
Exclusive Agency Agreement

This agreement is made and entered into by and between the parties concerned on the basis of equality and mutual benefit to develop business on terms and conditions mutually agreed upon as follow:

1. The Parties Concerned**Party A:** TOKO Welding LLC

Corp Add: Kameido, 9-34-18, Koto, Tokyo, Japan.

Email: jp@tokoc.com Web: <http://www.tokoc.com>**Party B:** _____

Add: _____

Tel: _____ Fax: _____

Email: _____ Web: _____

2. Party A hereby appoints Party B as its Exclusive Agent to solicit orders for the commodity stipulate in Article 3 from customers in the territory stipulated in Article 4, and Party B accepts and assumes such appointments.

3. Commodity:

“TOKO” brand “Welding Electrode, Welding Wire, Welding Flux, Welder” etc products

4. Territory: In _____ territory only.**5. Minimum turnover:**

Party B shall undertake to solicit orders for the above commodity from customers in the above territory during the effective period of this agreement for not less than USD _____.

6. Price and Payment:

The price for each individual transaction shall be fixed through negotiations between Party B and the buyer, and subject to Party A's final confirmation. Payment shall be made by 30% deposited in advance, balance against Fax copy of B/L or by irrevocable L/C opened by the buyer in favor of Party A or pre-informed title, which shall reach Party A 7-working days after the date of contract.

7. Exclusive Right:

In consideration of the exclusive rights granted herein, Party A shall not, directly or indirectly, sell or export the commodity stipulated in Article 4 to customers in _____ through channels other than Party B; Party B shall not sell, distribute or promote the sales of any products competitive with or similar to the above commodity in _____ and shall not solicit or accept orders for the purpose of selling them outside _____. Party A shall refer to Party B any enquiries or orders for the commodity in question received by Party A from other firms in _____ during the validity of this agreement.

8. Market Reports:

In order to keep Party A well informed of the prevailing market conditions, Party B should undertake to supply Party A, at least once a quarter or at any time when necessary, with market reports concerning changes of the local regulations in connection with the import and sales of the commodity covered by this agreement, local market tendency and the buyer's comments on quality, packing, price, etc. of the goods supplied by Party A under this agreement. Party B shall also supply party A with quotations and advertising materials on similar products of other suppliers.

9. Advertising and Expenses:

Party B shall bear all expenses for advertising and publicity in connection with the commodity in question in _____ within the validity of this agreement, and shall submit to Party A all audio and video materials intended for advertising for prior approval.

10. Transactions between Governmental Bodies:

Transactions concluded between governmental bodies of Party A and Party B shall not be restricted by the terms and conditions of this agreement, nor shall the amount of such transactions be counted as part of the turnover stipulated in Article 5.

11. Industrial Property Rights:

Party B may use the trade-marks owned by Party A for the sale of the Kitchen Utensils covered herein within the validity of this agreement, and shall acknowledge that all patents, trademarks, copy rights or any other industrial property rights used or embodied in Article 3 descriptive items shall remain to be the sole properties of Party A. Should any infringement be found, Party B shall promptly notify and assist Party A to take steps to protect the latter's rights.

12. Validity of Agreement:

This agreement, when duly signed by the both parties concerned, shall remain in force for 12 months from _____ to _____, and it shall be extended for another 12 months upon expiration unless notice in writing is given to the contrary.

13. Termination:

During the validity of this agreement, if either of the two parties is found to have violated the stipulations herein, the other party has the right to terminate this agreement.

14. Force Majeure:

Either party shall not be held responsible for failure or delay to perform all or any part of this agreement due to flood, fire, earthquake, draught, war or any other events which could not be predicted, controlled, avoided or overcome by the relative party. However, the party affected by the event of Force Majeure shall inform the other party of its occurrence in writing as soon as possible and thereafter send a certificate of the event issued by the relevant authorities to the other party within 15 days after its occurrence.

15. Arbitration:

All disputes arising from the performance of this agreement shall be settled through friendly negotiation. Should no settlement be reached through negotiation, the case shall then be submitted for arbitration to the China International Economic and Trade Arbitration Commission (“CIEATAC” Shanghai) and the rules of this Commission shall be applied. The award of the arbitration shall be final and binding upon both parties.

PART B SIGNED BY:

For and On Behalf of

Name:

Title:

Date:

PART A SIGN BY:

For and On behalf of

TOKO Welding LLC

Name: William Wu

Title: Managing Director

Date: