



Representation Agreement

This Agreement is by and between:

BitLox Limited (the Principal)

DUNS number: 664236490

incorporated under the laws of Hong Kong

and

(The Ambassador)

Whereas the Ambassador wishes to promote and market the products described in Annex A.

Whereas the Ambassador is willing to engage clients and generate sales of the products on behalf of the Principal in return for a commission, as specified in this agreement.

Whereas the Principal grants the Ambassador the sole rights to promote and represent the Principal in the territories as specified in the agreement.



1. Promotion and Selling Rights

a. The Principal grants the Ambassador the rights to promote and sell the products on behalf of the Principal for an initial period of 36 Months.

b. Should both parties not agree to terminate this agreement at the end of the initial period, as stated in close 1.a, this agreement shall be automatically prolonged for another period of 36 months.

c. The Principal grants the Ambassador exclusivity to act according to this agreement in the following, but not limited to the specified territories - _____ for the duration of this agreement.

d. The Ambassador shall use his best efforts to generate sales of the products for the duration of this agreement. At the request of the Principal, the Ambassador shall furnish the Principal with a reasonably detailed, written report on his efforts to sell the products.

e. The Ambassador may utilize his various contacts in order to promote the Principal's products, including but not limited to, media, TV programs, magazines and newspapers worldwide.

Should the Principal be made aware that new clients have derived specifically from the Ambassador's marketing efforts, then he hereby commits to award the Ambassador commissions as described in Article 4.

This term is valid for the whole period of this agreement and for 24 months from the date of the rightful termination of this agreement. The Principal, for the purpose of fulfilling this clause, hereby commits to undertake all necessary steps to ensure he is fully aware of the origin of interest of any of his new prospective clients.

f. The Ambassador shall clearly identify himself as a duly authorized representation and sales agent of the Principal in the course of his efforts to sell the products on behalf of the Principal and may not sell the products in his own name, unless agreed in specific cases by both parties prior to effecting a specific business transaction.

2. Product Prices

a. The Principal shall determine and shall make clearly noted of the annual selling prices of the products and the Ambassador may only sell the products at the selling price fixed by the Principal. The Principal shall inform the Ambassador of the annual selling price at least 60 days before the following calendar year.

b. The Principal and the Ambassador may decide together to confirm a deal presenting discounted prices, decreased or increased commissions, thus in cases that will require these specific modifications.

In cases of these above modified prices and commissions, each party shall provide the other with a written confirmation for the specific case.

3. Orders

a. The Ambassador shall obtain order confirmation by writing for the products from buyers, signed by or on authorized behalf of the buyers, and remit the orders to the Principal.



b. The Principal shall respect and fulfill all orders submitted by the ambassador and / or its clients and prospects.

If orders could not be respected and goods supplied to clients, the Principal shall provide the Ambassador and its clients and prospect with official and reasonable justification.

If the Principal is not providing the Ambassador with a sufficient and acceptable reasoning, the principal shall compensate the Ambassador with an amount in accordance to the expected commission and client's value.

4. Commission

a. The Principal shall pay the Ambassador a commission of the selling price, exclusive of any taxes, of each order or part of each order of products duly remitted by the Agent in accordance with this agreement which is paid for in full, inclusive any sales taxes and which is not subsequently returned for a refund.

- I. 10 % of the selling price (excl. taxes) of product A
- II. 10 % of the selling price (excl. taxes) of product B
- III. 10 % of the selling price (excl. taxes) of product C

b. The Principal may accept the return of products for a refund or partial refund in its sole discretion.

c. The ambassador may inform and receive confirmation for execution for modified commissions levels exceeding the regular above stated levels, designated for special marketing activities.

c. The respective commission is to be paid to the Ambassador within 15 working days after the full payment for/of the respective product, or part of the product, by the customer.

d. The ambassador is entitled legally and rightfully to receive the respective commission for any sales related to clients and prospects generated or engaged by the ambassador, for the full period of this contract. First orders and repeat orders shall grant the ambassador with the specified commissions levels as specified in Annex A.

e. The commission levels specified in Article 4 shall be practiced for the whole duration of this agreement.

f. The Ambassador is not entitled to any compensation for services performed or expenses incurred in connection with this agreement other than as set out in this agreement, unless both parties decide and agree, by writing, to allocate a specific budget by one or both of the parties specifically.

5. Product Image

The Ambassador shall make its best efforts not to do or permit anything to be done to prejudice the image of the product of the Principal.



6. Confidentiality

Both parties shall keep the each other's business secrets, including but not limited to customer, supplier, logistical, financial, research and development information, confidential and shall not disclose them to any third party during and after termination of the Selling Rights.

7. Termination of Selling Rights

a. If the Ambassador breaks any term of this agreement, the Principal may summarily terminate the Selling Rights 30 working days on notice in writing to the Agent.

b. Upon a rightful termination of the Selling Rights for any reason, the Ambassador shall immediately cease to describe himself as an authorized sales agent of the Principal and shall cease selling the product.

8. Miscellaneous

a. In this agreement, the singular includes the plural and the masculine includes the feminine and neuter and vice versa unless the context otherwise requires.

b. The capitalized headings in this agreement are only for convenience of reference and do not form part of or affect the interpretation of this agreement.

c. If any provision or part of any provision in this agreement is void for any reason, it shall be severed without affecting the validity of the balance of this agreement.

d. There are no representations, warranties, conditions, terms or collateral contracts affecting the transaction contemplated in this agreement except as set out in this agreement.

e. Nothing in this agreement is intended to constitute a partnership or a master and servant relationship or an employer to employee relationship between the parties.

f. This agreement binds and benefits the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

g. Each of the parties shall receive one copy of this agreement signed by both parties.

9. Validity

The parties each hereby execute this agreement as of _____.

Principal

Ambassador

Mr. Dana L. Coe
BitLox Ltd. (HK)
Authorized signature



Annex A



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|-----------|----------------------------|--|---------|
| Product A | BitLox Advanced | | USD 199 |
| Product B | BitLox Ultimate | | USD 299 |
| Product C | BitLox Extreme Privacy Set | | USD 399 |

All prices are exclusive of any taxes or surcharges that may apply.