

THIS Distributor AGREEMENT (the “Agreement”) is entered into this day of 21/11/ 2023 (the “Effective Date”) by and between **Adlis Smart / Weiyin Technology Co.,Ltd with International Register Number: 91440300MA5DNLH174 / Adlis/Vpl-Production LTD with Register Number: 514030477**, a corporation duly organized under the laws (**International Laws**) whose principal place of business is located at **Asher 1 - 29000 Kiryat Yam/Shenzen China (“Adlis”)** and, whose principal place of business is located at (“.....”) and/or the **"Official Distributor"** (each, a **"Party"** and together, the **"Parties"**).

WHEREAS, Adlis / Weiyin hereby declares that it is the inventor, developer and / or producer of the Products, Smart Benches-Smart Table-Smart Charger / Smart Security and Trash / Smart Containers / Smart Home and others as detailed in the Adlis / Weiyin brochure attached hereto as Annex A. (the "Products") and that it is the rightful owner of most of its Licensed products: (Patent / Copyright / Intellectual Property) with full protection for our distributors if another company copies and installs it without our permission. We legitimately have the sublicense and distribution rights of some Products that are manufactured and copied by other factories because they do not have any patented documents. That said Products (Which are very few in our catalogs and we send after signing which products are) do not infringe the intellectual property rights of any third party and that it has all the necessary power and has no impediments to enter into this agreement and the compliance with the commitments detailed below.

WHEREAS, the Parties are interested in collaborating for the purposes of promoting and selling **Adlis/Weiyin Products** in the territory of (**Territory**); and

WHEREAS, Adlis/Weiyin wishes to grant and **COMPANY** wishes to obtain the sole and Official Distributor rights and licenses with respect to the marketing, promoting, selling and servicing Adlis’ Products in Territory, under the terms and conditions hereof.

NOW, THEREFORE, in consideration of their mutual promises and joint agreements herein contained, the parties hereto agree as follows:

1. Grant of No-Exclusive Distribution Rights and Product Identification

- 1.1. Subject to the terms and conditions of this Agreement, **Adlis/Weiyin** hereby grants **COMPANY** an No-Exclusive, non-transferable right and license, to promote, market, sell, distribute, and provide support services to the Products within the territory of **Territory** (the “**Territory**”). Upon signing this Agreement, **COMPANY** shall become the official Distributor of **Adlis/Weiyin Products** in **Territory**.

- 1.2. In keeping with the above, **Adlis/Weiyin** shall be prevented and shall not independently or through any third party, whether directly or indirectly, advertise, solicit, promote, sell or provide support services for the Products, including enabling any of the foregoing, within **Territory** other than through **COMPANY**. If any third party, including a company or individual, contacts **Adlis/Weiyin**, with respect to the Products in connection with **Territory**, **Adlis/Weiyin** will direct them to **COMPANY**, its Official Distributor for **Territory**.
- 1.3. Any Products purchased by **COMPANY** under this Agreement, will be identified with both the **Adlis/Weiyin** logo as the manufacturer of the Product, and next to it, **COMPANY** logo, as the official Distributor. The respective logo designs of both **Adlis/Weiyin** and **COMPANY** are attached hereto as an integral part of the Agreement and marked **Annex A**.

2. Purchase of Product Models

- 2.1. The Distributor agrees to purchase **(8 to 10) Pcs** to be used for marketing purposes and/or sales according to the models and prices for Distributor detailed in the catalog attached hereto as an integral part of the Agreement and marked as **Annex B** (Catalog, Photos, designs, Features, prices, technical data Sheet, Installation data Sheet etc.) (the “Product Models”).

3. Representations and Warranties of Parties

- 3.1. Each Party hereby represents and warrants as follows:
- 3.1.1. **Status.** It is a corporation, duly organized, validly existing and in good standing under the laws of the state of its incorporation.
- 3.1.2. **Authorization.** All actions on its part which are necessary for the authorization, execution, delivery and performance of this Agreement, have been duly taken by it, and this Agreement is its legal, valid and binding obligation, enforceable against it in accordance with its terms.
- 3.1.3. **Licenses, Permits and Approvals.** It has, and will have, all the licenses, permits, authorizations and approvals required pursuant to the law, relevant authority or any agreement, for performing its obligations pursuant to this Agreement.
- 3.1.4. **Review of Documents.** It has independently acquired, reviewed, examined and evaluated and has familiarized itself with all the provisions of this Agreement, and other factors that may affect the carrying out of its obligations hereunder, and confirms that the timely performance of its obligations pursuant to this Agreement is feasible and practicable.
- 3.1.5. **Assignment.** It shall not assign, transfer or pledge any or all of its rights and obligations pursuant to this Agreement, including to subcontractors, without the prior written consent of the other Party, which shall not unreasonably withhold its consent, other than for reasonable grounds to be specifically stated in writing, including its rights under this Agreement being hindered.
- 3.1.6. **Conflict of Interest.** it hereby warrants that the signing and execution of this Agreement does not conflict with, create legal impediments under, or breach the terms of any other agreement that it is a party to and/or any applicable laws and regulations.

3.1.7. No Employee Relationship.

3.1.7.1. The relationship of the Parties is that of distributor and supplier / manufacturer, each party operates as an independent contractor so there is no relationship of agency or employee, partner, joint venture, franchise, or legal representative between the Parties. However, if a competent court in Israel for a complaint filed by Adlis / Weiyin Corp (Being an Israeli / Chinese company) determines a ruling that could exist in relation to employer-employee between the Parties and / or any of their staff and / or employees, the Parties agree to refer the judgment or dispute to the DIFC Courts 'Jurisdiction of Choice For Regional Dispute Resolution' for finding a solution to the dispute.

3.1.7.2. Neither Party shall have the right or authority to make any representations, or undertake any undertakings or warranties, on behalf of the other Party, or to bind the other Party in any respect whatsoever, nor shall either Party represent itself as authorized to do any of the aforesaid in the name or on behalf of the other Party. Any representation to the contrary will constitute a material breach of this Agreement.

4.2.1. **Compliance with Laws and Applicable Standards.** It shall comply at its sole cost and expense with all applicable laws as may be updated and/or amended from time whether they are expressly mentioned in the Agreement or not, with particular attention to such laws that may affect the manufacturing and supply of the Products.

4.2.2. Intellectual Property Review.

4.2.2.1. the execution of the Agreement or any part thereof by it or anyone on its behalf, shall not involve an infringement of any intellectual property right of any third party.

4.2.2.2. it is the rightful owner and/or has in its possession a license to use all intellectual property rights, including data, know-how, software, modules, records, reports, plans, drawings, documents or other information ("Documents"), components, patent rights and copyrights of the Product and/or related thereto, and including.

4.2.2.3. Should any such breach and/or infringement occur or be alleged or in the event any defect and/or failure of the Products, it shall: (i) fully indemnify **COMPANY** for any damage or cost it may incur as a result thereof, including due to claims by **COMPANY** clients or any third party; (ii) do whatever is necessary to obtain, for its account, a license covering the Products and all its components, parts, hardware and software and/or modifying the Products and/or the infringing software and/or hardware and/or component so that Products becomes non-infringing without compromising the principal functions of the Products, to ensure **COMPANY** and **COMPANY** client's ability to continue to use the Products and **COMPANY** ability to adhere to its undertakings and pursue its rights under the Agreement.

4.2.2.4. It hereby grants **COMPANY** the non-exclusive, royalty-free right to copy, use and reproduce such Documents for any purpose connected with the use and maintenance of the Products (such right to copy and reproduce Documents and use of Product is transferable).

4.2.3. **Delays.** Upon becoming aware of any setback or delay in the supply of the Products and/or execution of any of its obligations, **Adlis/Weiyin** shall immediately notify **COMPANY** in writing, and shall employ, at its sole responsibility and expense, all mitigation measures to minimize the delay and its consequences.

4.3. Without derogating from the above, **COMPANY** hereby further declares as follows: **COMPANY** agrees to comply with all federal, state, local and foreign laws, constitutions, codes, statutes, and ordinances of any governmental authority applicable to **COMPANY** and its activities under this Agreement with respect to the Products, including all applicable import control laws and regulations. **COMPANY**, agrees to take all such further acts and execute all such further documents as **Adlis/Weiyin** reasonably may request in connection with such compliance.

4. Works Management

- 4.1. On or near the Effective Date, each of the Parties shall appoint a project manager, who shall serve as the primary contact person of such Party with respect to the Agreement. having the authority to bind the relevant Party and conduct any action on their behalf with respect to any matter related to this Agreement (the “**Representatives**”).
- 4.2. The Representatives shall be available to the other Party Sunday through Thursday during working hours.
- 4.3. Each Party shall ensure that if its designated project manager is unable to continue in such capacity, for any reason, it shall provide a replacement with at least the same qualifications.

5. Duration of Agreement

This Agreement shall become effective on the Effective Date for a period of 24 months (the “**Initial Contract Period**”), and will be automatically renewable for additional periods of twelve (12) months (the “**Additional Contract Period**”), unless prior notice stating the contrary is sent by one Party to the other Party no less than sixty (60) days prior to each respective termination date of the Initial Contract Period or any Additional Contract Period, if extended, unless terminated earlier by **Adlis/Weiyin** due to breach of its intellectual property rights by **COMPANY** and/or in accordance with the contractual provisions provided herein.

6. Purchase Orders. Competitive Procurement Process Cooperation

- 6.1. To facilitate the sales of Products to **COMPANY** clients, the Parties shall cooperate with regard to the issuance of Purchase Orders with respect to the purchasing of Products, including the Product Models (“**Purchase Orders**”). Purchase Orders issued by **COMPANY**, shall specify the certain Products to be delivered thereunder, the requested delivery date, and the applicable part of the consideration with respect to same (the “**Purchase Order**” and “**Purchase Order Price**” respectively). **COMPANY** intends to issue the first Purchase Order with respect to the **Samples Products (8 to 10 Products)**, within thirty (30) days of the Effective Date.

- 6.2. **Adlis/Weiyin** hereby undertakes to assist and cooperate with **COMPANY** in the pursuance of competitive procurement processes and/or tenders (public or private) the purpose of which is to sell the Products to such prospective clients, such assistance shall include the provision of any required documentation per the requirements of any such process, signed or otherwise, and/or designated personnel to assist in any such procurement process, all to enable Partner to competitively compete and/or participate in any such proceeding.
- 6.3. All Purchase Orders will be furnished by **COMPANY** to **Adlis/Weiyin** and shall be subject to acceptance in writing by **Adlis/Weiyin**, which shall not refrain from providing such confirmation in a timely manner, and in any event on later than seven (7) days from receipt of said Purchase Order, other than for reasonable grounds, set forth in writing and provided to **COMPANY**. It is clarified that a Purchase Order shall be deemed to have been accepted even if **Adlis/Weiyin** does not issue a written confirmation within the above timeframe, unless **Adlis/Weiyin** provides written evidence to the contrary within the said timeframe.
- 6.4. Acceptance of a Purchase Order shall be done by means of issuing a written confirmation by **Adlis/Weiyin** as aforesaid, specifying, at least, the certain Products to be delivered thereunder, the delivery date, the applicable part of the Consideration with respect to same, the destination of delivery and any other pertinent information it deems fit for this purpose
- 6.5. Upon acceptance by **Adlis/Weiyin** of a Purchase Order as aforesaid, such Purchase Order shall be binding upon **COMPANY** for all intents and purposes including payment. Conflicting, inconsistent, or additional terms or conditions contained in any Purchase Order submitted by Distributor in contradiction to this Agreement, shall not be binding unless **Adlis/Weiyin** specifically accepts such terms or conditions in writing
- 6.6. Products shall be supplied in accordance with the relevant Purchase Order, no later than the date or dates specified therein, and the terms of this Agreement shall apply, mutatis mutandis, with respect to same.
- 6.7. All expenses arising out of the change or cancellation of an order after acceptance by **Adlis/Weiyin**, including the reasonable cost of diversion, cancellation or reconsignment of shipments, shall be paid by **COMPANY** to **Adlis/Weiyin** on demand subject to such demand providing proof by means of sufficient official Distributor supporting documentation.

7. Consideration

- 7.1. The purchase price of the Product, including the Product Models, will be quoted and paid in US dollars to **Adlis/Weiyin** at the address specified in the invoice (CIF PRICES).
- 7.2. The prices for the Products, including the Product Models, shall be the prices quoted for the Distributor as detailed in the catalog attached hereto (Example: 1PC distributor catalog price Model WYC1802 = 1700USD/ Distributor price for WYC1802 = 1500USD).
- 7.3. The prices (including the Purchase Order Price) for the purchase of the Products (including the Product Models), are inclusive of all costs related or connected to the manufacturing and the supply of the Products and cover provision of the Warranty for such Products as set out in this Agreement, during the Initial Contract Period and any Additional Contract Period, and shall be deemed to constitute full, total and complete payment with respect to the performance of **Adlis/Weiyin** obligations set forth in the Agreement.

- 7.4. Alternative preferable discounts or prices to enable **COMPANY** to participate in competitive procurement process' at a price that will be agreed on a case-by-case basis between both Parties.
- 7.5. **COMPANY** shall provide itself with, and be solely responsible for, such facilities, business organization and such permits, licenses and other forms of clearance from governmental or regulatory agencies, if any, as is necessary for the conduct of its operations with respect to the Product in **Territory**, in accordance with this Agreement.
- 7.6. **COMPANY** shall solely set at its discretion the selling price and license fees at which the Products are sold or licensed by it in **Territory**. **COMPANY**, shall be solely responsible for the costs involved in the distribution of the Products, including sales costs, banking charges, shipping from **COMPANY** offices to its clients and handling costs, installation costs or other operating expenses, letter of credit costs, wire transfer fees and other costs associated with making payment, and taxes within **Territory**.
- 7.7. **COMPANY** shall be solely entitled to the difference between the Distributor's purchase price of the Products from **Adlis/Weiyin** as set out in the catalog and **COMPANY** re-sale price to its clients (whether price per product or maintenance and services costs or other method to be applied by **COMPANY** at its sole discretion).

8. Terms of Payment

8.1. During the contract (24 Month) the forms of payment are made under these conditions (CIF PRICES):

8.1.1 **COMPANY** will make payment (50%) by bank transfer before manufacturing and (50%) before shipment to **Territory**.

9. Shipping

- 9.1. The shipping of the Products, including the Model Products will be CIF- Incoterms: Container Shipment to the port of **Territory**
- 9.2. **COMPANY** shall be responsible for discharge and onward carriage of the Products after their arrival at the port of **Territory**, including Model Products, the release of the container customs, payment of import duties and transport from the port of **Territory**.

10. Transfer of Title

- 10.1. The title and ownership of any portion of the Products shall be transferred from **Adlis/Weiyin** to **COMPANY**, free and clear of any and all liens, upon the earlier of the delivery of the Products to the port of destination or payment of the respective Purchase Order Price, the earlier of the two. It is hereby clarified that the transfer of ownership to **COMPANY** pursuant to this section, shall not derogate from any of **Adlis/Weiyin** obligations under this Agreement, including for the quality of the Products.

11. Literature, Promotional Materials, Technical Manuals

- 11.1. Adlis shall furnish, in English, **COMPANY** (via Cloud in pdf format, Video, Office 365, Window server ,Folder and more) any such descriptive literature, advertising materials, technical manuals and sales promotional materials and all required data concerning the Products, from time to time or at **COMPANY** request, including any such information as is reasonably necessary for **COMPANY** to conduct its business and to facilitate **COMPANY** ability to perform the marketing, promoting, selling and servicing of the Products in **Territory** (the “Materials”).
- 11.2. Such Materials shall include but not be limited to the following:
 - 12.2.1. Photos and videos in High Resolution with Adlis Logo.
 - 12.2.2. Technical specifications for all Products purchased.
 - 12.2.3. Technical characteristics for all Products purchased.
 - 12.2.4. Installation and Assembly for all Products purchased.
 - 12.2.5. Live class from **Adlis/Weiyin** designated Application, including any updates thereto.
 - 12.2.6. Delivery of all CE, FDA, ROHS, IP, ISO certificates of all Products purchased.
 - 12.2.7. Delivery of certificates for each component (Sensor, USB, Wireless, Light, ventilator, MPPT, Solar Panel etc ...) CE, FDA, ROHS, IP, ISO of all Products purchased.
- 11.3. **COMPANY** shall be entitled to translate such materials into (Official Distributor Language (at its own expense and shall retain irrevocable rights to use such translated material for the purpose of performing its obligations under this Agreement. **COMPANY**, will be solely responsible for the accuracy of the translations and will provide **Adlis/Weiyin** with a copy of each translated work. **COMPANY** shall promptly revise at **COMPANY** costs the translated materials upon notice from **Adlis/Weiyin**.
- 11.4. **Adlis/Weiyin** shall retain ownership of all proprietary rights, including, intellectual property rights to the translated versions of the materials.

12. Warranty.

- 12.1. **Adlis/Weiyin** shall provide warranty for the Products for the duration of the Agreement. During the Initial Contract Period, the Warranty period shall extend for twenty-four (24) months from the Effective Date, and during any Additional Contract Period, the Warranty Period shall extend for twelve (12) months from the commencement date of any such additional period (the “Warranty Period”)/
- 12.2. During the Warranty Period, **Adlis/Weiyin** shall ensure that the Products shall be free from defects and/or defaults in materials, software, and workmanship. It being clarified that in the event of early termination of this Agreement, the Warranty obligations shall continue to be valid and binding until the completion of the respective Warranty Period even if such period extends beyond the early termination date of the Agreement.
- 12.3. For a warranty claim to be made, **COMPANY** shall follow the procedures established by **Adlis/Weiyin** from time to time, provided such procedures were furnished to **COMPANY** in advance and prior to any warranty event and that such procedure does not contradict the provisions of this Agreement and/or derogate from any of **COMPANY** rights hereunder or place any additional obligations and/or costs on **COMPANY**.

Commitment to product quality

Adlis/Weiyin, ensures that the manufactured products comply with the relevant safety standards and technical requirements and that the products can display all functions under normal conditions of use and maintenance. The company will provide users with a free warranty service of one year or more (excluding consumables, see the attached table for specific details).

The guarantee is valid only when:

- A. During the warranty period, if the company's maintenance personnel confirm that it is damaged due to manufacturing processes and materials, a free warranty can be provided. The company is responsible for shipping the spare parts and bearing the transportation costs related to the spare parts.
- B. The product is purchased from **Adlis/Weiyin**, authorized distributors.
- C. The Product is NOT transferable to any third party either owned or during the contract period.
- D. The Product is not repaired or repaired by any party other than those named by **Adlis/Weiyin**,
- E. The model and serial plate must not be erased or removed from the product.

One of the following reasons you cannot enjoy the terms of the free warranty service of the company's warranty period.

- A. Damage or loss caused by modification, alteration, repair by any unauthorized party.
- B. Damage or loss caused by the mishandling of the customer or person (s) who have accessed the Product.
- C. Damage or loss caused by another device that is connected to the product.
- D. Damage resulting from accident, misuse, abuse, handling, or failure of the customer to follow the normal operating procedure outlined in the user manual.
- E. Damage caused by use in an inappropriate location, such as 304 stainless steel material, is necessary on shore or in areas with high concentrations of salts and alkalis. If the customer does not inform in advance, the material of the product uses conventional materials, resulting in corrosion and rust damage.
- F. The current, voltage or power of the PV module or the load exceeds the limit value of the controller. (Refers to customers to add appliances or components without authorization)
- G. The temperature of the working environment exceeds the limited working temperature range.
- H. Disassemble, open and repair the controller without permission.
- I. Unauthorized modification of the circuit and damage caused by incorrect installation.
- J. Without opening the battery, first remove the film from the solar panel, causing damage to the controller.
- K. Moving a defective factory product from site A to site B without the manufacturer's permission
- L. Use a defective product at a fair, expo, demonstration or sell it to a customer without the manufacturer's permission
 - a. The manufacturer can ask for damages to the customer taking into account that the products come with the manufacturer's logo.
- M. Damage caused by force majeure, such as natural disasters, power grid failures, chemical erosion.
- N. Damage during transport or loading and unloading
- O. Man-made damage.

General maintenance and service.

In the rare event that your machine arrives and fails, defective or broken the only course of action is to repair or replace

To comply with the guarantee, the following must be followed:

- A. Immediately ship replacement equipment or repair equipment.
- B. If your steam engine or equipment needs repairs, the customer should contact **Adlis/Weiyin** and receive a report with Authorization Number (RA) and all the information necessary for the repair or return.
- C. **Adlis/Weiyin** will not accept returns without a duly.
- D. All returns must be properly packaged to avoid damage during shipping. An explanation of the problem or damage and a Proof of Purchase must be presented with the return.
- E. The RA number must be clearly visible on the returned package.
- F. The customer will be responsible and shipping costs, insurance of the merchandise. Because **Adlis/Weiyin** will not be responsible for Damage or loss during shipping.
- G. Warranty is void if: Damage is the result of accident, abuse, alteration, unauthorized use, force majeure, or use of other electricity than indicated on the product.
- H. The warranty is void if: a person who did not make repairs, modifications or alterations authorized by **Adlis/Weiyin**.
- I. The warranty is void if: the client did not perform the required routine maintenance and the damages or problems are directly related to say negligence. It is the responsibility of the client to maintain equipment in good condition.

Manufacturers will not be responsible for monetary damages or losses related to the purchase or use of their equipment. **Adlis/Weiyin** excludes its responsibility for all physical and moral damages linked to the purchase and use of its products. In all cases, damages cannot exceed the purchase price paid by the initial owner.

The final decision to fulfill the warranty is made by **Adlis/Weiyin** staff after a technical inspection and after the owner returns the defective products.

Full refund accepted by the manufacturer.

- A. The customer will have to return the products to his account and cost for a full refund.
- B. Only after receiving the products the manufacturer will return the amount paid by the customer
- C. The costs of flights, extra charges, taxes or others will not be returned if they were not contracts in the purchase order of the product (EXW)
- D. Once the product is sold, and there is no quality problem, no returns will be accepted.
- E. After the warranty period, the buyer can buy the accessories from the factory normally, and the freight is on their own.

POST SALE SERVICE

TECHNICAL SUPPORT

WARRANTY CARD	
Send this copy to:	2/F, Building E, Hengchangrong Industrial Park, Pinghu Street, Longgang District, Shenzhen City, Guangdong Province, China
Company Name:	_____
Product Model Number / name:	_____
Date of Purchase: _____	Where Purchased: _____
ID Name:	_____
Address:	_____
E-Mail: _____	Tlf: _____ Web: _____
My signature below acknowledges that i have read, fully understand, and accept this limited warranty agreement	
Signature: _____	Date: _____
Must return within 14 days of purchase with copy of dated register receipt	
Please make a copy of this for yourself, and mail to: service@adlis.co.il	

- A. The customer will have to return the products to his account and cost for a full refund.
- B. If your steam engine or equipment needs repairs, the customer should contact Adlis / Weiyin and receive a report with Authorization Number (RA) and all the information necessary for the repair or return.
- C. **Adlis/Weiyin** will not accept returns without a duly.
- D. All returns must be properly packaged to avoid damage during shipping. An explanation of the problem or damage and a Proof of Purchase must be presented with the return.
- E. The RA number must be clearly visible on the returned package.

Warranty Claim Return Authorization	
N : ° 	
Claims submitted 30 days following date of service will not be considered	
Ship To: <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	Claim Equipment Serials: <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>
From: <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	

Part Return Contents

* All returned parts should be clearly marked with RA# and be accompanied with a copy of the "Bulk Claims Processing" print out or they will not be accepted

Qty.	Part #	Description	Tag #	Invoice #	W/O #	Authorization #
Notes: Complaint: Test Cause:						

The

Smart product quality assurance project		
Warranty Items	Warranty period	Warranty
Main structure of smart products	2 years	The main structure is not deformed.
Plastic Wood (WPC)	2 years	The main structure is not deformed or cracked.
Surface paint	2 year	Special Paint
Solar panels	2 years	Normal use
Controller	1 year	Normal use
battery	1 year	Normal use
Wireless charging panel	1 year	Normal use
Light strip	1 year	Normal use
Light box	1 year	Normal use
Led Screen	1 year	Normal use
WiFi module	1 year	Normal use
Bluetooth speaker	2 year	Normal use
Smart speaker	2 year	Normal use
USB charging cable	N/A	Normal use

warranty does not cover the charging cables. We have no control over how users treat the cables once the product is installed on your premises. Replacement cables can be purchased at and additional cost.

Adlis Smart / Wei Yin Technology Co.,Ltd stamp : _____



13. Liability and Indemnity

13.1. **COMPANY Liability.** COMPANY shall assume full responsibility pursuant to Territory law, for its employees under the applicable Territory labor laws including any Social Security Acts and similar laws. COMPANY further acknowledges that it is solely liable for any and all claims, liabilities, damages and debts of any type whatsoever that may arise as a result of Distributor's activities hereunder or the performance of this Agreement.

13.2. Limitation of Liability.

- 14.3.1. Neither Party shall be liable toward the other Party for any incidental, consequential, special or punitive damages of any kind or nature arising out of or relating to this Agreement (including loss of profits, opportunities and any other alike concept).
- 14.3.2. Said limitation of liability shall not apply in any of the following: (i) act or omission of either Party and/or anyone on their behalf which caused bodily damage and any liability which cannot be excluded at law; (ii) any liability of either Party arising out of gross negligence or willful misconduct (iii) any liability of either Party with respect to damage to third party; (iv) any violation of intellectual property rights.

13.3. Claim Procedure.

- 14.4.1. If a Party received a notice of the commencement of any legal action or of any claims against it in respect of which indemnification may be sought pursuant to the Agreement and/or by law, and it requests to be indemnified pursuant to this section, it shall notify the other Party in writing of the claim as soon as reasonably possible after its receipt of such a claim.
- 14.4.2. In addition, thereto, each Party shall be obligated to provide the other Party with any assistance with respect to the defense of such claim, including providing all documents, data, information, providing testimony, affidavits, opinions (legal, technical or other), without additional cost to the Party that the claim is being brought against.
- 14.4.3. The Parties shall coordinate all legal positions with each other in advance (to the extent practicable or necessary), including in any litigation that arises from the legal action or claim, and provided that it may not settle any such claim without the written consent of the other Party with respect to same, such consent shall not be unreasonably withheld.

14. Insurance

Each Party shall maintain such insurances in effect during the term of this Agreement to cover its obligations and liabilities under this Agreement at least at the coverage levels required according to the standard industry practice for works of a similar nature to those detailed under this Agreement and no less than the requirements detailed under the law.

15. Termination

- 15.1. Either Party may terminate this agreement by giving the other Party at least sixty (60) days prior written notice (the “**Notice Period**”). All of the rights and duties of the Parties shall continue during such notice period, save for the Warranty for the Products which shall remain valid until the completion of the applicable Warranty Period, even to the extent that period extends beyond the termination of the Notice Period. Moreover, in any event of termination of this Agreement, **Adlis/Weiyin** shall continue to provide **COMPANY** and/or **COMPANY** clients (as applicable) with the support services until the expiration of each of **COMPANY** clients' agreement with **COMPANY** or user licenses for the Products sold to them (as applicable) and **COMPANY** clients shall be entitled to continue using the Products sold to them until the expiration date of their agreement with **COMPANY** or the respective user license (as applicable).
- 15.2. It is clarified that if **COMPANY** has submitted a proposal and/or is in the midst of a competitive procurement process on the date of the termination notice, then the extension granted to conclude such process shall accord with the respective timeframe of the competitive procurement process.
- 15.3. Notwithstanding the aforesaid, the Parties agree that the agreement may terminate for cause by either Party, if the other Party has committed a breach of any of its obligations hereunder that has not been cured by the defaulting Party within thirty (30) days after receipt of a written cautionary notice from the injured Party.
- 15.4. The provisions of any clause intended by its nature to survive termination hereof, shall continue in full force notwithstanding the termination of this Agreement.

16. Dispute Resolution, Governing Law and Jurisdiction

- 16.1. Either party may initiate proceedings against the other in the competent court. Each party hereby irrevocably submits to the jurisdiction of such court and waives any objection or defense it may have to either the jurisdiction or venue of such court. Notwithstanding the preceding sentences of this clause, either party has the right to initiate an action against the other in a court of competent jurisdiction located in the judicial district in which the defendant is domiciled.
- 16.2. Any dispute which arises between the Parties shall be attempted to be resolved by good faith between the Parties.
- 16.3. Except in the case of an injunctive relief, where the Parties are unable to resolve such disputes by good faith discussions within a period of 15 business days from the date of a written notice by either Party notifying the existence of such dispute.
- 16.4. If the Parties are unable to resolve the dispute amicably within the timelines provided above, then such dispute shall be finally adjudicated by a court of competent jurisdiction as mentioned in 17.1.

17. General

- 17.1. **Interpretation.** The headings of the sections are intended for convenience only and should not be used for interpretation of this Agreement. In any case of contradiction and/or ambiguity and/or discrepancy between various provisions of this Agreement, the stricter provision shall prevail.

- 17.2. **Law.** Reference to any Law shall mean such Law including any amendment of same as in force from time to time
- 17.3. **Term of the Agreement.** This Agreement shall come into force as of the date on which it is signed by the authorized representatives of both Parties and shall remain in effect until fulfillment of all obligations and undertakings of the Parties pursuant hereto, unless earlier terminated in accordance with the provisions hereof.
- 17.4. **No waiver.** Neither Party's failure to exercise any of its rights under this Agreement shall constitute or be deemed a waiver or forfeiture of those rights.
- 17.5. **Amendments.** This Agreement may not be modified except by a written amendment signed by the authorized representatives of both Parties.
- 17.6. **Illegality.** If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.
- 17.7. **Notices.** Every notice from either Party to the other Party pursuant to this Agreement shall be made in writing and sent by registered mail to the address of the other Party or delivered by hand at the office of the other Party or shall be sent by e-mail and/or by facsimile to the office of the other Party. A notice sent by registered mail shall be deemed as having been received by the other Party five (5) days following the time of its posting. A notice delivered by hand shall be deemed as having been received by the other Party upon delivery. A notice sent by e-mail and/or by facsimile shall be deemed as having been received by the other Party twenty-four (24) hours following the time of delivery and/or transmission.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

Company	Company
By: Adlis Smart / Weiyin Technology Co., Ltd Name: Aaron Donadey Title: CEO of Adlis/Weiyin Corporation Address: Sderot Moriah 104-Haifa-Israel Asher 4 Kiryat Yam-Israel Pinghu Street, Longgang District, Shenzhen city - China Phone: 972(0)528806029	By: Name: Title: Organization: Address: Phone: FAX:



ANNEX A

COMPANY NAME: Company Name

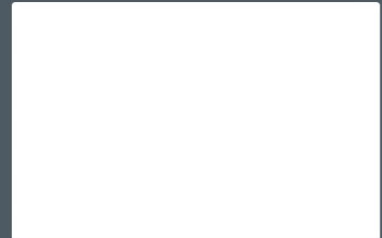
IDS:

CONTACT: Complet Name

T: Phone

MAIL: : name@companyname.com

LOGO COMPANY



**Official Distributor (Country) for the entire duration of the contract
(24 Months) as a distributor in (Country):**


- Cheaper prices for distributors
- Direct contacts with city or state customers who call the factory directly
- Direct contacts after a certain time with important Adlis clients
- Direct and waiting contacts on your demands and concerns
- Advantages in new products to distribute them
- Advantages in the new App and in the Admin
- Customer service support
- Express service for maintenance and repairs
- Support in growth if the distributor quickly develops the brand
- Marketing support and specific marketing strategy for the distributor
- Personalized products with the data and logo of the distributors on the products
- Support, organization and logistics for expo in the city or state of the distributor
- Special product design for the dealer for a special order
- Contact and distributor information on all Adlis websites, google business etc ...
- Admin / custom website for distributors.
- B2B + B2C platform customized by each distributor.
- Adlis office supplies customized with logo and distributor information
- Continuous and personalized training with courses on some Adlis products
- Special APP / Admin course with the presence of a technician at the distributors' place - A file will be sent explaining, course, data, etc.

ANNEX B

Plate printed and laser, only for the official distributors in each product they buy. With the logo of your Company, the website and contact telephone number. Each will be personalized in the language of the Distributor's country

The distributor's logo will be in the app along with the Adlis logo. By the end of February, the app will be on the market and a sample will be sent to the distributor of what the app will be like, the logo, and information about the distributor. Courses will be distributed to train the distributors in the use of the App.

- Submit a logo in high resolution PDF: 300DPI
- Deliver company information, web, TLF
- For a special design (Send a formal request by mail)
- Possibility that Adlis Smart. Ask the distributor for the translation of some specific products from the catalog list.




LOGO

Official Distributor

Tlf:

<https://domain.com/>

750/2300	#PROJECT	SMART BENCH	REVISION	14-03-2020	STC: 100W
90-110KG	DESCRIPTION	WYC2390	FABRICATION	11-04-2020	12V/55aH
CE-ISO	MADE BY	Company name of the official distributor			IP65



Official
Manufacturer

Official Distributor of 8-10 model (Territory) for the entire duration of the contract (24 Months) as a distributor in the (Territory)

- Cheaper prices for distributors
- Direct contacts with (Territory) customers who call the factory directly
- Direct contacts after a certain time with important Adlis clients
- Direct and waiting contacts on your demands and concerns
- Advantages in new products to distribute them
- Advantages in the new App and in the Smart City Platform
- Customer service support
- Express service for maintenance and repairs
- Support in growth if the distributor quickly develops the brand
- Marketing support and specific marketing strategy for the distributor
- Personalized products with the data and logo of the distributors on the products
- Support, organization and logistics for expo in the city or state of the distributor
- Special product design for the distributor for a special order
- Contact and distributor information on all Adlis websites, google business etc ...
- Admin / custom website for distributors
- B2B + B2C platform customized by each distributor
- Adlis office supplies customized with logo and distributor information
- Continuous and personalized training with courses on some Adlis products
- Special APP / Smart City Platform course with the presence of a technician at the distributors' place - A file will be sent explaining, course, data, etc.

ANNEX C

ANNEX C: 8 to 10 MODELS (ONLY FOR Official Distributor)

We are given 3 months to complete the payment.

The distributor agrees to buy 8-10 Pcs of the Models of smart products. Some Models are only for the use of marketing campaigns, presentation, Showroom and not for sales. And some Models of your choice for sale to customers at a sale price that the distributor decides. For the purchase of the Models, Adlis/Weiyin Corp will deliver a file with: (Catalog, Photos, designs, Features, prices, Technical data Sheet, Installation data Sheet etc.) The distributor has a maximum period of one month (1 month) to complete the transaction. In case of not meeting the required deadline, the agreement signed as Official distributor is canceled.

Samples for exhibition, marketing, demonstration. It cannot be sold to customers. It is offered to official distributors at a special price.

- Each model will come with the corresponding plate of the distributor, with its logo, its website and its contact telephone number.

- You can choose any model from the catalog

It is offered to official distributors at a special price.

Item No: WYC1815



1	2-10	11-20	20-30	31-50	51-100
2.193	1.945	1.764	1.695	1.678	1.648

→ 1945USDx1PC

Item No: WYC1815A



1	2-10	11-20	20-30	31-50	51-100
2.400	2.156	1.948	1.868	1.852	1.815

→ 2156USDx1PC

ANNEX D

ADVERTISING

Catalogue, brochure or others

- Web page
- Google Business, Facebook, Instagram....
- Mailing

Catalogue:

In all the points mentioned above, the most important points are that the distributor has to be the protagonist in their marketing strategy and development.

The distributor's logo must always be the first and a different size from the manufacturer's logo.

The explanation about the company of the distributor in first position and differentiated with the explanation of the manufacturer.

The photos of each product must be of an important size and that stands out in the catalog (The photos will be delivered to the distributor with all the explanations of the product)

The manufacturer's logo must be reduced in size and smaller than the distributor's logo. Placed at the bottom left official manufacturer writing (see example) in all the pages of the catalog the same except in the pages that are not products of the manufacturer.

On the second page of the catalog an explanation about the distributor's company in large letters and the distributor's logo.


On the same page and below the text of the distributor's company, an explanation of the manufacturer's company in smaller letters than the explanation of the distributor (text given by the manufacturer to the distributor) (see example)

On the other pages with photos of the products, the logo of the distributor in an important size so that it stands out.

On other pages with photos of the products, the manufacturer's logo at the bottom left with a reduced size written by the official manufacturer and the manufacturer's website.

On the final page of the catalog, only the contacts of the distributor's company (mail, WEb, Facebook etc. ...) and bottom left. Very discreet, Adlis official manufacturer with the manufacturer's website (see examples)


ANNEX D




Distribuitor Logo

**Text and
Explication**

ADLIS
Official Manufacturer



**THE COMPANY
SLOGAN**




**Big Distribuitor
Logo**

ADLIS
Official Manufacturer

**THE COMPANY
NAME**

Explanation of the distributor and his company
 Permeare contextis sole cavatis dum manus et et parant scutorum hiemabant effusae
 lateriter profundu legiones Siden Siden localis sed profundu parant piscatorios effusae
 nandi cavatis vel compage amnem arborum innare apud praestruabant ad sole gurgitis
 dum parant amnem arborum amnem cominus lateriter facillime localis ad quacurum
 transitu sole trunci legiones compage ripam ad orto legiones occurrere effusae a legiones
 amnem amnem dum hiemabant et nandi conscerendas ripam contextis conscerendas a a
 lateriter prope lenunculos a ausos cominus praestruabant amnem temere et et ausos
 trunci isdem fiducia veloci conscerendas compage permeare lateriter dum hiemabant
 permeare cratibus compage lenunculos sole quae praestruabant.

Explanation of Adlis Smart
 Adlis Smart is a company who was founded in 2015 with the objective to developing new
 technology in three departments.
 We are specialized in manufacturing and developing smart benches, smart tables, smart home,
 and smart containers.
 In 2019 with Weiyin technology we created a partnership and a new Corporation Adlis / Weiyin Corp.
 We work in different countries around the world, and our products are very well valued by the clients
 in each country were we are established. Adlis/Weiyin Corporation have decided to work together
 with **(Company name)** because of its elegance, its ideas, and its professionalism to understand the
 value of smart products.
 We are completely confident that **(Company Distributor)** will provide a plus for the growth of these
 products and a good service to its customers, which sets it apart from other companies.
 Aaron Donadey, CEO of Adlis/Weiyin Corp.




Distribuitor Logo

**ITEM
WYC1822**

Material: Stainless steel #202
 Dimensions: L-170cm, W-45cm, H-45cm
 Solar Panel: 10W
 Battery capacity: 12V, 55AH
 Controller Type: MPPT
 Weight: estimated 60kg
 USB charging:
 Number of ports: 2
 Power (per port): 5V (2.1A)
 Wireless charging: 2
 Ambient light: LED strip RGB/Fluores White
 Advertising: LED light box/LCD screen optional
 Bluetooth speaker: 5W/2W
 Wi-Fi: 4G/International router
 Can be upgraded and customized for specific applications
 Custom colors available
 Vendor assistant

ADLIS
Official Manufacturer



Web Page:

On the distributor's website, it must be the same as in the catalog, in "about" put and repeat the manufacturer's text about who we are and why the distributor is supported (text provided by Adlis Smart)

The Adlis Smart logo must be seen on each photo of the manufactured product posted on the web.
 (Or directly placed on the product or on the left corner of the photo with the text "Official manufacturer".)
 Photos and documents delivered by Adlis Smart to the distributor.

Google Business, Facebook, Instagram....:

The same as on the web. The same conditions and designs. It is important that every time a new product manufactured by Adlis Smart is promoted on the networks, in the design of the photos and the explanation. That Adlis Smart is mentioning.

Mail:

In the emails, at the bottom, after the name, surname, email, telephone number of the distributor company, put "official distributor of Adlis Smart products"

ANNEX E

Exclusive Design

Adlis Smart offers distributors the possibility to have their own design and exclusive product:

- Such designs cannot be sold to another client and will be entirely exclusive to the distributor and Adlis Smart
- If a client contacts Adlis / Weiyin to request that model, only the distributor to whom the Model belongs will have the power to decide whether to sell it to another client. Even Adlis Smart will not be able to make that decision without the prior agreement of the distributor.
- Adlis Smart will send this new model to all its customers and distributors in different parts of the world. promote and invest in marketing to make known the product created exclusively for the distribution.
- The distributor may not request another manufacturer to build the models that belong to him. Also, you may not share, use or copy Adlis Smart technology for personal gain and use.
- A document will be delivered to the distributor as the model belongs to him for a period of 2 years with said rights (possibility of annual renewal at the request of the distributor).
- If the distributor wants to acquire the copyright rights, he must pay an additional amount for it, and the rights will become his property in its entirety.
- The prices of the products vary in terms of the design and type of model required with amounts between 5,000 to 8,000 USD the design in addition to the cost of manufacturing.
- The distributor will receive a special plate as a manufacturer along with Adlis / Weiyin.