

Exclusive Distributorship Agreement

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Preamble

This Agreement made and entered on the _____ day of _____, 2007 by and between

Amon Technologies / Power Management & Control Systems,

P.O.Box 9444 , Amman – 11191 – Jordan
Suite 301 Oasis II Building , Sweifieh , Amman - Jordan
Phone 962-6-5818508
Fax 962-6-5852909
Email info@amontechnologies.jo

a corporation duly organized, registered and existing under the laws of the Hashemite Kingdom of Jordan with its principal place of business in Amman - Jordan (hereinafter referred to as the Seller) with

And

company name

Street address

Phone

Fax

Email

a corporation duly organized, registered and existing under the laws of the State country name with its principal place of business in head office location (hereinafter referred to as the Distributor).

WHEREAS, _____ the Seller is desirous of selling the Product(s) stipulated in Article 4 hereof to the Territory stipulated in Article 3 hereof

And

WHEREAS, _____ the Distributor is desirous of buying from the Seller and re-selling the said Product(s) in the said Territory;

NOW, THEREFORE, in consideration of the promises and the mutual covenants to be faithfully performed herein contained, IT IS HEREBY EXPRESSELY AGREED AND UNDERSTOOD AS FOLLOWS:

Article 1 Appointment

During the effective period of this Agreement, the Seller hereby appoints the Distributor as its exclusive distributor for the Territory and the Distributor accepts and assumes such appointment.

Article 2 Privity

The relationship hereby established between the Seller and the Distributor during the effective period of this Agreement, shall be solely that of the Seller and the Distributor has no authority to assume or create any obligation in the name of or of any kind on behalf of the Seller.

Article 3 Territory

The territory covered under this Agreement shall be expressly combined to the entire territories of the State country name (hereinafter referred to as Territory).

Article 4 Products

The products covered under this Agreement shall be expressly confined to the following hardware and associated software for power management and monitoring purposes (hereinafter called the Products). Catalogues listed in Annex I hereof.

<u>Product Name</u>	<u>Type</u>	<u>Whole Sale Unit Price</u>
CC1	Hardware	US\$
PSMA1	Single Unit SW	US\$
CC2	Hardware	US\$
PSMi	Multi Unit SW	US\$

The above unit prices shall be applicable for regular Distributor orders. Special prices will apply in case of large quantity orders above US\$ 75,000.00 in value for single clients. Such prices will be set by the Seller on a case by case basis.

New and/or additional products may become available from the Seller from time to time. Specifications and prices of any such new and/or additional products will be offered by the Seller to the Distributor as and when they become available. If the Distributor does not expresses any interest in marketing the new and/or additional products in the Territory, then the Seller shall have the right to enter into distributorship agreements with one or more third parties for such products in the Territory.

Article 5 Prices

All prices are FOB Seller's Warehouses. The Distributor shall be responsible for the payment of all shipping, forwarding, taxes and duties and other charges levied in the Territory. The Seller has the right to modify the unit prices of the Product(s) as applicable from time to time. Modified prices will be conveyed by the Seller to the Distributor in writing prior to placing any orders.

Article 6 Technical Improvement & Patent

During the term of this Agreement, the Seller shall furnish to Distributor any technical improvements relating to the Products made by Seller without any delay and free of charge.

During the term of this Agreement, the Distributor agrees to furnish to Seller all technical improvement related to the Products required by Distributor or his prospective clients without any delay and free of charge in consideration of services in Article 8. The Distributor agrees and accepts that the intellectual property rights of any and all such improvements shall be solely vested with the Seller.

Article 7 After Sales Service

The Seller will provide full replacement guarantee to Distributor after the shipping date. In case of faulty Product(s), the Seller shall replace the faulty units with new ones. The Distributor shall send the faulty Product(s) at its own expense back to the Seller for repairing. Whenever the Seller has received a complaint as to the Product(s) from the Distributor, the Seller shall immediately make investigation and take a proper action.

The Seller shall also provide the Distributor free of charge technical training at the Seller's premises in order to enable the Distributor to perform installation, configuration, commissioning and trouble shooting of the Product(s).

Article 8 Exclusive Right

In consideration of the exclusive right herein granted, the Distributor shall not purchase, import, sell, distribute or otherwise deal in any products competitive with or similar to the Products in Territory, and Seller shall not offer, sell or export the Products to the Territory through other channels than the Distributor during the effective period of this Agreement.

The Seller shall not provide assistance, supply directly or indirectly the technical details of the products to any third party in the Territory.

The Distributor shall not restrict selling the Product(s) to its own customer base only. Distributor sales shall cover the customers of the Distributor's competitors as well as new potential customers in the related field.

Article 9 Minimum Purchase

In consideration of the exclusive right herein granted, The Distributor shall guarantee the purchase of at least US\$ amount in figures (U.S. Dollar amount in words only) worth of the Product(s) during the first year of the term of this Agreement and at least US\$ amount in figures (US Dollars amount in words Only) during the second year of the effective period of this Agreement and its extension thereof, if any. Above amounts do not include Sales Tax.

The Distributor also expressly agrees to comply with the following purchase order schedule:

One purchase order with a minimum value of US\$ amount in figures (US Dollars amount in words) to be placed within one month of signature of the Agreement.

Three or more purchase orders placed on a quarterly basis during each year of the Agreement.

Article 10 Individual Contract

Each individual contract under this Agreement shall be subject to this Agreement but such contract shall be concluded and carried out by the Seller's sale note or confirmation which shall set forth the terms, conditions, rights and obligations of the parties hereto arising from or in relation to or in connection with such contract except those stipulated in this Agreement.

Article 11 Payments

Payment by either irrevocable letter of credit or remittance by wire transfer or by certified cheque drawn on a prime Jordanian bank.

Letter of credit: Within 14 days after the receipt of Seller's confirmation of order, Distributor shall cause irrevocable confirmed Letter of Credit(s) available by Seller's sight draft to be established with a prime bank satisfactory to Seller.

Remittance by Wire Transfer: Payment shall be received by Seller in advance prior to any shipment.

Remittance by Cheque: Payment shall be received by Seller in advance prior to any shipment.

Article 12 Information & Reports

Both the Seller and the Distributor shall periodically and/or on the request of either party furnish information and market reports to each other to promote the sale of Products as much as possible. The Distributor shall give Seller such reports as inventory, market conditions and other related activities of the Distributor.

Article 13 Sales Promotion

Distributor shall diligently and adequately advertise and promote the sale of the Products throughout the Territory. The Seller shall furnish without charge to the Distributor electronic versions (PDF) of advertising literatures, catalogues, leaflets, folders etc. Representatives of the Seller may periodically visit the Distributor and advise the Distributor in methods and means best suited to promote the sale of the Products throughout the Territory.

Article 14 Intellectual Property Rights

Distributor may use the trade-mark(s) of Seller during the effective period of this Agreement only in connection with the sales of Products, provided that even after the termination of this Agreement the Distributor may use the trade-mark(s) in connection with the sale of the Products held by it in stock at the time of termination. The Distributor also acknowledges that any and all patents, trademarks, copyrights and other industrial property rights used or embodied in the Product(s) shall remain to be sole properties of the Seller, and the Distributor shall not dispute them in any way.

Article 15 Duration

This Agreement shall become effective on the day appearing at the first above written upon the signing of both the Seller and the Distributor and shall remain effective for a period of two years. At least three (3) months before the expiration of the term, Seller and Distributor shall consult with each other to discuss the renewal terms of this Agreement.

Article 16 Prohibition of sale outside Territory

Unless prior notice and approved by the Seller in writing, the Distributor shall not sell or re-export, nor cause any other person, firm or corporation in the Territory to sell or re-export the Products outside Territory during the effective period of this Agreement. The Distributor shall also ensure that all Products sold to customers within the Territory are documented by an End User Certificate in the format shown in Annex II hereof.

Article 17 Assignment

Neither party shall assign and/or transfer this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of the other party.

Article 18 Observance of Secrecy

Unless required to do so by Law or relevant regulatory authorities, both Seller and Distributor shall keep in strict confidence from third party(ies) any and all important matters as to the details and business affairs and transactions covered by this Agreement.

Article 19 Notices

All notices which may or shall be given under this Agreement shall be made by registered post or courier mail to the address mentioned below or to such addresses as are notified in writing by the parties hereto. If either party has changed its address, a written notice thereof shall be given to the other party. All notices shall also be deemed to have been given on the day when deposited in registered post or courier service.

Article 20 Origin & Certification

The Seller shall provide the Product(s) with CE certification. The Distributor understands that the Product(s) are currently manufactured and/or assembled outside the Territory and imported by the Seller for the purpose of selling them to the Distributor in the Territory. If the Seller wishes to establish a manufacturing/assembly unit in the Territory during the term of this Agreement, the Distributor shall be notified in advance of such.

The Distributor shall be solely responsible for obtaining any import certificates and/or authorizations and/or certifications that may be required by the relevant authorities in the Territory in order to allow the import of the Product(s) into the Territory. The Seller shall assist the Distributor by providing information and documentation at its disposal in order to facilitate such authorization(s).

Article 21 Governing Law & Arbitration

This Agreement shall be governed and interpreted by the laws of country name with the Courts of court location having sole jurisdiction. In case that any dispute or controversy arises out of or in relation to this Agreement between both parties shall be settled amicably but, in case of failure, these disputes or controversies shall be finally settled in locations by arbitration in accordance with the prevailing country name Arbitration Law where the award shall be final binding upon the parties hereto.

Annex I Product Catalogues

Annex II End User Certificate Format

Part I - End User Certification

Name of Distributor/Intermediate End User: company name

Name of End User:

Country of Final Destination:

Product Description:

Quantity:

Part Number(s):

Serial Number(s):

Intended End-Use of Equipment:

Part II - Certification by Distributor / Intermediate End User

We company name (the Distributor) hereby certifies that the equipment detailed above will be delivered to the nominated end-user only. Except with the express prior written authorization of Amon Technologies (The Seller), we will not re-export, re-sell, or otherwise dispose of the equipment or any part of the equipment to any person other than the nominated end-user.

[DISTRIBUTOR] company name

Signatory Name:

Title:

Date:

Signature:

Seal:

Part III - Certification by End User

We certify that we are the end user of the equipment detailed above. Except with the express prior written authorization of the Amon Technologies we will not re-export, re-sell, or otherwise dispose of the equipment or any part of the equipment.

[END USER] _____

Signatory Name:

Title:

Date:

Signature:

Seal:
