**DISTRIBUTORSHIP AGREEMENT**

This Agreement is made and entered into as of May 1st, 2021(the “Commencement date”) by and between Metariver Technology, Co., Ltd. at C-716, SK-V1-GL-Metrocity, Beobwon-ro 128, Songpa-gu, Seoul, 05854, Korea (the “Developer”), and *company name* at *company address* (the “Distributor”).

RECITALS

1. The Developer is engaged and operates in the design and production of certain products (including computer software) and is the sole, absolute and exclusive Owner of the Software (including the intellectual property rights) and the Confidential Coded Data. The Developer wants to appoint the Distributor in the Territory and elsewhere to license, sub-license, market and support the Software.
2. The Distributor is engaged in and carries on the business of marketing, sales activities and wishes to acquire from the Developer the distributorship to carry on such business with respect to the Software in the Territory.

NOW IT IS HEREBY AGREED AS FOLLOWS:

DEFINITIONS

1. In this agreement the following expressions shall have the following meanings:

Commencement date means the date of the execution of this agreement by the Parties.

Confidential Coded Data means the source code and the object code (and updates) and supporting documentation relating to the Software which are and shall be essential for the creation, understanding, maintenance, enhancement and modification of the Software but which are not required for its ordinary use in accordance with the Agreement.

Dealers means the Dealers duly appointed and licensed by the Distributor under and in accordance with the terms and conditions of an agreement between the Dealer and the Distributor to market and sub-license the Software to End Users in the Territory and elsewhere in the world where the Distributor shall be entitled to operate under this agreement.

End Users means the End Users of the Software who or which shall be licensed to use the Software in accordance with the terms and conditions of a license agreement (the End User Agreement) between the End User and the Distributor in the Territory and elsewhere in the world where the Distributor shall be entitled to operate under this agreement.

Floating License means a license which permits Products to be available to multiple End Users through a local area network if only one user may access the Products at any given time. The Products may not be transferred from one computer to another over the network. Upon the transfer of existing Products to a newly designated machi/ne, the End User is required to delete the Products from the former machine.

Licensing rights means the rights to license, sub-license, market, advertise and support the Software, to appoint and license the Dealers and End Users and to fully use, license and sub-license the intellectual property rights for the purpose of this agreement.

Intellectual property rights mean all the trademarks, trade names, copyrights, and other intellectual property rights which may be embodied in the Software at the commencement date and afterwards from time to time.

Owner means the incorporated Company which is described in the recitals to this agreement and referred to there as the Owner.

Products means the products which are named in the First Schedule and which form the part of the Software.

Product License Fees means the prescribed Product License Fees payable by the Distributor to the Owner for the licensing and distribution of the Products and as defined more particularly the Fourth Schedule.

Software means the software, manuals and all documentation and products (and any part thereof) which are listed in the First Schedule; also, all additions and amendments to, and variations and enhancements of the Software which may by released from time to time.

Term means the period of the currency of this agreement commencing on the commencement date and terminating in accordance with this agreement.

Territory means all the countries and places which are listed in the Second Schedule under the heading of the Territory.

RELATIONSHIPS OF THE PARTIES

1. The relationships of the parties to each other under this agreement during the Term shall be principal to principal. Neither party shall nor be deemed to be an agent of the other. Except as provided in this agreement the Owner and the Distributor shall not incur any liability on behalf of the other party or in any way pledge the other party’s credit or accept any order or make any contract binding upon the other party without the Owner’s or Distributor’s (as the case may be) prior written consent. The parties are independent contractors. This agreement shall not create any relationship of partnership, agency, employment or joint venture.

NATURE AND GRANT OF DISTRIBUTORSHIP

1. The Developer hereby grants to the Distributor and the Distributor hereby agrees to accept and undertake:
   1. non-exclusive licensing rights in the Territory
   2. a right to reproduce, use and distribute copies of the Software strictly for the purpose of this agreement.
2. The Developer shall not, while this agreement shall be in force, itself nor through agents, representatives nor third parties, exercise any licensing rights nor sell nor deal in, nor directly support nor advertise nor publish any press release of any kind concerning the Software in the Territory, without the prior consent of the Distributor.

RESPONSIBILITIES AND UNDERTAKINGS OF THE DISTRIBUTOR

1. The Distributor shall use its best endeavors to:
   1. Actively promote and market the Software in the Territory.
   2. Establish and maintain an advertising program of and for the Software.
   3. Participate in trade shows and seminars which promote the Software.
   4. Provide local technical and product support services to Dealers and End Users.
   5. Maintain and demonstrate proficiency in the demonstration of the products comprised in the Software.
   6. If the Distributor determines it is necessary, promptly translate product materials, menus, message displays and prompts, test files on disk, tape or other forms of computer data storage, as they relate to the Software into the local language. Such product translations shall be provided to the Developer at no charge. Any such product translations (and all rights of copyright) shall be and remain the property of the Developer.
2. The Distributor shall be responsible for the following:
   1. The printing and distribution of the Software sales literature and products news release to the Dealers; also, the local printing of product documentation and associated materials. Such documentation and materials shall meet or exceed any prescribed quality standards of the Developer.
   2. The appointment of suitably qualified Dealers to market and sub-license the Software pursuant to the terms and conditions of an agreement between the Distributor and the Dealer.
   3. Costs of shipping, insurance, documentation, bank charges, taxation and any other fees and costs which shall relate directly to the licensing and marketing of the Software under this agreement.
   4. To provide the Developer with technical and legal documentation that is exchanged between the buyer and the distributor. (Including contract and purchase order with customer charge price)
3. The Distributor undertakes and warrants.
   1. to use its best endeavors to diligently carry out and exercise the licensing rights granted under this agreement in the Territory.
   2. that to the best of the Distributor’s knowledge and belief it is entitled absolutely and without any restriction in its own constitution to enter into this agreement.
   3. not to market nor to deal with the Software in any way with any party so as to bring the Software or its name into disrepute or otherwise affect its marketability by the Developer or others.
   4. to meet the Performance Targets set forth in the Third Schedule.
   5. At the beginning of each quarter, once a quarter, report the sales situation and plans to the Developer.
4. The Distributor shall be responsible for ensuring that the Software shall not infringe and that it complies with all rules and regulations laid down by any regulatory body, association or other kind of institution which may be empowered to regulate the Software in any way in the Territory and elsewhere where the Distributor shall be entitled to operate under this agreement.

LICENSE TO END USERS

1. The Distributor shall ensure that prior to the delivery of the Software to any End User that such End User shall enter into an End User Agreement.

RESPONSIBILITIES AND UNDERTAKINGS OF THE DEVELOPER

1. Subject to the rights of the Distributor under this agreement the Developer shall during the Term.
   1. Furnish to the Distributor samples of all its promotional literature, manuals and any other published materials relating to the Software which the Distributor shall be entitled to reproduce and/or modify for its purposes.
2. For the purpose of and pursuant to this agreement and so that the Distributor may effectively and satisfactorily carry out and exercise its licensing rights and meet all its obligations to the Dealers and End Users the Developer undertakes hereby.
   1. immediately to pass to the Distributor all leads or enquiries relating to the Software which it may receive from Distributors, Dealers, End Users or others in or proposing to operate in the Territory and elsewhere the Distributor shall be entitled to operate under this agreement.
   2. to provide the Software support to the Distributor and its employees free of charge including an immediately available service for the Distributor with telephone or other access to the Owner’s suitably qualified personnel during the Developer’s normal office hours.
   3. to create, maintain, update, enhance and upgrade the Software at its own cost.
   4. to provide the Distributor with any other document which the Developer may publish from time to time relating to the Software; any such documents shall be provided as soon as they are released to the Developer’s employees.
   5. to resolve and remedy satisfactorily and within a reasonable time, any defect or bug in the Software upon its discovery by the Developer or the Distributor or any other interested person; as soon as practically possible to replace each Software disk, tape or other form of computer data storage (as the case may be) with one incorporating any corrections.
   6. to continue to develop, upgrade and enhance the Software to maintain its competitiveness and marketability and upon completion of such development or enhancement the same shall form part of the Software.
   7. to provide the Distributor at mutually agreed intervals or at such reasonable times or at the request of the Distributor with information concerning the Software, enhancements, current developments, support relating to demand, ultimate users and customers, the activities of competitors and any such other matters and information in any way relating to the performance of this agreement.

DEVELOPER’S WARRANTIES

1. The developer warrants:
   1. Developer warrants to and for the benefit of the Distributor that the Software delivered shall be prepared with reasonable care and diligence and of merchantable quality. Developer shall exercise commercially reasonable efforts to correct any defect or errors in the Software.
   2. That the Developer shall continually ensure the Software reflect any modifications required or directed by any such bodies, associations or institutions.
   3. That to the best of the Developer’s knowledge and belief, the Developer is entitled absolutely and without any restriction in its own constitution or of any third party to enter into this agreement.
   4. That there are no statues, regulations or other kinds of rules which may regulate or affect this agreement or any part of it in any way which have not been disclosed to the Distributor by the Developer in writing prior to the commencement date.
   5. Distributor shall include in its Agreement with Dealers appropriate terms to implement the foregoing provisions with respect to returns.

