

EXCLUSIVE DISTRIBUTION AGREEMENT (FOR REFERENCE)

This Exclusive Distribution Agreement is made and entered into this [insert date] by and between [insert name] with its principal place of business located at [insert address] (the “Distributor”) and INFINITY SAV Co.LTD with its principal place of business located at Seoul, South Korea (the “Supplier”) (hereinafter referred to individually as a “Party” and collectively as “the Parties”).

WHEREAS, Supplier is in the business of developing, manufacturing and selling throughout the world Fossil Fuel Free Power Generator (the “Generator”);

WHEREAS, Distributor wishes to distribute certain Supplier product in [insert list of countries];

WHEREAS, Distributor is obliged to pay a deposit amount of €100,000 Euro within 5 (five) working days after the signing of this Agreement; In case of non-payment, Supplier reserves the right to terminate this Agreement unilaterally;

WHEREAS, Supplier wishes to provide product to Distributor for distribution on an exclusive basis;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Definitions. In this Agreement, the following terms shall have the following respective meanings:

(a) “Agreement” means this Exclusive Distribution Agreement and Exhibit A and Exhibit B hereto.

(b) “Confidential Information” means any and all information that is disclosed by one Party to the other Party and that relates to a Party’s business or the Parties’ business relationship hereunder, including, but not limited to, information concerning a Party’s finances, products, services, customers and suppliers. Any Confidential Information disclosed in tangible form shall be marked as “CONFIDENTIAL” or “PROPRIETARY” or by a similar legend by the disclosing Party prior to disclosure. Any Confidential Information disclosed orally or visually shall be identified as such prior to, concurrent with or following disclosure and summarized in writing by the disclosing Party to the receiving Party within thirty (30) calendar days of the disclosure.

Confidential Information shall not include information which: (i) is in or comes into the public domain without breach of this Agreement by the receiving Party; (ii) was in the possession of the receiving Party prior to receipt from the disclosing Party and was not acquired by the receiving Party from the disclosing Party under an obligation of confidentiality or non-use; (iii) is acquired by the receiving Party from a third party not under an obligation of confidentiality or non-use to the disclosing Party; or (iv) is independently developed by the receiving Party without use of any Confidential Information of the disclosing Party.

(c) “Effective Date” means the date first written above.

- (d) “General Terms and Conditions” means the Supplier’s then-current General Terms and Conditions, a current copy of which is attached under Exhibit A hereto.
- (e) “Product” means the Supplier product listed in Exhibit B attached hereto from time to time.
- (f) “Term” means the period commencing on the Effective Date and terminating as set forth in Article 9 hereof.
- (g) “Territory” means list of countries covered by the distributorship.
- (h) “Trademarks” means all trademarks, service marks, logos, brand names, trade names, domain names and/or slogans used by Supplier in connection with the Product from time to time (whether registered or unregistered).

2. Grant of Right to Distribute

- (a) Appointment. Subject to the terms and conditions of this Agreement, including, without limitation, the General Terms and Conditions, Supplier hereby appoints the Distributor as its exclusive distributor of the Product within the Territory, and the Distributor hereby accepts such appointment. Distributor agrees not to distribute Product through sub-distributors.
- (b) Restrictions on Distributor’s Activities. Distributor shall not: i) establish a warehouse or sales office for the Product outside the Territory, ii) engage in any promotional activities relating to the Product directed primarily to customers outside the Territory, iii) solicit orders for Product from any prospective customer located outside the Territory, or iv) make any changes to the Product or their packaging without the prior written consent of Supplier.
- (c) Reservation of Rights by Supplier. Supplier reserves the right to take the following actions at any time upon sixty (60) calendar days prior written notice to Distributor without liability: (i) to add Product to or delete Product from Exhibit B hereto, (ii) to modify the design of or upgrade the Product or any part of the Product.

3. Trademarks

- (a) Ownership. The Distributor acknowledges Supplier’s exclusive ownership of the Trademarks and acquires no right, title or interest in or to the Trademarks hereunder. Any and all goodwill associated with the Trademarks will inure exclusively to the benefit of Supplier. During the Term, the Distributor shall not attempt to register any of the Trademarks or any trademarks, service marks, logos, brand names, trade names, domain names and/or slogans confusingly similar to the Trademarks.
- (b) Grant of Rights. Supplier hereby grants to the Distributor for the Term, and subject to the terms and conditions herein, a non-exclusive, non-transferable, revocable right to use the Trademarks in connection with the marketing, use, sale and service of the Product in the Territory in accordance with the terms and conditions of this Agreement and any guidelines issued by Supplier from time to time. Distributor shall not alter or remove any Trademarks applied to the Product. During the Term, Distributor shall have the right to indicate to the public that it is an authorized distributor of the Product.

4. Prices

Supplier provides a 30% discount to Distributor for the Product. Distributor shall pay for Product and spare parts at the prices specified in Supplier's then current price list. Supplier may change the prices at any time by providing thirty (30) calendar days written notice to Distributor.

5. Shipment

The Product shall be delivered on EXW Incoterms 2010 basis.

6. Product Warranty

(a) Supplier warrants to Distributor that the Product will be free from defects in material and workmanship for a period of twenty-four (24) months from the date of completion of installation at the end-user site, but in no event shall the warranty period extend beyond twenty-seven (27) months after the date of original shipment. This Product Warranty is extended to Distributor only, and such warranty may not be passed through to Distributor's customer.

(b) The sole responsibility of Supplier under the foregoing warranty shall be limited, at its option, to the repair or replacement, Ex-Factory of defective parts returned prepaid by Distributor. Replacement parts supplied by Supplier will be guaranteed for the remainder of the Product warranty period or ninety (90) days from date of shipment from factory, whichever is greater. The nature of the warranty defect and including an explanation of any special circumstances.

(c) All Supplier warranties hereunder are conditioned upon proper use of the Product in the application for which they are intended, and no warranty shall apply to: (i) any product modification, installation, service or repair made by or on behalf of Distributor, other than by Supplier, without the written approval of Supplier; or (ii) Product damage caused by accident, neglect, or any cause other than ordinary use.

(d) The foregoing warranty is exclusive and in lieu of all other warranties, express or implied (including any warranty of merchantability or fitness for a particular purpose). Repair or replacement in the manner provided above shall be the sole and exclusive remedy of purchaser for breach of warranty and shall constitute fulfilment of all liabilities of Supplier with respect to the quality and performance of the products.

(e) Supplier shall not be liable to Distributor or to Distributor's customer (including negligence and strict liability), for loss or damage to property of Distributor, customer or other parties, loss of use, loss of revenues or profits, or for any special indirect, incidental or consequential damage whatsoever.

7. Confidentiality

(a) Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance, in writing, by the disclosing Party or except as expressly permitted by this Agreement, the receiving Party will not, except as required by law or court order, use Confidential Information of the disclosing Party or disclose it to any third party for the Term and for a period of five (5) years thereafter. The receiving Party may disclose Confidential Information

of the disclosing Party only to those of its employees or contractors who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee or contractor, such employee or contractor shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, the receiving Party shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees or contractors. The receiving Party shall use the same degree of care to avoid disclosure of the disclosing Party's Confidential Information as the receiving Party employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

(b) Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon the disclosing Party's earlier request, the receiving Party will deliver to the disclosing Party all of the disclosing Party's property or Confidential Information in tangible form that the receiving Party may have in its possession or control. The receiving Party may retain one copy of the Confidential Information in its legal files.

8. Infringement of Intellectual Property Rights

The Distributor agrees that if it is notified or otherwise obtains knowledge of any actual or alleged infringement of the Trademarks or any other intellectual property rights of Supplier by a third party in the Territory, the Distributor will promptly notify the Supplier. No legal proceedings shall be instituted by the Distributor against any third party in respect of any such actual or alleged infringement without the prior written consent of Supplier. Distributor shall cooperate fully with Supplier in any legal proceedings instituted by Supplier, at Supplier's expense.

9. Term and Termination

(a) Term. This Agreement shall commence on the Effective Date and shall, unless earlier terminated pursuant to Article 9 (b) or (c), continue for a term of five (5) years following the Effective Date (the "Initial Term"). Upon expiration of the Initial Term and each Renewal Term thereafter, this Agreement will be automatically renewed for an additional one (1) year term (the "Renewal Term") unless terminated by either Party upon thirty (30) calendar days written notice to the other Party prior to the expiration of the Initial Term or any Renewal Term.

(b) Termination Without Cause. After the five (5) year of this Agreement, this Agreement may be terminated by Supplier at any time for any reason by giving thirty (30) calendar days written notice of such termination to the Distributor. Distributor may terminate this Agreement at any time for any reason by giving thirty (30) calendar days written notice of such termination to the Supplier. Distributor agrees to transfer the entire database of its customers to the Supplier (or to the authorized representative), as well as the website domain, the service documentation, notifying the Supplier 30 days before the termination of this Agreement.

10. Sell-Off Period; Repurchase of Inventory

(a) Sell-Off Period. Upon termination or expiration of this Agreement, Distributor shall have the right to sell off its remaining inventory of Product and spare parts on a non-exclusive

basis for so long as such inventory exists; provided, however, that Distributor shall comply with all terms and conditions of this Agreement, including those that restrict Distributor's activities. Distributor's rights under this Article 10 (a) are expressly subject to Supplier's option to repurchase Distributor's inventory of Product and spare parts as set forth in Article 10 (b) hereof.

(b) Option to Repurchase. If Distributor is unable to sell the remaining Product, the Supplier has the right to redeem the Product and spare parts at the original price without any extra charges.

11. Independent Contractors

It is understood that both Parties hereto are independent contractors and engage in the operation of their own respective businesses. Neither Party hereto is to be considered the agent of the other Party for any purpose whatsoever and neither Party has any authority to enter into any contract or assume any obligation for the other Party or to make any warranty or representation on behalf of the other Party. Each Party shall be fully responsible for its own employees, servants and agents, and the employees, servants and agents of one Party shall not be deemed to be employees, servants and agents of the other Party for any purpose whatsoever.

12. Non-Publicity

Each of Supplier and Distributor agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other Party except: (i) to its advisors, attorneys or auditors who have a need to know such information, (ii) as required by law or court order, (iii) as required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or (iv) as may be required in connection with the enforcement of this Agreement.

13. Assignment

Neither Party may without written approval of the other assign this Agreement or transfer its interest or any part thereof under this Agreement to any third party except that a Party may assign its rights or obligations to a third party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning Party.

14. Injunctive Relief

Each of Supplier and Distributor acknowledge that a violation of Article 3 or 7 would cause immediate and irreparable harm for which money damages would be inadequate. Therefore, the harmed Party will be entitled to injunctive relief for the other Party's breach of any of its obligations under the said Articles without proof of actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for such violation, but shall be in addition to all other remedies available at law or in equity.

15. Governing Law and Dispute Resolution

(a) It is the intention of the parties to use their reasonable best efforts to informally resolve, where possible, any dispute, claim, demand or controversy arising out of the performance of this Agreement by mutual negotiation and cooperation.

(b) In the event that the parties are unable to informally resolve any dispute, claim, demand, controversy or cause of action of every kind and nature whatsoever, known or unknown, vested or contingent, that such party may now have or at any time in the future claim to have based in whole or in part, or arising from or that in any way is related to the negotiations, execution, interpretation or enforcement of this Agreement (collectively, the "Disputes"), the parties agree that such Disputes shall be completely and finally settled by submission of any such Disputes to arbitration before a single arbitrator under the Rules of Conciliation and Arbitration of the International Chamber of Commerce then in effect. Unless the parties agree otherwise, the arbitration proceedings shall take place in Seoul, Republic of Korea, and the arbitration proceedings hereunder shall be conducted in English. The award of the arbitrator shall be in writing, shall be final and binding upon the parties, shall not be appealed from or contested in any court and may, in appropriate circumstances, include injunctive relief. Judgment on such award may be entered in any court of appropriate jurisdiction, or application may be made to that court for a judicial acceptance of the award and an order of enforcement, as the party seeking to enforce that award may elect.

16. Attorney's Fees

If any party shall commence any action or proceeding against another that arises out of the provisions hereof, or to recover damages as the result of the alleged breach of any of the provisions hereof, the prevailing party therein shall be entitled to recover all reasonable costs incurred in connection therewith, including reasonable attorneys' fees.

