



**AUTHORIZED DISTRIBUTOR AGREEMENT**

between

**Champion Digital inks Inc. (“CDI”)**

and

**Authorized Distributor (“AD”)**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax : \_\_\_\_\_

**THIS AGREEMENT** outlines the terms and conditions between CDI and AD regarding the non-exclusive distribution of CDI ink jet products (“CDI Products”).

**1. CDI has agreed:**

- 1.1 To appoint AD as a distributor to sell CDI Products in the territory of \_\_\_\_\_.
- 1.2 To market CDI Products by exhibition at regional trade shows where CDI considers such exhibition would be beneficial to creating market presence.
- 1.3 To notify AD by email of new CDI Products ready for market release.
- 1.4 To supply technical service/support for CDI Products by email, including product briefings and training.
- 1.5 To acknowledge the acceptance of an order for CDI Products by email
- 1.6 To ship CDI Products expeditiously after accepting an order.
- 1.7 To give AD 30 day’s written notice by email of changes to CDI Products prices.
- 1.8 To provide technical information by email relating to the use of CDI Products.



<b>AUTHORIZED DISTRIBUTOR AGREEMENT (cont.)</b>
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1.9 To permit AD to use the “Champion Digital Inks” logo on its letterheads, invoices, delivery slips, sign boards, or any other printed material or signs AD deems necessary, including the advertisement material provided by CDI to AD.

**2. AD has agreed:**

2.1 To use its best efforts to sell CDI Products in the specified territory.

2.2 To purchase CDI Products subject to CDI terms and conditions set out on Schedule A.

2.3 To attend trade shows in the territory where CDI is an exhibitor.

2.4 To maintain sufficient inventory at all times sufficient to ensure no supply interruptions to end-users of CDI Products.

2.5 To provide sales, marketing and technical support for CDI Products within the specified territory.

2.6 To allow CDI 10 days lead time to ship CDI Products after acceptance of an order.

2.7 To place orders with a minimum value of \_\_\_\_\_ .

2.8 To absorb any additional production and freight charges for rush orders and less than minimum order quantity shipments.

2.9 To purchase CDI Products subject to the CDI Limited Warranty attached hereto as Schedule B and as may from time to time be updated as published on the CDI website.

2.9.1 To recognize that all CDI trade names, and all associated product/service specific brandnames, logos and trademarks are the property of CDI, or its associated company Champion Photochemistry Sdn Bhd (“CPM”) and remain vested in CDI/CPM and that AD acquires no title thereto, its rights being limited to the rights of use set out herein.

**3. Mutual Terms and Conditions:**

3.1 This agreement is effective as of the date of acceptance by CDI, and shall continue in full force and effect until terminated by either party at any time upon 90 days written notice.



**AUTHORIZED DISTRIBUTOR AGREEMENT (cont.)**

- 3.2 If either party defaults on this agreement and fails to remedy within 30 days of written notice having been sent by the other party then this agreement automatically terminates. AD shall immediately cease any further use of CDI trademarks and trade names, and cease to act or portray itself as an AD.
- 3.3 The validity, interpretation and performance of this agreement shall be governed and construed in accordance with the Laws of The British Virgin Islands. This agreement constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement.

**Distributorship Application**

IN WITNESS THEREOF, DISTRIBUTOR makes application to act as Authorized Distributor per this Agreement.

\_\_\_\_\_  
(Authorized Distributor's legal name)

\_\_\_\_\_  
Name of signing officer

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_



**AUTHORIZED DISTRIBUTOR AGREEMENT (continued)**

**Acceptance** is hereby acknowledge by:

**Champion Digital Inks Inc.**

\_\_\_\_\_  
Name of signing officer

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_