PRODUCT LICENSE FEES

1. The Product License Fees (expressed and payable in USD) to be made by the Distributor to the Developer shall be as listed and defined in the Fourth Schedule, otherwise, as changed from time to time by the Developer to reflect market changes and circumstances.
2. All exchange, interest, banking, wire transfers and other charges from Indian territory shall be at distributor’s expense. And all exchange, interest and other charges over Korean territory shall be at developer’s expense.
3. The product license fee Price does not include any state, or local governmental taxes that may be applicable to the Products in the Territory or otherwise. Including without limitation excise, sales, use, value-added taxes or other taxes, tariffs or duties distributor shall be responsible for and shall pay such taxes and charges.
4. The Product License Fees may be changed from time to time by the Developer upon sixty(60) days written notice of any proposed change to the Distributor. The Developer undertakes to receive and to consider reasonably any written representations of the Distributor in connection with any proposed change of any Product License Fee prior to implementation.

PURCHASES AND SALE OF THE PRODUCTS

1. Inquiries from Outside the Territory. Distributor shall promptly submit to the Developer, for Company's attention and handling, all inquiries received by Distributor from customers outside the Territory. All inquiries shall be submitted to the Developer by email within five (5) business days.

TRADEMARKS, COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

1. The Distributor acknowledges that the intellectual property rights are, shall be and shall remain the property of the Developer. Subject to the terms of this agreement the Distributor shall not at any time during the Term nor after any expiry or termination of this agreement question in any way or dispute the ownership by the Developer of such rights.
2. The Distributor shall be permitted to use the name, logo and any trademarks of the Developer for all proper purposes in connection with its licensing rights.
3. The Distributor shall undertake that all uses of the trade name, logo and trademark of the Software or any product shall carry the trademark legend™ and shall include the statement:

“SAMADII” is trademark of Metariver Technology, Co., Ltd., Korea

TERM

1. This agreement and all the obligations and provisions shall commence and take effort on the commencement date and shall endure for a period of two years from the commencement date; and
2. Thereafter, if not exercised under this Agreement, this Agreement will continue to be extended annually in India on the same terms and conditions. Changes or destruction of the contract can be filed within 30 days of the contract's expiration date.

TERMINATION OF THIS AGREEMENT

1. Notwithstanding any other provision herein contained this agreement may be terminated by notice in writing:
   1. The term of this Agreement shall be for two years from the date of commencement.
   2. Either party may terminate this Agreement if the other party commits a material breach of any of the terms hereof and such breach remains unremedied thirty(30) days after written notice of such breach has been furnished to the party in breach by the other party.
2. If the other party makes a general assignment for the benefit of creditors, or transfers all or substantially all of its assets to a receiver or a trustee in bankruptcy.
3. If a proceeding is commenced by such other party for relief under bankruptcy or similar insolvency laws,
4. If a proceeding is commenced against such other party for relief under bankruptcy or similar laws and such proceeding is not dismissed within sixty(60) days, or
5. If the other party is adjudged insolvent or bankruptcy,
6. If ownership or control of either party(company) is to be substantially changed.
   1. IF the Distributor has not met the performance targets or all obligations under this Agreement including those obligations duly notified to the Distributor under provision 23(b), the Developer shall exercise its right to terminate this Agreement.

1. Upon termination of this Agreement for any reason, Distributor's obligations to be paid under the completed End User Agreement will remain in effect for the term of that Agreement. This also includes the obligation to pay the developer for product license fees (including Performance Targets in Third Schedule) of the Distributors involved in this Agreement.
2. The termination of this Agreement shall be without prejudice to the rights of the parties under this Agreement accrued up to the date of such termination. The Distributor shall have the right to fulfill all or any of the existing contracts and orders relating to the Software upon the termination of this Agreement.

RIGHTS AND DUTIES ON TERMINATION

1. Upon the termination of this Agreement pursuant to this Agreement the parties shall have the following rights and duties.
   1. The Owner shall continue to fill all or any orders placed by the Distributor for the period of ninety (90) days following the date of the written notice of termination subject to suitable payment arrangements which may include payments in advance;
   2. Subject to the preceding clause and to any other rights of the Distributor on termination:
      * 1. the Distributor shall deliver up current active dealer agreements, third party agreements, end user agreement, advertising and promotion materials and any other items that would enable the Developer to smoothly carry forward the business created by the Distributor for the Software under the “product” trade name.
        2. the Distributor shall deliver up to the Developer at its cost all property of the Developer in its possession including the Software, documentation translated into languages other than English; and
        3. the Distributor shall cease to use or license or sub-license or deal with the Software in any way and shall deliver up or destroy as instructed in writing by the Developer all copies (in whatever form) of the Software; and
        4. the Distributor shall cease to hold itself out to be a Distributor with licensing rights and to be entitled to the use of the name, logo and trademark of the Developer in relation to the Software.
   3. Upon and after termination of this Agreement the Developer shall its best endeavors to fully carry out and exercise licensing rights effectively and satisfactorily in relation to and for the benefit of the Dealers and End Users.

ASSIGNMENT

1. This Agreement shall not be assigned by the Developer and the Distributor without the prior written consent of the other party.
2. If the ownership or any other control of the Developer or the Distributor shall change during the Term the Developer and the Distributor undertake hereby to make all reasonable endeavors to procure that all the obligations of the respective Parties under this Agreement shall be complied with and fully honored.

EDUCATION AND TRAINING

1. The Developer shall permit personnel of the Distributor to train with the Developer’s personnel at a location to be agreed between the parties to enable the Distributor to fully understand the Software and to keep the Distributor fully informed of all developments to the Software. Such training shall be free of charge to the Distributor.
2. The Developer shall for all upgraded enhanced or new software developed and/or released by the Owner provide similar free of charge training if required by the Distributor.
3. The Developer shall use its endeavors to make available additional training at the Distributor’ request if:
   1. the circumstances reasonably warrant and justify such training; and
   2. if such training shall be reasonably required by the Distributor to fulfils its obligations under this Agreement, to effectively and satisfactorily carry out and exercise its licensing rights under this Agreement and to support and to continue to support the Dealers and End Users.

CONFIDENTIAL INFORMATION

1. The parties shall have disclosed and may from time to time disclose to the other party confidential information relating to the Software, the licensing, distribution, marketing or supporting of the Software and the business of the Developer and the Distributor.
2. Each party hereby agrees and undertakes that it shall use such confidential information solely for the purposes of this Agreement and that it shall not disclose, whether directly or indirectly, to any third party such information other than as required to carry out the purposes of this Agreement.
3. Where disclosure shall be essential the relevant party shall, prior to any disclosure, obtain from such third party or parties a duly binding deed or written agreement to maintain in confidence and keep secret the disclosed information to the same extent at least as the parties are bound under this Agreement.

NOTICE

1. Any notice which shall be required or given under the terms of this Agreement or required by statute law or regulation shall (unless otherwise provided) be in writing.
2. Notice shall be delivered in person, sent by ordinary mail, recorded or mail or air mail (properly posted and fully prepaid) or sent by facsimile or e-mail.

AGREEMENT

1. This Agreement and the Schedules comprise the entire agreement between the parties. No modification or amendment shall be binding upon the parties unless made in writing and signed by the parties. A Waiver of any breach, the acceptance of any order inconsistent with the terms of this Agreement, or the making of deliveries pursuant to such order, shall not constitute or effect a modification of this Agreement. Each party shall be responsible for its own costs incurred in connection with the completion of this Agreement.

LAW

1. The parties agree that this Agreement and its provisions shall be construed in accordance with the laws of Korea.
2. If any portion of this Agreement shall be held invalid or unenforceable for any reason the remaining portion shall continue in full force and effect as if the Agreement had been executed with the invalid portion eliminated.

SCHEDULES

1. The Schedules with are referred to in this Agreement and which form part of the Agreement are:

a. First Schedule The Product

b. Second Schedule The Territory

c. Third Schedule The Performance Target

d. Fourth Schedule The Product License Fees

1. With the written prior agreement of the Parties at any time after the commencement date and from time to time:
   1. The whole or any part of any of the Schedule may be amended, deleted, expanded or modified in any way; and
   2. A Schedule or Schedules may be added to the Agreement

FIRST SCHEDULE

SOFTWARE PRODUCTS

(Licensing rights in the Territory)

Software Product Name

SAMADII / SCiV

SAMADII / DEM

SAMADII / EM

SAMADII / Plasma

Additions and amendments to, and variations and enhancements of the above Software Products which may be released from time to time. Including all Manuals, Handbooks and Documentation referring to or relevant to the installation use and maintenance of the above.

SECOND SCHEDULE

THE TERRITORY

India

THIRD SCHEDULE

The Performance Target

FOURTH SCHEDULE

The Product License Fees

From May 1st, 2021 to April 30th, 2023

In the case that the Distributor is only engaged in sales activities;

Software End User Price Net to Metariver Technology Co., Ltd

SAMADII / SCiV 15,000 UDS 12,000 USD

SAMADII / DEM 15,000 UDS 12,000 USD

SAMADII / EM 15,000 UDS 12,000 USD

SAMADII / Plasma 15,000 UDS 12,000 USD

In the case that the Distributor provides all services including sales, technical support and user training;

Software End User Price Net to Metariver Technology Co., Ltd

SAMADII / SCiV 15,000 UDS 7,500 USD

SAMADII / DEM 15,000 UDS 7,500 USD

SAMADII / EM 15,000 UDS 7,500 USD

SAMADII / Plasma 15,000 UDS 7,500 USD

Note)

. The present Product License Fees include a one-year free support and maintenance.

. All of the license type is annual lease and floating one.