

EXCLUSIVE CROWDFUNDING AGREEMENT

This Agreement (hereinafter "this Agreement") is made and entered into as of Sept.1st, 2020 between AIPOWER INTERNATIONAL GROUP LIMITED (hereinafter referred to as "Owner"), a corporation having its offices at Room 1508, 15/F., Office Tower Two, Grand Plaza, 625 Nathan Road, Kowloon, Hong Kong., existing under the laws of Hong Kong and the seller (hereinafter referred to as "Distributor") , _____ a corporation having its offices in _____

Witnesseth:

In consideration of the mutual covenants and conditions herein contained, and intending to be legally binding hereby, the parties mutually agree as follows:

1. Products and Territory

1.1 Products. Owner hereby appoints Distributor on an exclusive basis as its sole distributor for the sale of the products set forth in **Schedule A** (hereinafter referred to as "Product") in the territory (as defined below) during the term of this Agreement.

1.2 Territory. Owner is appointing Distributor hereunder with respect to the sale of Products to any purchasers whose principal place of business is located in the following described territory ("Territory"): **Japan**

1.3 Best Efforts. Distributor shall use its best efforts to promote and sell the Products to the maximum number of responsible customers in Territory.

1.4 Sales Limited to Territory. Distributor shall not solicit orders from any prospective purchaser with its principal place of business located outside Territory. If Distributor receives any order from a prospective purchaser whose principal place of business is located outside Territory, Distributor shall immediately refer that order to Owner. Distributor shall not accept any such orders. Distributor may not deliver or tender (or cause to be delivered or tendered) any Product outside of Territory. Distributor shall not sell any Products to a purchaser if Distributor knows or has reason to believe that such purchaser intends to remove those Products from Territory.

1.5 Modification of Products and Territories. Owner reserves the right, upon consultation with Distributor, to expand or reduce Products which are covered by this Agreement. Owner also reserves the right, upon consultation with Distributor, to expand or reduce Territory, as defined in this Agreement.

2. Prices and Payment

2.1 Prices. If an order is accepted, the prices for Products shall be Owner's net distributor prices, which are in effect on the date of Owner's acceptance. Owner may from time to time change those prices, such change being effective immediately upon Distributor's receipt of notice thereof; provided, however, that no price change shall affect orders submitted by Distributor and accepted by Owner prior to the date such price change becomes effective.

2.2 Customer Prices. Distributor shall be free to establish its own pricing for Products sold. Distributor shall notify Owner of its pricing, as in effect from time to time.

2.3 Licenses and Permits. Distributor hereby agrees:

- i. to assist Owner in obtaining any such required licenses or permits by supplying such documentation or information as may be required by Owner;
- ii. to comply with such decrees, statutes, rules and regulations of the government and agencies, or other instrumentalities thereof;
- iii. to maintain the necessary records to comply with such decrees, statutes, rules and regulations.

2.4 Packaging and Delivery. Unless the parties agree otherwise, all Products ordered by Distributor shall be packed for shipment and storage in accordance with Distributor's standard commercial practices.

2.5 Payment Terms. Owner requires receipt of payment from Distributor before shipping goods. Payment may be made by PayPal, or wire-fund transfer from Distributor's bank to Owner's bank, or credit card, or other agreed upon means.

3. Other Obligations of Distributor

3.1 Personnel. Distributor shall employ competent and experienced sales and support personnel so as to render prompt and adequate service to the users of Products in Territory.

3.2 Documentation. Distributor shall prepare, at its own expense, all user and technical manuals and advertising and marketing information and provide Owner with advance copies of all such materials subject to and with the sole approval of the Owner.

4. Best Efforts

Distributor shall purchase a sufficient number of products from Owner so as to meet or exceed the minimum purchase requirements.

5. Reporting

Distributor shall provide Owner with information, which shall include customer reports, business trends, production planning of Distributor's primary customers in Territory, market forecasts and other reports reasonably requested by Owner, including without limitation, reports required for regulatory purposes.

6. Trademarks, Service Marks and Trade Names

Distributor may use Owner's trademarks, trade names and service marks (hereinafter referred to as "Trademarks") on a non-exclusive basis in Territory for the duration of this Agreement and solely for display or advertising purposes in connection with selling and distributing Products in accordance with this Agreement.

7. Termination

7.1 Material Breach. Upon the occurrence of a material breach or default as to any obligation by either party and the failure of the breaching party to promptly pursue a reasonable remedy designed to cure (in the reasonable judgment of the non-breaching party) such material breach or default, this Agreement may be terminated by the non-breaching party, such termination being immediately effective upon the giving of notice of termination.

7.2 Effective Date. The term of this Agreement shall begin as of the start of the project (the "Effective Date"). The term of this Agreement shall expire at the end of the Japanese crowdfunding shipping, unless terminated earlier pursuant to the terms of this Section.

8. Selling Off of Inventory

Distributor shall have the right to sell off its remaining inventory of Products after termination or expiration of this Agreement.

9. Publicity

Distributor agrees that any publicity or advertising which shall be released by it in which Owner is identified in connection with Products shall be in accordance with the terms of this Agreement and with any information or data which Owner has furnished in connection with this Agreement. Copies of all such publicity and advertising shall be forwarded promptly to Owner for approval.

10. Modification

No modification or change may be made in this Agreement except by written instrument signed by Distributor and by Owner.

11. Assignment

This Agreement and the rights and obligations hereunder may not be assigned, delegated or transferred by either party without the prior written consent of the other party.

12. Notices

All notices given under this Agreement shall be addressed to the parties at their respective addresses set forth below:

To Owner: AIPOWER INTERNATIONAL GROUP LIMITED
Contact: Kelly He
Address:
Phone: +86 13538178901
Email: kelly@myaipower.com

To Distributor:
Contact:
Address:
Phone:
Email:

13. Waiver

None of the conditions or provisions of this Agreement shall be held to have been waived by any act or knowledge on the part of either party, except by an instrument in writing signed by a duly authorized officer or representative of such party. Further, the waiver by either party of any right or the failure to enforce at any time any of the provisions of this Agreement, or any rights with respect thereto, shall not be deemed to be a waiver of any other rights or any breach or failure of performance of the other party.

14. Confidentiality

Distributor agrees that Owner has a proprietary interest in any information provided to Distributor by Owner, whether in connection with this Agreement or otherwise, whether in

written or oral form, which is: (i) a trade secret, confidential or proprietary information; (ii) not publicly known; and (iii) annotated by a legend, stamp or other written identification as confidential or proprietary information (hereinafter referred to as "Proprietary Information"). Distributor shall disclose the Proprietary Information only to those of its agents and employees to whom it is necessary in order to properly carry out their duties as limited by the terms and conditions hereof. Both during and after the term of this Agreement, all disclosures by Distributor to its agents and employees shall be held in strict confidence by such agents and employees. During and after the term of this Agreement, Distributor, its agents and employees shall not use Proprietary Information for any purpose other than in connection with Distributor's sale and distribution of Products in Territory pursuant to this Agreement. This Section 16.1 shall also apply to any consultants or subcontractors that Distributor may engage in connection with this obligation under this Agreement.

15. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREAS, the parties hereto have signed this Agreement.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule A

1. MOQ (Minimum Order Quantity): Japanese Crowdfunding Order 500 UNITS
2. Order Item: Aipower Wearbuds W20 pro
3. Purchase price(EXW Shenzhen): US\$80 per unit
4. Delivery: before 10th Dec. 2020
5. Payment terms: Transaction of 30% of the amount will be made when purchase order is sent to Owner, and the remainder when shipment is made.
6. After sales service: Owner is to pay for shipment when claims of defective goods are made by customers.

Project images

