

## Sole Distributor Agreement

A : Jiangsu Yangtze Co. Ltd (Jiangsu Yangtze Electromechanical Science & Technology Co., Ltd)  
Factory Address: 76#, Yinhe Road, Hi-tech Park, New District, Zhenjiang, Jiangsu, China.  
Tel: +86-511-8198 7605 Fax: +86-511-8338 2288 Mob: +86-136 755 68608

B : SolTex Global Ltd, Company Number NI043563  
Address: Innovation Centre, NI Science Park, Queens Road, Belfast BT3 9DT

### 1. Appointment

Jiangsu Yangtze Co. Ltd hereby appoints the SolTex Global Ltd as the sole Distributor for the distribution, sale and promotion of LED light products with our brand on United Kingdom & ROI Territory upon the terms and conditions hereinafter contained.

Jiangsu Yangtze Co. Ltd shall not sell or otherwise make available the Goods to anybody from U.K. or about whom Jiangsu Yangtze Co. Ltd knows or has reason to know that such person might sell those Goods to SolTex Global Ltd's customers.

### 2. Jiangsu Yangtze Co. Ltd's General Duties

SolTex Global Ltd agrees and undertakes with the Jiangsu Yangtze Co. Ltd that, for the duration of this agreement the SolTex Global Ltd shall punctually and faithfully observe the following:

It shall use its best endeavours to promote and extend the sale of the goods throughout the U.K & ROI. Territory.

Except for otherwise expressly provided herein, any contracts for the sales of the Goods by SolTex Global Ltd to its own customers shall be exclusively concluded between SolTex Global Ltd and its customers. SolTex Global Ltd shall have the sole right to offer and/or accept terms and conditions of such contracts.

Except for otherwise expressly provided herein, Jiangsu Yangtze Co. Ltd shall have no right to receive from SolTex Global Ltd's customers any payment for the Goods.

### 3. Jiangsu Yangtze Co. Ltd's Obligations

Jiangsu Yangtze Co. Ltd shall notify SolTex Global Ltd in advance of any change about price for the duration of this Agreement.

Jiangsu Yangtze Co. Ltd shall be obligated to timely respond to SolTex Global Ltd's letter, fax, notice, telephone and other inquiry, and do all one can to support SolTex Global Ltd for sales and marketing during duration of this

Agreed **For and on behalf of**  
**JIANGSU YANGTZE CO., LTD**

### 4. Intellectual Property

Except as expressly authorized by the Manufacturer, the Distributor shall have no rights in respect of any trade.



names or trade marks used by the Manufacturer in relation to the Products of the goodwill associated therewith, and the Distributor hereby acknowledges that, except as expressly provided in this Agreement, it shall not acquire any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested in the Manufacturer.

#### 5. Representation and Warranty

Each Party hereby represents and warrants that neither the execution and delivery of this Agreement, nor the consummation of the transaction contemplated hereunder, nor compliance with any of the provisions of this Agreement, will conflict with, violate, result in a breach of, constitute a default (or an event that, with notice or lapse of time, or both, would constitute a default) under, or require any authorization, consent, approval, exemption or other action by or notice to any court or other governmental body or any other person under any of the terms, conditions or provisions of any contract or other agreement or to which such Party is bound.

#### 6. Term and Termination

The duration of this Agreement is Two years after the execution hereof. Both two parts can negotiate about sales contract and shipping terms and conditions for all orders.

Either Party shall have the right to terminate this Agreement as of right and without judicial recourse, upon giving notice to the other Party, under Any party breach agreement

#### 7. Non-Assignment

Neither Party shall have the right to assign the benefit of this Agreement (or any part of it), without the prior written approval of the other Party.

#### 8. Applicable Law

This Distribution Agreement shall be construed in all respects in accordance with the law of Hong Kong and the Jiangsu Yangtze Co. Ltd hereto agrees to submit to the jurisdiction of the Court of the domicile of SolTex Global Ltd.

#### 9. Miscellaneous

The Appendices are the integral part of this Agreement. The Appendices and this Agreement have the same effect.

Agreed and Accepted By

A : Jiangsu Yangtze Co., Ltd (Manufacturer)

*For and on behalf of*

**JIANGSU YANGTZE CO. LTD**

Signature and seal

Date: Oct. 1, 2013

Authorized Signature(s)

B : SolTex Global Ltd (Distributor)

Signature and seal

Date: Oct. 1, 2013