

Deeper Connect Air Product Network Distributor Authorization and Distribution Cooperation Agreement

Party A: SpeedaAI PTE.LTD

Address: 8 BURN ROAD, #08-10, SINGAPORE 369977 SG

Contact Person: [Contact Person's Name]

Telephone: [Contact Number]

Party B: [Distributor's Name/Individual's Name]

Address: [Distributor's Address]

Contact Person: [Contact Person's Name]

Telephone: [Contact Number]

Email: [Email Address]

Background:

Party A is the authorized agent for the Deeper Connect Air product, manufactured by Deeper Network Inc., in Asia. Party B desires to become an authorized secondary network channel distributor for Party A, responsible for selling Party A's products within a designated area. Party B may be a company or an individual. Both parties, adhering to principles of equality and mutual benefit, have reached the following agreement through friendly negotiations:

Article 1: Authorization Scope

1. Party A authorizes Party B to sell Party A's Deeper Connect Air products within the designated area of [Designated Area].
2. Party B shall not sell Party A's products outside the authorized area and shall not transfer the authorization to any third party without Party A's written consent.

Article 2: Distributor Obligations

1. Party B shall comply with Party A's sales policies and pricing system and shall not arbitrarily reduce or increase prices.
2. Party B shall actively promote Party A's products and complete the sales tasks stipulated by Party A.
3. Party B shall regularly provide sales reports and market feedback to Party A.

Article 3: Party A's Obligations

1. Party A shall promptly provide Party B with product information, technical support, and training.
2. Party A shall ensure product quality and provide necessary after-sales services.
3. Party A shall supply products to Party B on time to ensure product availability.

Article 4: Security and Privacy Clauses

1. Party B shall ensure compliance with relevant laws and regulations during sales and promotion, protecting users' privacy and data security.
2. Party B shall not collect, store, use, or disclose users' personal information without explicit user consent.
3. Party A shall provide necessary technical support to help Party B ensure product security and user data privacy protection.
4. Both parties shall jointly develop and implement security and privacy protection measures, conducting regular security reviews and risk assessments.

Article 5: Intellectual Property Protection

1. Party A owns all intellectual property rights to its products, including but not limited to patents, trademarks, copyrights, and trade secrets.
2. Party B shall not infringe upon Party A's intellectual property rights and shall not arbitrarily copy, imitate, or reverse engineer Party A's products.
3. Party B shall respect Party A's trademarks and brand image and shall not arbitrarily use or modify Party A's trademarks and brand.
4. Party B shall clearly indicate the source of Party A's products during sales and promotion, ensuring that Party A's intellectual property rights are not infringed.
5. If either party discovers intellectual property infringement, they shall promptly notify the other party and take necessary measures to stop the infringement.

Article 6: Product Returns and Exchanges

1. Party B has the right to apply for returns or exchanges if the products have quality issues or do not meet the contract terms.
2. Party B shall apply for returns or exchanges within [X] days of discovering the product issue and provide relevant proof.
3. Party A shall review the return or exchange application within [X] days of receipt and decide whether to approve the return or exchange based on the review results.
4. If Party A approves the return or exchange, it shall complete the return or exchange procedures within [X] days and bear the related costs.
5. Party B shall properly store the returned or exchanged products, ensuring they are intact, and return them as required by Party A.

Article 7: Individual Distributor Responsibility Clauses

1. Individual distributors shall comply with all of Party A's distribution policies and regulations, fulfilling the same obligations as corporate distributors.
2. Individual distributors shall ensure their personal conduct complies with relevant laws and regulations and shall not engage in any illegal activities.
3. Individual distributors shall properly store the products and materials provided by Party A and shall not arbitrarily transfer or disclose them.
4. Individual distributors shall bear all costs and risks arising from distribution activities, including but not limited to taxes, transportation fees, and insurance fees.
5. Individual distributors shall clearly indicate the source of Party A's products during sales and promotion, ensuring that Party A's brand image is not damaged.

Article 8: Market Promotion Responsibilities

1. Party B shall develop a detailed market promotion plan and submit it to Party A for review.
2. Party B shall comply with Party A's brand image and promotional strategies during market promotion and shall not arbitrarily modify or use Party A's trademarks and brand.
3. Party B shall actively participate in market promotion activities organized by Party A and provide necessary support and assistance.
4. Party B shall regularly report market promotion progress and results to Party A and adjust based on Party A's feedback.
5. Party B shall ensure the legality and compliance of market promotion activities and shall not engage in any illegal or unfair competition.

Article 9: Product Pricing and Rebates

1. Party A shall provide the suggested retail price for the products, and Party B shall sell the products at the suggested retail price without arbitrarily adjusting the price without Party A's written consent.
2. Party A may provide a certain percentage of rebate rewards to Party B based on market conditions and sales performance.
3. The rebate percentage and calculation method shall be determined by Party A based on specific circumstances and settled at the end of each quarter.
4. Party B shall handle the rebate rewards according to Party A's requirements and provide relevant proof.
5. Party A has the right to adjust the rebate policy based on market changes and sales conditions and shall notify Party B in advance.

Article 10: Channel Discount Code

1. Party A shall issue a unique channel discount code to Party B upon successful review.
2. The channel discount code shall be valid for the duration of the agreement.
3. The channel discount code corresponds to the channel rebate setting, and Party A has the right to adjust the rebate setting.

Article 11: Agreement Term and Termination

1. This agreement shall be valid for one year, from [Start Date] to [End Date].
2. Party B may apply to terminate the agreement 30 days before the expiration date, provided all business activities are completed.

Article 12: Breach of Contract

1. If either party violates the terms of this agreement, the other party has the right to terminate the agreement and seek compensation for losses.
2. The breaching party shall correct the breach within [X] days of receiving the breach notice and compensate the other party for any losses incurred.

Article 13: Dispute Resolution

1. Any disputes arising during the performance of this agreement shall be resolved through friendly negotiations between the parties.
2. If negotiations fail, either party may submit the dispute to [Designated Arbitration Institution] for arbitration, and the arbitration award shall be binding on both parties.

Article 14: Application Review and Terms Acceptance

1. Party B shall ensure that all information provided in the application is true, accurate, and complete.
2. By submitting the application, Party B agrees to and accepts all terms of this agreement.
3. Party A has the right to review Party B's application and decide whether to grant distributor qualifications based on the review results.
4. Party B shall cooperate with Party A's review process and provide necessary supplementary materials and information.

Article 15: Miscellaneous

1. This agreement shall become effective upon Party B's successful application review and receipt of a confirmation notification email from Party A.
2. Any matters not covered in this agreement shall be separately agreed upon by both

parties, and the supplementary agreement shall have the same legal effect as this agreement.

Party A:

Signature: ____

Date: __

Party B:

Signature: ____

Date: __

SpeedaAI Confidentially