

## » Distributor Agreement

By and between

1. **DTE Systems GmbH**, a company with limited liability incorporated under German law, having its registered seat at Maria-von-Linden-Straße 23, 45665 Recklinghausen, Germany

- hereinafter "**DTE Systems**" or the "**Company**" -

and

2. **GREEN COUNTRY CO., LTD**, a company with limited liability incorporated under Vietnamese law, having its registered seat at Floor 01, Green Country building, No 01 street 81, Tan Qui ward, District 7, 700000 Ho Chi Minh City, Vietnam

- hereinafter "Green Country" or the "**Distributor**" -
- the Company and the Distributor hereinafter collectively the "**Parties**", each of the Parties a "**Party**" -

WHEREAS, the Company is the producer of chip-tuning products and associated products as well as of spare parts for such products, as specified in **Exhibit 1** (the "**Business Products**");

WHEREAS, the distribution of the Business Products is made directly by the Company and by independent Distributors;

WHEREAS, the Distributor is active in the field of Automotive Aftermarket products and is interested in continuing its sales activities for the Business Products;

WHEREAS, the Distributor has substantial experience and know-how being required for the selling, installation and servicing of the Business Products to end-consumers;

WHEREAS, as the Distributor is willing to significantly increase its sales activities in relation to the Business Products, the Parties have agreed to enter into this Distributor Agreement (the "**Agreement**");

NOW and THEREFOR, the Parties agree as follows:

### 1. Purpose of this Agreement

- 1.1 The Company herewith grants the Distributor the exclusive right to purchase and sell PowerControl, PedalBox and BoostPro systems (together the "**exclusive products**") to its resellers and end-customers in Vietnam and to conduct the service activities being required for the implementation, installation and maintenance of the Business Products.



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- 2.2 Each order for Business Products by the Distributor shall constitute a separate agreement on basis of and in accordance with the terms of this Agreement and the General Terms (as defined in Section 2.3).
- 2.3 For all orders made by the Distributor and all sales of Business Products made by the Company, the "*General terms of delivery of DTE-Systems GmbH for authorized dealers (B2B)*" in their respective actual version (the "**General Terms**") are applicable and are deemed to be integral part of this Agreement. The current version to these General Terms is attached to this Agreement as **Exhibit 2.3**.
- 2.4 The Company does provide the Distributor with the territory of Vietnam on which the Distributor is entitled to have exclusivity rights.
- 2.5 Should the Company develop or produce new or amended products and intends to include such products in its sales organization, the Company can demand from the Distributor to include such products in the definition of "Business Products" provided, however that the general character of the Business Products shall not be changed in its entirety. The interests of the Distributor shall be observed appropriately.
- 2.6 The Company is entitled, by observing a notice period to two months, to change or terminate the production of any of the Business Products in line with the general sales policy of the Company. Any orders which are already placed by the Distributor shall not be affected hereby.
- 3. Rights and Obligations of the Distributor**
- 3.1 The Distributor will exercise its rights under this Agreement with the care of a prudent business man and will support and develop the sale of the Business Products and related services in line with the directions and sales policies of Company.
- 3.2 The Distributor shall ensure that the Business Products are well placed in its own and its resellers' business premises and shall, at its expenses, engage and maintain an appropriate sales and mechanic point staffed with such educated and experienced personnel as necessary to enable the Distributor to perform its obligations under this Agreement and to sell and install the Business Products to and for its end-customers. The Distributor shall participate in trainings offered by the Company on costs of the Company whereby costs for travelling and accommodation shall be borne by Distributor.
- 3.3 The Distributor undertakes not to take any action which may give any indication that Distributor is acting as legal representative or on basis of any corporate relationship, trust agreement or employment relationship.
- 3.4 The Distributor shall use its best efforts to increase the selling base for the Business Products. The Distributor shall initiate advertising activities in its own costs in close cooperation with the Company and shall always comply in all respects with the provisions and instructions as set forth in the Corporate Design Manual of the Company available upon request.
- 3.5 Distributor is obliged always to comply with all applicable laws, including traffic, competition and anti-trust laws.



#### **4. Rights and obligations of the Company**

- 4.1 The Company is obliged to deliver the Business Products as ordered by the Distributor exclusively on basis of this Agreement and the General Terms
- 4.2 The Company is only liable for the defects on the Business Products themselves. As the Distributor has the ability of developing and adjusting engine-specific tuning programs deviating from the Company's released software versions and combining alternative wiring looms and tuning modules, the Company is not liable for and faults and defects related to the use of altered wiring loom set-ups and for the coding of own tuning programs of the Distributor on the Business Products.
- 4.3 There will be a penalty for the Distributor not meeting minimum quarterly orders. If Distributor does not fulfil minimum purchase orders for a quarter, the Exclusive Distribution for Vietnam will be withdrawn from the following quarter.
- 4.4 The Company shall support the Distributor by providing advertising materials. Any of such advertising materials remain the sole property of the Company. Additionally, the Company will provide support in the following areas:
- Description of the Business Products
  - Layout-Instructions for any sales presentations
  - Development of the Business Products
  - Market Researches
  - Supra-Regional Advertising Activities in the discretion of the Company
  - Technical advice for the installation and the coding of the Business Products
  - Technical hotline for retailers
  - Training Activities for sales improvements and service activities in the discretion of the Company.
- 4.5 The Company will not sell Business Products to any other B2B organization (distributor / retailer) in the territory of Vietnam.

#### **5. Non-Compete**

- 5.1 The Parties agree that the Distributor is entitled to sell also other products in the discretion of the Distributor but only to the extent such products are not competing to the Business Products.

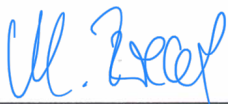
#### **6. Installation and Service Activities**

- 6.1 The Distributor will provide the installation and service measures of the Business Products for its customers on its own costs and on its own risk. Additionally, any technical and other equipment and tools to be used by the Distributor for that purpose shall be acquired by Distributor. The Distributor is aware of the instruction obligations and application restrictions set out in the General Terms and will always comply with these provisions.
- 6.2 Company will offer the required software and hardware to program the Business Products for use in specific engines and car types. Any additional software to be used for the individual adaption of the Business Products to an individual or not yet offered car set-up shall be developed or purchased by the Distributor independently on its risk and at its cost.
- 6.3 Company herewith grants to Distributor the non-exclusive and non-transferrable right for the term of this Agreement to use the firmware, the business portal software ("DTE-

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IN WITNESS WHEREOF, the Parties have executed this Agreement including all exhibits referred to herein by the signing of the duly appointed and authorized office holder/proxies of each of the Parties and by affixing the company stamp of each of the Parties.

For and on behalf of the Company:



Name: Dr. Michael Krecek

Title: Managing Director

Date: 10.2.2021

For and on behalf of the Distributor:



Name:

Title:

Date:

*Dinh Văn Tuấn*  
Managing Director  
Feb 09, 2021

**List of Exhibits:**

<b><u>Exhibit 1:</u></b>	Business Products
<b><u>Exhibit 2.3:</u></b>	General Terms for Delivery
<b><u>Exhibit 10.1:</u></b>	Price List