



# **DISTRIBUTION AGREEMENT**

**Between**

**ANGUSTOS INC.**

(As Supplier)

**AND**

**VIETNAM DIGITAL**

(As Distributor)

**Date: 2021/06/01**





**THIS PRODUCT SUPPLY, SERVICE AND CORPORATION AGREEMENT**  
is entered into on this date by and between:

- **ANGUSTOS INC.**  
7906 Peyton Forest Trail, 2nd Floor. Annandale, VA 22003, USA

AND

- **Vietnam Digital Technology and Solution Joint Stock Company**  
No.10, 7th floor, MAC PLAZA Commercial Center, Tran Phu street, Mo Lao ward,  
Ha Dong district, Hanoi, Vietnam.

ANGUSTOS and VIETNAM DIGITAL here in after jointly referred as the “**Parties**” and individually as a “**Party**”

**WHEREAS**

- ANGUSTOS INC. is a manufacturer and brand owner of ANGUSTOS, supplier of high-performance display products like Video Wall Controller, Pro AV, KVM Switch, LCD Video Wall, IP Camera and in addition related solutions and services (hereinafter jointly referred to as the “**Product**”).
- VIETNAM DIGITAL is a company which has been operating with the business purpose to design and supply of various digital communication products to customers in entire Vietnam Region.
- VIETNAM DIGITAL will purchase the products from ANGUSTOS with the purpose to resell the products or to integrate the product systems for sale to users within the territory, primarily to end users of the product.
- The primary purpose of this agreement is to regulate the terms and conditions of ANGUSTOS supplying products to VIETNAM DIGITAL.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS, AND CONDITIONS SET OUT HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:





**PART ONE: TERMS GOVERNING THE SALE AND PURCHASE OF THE PRODUCTS.**

• **RELATIONSHIP.**

- ANGUSTOS hereby appoints VIETNAM DIGITAL as a non-exclusive distributor of Products in the Territory during the Term, and grants Distributor a limited license to use, demonstrate, sell, market, publicly perform and publicly display for marketing purposes, and distribute the Products directly or through its channels. Said license hereunder only includes a license under all presently existing intellectual property rights necessary for VIETNAM DIGITAL to perform all acts contemplated herein. VIETNAM DIGITAL accepts such appointment and license and agrees to acquire the Products from ANGUSTOS under the terms and conditions of this Agreement.
- VIETNAM DIGITAL warrants that it shall not sell, deliver, tender (or cause to be delivered or tendered) the Products outside the Territory, and shall use its best efforts to restrain its resellers not to resell the Products outside the Territory. VIETNAM DIGITAL shall not solicit orders from any prospective purchaser with its principal place of business located outside the Territory. If VIETNAM DIGITAL receives any order from a prospective purchaser whose location is outside the Territory, VIETNAM DIGITAL shall not accept any such order and shall immediately refer that order to ANGUSTOS. Distributor shall not sell any Products to a purchaser if VIETNAM DIGITAL knows or has reason to believe that such purchaser intends to remove those Products from the Territory.
- VIETNAM DIGITAL shall observe and follow all necessary licenses, certificates, consents, approvals, and permissions required for the storage, sale, marketing, export, import, maintenance, and/or distribution of Products under the applicable rules, regulations, industrial requirements, administration requirements, environmental requirements, governmental orders, and/or laws.
- VIETNAM DIGITAL shall provide monthly project pipelines containing information such as updated project status including project stage, quantities and specifications of Products in order for ANGUSTOS to arrange weekly conference calls to discuss above matters with VIETNAM DIGITAL.
- VIETNAM DIGITAL shall quarterly organize the seminars & workshops base on the specific topic of product ranges.
- VIETNAM DIGITAL shall provide Clearly marketing plans & action plans for ANGUSTOS's reference.
- VIETNAM DIGITAL shall provide quarterly sales and inventory information, and shall keep sufficient inventory of the Product to supply its customers in the Territory taking into account the necessary lead-time of production and delivery.



- **SALE AND PURCHASE OF THE PRODUCTS.**

- ANGUSTOS shall supply and VIETNAM DIGITAL shall purchase Products according to the specification sent to ANGUSTOS by VIETNAM DIGITAL.
- Subject to the issued Purchase Orders, VIETNAM DIGITAL agrees to purchase the Products from ANGUSTOS on terms and conditions as set forth in this Agreement.
- Any Sale and Purchase of Products between the parties during the term of this agreement are subject to and governed by this agreement unless otherwise is agreed in writing.
- ANGUSTOS shall supply the products to VIETNAM DIGITAL within the number of days from the issuance of a Purchase Order to the Agreed Delivery Date. For the avoidance of doubt, the Delivery Time shall be minimum number of days between the date of the issuance of a Purchase Order and the Requested Delivery Date in that Purchase Order that ANGUSTOS is obligated to accept.
- ANGUSTOS shall keep VIETNAM DIGITAL continuously updated on technological improvements regarding the Product as well as new Products being released in the market, including developments and technological achievements that may increase the performance and/or the cost efficiency of the Products.

- **TERRITORIAL LIMITATIONS**

- VIETNAM DIGITAL territory is Vietnam.
- VIETNAM DIGITAL could not sell any goods to any persons, companies, firms outside the territory, and shall be knowingly having approval from the Vendor selling out of its own territory. The Agreement will be canceled if the Distributor does not comply with the request.

- **PURCHASE ORDER AND ORDER CONFIRMATIONS**

- VIETNAM DIGITAL shall submit a purchase order (the “**Purchase Order**”) for each desired Delivery of Products. A Purchase Order shall at minimum contain the following information:



- Reference to this Agreement.
  - Identification of the Products by proper name and number (if any)  
Product Prices and Quantities.
  - Delivery address, including contact names and telephone.
  - Requested Delivery Date.
  - Issue date of Purchase Order.
- A Purchase Order shall be sent by e-mail, partner portal or alternatively by telefax.
  - ANGUSTOS shall issue confirmation of a Purchase Order (“**Order Confirmation**”) within three (3) working days after the issue date of the Purchase Order.
  - In case there is a discrepancy between the terms and conditions of this Agreement and the individual Purchase Order, the terms and conditions of this Agreement shall prevail, unless otherwise is expressly stated in the Order Confirmation.
- **PRICES**
    - The Products shall be delivered at the prices set forth in separate price list issued by ANGUSTOS (the “**Product Price**”).  
According to ANGUSTOS product price list, the sales target of VIETNAM DIGITAL at Vietnam territory.
    - VIETNAM DIGITAL's period target for the goods of the Vendor is USD 350,000 per annum, divide for each month around USD 29,000.
    - VIETNAM DIGITAL shall order monthly Purchase Order (PO) for stock to provide to channel market.
    - MOQ (Minimum Order Quantity) shall be no less than USD 3,000 per order per invoice
    - This Agreement will be terminated automatically either 80% of the yearly target is not achieved within the first 12 months or the Distributor does not release the purchasing order (excludes the sample order) within 30 days after signing agreement.
  - ANGUSTOS is entitled to determine the partnership with Distributor based on review of VIETNAM DIGITAL's purchase performance over a consecutive two-quarter period. ANGUSTOS is entitled to terminate this Agreement without cause and cost.



- All Taxes, Fees and other public charges on or required for the products incurred before and until Delivery, including but not limited to costs and charges on any certificate of origin for the product, shall be borne by ANGUSTOS and shall be the sole responsibility of ANGUSTOS. All Taxes, Fees and other public charges incurred upon and as a result of the Delivery shall be borne by VIETNAM DIGITAL and shall be the sole responsibility of VIETNAM DIGITAL.
- **INVOICING AND PAYMENT**
  - ANGUSTOS shall issue an invoice upon each delivery. The invoice shall be sent by e-mail to VIETNAM DIGITAL, refer to relevant purchase order and order confirmation and shall include the invoice amount (stating the Product volume and per-unit price), specify any VAT and/or other taxes due on the invoice, and the date for payment.
  - Payments Term 100% T/T in advance.
- **DELIVERY**
  - The Product shall be delivered on DDP term in Hanoi Vietnam.
  - Each shipment, or as the case may be each pallet or other product container that may be used, shall contain a data sheet containing the product specifications and confirmation that the products meet the product specifications and the warranties set forth in this Agreement, as well as a user manual and a quick reference guide.
- **DELAYED DELIVERY**
  - If the Delivery does not take place in it's entirely on the Agreed Delivery Date, A delay shall be deemed to exist (hereinafter referred as a "**Delay**"). Delivery of products with non-compliance of the specifications shall be regarded as delayed delivery accordingly.
  - ANGUSTOS shall as soon as possible inform VIETNAM DIGITAL of any event which may delay or hinder the timely Delivery of Products. Likewise, ANGUSTOS shall inform VIETNAM DIGITAL if ANGUSTOS has reason to believe that any defective or non conforming products have been delivered. In the event that ANGUSTOS deems that a delay is likely to occur, it shall immediately inform VIETNAM DIGITAL of the anticipated delay, the actions



being taken by ANGUSTOS to avoid or minimize the delay and the expected new date of Delivery.

- In the event that the delayed Products have not been delivered on the 30<sup>th</sup> day after the agreed Delivery Date, VIETNAM DIGITAL shall in its sole discretion upon written notice to ANGUSTOS, have the right to cancel the actual Purchase Order at no cost, provided that Delivery has not taken place at the time of cancellation. If the delay only applies to a part of the quantity included in the Purchase Order, VIETNAM DIGITAL's right of cancellation shall only apply to such delayed quantity.

- **PACKAGING**

- ANGUSTOS is responsible for the appropriate packaging of the Products in order to secure the Products for transportation.

- **TEST AND INSPECTIONS**

- VIETNAM DIGITAL shall without undue delay after the Products arrival at the final destination make a visual inspection of appearance of the package, the packing list, labeling and Product certificate in accordance with sound business practice. In the event that the Products are shipped directly to the end user, VIETNAM DIGITAL is responsible for such visual inspection of appearance to be made by the end user. In the event that any defaults are detected under the visual inspection of appearance, VIETNAM DIGITAL shall without undue delay notify ANGUSTOS. If ANGUSTOS has not received a written notification within 30 (thirty) days after the delivery, the inspection of appearance shall be regarded as accepted and ANGUSTOS shall be released from any obligations or liability due to any Product defects which VIETNAM DIGITAL (or, as the case may be, the end user) could reasonably have detected under the inspection of appearance.

- **PRODUCT WARRANTIES**

- General performance of the Product: ANGUSTOS warrants that
  - The Products are in conformity with the Specifications
  - The Products are free of any flaws in design. Workmanship and materials and
  - The Products fulfill public requirement regarding environment, quality and safety applying in the territory.



- Warranty period: The warranty period shall be 24 months after Delivery, provided, however, that the period shall be extended by up to three (3) months if and to the extent that the actual Products have been stored on the VIETNAM DIGITAL 's warehouse or in a bonded warehouse prior to the delivery to end user (the "**Warranty Period**").
- Warranty claims: A warranty claims based on a defect or insufficient Product must be presented to the ANGUSTOS by written notice without undue delay after the grounds for the claim was detected by the VIETNAM DIGITAL or, as the case may be, by the end user.
- Upon a documented warranty claim, ANGUSTOS shall without undue delay. Replace the defective Product with an equivalent non-defective Product or replay the Product Price. ANGUSTOS shall in addition pay compensation for any reasonable cost, direct loss or damages suffered by the VIETNAM DIGITAL as a result of the defect Product, including but not limited to transportation costs and cost for temporary measures in order to replace the defect Product. Products are subject to the same warranty conditions as for the original supplies, counted from the date on which the replacement was completed or, as the case may be, the delivery of replace Product.
- **FORCE MAJEURE**
  - Neither Party shall be responsible or liable to the other Party for any non-fulfillment or delays or additional costs in fulfillment of its obligations under this Agreement due to reasons generally understood to constitute force majeure, and the affected Party is prevented from, either in whole or part, the fulfillment of its obligations under this Agreement , and the affected Party has exercised ordinary care in the prevention or mitigation thereof and cannot reasonably prevent or overcome the consequences.
  - A Party who is exposed to force majeure which leads to the inability to perform its obligations under this Agreement shall immediately and not later than five (5) days of the occurrence of the event, notify the other Party in writing of the reasons for non-fulfillment or delays in fulfillment of its obligations under this Agreement due to force majeure with appropriate documentary evidence, and shall within the same time limit propose to the other Party any equitable remedy for such non-fulfillment or delays in fulfillment of its obligation under this Agreement.





- The Party who is delayed or prevented in its performance by the foregoing circumstances shall exert its best efforts to recommence performance as soon as possible.
- If the force majeure event should continue beyond 90 days, then the Parties shall meet to discuss and agree on how to proceed or on whether to suspend or terminate the Agreement.
- If the force majeure event should continue beyond a further 180 days following the aforementioned discussions, either Party may terminate the Agreement in writing immediately.

## PART TWO: GENERAL PROVISIONS

### • CONFIDENTIALITY

- During the term of the Agreement and at any time thereafter, each Party agrees to keep confidential and not to disclose to any person the existence or the terms of the Agreement, nor any information relating to the Product or any other aspect of the Party's business practice or relationships; organization, technology, Production methods or any other information that by its nature is confidential, proprietary or as trade secret, with the exception of in respect of employees, professional and financial advisors and institutions with a need to know within the normal activities of the Parties and then only when these have signed non-disclosure or secrecy Agreements or perform under confidential professional/banking relationship rules and regulations.

### • CHOICE OF LAW, DISPUTE RESOLUTIONS AND VENUE

- Choice of law: This Agreement shall be governed by and construed in accordance with the laws of US prior to delivery and laws of Vietnam post delivery.
- Trade terms under this Agreement and each Purchase Order shall be governed and interpreted under and by International Chamber of Commerce Terms and its later amendments.

### • SEVERANCE

In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall be



interpreted so as reasonably to affect the intent of the Parties. The Parties shall use their reasonable best efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

- **ENTIRE AGREEMENT; AMENDMENTS**

This Agreement, including all exhibits schedules, purchase orders, and annexes hereto contain, together with a Purchase Order and an Order Confirmation, the complete and entire Agreement among the Parties as to the subject matter hereof and replace and supersede any prior or contemporaneous communications, representation or Agreements, whether oral or written, with respect to the subject matter of this Agreement. No modifications or amendments of the Agreement shall be binding unless it is written and signed by the Parties.

- **ASSIGNMENT**

A Party may not assign the Agreement, or any rights or obligations hereunder, without the prior written consent of the other Party.

- **TERM AND TERMINATION**

- This Agreement shall become effective as of the date of signature, and shall remain in effect until terminated by a Party.
- The Agreement when duly signed by the both Parties concerned, shall remain effect for 12 months from 2021/06/01 date to 2022/06/01 date The Agreement may be terminated by either Party, upon one hundred and eight (180) prior written notice.
- Upon any termination of this Agreement of rights and obligations under this Agreement will automatically terminate, except for rights accruing prior to such termination and for obligations which expressly or by implication are intended to survive termination. It is particularly understood that the terms of this Agreement will remain in full force and effect for Purchase Orders placed prior to such termination.

- **NOTICES**





- All notices shall be written in English and served to other Party's respective representatives by e-mail, fax or courier to the addresses as provided on page no. 1 of this Agreement, including the reference of this Agreement, the date of signature, the Parties and contact details.
- If any changes of the addresses occur, the Party, whose address has been changed, shall inform the other Party of the change of its address within 10 days after the change.

• **USAGE OF DOMAIN NAME**

- All notices shall be written in English and served to other Party's respective representatives by e-mail, fax or courier to the addresses as provided on page no. 1 of this Agreement, including the reference of this Agreement, the date of signature, the Parties and contact details.
- Distributor hereby understands (1) ANGUSTOS has created and registered its trademark, logo, domain or other related mark ("Trademark"); and (2) ANGUSTOS will proceed with legal actions to protect its intellectual property right, thus, without the prior written consent of ANGUSTOS, Distributor shall not use or register any marks and domain name confusingly similar to ANGUSTOS Trademarks, nor shall Distributor use ANGUSTOS Trademarks in conjunction with any other mark or products. In the event that Distributor has registered or maintained a similar trademark or domain before the Effective Date, ANGUSTOS will discuss, manage, and decide the strategies of the Local ANGUSTOS Domain Name and Local ANGUSTOS Web Site usage, although such domain name may be registered and maintained by Distributor.
- Both Parties hereby acknowledge and irrevocably agree that ANGUSTOS is entitled to, for the sole benefit of ANGUSTOS, ask Distributor to immediately transfer the ownership of the registered Domain Names to ANGUSTOS, Distributor shall take all necessary corporate actions to obtain all consents and approvals of any third party and/or government authorities. ANGUSTOS will, at ANGUSTOS's sole discretion, reimburse Distributor for related maintenance fees or registration fees incurred hereby and in accordance with usage and efficiency of the Domain Name. Distributor will not engage in any action that will be of detriment to the validity of the Domain Names after the completion of the transfer and/or termination of this Agreement.
- The Local ANGUSTOS Web Site shall be exclusively used for promoting, selling, and performing marketing activities for the Product(s) adopted ANGUSTOS Trademark, and not for any other products except with the express written consent of ANGUSTOS.
- The Distributor shall use and maintain Local ANGUSTOS Web Site prudently in accordance with ANGUSTOS's policy and guidelines without tarnishing ANGUSTOS's image, reputation, business, and goodwill.





- Upon termination of this Agreement, Distributor shall, pursuant to ANGUSTOS's instructions with ANGUSTOS's specified period withdraw the registration of the Local ANGUSTOS Domain Name or transfer the domain name and all corresponding rights to ANGUSTOS or a third party designated by ANGUSTOS.
- Distributor shall refrain from any use of the trademarks and trade names of ANGUSTOS for any other purpose. Distributor shall immediately cease from using Local ANGUSTOS Domain Name and Local ANGUSTOS Web Site to ANGUSTOS and turn over the maintenance to ANGUSTOS.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement.

Date: 2021/06/01

By: Signature \_\_\_\_\_

Name:  
Title:

Date: 2021/06/01

By: Signature \_\_\_\_\_

Name:  
Title:

