



2024 Distribution Agreement

Contract No.: SHHN24-XXXX-2024-001

Date: 2024/xx/xx

For the view of long-term partnership and solar business cooperation, based on mutual trust, mutual support and mutual benefit, this Agreement is entered into between the parties on terms and conditions mutually agreed as follows:

1. Contracting Parties

Supplier:

(hereinafter called 'Party A')

Agent

(hereinafter called 'Party B')

Party A hereby appoints Party B to represent as agent to promote and sell solar modules in the area, region or country of Party B.

2. Commodity

modules/panels (156.75Series, 166Series, 182Series and all the other module types) within the duration of this Agreement.

modules/panels will be made in China, Indonesia, Cambodia or USA.

3. Non Exclusivity and Territory

Party B will work as Party A's Non Exclusive Distribution Agent in the _____ (country/region)

4. Confirmation of Orders

The quantities, prices, payment terms and delivery time of each shipment shall be confirmed by Party A in each transaction, the particular terms of which are to be specified in the written documents of POs, PIs or Sales Contracts signed by the two parties.

5. Price and Payment

1. Party A will inform Party B of Party A Monthly Sales Guiding Prices Policy in the 1st week of each month. Party A will offer the most competitive prices in different times to support Party B to develop local markets.

2. Payment terms shall be negotiated before signing Sales Contract or Orders, which will be specified in the POs. Party A request the payment terms of 20% deposit, and balance payment should be paid by T/T before each shipment, or by T/T at sight of B/L copies.

3. Party B should abide by Monthly Sales Guiding Prices Policy, to make sure local market prices and brand reputation will not be disturbed or damaged by unreasonable lower prices.

6. Commission

1. For the projects bigger than 5MW, Party A prefers to sign the contracts directly with Party B's customers.
2. If the contracts are signed directly between Party A and Party B's customers, Party A will pay a commission to Party B. Both Parties will discuss about the commission rate for each Contract and sign Agreements or a Commission Confirmation Letter.
3. The commission rate will be the mark-up price between the price Party A offered to Party B and the contract price with Party B's customers.

7. Reports on Market Conditions and Local Services

1. Party B shall forward Party A the detailed reports on local market conditions once every month or at any time when necessary, concerning changes of the local regulations, new FIT policies for solar business, local market tendency and the consumers' comments on quality, packing, price of the goods, and etc.
2. Party A will authorize Party B to represent Party A to provide local services for other customers of Party A in this region/country.

8. Advertising & Publicity Expenses

1. Party B shall bear all expenses for local advertising and publicity within the aforementioned territory within the duration of this Agreement.
2. Party A will provide Party B with supports for marketing materials if needed.

9. Non Exclusive Right and Monthly Distribution Volume Commitment

1. Party B has the Non Exclusive right for the commodity stipulated in Article 2.
2. Party B shall purchase average at least 300KW per month from Party A, and Party B shall purchase totally at least 3000KW from Party A in each year.
3. If Party B fails to purchase 300KW for 3 consecutive months, Party A has the right to terminate this Agreement, except that Party B confirms in written that the Volume Commitment will be realized in the next (4th) month.

10. Confidentiality

1. All information provided by one party to the other party in performance of this Contract, including, but not limited to that of a business, technical, or strategic nature (hereinafter "Confidential Information") shall be treated as strict confidential by the receiving party. The receiving party will not use such Confidential Information for purposes other than performing its obligations under this agreement. Nor will it permit any other person or entity to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of or disclose such Confidential Information without the express written permission of the disclosing party. All Information necessary for the successful sale and marketing of modules such as e.g. technical specifications and details, the name of the manufacturer etc. are excluded from this clause. The obligations under this Clause shall survive within 3 years after the termination of this agreement.

2. All documents and materials provided to Party B within this contract remain the property of Party A only. Party B commits to hand all documents and Confidential Information back to Party A or to destroy them on Party A's request. In particular Confidential Information saved in electronic Medias shall be destroyed, if there is no possibility to return them to Hounen. This obligation extends to all copies of Confidential Information. Upon request of Party A, Supplier shall confirm by a sworn statement in writing to Party A that the respective Confidential Information have been destroyed.

11. Force Majeure

No party shall be held responsible for failure or delay to perform all or any part of the contract due to a Force Majeure condition, including flood, fire, earthquake, drought, war or any other events, which could not be predicted at the time of the conclusion of the contract, and could not be controlled, avoided or overcome by any party. However, the party affected by the event of Force Majeure shall inform the other Party of its occurrence in written as soon as possible and thereafter send a certificate of the event issued by the relevant authority to the other party but no later than 15 days after its occurrence. If the event of Force Majeure lasts more than 90 days, the relevant parties shall negotiate the continuous performance or the termination of the contract.

12. Intellectual Property Rights

Party B may use the trademarks owned by Party A for the sale of the commodity stipulated in Article 2 within the validity of this agreement, and Party B shall acknowledge that all patents, trademarks, copyrights or any other industrial property rights used or embodied in the commodity 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.

13. Validity of Agreement

This Agreement, after being signed by both Parties, shall remain in force for two(2) years, from ___2024/xx/xx___(date) to ___2026/xx/xx___(date). If either Party wishes to extend this Agreement, he shall notice, in writing, the other Party one month prior to its expiration. Two parties shall sign new Agreements.

14. Termination

Should either Party fail to implement the terms and conditions herein or breach this agreement, the other Party is entitled with the rights to terminate this Agreement by a written Cooperation Termination Notification Letter.

15. Dispute Settlement

Any dispute arising from or in connection with this Contract shall be settled through friendly negotiations. In case no settlement can be reached and regulations in effect at the time of applying for arbitration. The arbitration will be final and binding upon both parties.

This Agreement will be signed by both sides, the dispute shall be then submitted to International Economic and Trade Arbitration Commission (Shanghai or in a third country agreed by both parties) in accordance with its rule Party holds one.

Signatures and Stamps:

Party A:

Representative: _____

Signature : _____

Date: _____

Party B:

Representative: _____

Signature : _____

Date: _____