DISTRIBUTION AGREEMENT

THIS DISTRIBUTION AGREEMENT ("Agreement") is entered into on [September,1,2024] ("**Effective Date**") by and between

New Hope FZCO, having its registered office at [Office Number LB182101, Jafza View 18, Jebel Ali Free Zone, Dubai, UAE], a company incorporated under the laws of [United Arab Emirates] ("**Company**") and

LEVEL FIVE COMPANY for Trading mobile phones,Electrical Devices,Spare Part and Accessories,Ltd. having its registered office at [Iraq /Bagdad -Zayoona Rubaihi Street M/712 Z/15 Building Number 13 Ground Floor] ,a company incorporated under the laws of [IRAQ] ("**Distributor**").

Company and Distributor shall be hereinafter referred to severally each as a "Party" and jointly as the "Parties".

WHEREAS, Company desires to market and sell its Products (as defined in clause 1.1) to the Distributor within the Territory (as defined in Clause 1.1), and Distributor desires to purchase the Products from Company and to distribute such Products in the Territory pursuant to the terms and conditions set forth in this Agreement. Both Parties have discussed the rights and obligations in such supply and distribution transactions.

THEREFORE, in consideration of the foregoing premises and the mutual agreements and covenants herein, the Parties agree as follows:

1. DEFINITIONS

1.1. Unless specifically stated otherwise, the following terms and phrases in this Agreement shall mean:

a. "**Affiliate(s)**" means with respect to a specific entity, all entities directly or indirectly controlling, controlled by or under common control with such entity. For the purpose of this definition, "control"(including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with") means possession, directly or indirectly, 50% or more of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of shares or voting securities, by contract interest or otherwise.

b. "**Agreement**" means this Distribution Agreement, including all exhibits, amendments or variations thereto.

c. "**Force Majeure**" means an unusual and unforeseeable circumstance beyond control, the consequences of which could not have been avoided even if all due care had been exercised.

d. "**Intellectual Property**" includes but is not limited to copyright, trademarks, service marks, designs, patents, processes, know-how and all other intellectual property that is capable of legal protection, regardless of whether such legal protection has been formally obtained.

e. "**Laws**" means all applicable statutes, acts, rules, regulations and by-laws current in the Territory together with all amendments and replacing laws.

f. "**Person**" includes any person that is recognized at Laws in the Territory whether it be a natural person, an entity or corporation.

g. "**Products**" means the full range of realme mobile devices and accessories, IoT products, TVs which are supplied by Company and to be distributed by Distributor specifically in the Territory during the Term.

h. "**Purchase Order(s)**" means the purchase order(s) placed by Distributor to Company for the purchase of the Products in accordance with this Agreement.

i. "**Trademark**" means "realme" and its logo owned by Company, or otherwise licensed to Company by its registered owner, registered or being applied for registration in the Territory in Class 9 and any additional necessary classes. and licensed to Distributor in accordance with this Agreement for Distributor's use in the promotion, distribution and sale of the Product in the Territory during the Term.

j. "**Term**" means the term of this Agreement that is a term of [1] year commencing from the Effective Date of this Agreement.

k. "**Territory**" means [IRAQ].

l. "**Working Day**" means a day on which banks are open for business in People's Republic of China (excluding Saturdays, Sundays and public holidays).

1.2. The section headings used in this Agreement are inserted for the purpose of convenience only and shall not be construed to limit or extend any provision hereof.

2. AUTHORITY OF DISTRIBUTOR

2.1. Subject to the terms and conditions of this Agreement, Company hereby appoints Distributor as a non-exclusive distributor within the Territory for [online e-commerce platform and offline market], and Distributor hereby accepts its appointment, as Company's distributor of the Products within the Territory during the Term.

2.2. During the Term, Distributor will, for so long as it is the distributor appointed by the Company in the Territory, have right to market, sell, distribute and promote the Products under the brand name of realme in the Territory. Distributor shall not engage in any advertising or promotional activities relating to the Products directed primarily to customers outside the Territory. To the extent permitted by Laws and other applicable laws, within the Territory, Distributor shall only sell the Products purchased from Company.

2.3. Subject to the terms and conditions of this Agreement, Distributor may sell the Products purchased from Company in such manner, at such prices which will be within a price range suggestion provided by the Company and upon such terms as Distributor shall determine at its own discretion in accordance with the sales policy of Company, provided that the Distributor shall keep the Company updated about any sales price out the price range suggestion of the Company. Distributor may also appoint sub-distributors, agents, franchisees and other representatives to market, sell, distribute and promote the Products in the Territory or any part thereof; provided that Distributor shall be responsible for all acts and omissions of such sub-distributors, agents, franchisees and other representatives as if those acts or omissions were those of Distributor.

2.4. During the Term, Distributor shall not purchase or distribute any products or any new products from any third party which may constitute a direct competition with the Products at the sole discretion of Company. Otherwise, Company shall have the right to terminate this Agreement and Distributor shall compensate Company for any loss and fees.

3. FORECAST AND PURCHASE ORDERS

3.1. Forecast. Distributor shall on a commercial best efforts basis, provide Company with a rolling 3 to 6 month(s) forward-looking forecast in the form as Annex A and update such forecast on a monthly basis which conduces Company to prepare corresponding products. In the event that the purchase forecast volume is more than ordered volume, Distributor shall purchase the forecast inventory in subsequent purchase orders within 3 month(s).

3.2.Purchase Orders ("PO"). Distributor shall issue to Company binding Purchase Order(s) in the form as Annex B for purchasing the Products. Subject to the establishment of mutually agreeable specified terms, including, but not limited to price, quantity, delivery schedule. Company will confirm receipt of each PO and accept or reject for good cause in writing, via email. Company's failure to respond within fifteen (15) Working Days after receipt shall be deemed its refusal of the PO. Company shall only be bound by the Purchase Order(s) which has been accepted by Company in writing.

3.3.Distributor shall email and/fax the Company the Forecast and PO at email:[ETHAN@REALMEMEA.COM] and fax number [*] or such other email address and fax numbers as the Company may designate hereafter by written notice. In case there's any conflict between the terms in the confirmed PO by the Parties and this Agreement, the terms in this Agreement shall always prevail.

4. GENERAL OBLIGATIONS

4.1.The Products provided to Distributor by Company under this Agreement in respect of the rate for non-conforming Products and repair rate of the Products shall meet the quality standards as agreed between the Parties from time to time.

4.2.If for whatever reason the Products fail to meet the quality standards as required by Laws, both parties shall discuss the problems in good faith, work out quality improvement plans, review or revise the sales quota requirements if necessary.

4.3.Distributor's Obligations

a. Distributor shall procure all necessary licenses, consents, approvals and permits from all relevant regulatory agencies in the Territory to enable the Products to be sold and marketed in the Territory.

b. Distributor shall distribute the Products and perform its obligations under this Agreement in compliance with all applicable Laws.

c. For the Products supplied requiring additional services according to applicable Laws, Distributor is responsible and liable, at its own cost, to provide the services for the Products including Rework in the Territory. Rework means the completion of services necessary to convert Products originally manufactured for one country not in the Territory and subsequently being exported to or sell to the Territory. Rework may comprise of unboxing of device, exchange of power adapter, translation and printing of user manual, translation and printing of warranty card, printing and attachment of stickers to

Products, printing and attachment of labels to outer box packaging, attachment of security seal to outer box packaging, shrink-wrapping or outer box packaging etc. and other necessary services. All such services shall be performed using reasonable skill and care, appropriately trained and skilled personnel and in accordance with applicable laws.

d. Distributor shall at all times conduct its business in such a manner as will reflect favorably on the Company and the Products and will not engage in any deceptive, misleading, illegal or unethical business practices.

e. Distributor shall report monthly to Company by written report due by the 15th of the following month concerning sales of the Products and marketing activities of the previous month.

f. Distributor shall comply with and shall not violate any anti-corruption law or international anti-corruption standards. Distributor shall not, in connection with the cooperation contemplated by this Agreement or in connection with any other cooperation with any third parties by which the Company is either directly or indirectly a party to, or shall have a vested interest in, make, promise, or offer to make any payment or transfer anything of value, directly or indirectly, to any individual to secure an improper advantage. It is the intent of the Parties that no payment or transfer of anything of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of, or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining or retaining business.

g. Distributor shall ensure that it, its affiliates, sub-distributors and its and their employees fully comply with the provisions of any applicable Data Protection Rules and any data processing agreement between Distributor and Company (if any). Distributor shall take all reasonable steps to ensure that all its partners, contractors and consultants comply with this clause where they are processing any of personal data on behalf of the Distributor related to the cooperation under this Agreement.

h. Distributor shall actively promote the sale and use of the Products within the Territory to develop the market as fully as possible, Expenses of such promotion shall be solely and exclusively born by the Distributor.

4.4.Company's Obligations

a. Company will provide notice to Distributor of any new models that Company introduces as part of its overall range of the Products available for sale in the Territory.

b. Upon mutual agreement, Company shall provide Distributor with marketing and technical information concerning the Products when necessary, including samples of brochures, instructional materials, advertising literature, and other Product data in the English language.

c. Company shall assist Distributor and customers of the Products in all ways deemed reasonable by Company in the solution of any technical problems relating to the functioning and use of the Products.

5. DELIVERY

5.1. Upon receipt of the Forecast, Company shall arrange material preparation and production. Company shall use its reasonable endeavors to ensure that all Products delivered conform to specifications and are of the quantities set out in a confirmed Purchase Order and shall deliver the Products to Distributor to the destination as specified in such Purchase Order or otherwise agreed by the Parties in writing.

5.2. All deliveries are on the basis of FCA Hong Kong or the other incoterms agreed by the Parties.

5.3. Company shall notify Distributor in writing of any actual or anticipated delays or failure to delivery Products, including those which are in transit, immediately upon discovery. Such notice shall record; inter alia, estimated period of delay, cause and corrective actions being taken by Company

6. PRICE, PAYMENT PROCEDURES AND TERMS

6.1. The product prices quoted by Company to Distributor are based on FCA Hong Kong or the other incoterms agreed by both parties.

6.2. Specific payment process shall be in accordance with provisions and regulations of Company.

6.3. Payment shall be made by Distributor by T/T to Company in advance of the delivery date as the first choice for whatever amount is. Shipment will only be arranged after Company receives payment.

6.4. Each party is responsible for the bank charges of T/T payment respectively.

Bank account information of Company:

Beneficiary Bank: Citibank N.A.UAE

SWIFT CODE: CITIAEADXXX

Beneficiary Name: New Hope FZCO

Beneficiary A/C No.:

Currency	Account Number	IBAN Number
AED	0110334648	AE550211000000110334648
USD	0110334656	AE330211000000110334656

6.5. Distributor shall cooperate with Company's account reconciliation of both parties' transaction regularly.

7. INTELLECTUAL PROPERTY AND USE OF TRADEMARK

7.1. Company is the exclusive owner or licensee of all of Company's Intellectual Property in the Products. The Parties acknowledge that nothing in this Agreement transfers to either Party any of the other Party's Intellectual Property and either Party's rights to use and access such Intellectual Property is derived solely from this Agreement. Such rights are limited to the operation and the use of the Intellectual Property in accordance with this Agreement.

7.2. Subject to license agreement and the Company's applicable brand policy (as updated from time to time), Distributor shall be entitled during the Term to use Company's Intellectual Property and the Trademark as it may reasonably require for the sole purpose of effectively advertising, marketing, selling and distributing the Products as well as related after-sales services (as the case may be) in the Territory. Distributor must not use any of Company's Intellectual Property and/or Trademark for any other purpose without the prior written consent of Company. Distributor shall not remove nor alter any trademarks, trade names, copyrights or other proprietary notices, legends, symbols or labels appearing on or in any copies of the Products.

7.3. Distributor agrees that every use of the Trademark by Distributor shall inure to the benefit of Company, and that Distributor shall not at any time acquire any rights in the Trademark by virtue of any use Distributor may make of the Company's Intellectual Property. Distributor shall not contest or deny the validity or enforceability of the Trademark of realme or any of the Company's Intellectual Property or seek to cancel any registration thereof by Company, or aid or abet others in doing so, either during the term of this Agreement or at any time thereafter.

7.4. The Distributor acknowledges that, the Company owns material in various forms, including documents, reports, products, equipment, processes, information, data, software, software tools, and software development methodologies ("Materials") of which the rights of proprietorship of copyrights, patents, trade secrets, trademarks or any other intellectual property rights is vested in the Company. The Distributor shall not contest the title to, or in any way take any action which detrimentally affects the title to, any Materials owned, used or produced by the Company. The Distributor shall promptly and fully notify the Company of any actual or

threatened infringement in the Territory of any Intellectual Property of the Company which comes to the Distributor's notice.

7.5. Except where authorized in writing by the Company, the Distributor shall not:

a. Make any modifications to the Products;

b. Alter, remove or tamper with any trademarks or other means of identification used on or in relation to the Products; nor

c. Use any of the Company's trade names, trademarks, logos or design in any way which might prejudice their distinctiveness or validity or the goodwill of the Company therein.

8. CONFIDENTIALITY

8.1. Each Party agrees to keep secure and treat confidential any and all written and /or oral information of any kind received by it under this Agreement through any conversations, meetings, discussions and/or negotiations with the other Party/Parties and undertakes to disclose the same only to its Affiliates, officers, employees and/or agents strictly on a need-to-know basis and only to the extent necessary to enable such Party to ensure performance of its respective obligations under this Agreement. Each Party shall ensure that any and all Affiliates, officers, employees and/or agents to whom such disclosure is made shall thereafter be bound by confidentiality obligations in as much stringency as contemplated herein.

8.2. The Parties have agreed that all information disclosed under this Agreement, including the terms of this Agreement, shall be considered and treated as confidential information. Each Party agrees: (i) that it will not disclose to any third party or use any confidential information disclosed to it by the other Party, except as expressly permitted under this Agreement; and (ii) that it will take all reasonable measures to maintain the confidentiality of all the confidential information of the other Party in its possession or control, which in no event shall be less than the measures it uses to maintain the confidentiality of its own information of similar importance. Neither Party shall publicize/advertise to any third party the terms of this Agreement, including, but not limited to the signing of this Agreement or any matters relating to this Agreement without the prior written permission from the other Parties.

8.3. For the purpose of this Agreement, confidential information excludes any information which (i) is known to the public; (ii) was known to the receiving Party (other than from the disclosing Party) prior to disclosure of the same by the disclosing Party without breach hereof; (iii) was or is independently developed by the receiving Party; or (iv) is required to be disclosed by governmental or judicial order, in which case the receiving Party shall give

the disclosing Party prompt written notice, where possible, to enable the disclosing Party to seek a protective order or other appropriate remedy. If the disclosing Party fails or is not able to or does not obtain a protective order or any other appropriate remedy within a reasonable period of time, the receiving Party shall be entitled to disclose the confidential information, strictly to the extent required by such order.

8.4. It is hereby agreed to between the Parties that this Clause shall survive even upon the termination/ expiry of this Agreement for a period of 3 (three) year.

9. AFTER-SALES SERVICE

Specific after-sales service process shall be in accordance with the After-sales Service Memorandum or meeting minutes, emails, written notices by the Parties from time to time.

10. TERMINATION

10.1. The term of this Agreement is one (1) year as of the Effective Date.

10.2. This Agreement may be terminated

a. By either Party ("Non-breaching Party") for a breach of any material provision of this Agreement by the other ("Breaching Party"), provided due notice has been given to the Breaching Party of the alleged breach and such Breaching Party will not cure or has not cured the breach within thirty (30) days thereof.

b. By either Party if the other: (i) becomes insolvent or the subject of any state or federal bankruptcy, insolvency or similar proceedings; (ii) becomes unable to pay its debts as they become due; (iii) goes into liquidation or winding-up; (iv) commences or has commenced with respect to it any dissolution proceedings.

c. By Company with a three(3) month's prior written notice issued to the Distributor without any liability for Company.

d. By mutual consensus between Parties in written.

e. Upon expiration of Term.

10.3. During the term of this Agreement, should Distributor terminate this Agreement unilaterally for any reason other than those as set forth in Clause.11.1, Distributor is obligated to provide the Company with at least one (1) month's prior written notice and compensate Company in full for all Company's costs and efforts in product promotion, brand positioning and market development of the Products in the Territory.

10.4. Upon termination each of the Parties must promptly return to each other all Confidential Information and Intellectual Property belonging to the other Party as mentioned in Clause 8 and Clause 9. Where such Confidential

Information is incapable of being returned in tangible form then each Party warrants to the other that it will destroy all electronic records of such Confidential Information. In addition, the Distributor must return to the Company or, if required by the Company, destroy any point of sale displays and other marketing materials provided to the Distributor by the Company.

10.5. Upon termination of the Agreement

a. Distributor shall promptly notify Company in writing of all stock of the Products which it has and which are not required by it to fulfill outstanding contractual obligations to customers.

b. Distributor must, subject to this Agreement, meet all its outstanding contractual obligations in any respect to its customers.

c. Company shall either: (a) deliver sufficient quantities of the Products ordered by Distributor so as to allow Distributor to satisfy all of its outstanding contractual obligations to its customers; or (b) at its sole discretion take over responsibility for meeting all those outstanding orders.

d. Company may at its sole discretion to buy back all stock of the Products held by Distributor which Distributor is not contractually obliged to sell to its customers within 14 days.

e. If Company choose not to purchase all the stock of the Products held by Distributor then notwithstanding anything elsewhere contained, Distributor will be entitled to sell all its remaining stock of the Products in the Territory.

11. EXPORT COMPLIANCE ASSURANCE

11.1. The Distributor acknowledges that all Products and/or deliveries ("Deliveries") obtained from the Company may be subject to the US government export control and economic sanctions laws and regulations. Distributor hereby represents and warrants that it, its subsidiaries and Affiliates will not directly or indirectly export, re-export, transfer or release (collectively, "Export") any Products and/or Deliveries or direct product and/or deliveries thereof to any destination, person, entity or end user or for any purpose and/or use prohibited or restricted under US laws (as amended from time to time), except otherwise as authorized by US government pursuant with applicable regulation. The US government maintains embargoes and sanctions against certain countries and territories, currently Cuba, Iran, North Korea, Sudan, Syria, Crimea region of Ukraine, but any amendments to the countries or persons under a US embargo or sanction shall apply. Distributor acknowledges that other countries, including but not limited to the People's Republic of China, the European Union and United Nations may have applicable trade laws pertaining to Export of Products and/or Deliveries, and that compliances with the same is the responsibility of the Distributor. The aforementioned law of US government, People's Republic of China, the European Union and United Nations and other

legally binding rules would be collectively referred as "Sanctions and Export Control Laws" herein under.

11.2. In addition to the requirements set forth in Clause 12.1, prior to any Export of Products and/or Deliveries provided by Company to a third party, the Distributor shall in particular check and guarantee by appropriate measures that: (a) there will be no infringement of an embargo imposed by the European Union, by the United States of America and/ or by the United Nations by such Export, also considering the limitations of domestic business and prohibitions of by-passing those embargos: (b) such Products and/or Deliveries are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided; and (c) the regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America (including the List of Specially Designated Nationals and Blocked Persons maintained by OFAC (the "SDN List") and the US Department of Commerce's Denied Party List and Entity List) concerning the trading with entities, persons and organizations listed therein are considered.

11.3. The Distributor shall maintain compliance programs to ensure compliance with applicable Sanctions and Export Control Laws, and its commitments under this Agreement.

11.4. If required to enable authority or Company to conduct sanctions-related checks or audits, Distributor, upon request by Company, shall promptly provide Company with all information pertaining to any contracts or transactions directly or indirectly involving Company, including information relating to the destination of the items, end-users, and end-users and the particular intended use of Products and/or Deliveries, as well as any export control restrictions existing.

11.5. The Distributor shall indemnify and hold harmless Company from and against any claim, proceeding, action, fine, loss, cost or damages arising out of or relating to any non-compliance with applicable Sanctions and Export Control Laws by Distributor, and Distributor shall compensate Company for all losses and expenses resulting thereof.

11.6. The Distributor shall be responsible for ensuring that the provisions of this Clause 11 apply to its subcontractors, agents, licensees, franchisees, representatives and other relevant third parties to the same extent herein and the Distributor shall bear joint and several liability with such parties for the benefit of Company.

11.7. Both Parties agree and acknowledge that the Distributor's warranties, representations, obligations and liabilities stipulated herein under Clause 12 shall apply to and be borne by Distributor to the same extent as herein for any products and/or deliveries, including but not limited to realme mobile devices and accessories, IoT products, TVs from Company to Distributor prior to the Effective Date of this Agreement, irrespective of any agreement concluded between Parties previously and notwithstanding whatever stipulated therein such prior agreements.

12. RELATIONSHIP

The Parties acknowledge that they are not in partnership, there is no joint venture between them or franchise arrangement and that the only relationship between them is that of seller (in the case of the Company) and as buyer (in the case of Distributor) in respect of the Products on the terms in this Agreement. Neither Party may claim or hold itself out as having any other relationship, authority, right or entitlement to represent or act as agent of the other or to have any interest or shareholding in the other.

13. INDEMNIFICATION, LIMITED LIABILITY

13.1. Distributor shall indemnify and hold Company free and harmless from any and all claims, damages, or lawsuits (including attorneys' fees) arising out of intentional or negligent acts or omissions by Distributor, its employees, sub-contractors, representatives, licensees or agents.

13.2. This clause sets out the entire financial liability of the Company (including any liability for the acts or omissions of its respective employees, agents and sub-contractors) in respect of:

a. any breach of this Agreement;

b. any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

13.3. Company's maximum and aggregated liability to Distributor for all claims relating to procurement and Products under this Agreement in each twelve (12) month period from the date of this Agreement shall be limited to the 100% of the aggregate value of all POs issued in relation to this Agreement during that period.

13.4. Company shall not be liable to Distributor whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

a. loss of profit; or;

b. loss of goodwill;or

c. loss of business opportunity;or

d. loss of anticipated saving;or

e. loss or corruption of data or information;or
f. special, indirect or consequential damage.

14. DISPUTE RESOLUTION AND JURISDICTION

14.1.The validity, interpretation and implementation of this Agreement shall be governed by the laws of the People's Republic of China.

14.2.If there are any disputes or claims arising out of or relating to this Agreement, the Parties shall first attend to negotiation and try in good faith to resolve the dispute through negotiation. If the dispute cannot be resolved within forty-five (45) days after the first negotiation meeting, either Party may submit the dispute to Shenzhen Court of International Arbitration for final settlement. The arbitral award shall be final and binding on the Parties and shall be enforceable by application to any court of competent jurisdiction.

15. VARIATION AND WAIVER

15.1.This Agreement may only be varied in writing signed by both Parties.

15.2.The waiver by any Party of any right or entitlement or to claim in respect of any breach of this Agreement must be in writing signed by the waiving Party. No purported waiver that is not in writing and signed by the waiving Party will have any effect whatsoever.

15.3.A waiver will not preclude that waiving Party from relying upon any such right or entitlement arising in the future or to claim in respect of any subsequent breach of this Agreement even if that future right, entitlement or subsequent is the same as that previously waived.

16. NOTICES

16.1.Any notice required or permitted to be given hereunder shall be in writing, and may be given by personal service, registered airmail, or electronic transmission to the following addresses:
To Company: NEW HOPE FZCO

Address: Office Number LB182101, Jafza View 18, Jebel Ali Free Zone, Dubai, UAE
Email: ETHAN@REALMEMEA.COM
Attention: ALEX MIAO

To Distributor:

Address:
Telephone:

Email:
Attention:

16.2. Any notice so given shall be deemed to be received, if sent by airmail, upon receipt or ten (10) days after posting, whichever is earlier, or if sent by email, twenty-four (24) hours after dispatch.

17. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties relating to the subject matter of the Agreement and supersedes all prior agreements, understandings, representations and warranties relating to the subject matter of this Agreement other than any document(s) referred to herein. No Party has relied on or been induced by any representations or promises made to it prior to entering into this agreement in reaching its decision to enter into this Agreement on these terms.

18. FORCE MAJEURE

18.1. Except for obligations to make payment, non-performance or any delay in the performance by any Party will be excused to the extent that performance is rendered impossible or impractical hereunder where the same is occasioned by any cause whatsoever that is beyond its control including but not limited to by acts of God, lighting strike, earthquakes, floods, storms, explosions, fires, shipwrecks, plague, epidemic, quarantine restriction and any natural disaster, acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution or governmental acts or orders or restrictions, import or export regulations, exchange control regulations.

18.2. In the event that one Party cannot perform any obligation under this Agreement due to a force majeure event, the performance of such obligation may be suspended until the end of such event, provided that the suffering party shall notify the other party of such event within ten (10) days of its happening and use its best efforts to mitigate the impacts thereof. However, if such event continues for sixty (60) days, the unaffected Party may terminate this Agreement and/or cancel affected Purchase Order(s) without any liability.

19. SEVERABILITY

If any provision of this Agreement is invalid under any applicable law, the clause will be limited, narrowed, construed or altered as necessary to render it valid, but only to the extent necessary to achieve such validity. If necessary the invalid provision will be deleted from the Agreement and the remaining provisions will remain in full force and effect.

20. LEGAL ADVICE AND COMPLIANCE

20.1. Each Party acknowledges and represents to each other that it has had the opportunity to seek and obtain separate and independent legal advice before entering into this Agreement. If either Party has entered this Agreement without first taking legal advice it has done so at its sole and absolute discretion and it will not be entitled to rely upon the absence of legal advice as a defense to any breach of any of the provisions of this Agreement.

20.2. Distributor and its Affiliates, and any staff members thereof shall undertake to comply with (i) all applicable laws, including but not limited to all laws which may govern labor, import, export, marketing, distribution, environment protection and disposal of Products and anti-bribery and corruption; (ii) all applicable customs, religions and manners of the Territory; (iii) all applicable internal policies of the Company. Distributor agrees to take all such further acts and execute all such further documents as the Company may reasonably request in connection with such compliance.

20.3. Distributor and its Affiliates, and any staff members thereof, shall undertake to comply with any and all anti-corruption laws and regulations which are applicable.

20.4. Distributor and its Affiliates, and any staff members thereof, shall not make or offer any bribe or any gift, gratuity, reward, commission or other inducement in money or of any description whatsoever to any person in the employment of the Company.

20.5. Notwithstanding other provisions hereof, if Distributor is in breach of this Clause 20, it will be deemed as a material breach, the Company shall be entitled to terminate this Agreement unilaterally.

21. ASSIGNMENT

21.1. The Company shall have the right to transfer this Agreement and the rights and obligations included herein to any third party.

21.2. The Distributor shall not assign this Agreement to any third party, except otherwise agreed by the Company in writing.

22. MISCELLANENOUS

22.1. Company acknowledges that Distributor shall have the right to appoint from time to time its purchasing and sales representative to handle purchasing and sales matters on its behalf, provided that Distributor shall give Company prior written notice at least 30 days before any new appointment, variation.

22.2. This Agreement would come into legal effect commencing on from Effective Date until the expiration of Term unless otherwise terminated earlier pursuant with Article 10. The Parties acknowledge that any distribution agreement(s) previously signed between the Parties is terminated automatically since the Effective Date of this Agreement.

22.3. This Agreement shall be written in English.

22.4. This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which together will constitute one instrument and Agreement.

[Signature page follows]

EXECUTED BY DULY AUTHORIZED PERSON OF PARTIES AS AN AGREEMENT ON THE DAY FIRST MENTIONED.

Company: New Hope FZCO

Legal Representative:

Signature _____

نيو هوب ش.ذ.م
Dubai - U.A.E
NEW HOPE FZCO

Distributor: LEVEL FIVE COMPANY for Trading mobile phones,Electrical Devices,Spare Part and Accessories,Ltd.

Authorized Representative:

Signature _____

For Trading Mobile Phones, Electrical Devices, Spare Parts and Accessories Ltd./ Private Company
LEVEL FIVE COMPANY