minimum Transaction and Pricing:

If annual sales are less than [ ], Shenzhen ZXT LCD Co., Ltd. can terminate this agreement with 30 days' written notice. Shenzhen ZXT LCD Co., Ltd. will provide details on pricing and sales terms.

### 7. Orders:

Agent must inform customers that orders require Shenzhen ZXT LCD Co., Ltd.'s acceptance. Shenzhen ZXT LCD Co., Ltd. has the right to reject any order, and no commission is owed for rejected orders.

### 8. Expenses:

Unless otherwise agreed, the Agent is responsible for all associated costs, including communications, travel, and maintaining offices and staff.

### 9. Commission:

Shenzhen ZXT LCD Co., Ltd. will pay Agent a commission of [ ]% of the invoiced price for accepted orders, in [ ], every six months after receiving full payment.

### 10. Information and Reports:

Both parties will regularly share market information and reports to promote sales. Agent will report on inventory and market conditions.

### 11. Sales Promotion:

Agent will actively promote products in the Territory. Shenzhen ZXT LCD Co., Ltd. will provide necessary promotional materials free of charge.

### 12. Intellectual Property:

Agent can use Shenzhen ZXT LCD Co., Ltd.'s trademarks for selling the products. All patents, trademarks, and copyrights remain with Shenzhen ZXT LCD Co., Ltd. Agent will notify Shenzhen ZXT LCD Co., Ltd. of any infringement and assist in protecting these rights.

### 13. Agreement Term:

The agreement becomes effective upon signing and lasts for [ ]. Either party must discuss renewal at least three months before the agreement ends.

### 14. Termination:

Either party can terminate the agreement if the other party fails to perform or violates terms and cannot resolve the issue within 30 days of written notice. Bankruptcy or restructuring by either party allows for termination.

### 15. Force Majeure:

Neither party is responsible for failure to perform due to events beyond their control. The affected party must notify the other party in writing as soon as possible.

### 16. Trade Terms and Governing Law:

Trade terms follow INCOTERMS 2000. The agreement is governed by Chinese law.

### 17. Arbitration:

Disputes will first be resolved through friendly negotiations. If unresolved, disputes will be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) for binding arbitration. The losing party bears the arbitration costs.

Signatures:

This agreement is effective upon signing by both parties. Each party keeps one original copy.

Signed by:

Party A (Shenzhen ZXT LCD Co., Ltd.): \_\_\_\_\_\_\_\_\_\_\_\_ | Party B (Agent): \_\_\_\_\_\_\_\_\_\_\_\_

Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_ | Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_

Location: \_\_\_\_\_\_\_\_\_\_\_\_ | Location: \_\_\_\_\_\_\_\_\_\_\_\_