



LIGHTSUP NETWORK SOLUTION SDN BHD
(726833- T)

RESELLER / DISTRIBUTOR
AGREEMENT

RESELLER/ DISTRIBUTOR AGREEMENT

THIS AGREEMENT is made this _____ day of _____, by and between **LIGHTSUP NETWORK SOLUTION SDN BHD** corporate registration number **726833-T**, with its principal place of business located at **Unit 21-02 & 03, Level 21, Tower B, Vertical Business Suite Avenue 3, No.8 Jalan Kerinchi, Bangsar South, 59200 Kuala Lumpur** (the "Company") and _____ [Reseller/ Distributor Company Name] corporate registration number _____ [Corporate registration number] _____ [Company Address] (the "Reseller/ Distributor")

NOW, THEREFORE, in consideration of the premises hereinafter made by the parties hereto, it is agreed as follows:-

ARTICLE I APPOINTMENT OF RESELLER/DISTRIBUTORSHIP

1. Resell/Distribution Right. The Company hereby appoints and grants Reseller/ Distributor the exclusive and non-assignable right to sell the equipment, solution and/or service of the Company listed in the then current "Price List" (Exhibit "A" attached hereto) [omitted]. The resell/distribution right shall be limited to customers who have place of business in, and will initially use the Company's products in Malaysia only.

2. Prices. All prices stated are Fee On Board the Company's office in Unit 21-02& 03, Level 21, Tower B, Vertical Business Suite Avenue 3, No8. Jalan Kerinchi, Bangsar South, 59200 Kuala Lumpur. Prices do not include transportation costs which shall be borne by Reseller/ Distributor. Prices do not include federal, state or local taxes applicable to the products sold under THIS AGREEMENT. An amount equal to the appropriate taxes will be added to the invoice by the Company where the Company has the legal obligation to collect such taxes and Reseller/Distributor shall pay such amount to the Company.

3. Terms. Terms are net cash upon delivery, except where satisfactory credit is established. The Company reserves the right to revoke any credit extended at the Company's sole discretion. Reseller/ Distributor agrees to pay such invoices when due regardless of other scheduled deliveries. Invoices not paid within thirty (30) days of the invoice date will have one percent (1%) per month finance charge assessed against the unpaid balance from the date of invoice until the date of payment is clear.

4. Competitive Equipment. Reseller/Distributor agrees not to represent to sell other products which are deemed to be competitive with the Company's equipment, solution and/or service unless agreed to by the Company by written notice.

ARTICLE II MARKETING AND SUPPORT

1. Sales. Reseller/Distributor shall use its best efforts to promote the sale and resell/distribution of the resell/distribution of the equipment, solution and/or service and to provide adequate support, which efforts shall include the following:-

(a) Establishing and maintaining appropriate, attractive and accessible premises and facilities for the display and demonstration of Equipment, solution and/or service.

(b) Provide an adequate, trained sales and technical staff to promote the sales and support of the Equipment, solution and/or service.

(c) Undertake promotional campaigns and canvas prospective users to stimulate the sales of Equipment, solution and/or service.

(d) Provide Company with forecasts every month and as per requested by Company from time to time of its probability requirements for the next six (6) months for Equipment, solution and/or service, such forecasts to be in such manner and on forms to be specified by Company and agreed to by Reseller/ Distributor.

2. Advertising. Company shall, upon request, assist the Reseller/ Distributor on all advertising, sales promotion, and public relations campaigns to be conducted, including providing Reseller/ Distributor with

documentation of previous promotional campaigns conducted in connection with the Equipment, solution and/or service, and shall provide necessary technical information and assistance.

3. Training. Company shall furnish training of Reseller's/Distributor's sales and technical representatives at times and locations as shall be designed for this purpose by Company. Enrollment in training courses shall be limited to a reasonable number of person who shall be sufficiently qualified to take the courses. Reseller/Distributor shall pay the salaries and all travel and lodging expenses and subsistence of its representatives.

**ARTICLE III
DELIVERY**

1. Purchase Orders. Reseller/ Distributor shall order equipment, solution and/or service by issuing a Purchase Order (PO) to Company. Each order shall specify number of units to be shipped, the type of units to be shipped (as identified by Company model number designations indicated in the Price List including all optional features, the desired method of shipment and the installation site address. Company shall indicate its acceptance of such release by returning an invoice to Reseller/Distributor. Company agrees to ship units to Reseller/Distributor as close as possible to the delivery schedule set forth in each order as accepted by Company, unless Company otherwise indicates in writing. Company shall not be required to honor any release which

(a) specify a shipping date earlier than Company's current delivery schedule for the date such release is received by Company and/or

(b) specify a quantity to be delivered in any one month within the current delivery schedule which is greater than one hundred percent (100%) of the total quantity shipped in the preceding sixty (60) days period.

2. Equipment Acceptance. The criterion for acceptance of Company Equipment, solution and/or service by Reseller/ Distributor shall be the successful operation of the Equipment, solution and/or service using Company's standard test procedures and diagnostic test programs applicable to the equipment involved.

3. Shipment. All shipment of Equipment shall be made FOB Company's plant and liability for loss or damage in transit, or thereafter, shall pass to Distributor upon Company's delivery of Equipment to a common carrier for shipment. Shipping dates are approximate and are based, to a great extent, on prompt receipt by Company of all necessary ordering information from Reseller/Distributor. Reseller/ Distributor shall bear all costs of transportation and insurance and will promptly reimburse Company, if Company prepays or otherwise pays for such expenses. Company shall not be in default by reason of any failure in its performance under this Agreement if such failure results from, whether directly or indirectly, fire, explosion, strike, freight embargo, Act of God or of the public enemy, war, civil disturbance, act of any government, de jure or de facto, or agency or official thereof, material or labor shortage, transportation contingencies, unusually severe weather, default of any other manufacturer or a supplier or subcontractor, quarantine, restriction, epidemic, or catastrophe, lack of timely instructions or essential information from Reseller/ Distributor, or otherwise arise out of causes beyond the control of the Company. Nor shall the Company at any time be liable for any incidental, special or consequential damages.

4. Delay. Related costs of delay that exceeded the date stated in the invoice shall fully bare by Reseller/Distributor.

5. Cancellation. Reseller/Distributor may at any time prior to the scheduled date of shipment, cancel any and/or all Equipment on order upon giving timely written notice. Cancellation charges impose as per below:-

| Number of Days Prior to Scheduled Date of Shipment that Notice of Cancellation is Received by Company | Cancellation Charges percentage impose from the Total Amount on Invoice |
|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| 0 – 7 days | No charges incurred |
| 8 – 14 days | 50% charges from total amount on invoice |
| 15 days or more than 15 days | 100% charges from total amount on invoice |

**ARTICLE IV
PROPRIETARY RIGHTS**

1. Use of Equipment. Usage of Company Equipment and services is just ONLY for the purpose of which it is subscribed. Any unlawful purpose including without limitation for any criminal and political purposes or whatsoever, is prohibited and Company will not hold any responsibility, as well as Reseller/ Distributor will not hold any harm to the Company.

2. Use of Company Name. Company expressly prohibits any direct or indirect use, reference to, or other employment of its name, trademarks, or trade name exclusively licensed to Company, except as specified in this Agreement or as expressly authorized by Company in writing. All advertising and other promotional material will be submitted to Company at least two weeks in advance and will only be used if Company consents thereto, which consent shall not be unreasonably withheld. Company hereby authorizes and requires Reseller's /Distributor's use of the Company's insignia or lettering which will be on the products at the time of the delivery. Company hereby authorizes the Reseller's /Distributor's use of the legend set forth below. The Company shall submit to the Reseller/ Distributor in writing full particulars prior to any use of the authorized legends, on stationery, invoices, promotion material or otherwise, and shall not proceed with such use unless and until the Company's written approval shall have been received.

Authorized legend shall be the following:

LIGHTSUP NETWORK SOLUTION SDN. BHD.

LightsUp Network Solution Sdn. Bhd.

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If the authorized legend is used on any stationery, invoices, promotion material or otherwise by Reseller/ Distributor, Reseller/ Distributor will, on termination of this Agreement, or upon request of Company, discontinue the use of such legend on any stationery, invoices, promotion material or otherwise and thereafter will not use, either directly or indirectly in connection with its business, such legend or any other names, titles of expressions so nearly resembling the same as would likely lead to confusion or uncertainty, or to deceive the public.

3. Patent Indemnity. Company agrees, at its own expense, to indemnify, defend and hold harmless each Reseller/ Distributor and its customers from and against every expense, damage, cost and loss (including attorneys' fees incurred) and to satisfy all judgments and decrees resulting from a claim, suit or proceeding insofar as it is based upon an allegation that the Equipment or any part thereof furnished by Company or any process which is practiced in the customary use of the Equipment is or has been infringing upon any patent, copyright or proprietary right, if Company is notified promptly of such claim in writing and given authority, and full and proper information and assistance (at Company's expense) for the defence of same. In case the Equipment, or any part thereof, in such suit is held to constitute an infringement and the use of said Equipment or part is enjoined, Company shall, in its sole discretion and at its own expense, either procure for the indemnitee the right to continue using said Equipment or part or replace or modify the same with non-performance or capacity or affect its compatibility with the hardware or firmware comprising the Equipment or the software utilized thereon.

4. Drawings and Data. The Company normally supplies all necessary data for the proper installation, test, operation and maintenance of its Equipment. Portions of this data are proprietary in nature and will be so marked. The Reseller/ Distributor agrees to abide by the terms of such markings and to be liable for all loss or damage incurred by the Company as a result of the improper or unauthorized use of such data. The Company retains for itself all proprietary rights in and to all designs, engineering details, and other data pertaining to any Equipment specified in the contract and to all discoveries inventions, patent rights, etc., arising out of work done in connection with the contract and to any and all Equipment developed as a result thereof, including the sole right to manufacture any and all such products. The Reseller/ Distributor shall not contact the Company's suppliers, or any other person, for the purpose of manufacture.

5. Title to Products and Documentation Package. Reseller/ Distributor acknowledges that the Equipment and documentations provided time by time are the property of Company, and that the products are being made available to Reseller/ Distributor in confidence and solely on the basis of its confidential relationship to Company, Reseller/ Distributor agrees not to print, copy, provide or otherwise make available, in whole or in part, any portion of an original or modified Equipment Documentation Package or related materials.

ARTICLE V WARRANTY

1. Equipment Replacement. If it is determined that either no fault exists in Company, or the damage to be repaired was caused by negligence of Reseller/ Distributor, its agents, employees or customers, Reseller/ Distributor agrees to pay all charges associated with each such repair. In no event shall Company be liable for any incidental or consequential damages and reseller's /distributor's remedies shall be limited to repair or replacement of nonconforming units or parts.

2. Misuse of Equipment. Any tampering, misuse or negligence in handling or use of Equipment renders the warranty void. Further, warranty is void if, at any time, Reseller/ Distributor attempts to make any internal changes to any of the components of the Equipment; if at any time the power supplied to any part of the Equipment exceeds the rated tolerance; if any external device attached by Reseller/ Distributor creates conditions exceeding the tolerance of the Equipment; or if any time the serial number plate is removed or defaced. Operation of the Equipment that renders this warranty void will be defined to include all of the possibilities described in this paragraph, together with any practice which results in conditions exceeding the design tolerance of the Equipment.

ARTICLE VI

DURATION OF AGREEMENT

1. Term. The term of this Agreement shall be for ONE (1) year from the date hereof, unless sooner terminated. Termination shall not relieve either party of obligations incurred prior thereto.

2. Termination. This Agreement may be terminated only:

(a) By either party for substantial breach of any material provision of this Agreement by the other, provided due notice has been given to the other of the alleged breach and such other party has not cured the breach within thirty (30) days thereof; or

(b) By the Company if: there is an unacceptable change in the control or management of the Reseller/ Distributor; if a petition in bankruptcy is filed by or against the Reseller/ Distributor, resulting in an adjudication of bankruptcy; or if the Reseller/ Distributor fails to pay its debts as they become due and provided due notice has been given by the Company to the Reseller/ Distributor has not cured such breach within thirty (30) days.

(c) Upon termination of this Agreement all further rights and obligations of the parties shall cease, except that Reseller/ Distributor shall not be relieved of (i) its obligation to pay any money due, or to become due, as of or after the date of termination, and (ii) any other obligation set forth in this Agreement which is to take effect after the date of termination.

ARTICLE VII

NOTICES

1. Notice or Communication. Any notice or communication required or permitted hereunder (other than Administrative Notice) shall be in writing and shall be sent by registered mail, return receipt requested, postage prepaid and addressed to the addresses set forth below or to such changed address as any party entitled to notice shall have communicated in writing to the other party. Notices and communications to Company shall be sent to:

LIGHTSUP NETWORK SOLUTION SDN BHD
Unit 21-02 & 03, Level 21, Tower B,
Vertical Business Suite Avenue 3,
No 8, Jalan Kerinchi, Bangsar South,
59200 Kuala Lumpur.

Notices and communications to Reseller/ Distributor shall be sent to address shown on first page of this Agreement. Any notices or communications to either party hereunder shall be deemed to have been given when deposited in the mail, addressed to the then current address of such party.

2. Date of Effectiveness. Any such notice or communication so mailed shall be deemed delivered and effective seventy two (72) hours or three (3) working business day after mailing thereof in Malaysia.

ARTICLE VIII

GENERAL PROVISIONS

1. Relationship of Parties. The relationship between the parties established by this Agreement shall be solely that of vendor and vendee and all rights and powers not expressly granted to the Reseller/ Distributor are expressly reserved to the Company. The Reseller/ Distributor shall have no right, power or authority in any way

to bind the Company to the fulfilment of any condition not herein contained, or to any contract or obligation, expressed or implied.

2. Independence of Parties. Nothing contained in this Agreement shall be construed to make the Reseller/ Distributor the agent for the Company for any purpose, and neither party hereto shall have any right whatsoever to incur any liabilities or obligations on behalf or binding upon the other party. The Reseller/ Distributor specifically agrees that it shall have no power or authority to represent the Company in any manner; that it will solicit orders for products as an independent contractor in accordance with the terms of this Agreement; and that it will not at any time represent the Company in any manner; that it will solicit orders for products as an independent contractor in accordance with the terms of this Agreement; and that it will not at any time represent orally or in writing to any person or corporation or other business entity that it has any right, power or authority not expressly granted by this Agreement.

3. Indemnity. The Reseller/ Distributor agrees to hold the Company free and harmless from any and all claims, damages, and expenses of every kind or nature whatsoever (a) arising from acts of the Reseller/ Distributor; (b) as a direct or indirect consequence of termination of this Agreement in accordance with its terms; or (c) arising from acts of third parties in relation to products sold to the Reseller/ Distributor under this Agreement, including, but not limited to execution of liens and security interests by third parties with respect to any such products.

4. Assignment. This Agreement constitutes a personal contract and Reseller/ Distributor shall not transfer or assign same or any part thereof without the advance written consent of Company.

5. Entire Agreement. The entire Agreement between the Company and the Reseller/ Distributor covering the Equipment is set forth herein and any amendment or modification shall be in writing and shall be executed by duly authorized representatives in the same manner as this Agreement. The provisions of this Agreement are severable, and if any one or more such provisions are determined to be illegal or otherwise unenforceable, in whole or in part, under the laws of any jurisdiction, the remaining provisions or portions hereof shall, nevertheless, be binding on and enforceable by and between the parties hereto. Any provisions, terms or conditions of Reseller's /Distributor's Purchase Orders which are, in any way contradicting of this Agreement, except those additional provisions specifying quantity and shipping instructions, shall not be binding upon Company and shall have no applicability to the sale of goods by Company to Reseller/ Distributor.

6. Applicable Law. This Agreement shall be governed by the laws of Malaysia and is accepted by Company. All payments hereunder shall be made to Company. Company's rights granted hereby are cumulative and in addition to any rights it may have at law or equity.

7. Separate Provisions. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

8. Service Availability. The Company reserved the rights to discontinue provide the Equipment and services to the Reseller/ Distributor and/or discontinue to carry the Equipment and services, at anytime without prior notice and on absolute discretion. Reseller/ Distributor will not hold any harm to the Company, and the Company will not hold any responsibility for any loss or damages or whatsoever to the Reseller/ Distributor and/ or end users and/or related parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date and year indicated above.

LIGHTSUP NETWORK SOLUTION SDN BHD

[Reseller/ Distributor]

By: _____
(Authorized Officer)

By: _____
(Authorized Officer)