

DISTRIBUTOR AGREEMENT

This agreement entered into the date from 2018/12/1 to 2019/12/31 by and between **CviLux CORPORATION** having its principal place of business at **CviLux CORPORATION** (Supplier) and **Supreme Components Intl Pte. Ltd.** (Distributor); the parties hereby mutually agree to the following terms and condition:

1) Appointment-

Supplier appoints Distributor's yearly basis to serve during the term of this agreement as an authorized distributor of the products within the territory, and distributor accepts such appointment.

2) Definition of products-

The term product shall mean all products offered by supplier generally shown in the supplier catalogue. However products may be added or deleted therefrom by supplier upon 30 days prior written notice to the agent.

3) Definition of territory-

The term territory shall mean the geographic areas known as Singapore, Philippines, Indonesia, and other Southeast Asia market.

4) Responsibilities of distributor-

Distributor shall use its reasonable best efforts consistent with prudent business practice, and shall devote such time as may be reasonably necessary to conduct an aggression-selling program and to promote the sale. In case or other distribution of the products within the territory.

5) Inventory-

Distributor shall use its reasonable best efforts consistent with prudent business practice. To maintain a representative inventory of products is reasonably sufficient quantities to provide reasonably adequate and timely delivery to distributor's customers.

6) Prices, Terms, Confirmation-

- a) Distributor shall solicit and collect orders in the name of CviLux and at the terms and prices in the current price list or according to CviLux's instruction.
- b) All quotation and orders are subject to final acceptance in writing by an authorized representative of CviLux.
- c) CviLux reserves the right to decline to accept any order solicited or collected by distributor or to cancel any order, either in whole or is part, without incurring any liability to distributor for the payment of commission or expenses.
- d). If there are existing projects not Supreme Components designed in projects that CviLux can not quote those.

7) Devotion-

- a) Distributor shall use his best efforts and shall devote such time and personnel as shall be reasonably necessary to promote the sale and use of, and to solicit and take orders for, the products within the territory. Agents shall maintain an office in the territory with their own cost.

- b) Distributor shall not become interested, directly or indirectly, in the manufacture, promotion or sale of any product that competed or conflicts with the products without the prior written permission of CviLux.
- c) Distributor shall provide CviLux with a quarterly written activity report and an annual sales forecast in the form required by CviLux and such other information as may be reasonably requested by CviLux.
- d) Distributor shall notify CviLux whenever distributor takes on additional lines other than those handled by agent on the effective date hereof or whenever distributor relationship is terminated with any other manufacturer which it represent.
- e) Terms of payment. supplier shall invoice distributor upon shipment distributor within 30 days by T/T or Irrevocable, at sight, L/C.
- f) The quotation will always base on the delivery terms of FOB Taiwan, unless otherwise specified.
- g) For the drop shipments and agent-ship projects, the distributor shall deserve the commission 5% quarterly depending on each sales of the invoice value provided the selling prices are confirmed to CviLux official offering price.
- h) Term and termination:
This agreement shall be effective from its date for ONE (1) year/s and shall be automatically renewed from year to year there after unless terminated by either party at the end of any annual term by giving not less than 60 days prior written notices to the other prior to the end of that annual term.

Supreme Components Intl Pte. Ltd

CVILUX CORPORATION

By _____

By  _____

Name Vick Aggarwala

Name Steve Yang

Title President/CEO

Title President/CEO

Date signed _____

Date signed Nov. 27, 2018