

DISTRIBUTORSHIP AGREEMENT

No.: L2018019

THIS AGREEMENT

BETWEEN: **NINGBO DAVID MEDICAL DEVICE CO., LTD.**, a corporation duly organized and existing under the laws of CHINA and having its registered address at No.2, Keyuan Road, Shipu Science and Technology Park, Xiangshan County, Ningbo, Zhejiang Province, China. (hereinafter called the "Manufacturer").

AND:

ARIA MEDEEQUIP (PVT) LTD, a company duly organized and existing under the laws of Afghanistan with business office at Kota-e-Sangi Rd Kart-e-char Bus Stop Opp. Ghazi High School, Part, 3 Kabul, Afghanistan (hereinafter called the "Distributor") is our authorized sole distributor at the specific countries are as below:

Afghanistan

ARTICLE 1 DISTRIBUTORSHIP

The Manufacturer hereby grant to the distributor a right to import and distribute the Manufacturer's products as defined in Articles 2 (hereinafter called the "products") for distribution in Afghanistan.(hereinafter called the "territory"). The distributor can't sell other companies products, which is same line of the Manufacturer.

ARTICLE 2 PRODUCTS

The products on which the Manufacturer grants to the Distributor are as below:

Infant Incubator model YP-100, YP-100B, YP-90A;

Infant Radiant Warmer model HKN-90, HKN-2000;

Neonate Bilirubin Phototherapy Equipment model XHZ-90;

Infant Bed model YC-B.

ARTICLE 3 DISCOUNT ON PRICE LIST

The Manufacturer offers reasonable price as the attached price list to the Distributor. See the annex. The Manufacturer has right to change the price according to market changing, but should inform the Distributor one month before doing the adjustment.

ARTICLE 4 PURCHASE TARGET

The Distributor shall make its best effort to achieve the purchase target. The purchase target during first year is USD60,000.00 (SAY US DOLLARS SIXTY THOUSAND ONLY), and the purchase target will be USD70,000.00 (SAY US DOLLARS SEVENTY THOUSAND ONLY) of the second year. The purchase target in the first year of each quarter must insure to reach USD15,000.00. The manufacturer has right to terminate the agreement at anytime if the distributor can't reach the quarter sales task and unable to give the reasonable explanation in written form to the manufacturer.

ARTICLE 5 TERM OF PAYMENT

The payment term should be TT payment in advance.

ARTICLE 6 STOCK

The "Distributor" shall maintain a reasonable level of stock of the products for ready to meet its customer's requirements.

ARTICLE 7 WARRANTIES

The Manufacturer shall warrant the products against defective material and faulty workmanship for a period of twelve 12 months from the dated of shipment of the product to the Distributor.

In case the distributor find a defect in the products within the warranty period, the manufacturer shall supply the distributor with spare parts necessary for the repair of the defective product when the manufacture considers it reasonable.

The warranty shall not be applied to; a) improper use or negligence by the distributor or customer, b) improper repair, adjustment or negligence by the distributor and (c) repair or adjustment by customer or any other party not authorized by the Manufacturer.

ARTICLE 8 AFTER SALES SERVICE

The Distributor shall be responsible for appropriate after-sale service with regards to the product and maintain adequate service facilities and personnel for the repair of the products. Meanwhile, the Distributor has duty to send the sales and after-sales service report to the manufacturer within half a year.

The Manufacturer should be agreed to arrange technical training to the distributor's staff in China. In each instance, the parties shall discuss the sharing for the expanses incurred for the training.

ARTICLE 9 REGISTRATIONS AND SALE PROMOTION

The Distributor has duty to import, distribute, register and do the Sanitary Registration, as license holder, of the above mentioned products in the above mentioned countries.

ARTICLE 10 DISTRIBUTIVE SALES RECORD

Whereas the requirement of related Statute and Regulations, the distributor should do and keep Distributive sales record for the product. The storage life for the Distributive sales record must be longer than two years and not less than the products 'lifespan which is specified in the User manual.

ARTICLE 11 CONFIDENTIALITY AGREEMENT

The Distributor has responsibility to keep trade secrets and technical secrets of manufacturer without action of disclosing to any other third party. If there is any breach of agreement, The manufacturer has every right to cancel the qualification of the franchiser and the distributor shall compensate all economic losses caused to the manufacturer.

ARTICLE 12 CANCELLATION

The distributor and manufacturer both have right to cancel the agreement if the partner couldn't act well on their duties according to above articles with informing in advance.

ARTICLE 13 SETTLEMENT OF DISPUTE

In the event no settlement could be achieved through consultation, the Manufacturer or the Distributor may institute proceedings in a court where the manufacturer is located.

ARTICLE 14 OTHERS

The Distributorship agreement can't be used for Tender.

Any unaccomplished matter will be supplementary regulated after being negotiated by both parties.

ARTICLE 15 VALID DATE OF AGREEMENT

This agreement is valid from Jan. 1st, 2021 to Dec. 31st, 2023. Faxed or scanned copies are considered as the original.

NINGBO DAVID MEDICAL DEVICE CO., LTD

Signature:

Ms. Carol Yu

Position: Regional Manager of international Department

Company name of distributor

Signature:

Mr/Ms_____

Position_____

Remarks:

Ningbo David Medical Device Co., Ltd reserves the right of the final interpretation of this agreement.