17. General

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. In the event of any discrepancy between the provisions of the Exclusive Distribution Agreement and the provisions of Exhibit A or Exhibit B, the terms and conditions of the Exclusive Distribution Agreement shall prevail. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

18. Survival of Provisions

The following provision of this Agreement shall survive the termination of this Agreement: Articles 7, 10, 12 and 18 of the Exclusive Distribution Agreement, Articles 3.5, 6, 7 and 8 of the General Terms and Conditions and all other provisions of the Exclusive Distribution Agreement and the General Terms and Conditions that by their nature extend beyond the termination of this Agreement.

19. Force majeure

(a) Force majeure, work disputes, unrest, actions by public authorities and unforeseeable, inevitable and serious events release the parties to the contract from their performance obligations for the duration of the interference to the extent of their effect. This also applies if these events occur at a time when the Party affected is in arrears.

(b) Within the realm of what is possible, the Parties to the contract are obliged to provide the necessary information without delay and to adapt their obligations to the changed circumstances in good faith.

20. Language

This Agreement has been written in the English language. It may be translated, for convenience, into other languages. However, in case of error or disagreement, the executed English language version shall prevail.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of
INFINITY SAV Co.LTD
66, Nonhyeon-ro 79 gil, Gangnam-gu,
Seoul, Republic of Korea

By: CEO
Name:
Title:

Signed for and on behalf of
[insert name of Distributor]

By:
Name:
Title:

EXHIBIT A

General Terms and Conditions

Distributor's Obligations

- (a) **Promotion Efforts.** Distributor shall actively promote the sales of Product within the Territory. Such promotion shall include, but not be limited to, advertising the Product in appropriate trade publications within the Territory, participating in appropriate trade shows, and directly soliciting orders from customers for the Product. In promoting the sale of the Product, Distributor shall use promotional literature provided by Supplier. Distributor may develop any other materials in connection with the promotion of the sale of Product (including, but not limited to, Product brochures), subject to Supplier's review and written approval prior to any use of such materials. Distributor shall not knowingly detract from the good name of the Supplier or the reputation of the Product.
- (b) **Inventory.** Distributor shall maintain a sufficient and representative inventory of the Product and spare parts to serve the customers in the Territory.
- (c) **Customer Service.** Distributor shall provide effective customer service (including, but not limited to, taking orders, responding to customer inquiries, fulfilling requests for quotes on Product pricing and providing after-sales service) on a timely basis and shall provide such assistance and information to customers. Distributor shall employ competent and experienced sales and technical staff. Distributor shall provide adequate and appropriate training to its staff concerning the Product. If the customer refuses to install the Product in the Territory, the Distributor shall not be responsible for the Product, if the Product is damaged due to the fault of the Supplier, a return guarantee within sixty (60) days.
- (d) **Product acceptance.** Distributor is obliged to notify of his visit to the Supplier to verify the functionality of the Product and completing the act of acceptance of the Product at the Supplier's warehouse. Distributor assumes the responsibility of receiving the Product in the Supplier's warehouse. Delivery from the warehouse is carried out according to the rules of the Incoterms EXW basis to the installation site of the customer in the Territory and connects the equipment.
- (e) **Annual Report.** Distributor shall provide Supplier with an annual report within one (1) months after the end of each calendar year showing annual sales figures and the quantity of Product on hand as at 31 December of each year.
- (f) **Product Recalls.** In order to assist Supplier in the event of a recall of Product sold by Distributor in the Territory, Distributor shall maintain a complete and current listing of the locations of all Product in Distributor's inventory and the names of customers who have purchased Product from Distributor together with the dates of such purchases and Product serial numbers.
- (g) **Order Forecasts.** Distributor shall provide to Supplier a written forecast of the number and type of Product expected to be ordered in the following three [3] month period. Distributor's forecasts are not binding on Distributor and will be used by Supplier only for planning purposes.

(h) Minimum Annual Purchase Quantities. Within twelve (12) months of the date of regulatory approval of each Product for sale in each country in the Territory, the Parties shall agree upon a minimum quantity of that Product to be purchased by Distributor during the first full calendar year following such approval date. On or before 1 July of each subsequent year, the Parties shall agree upon a minimum quantity of Product in the amount of 250 pcs. to be purchased during the following calendar year for resale in each such country. In case of impossibility of realization of the minimum purchase quantity of the order, the Supplier reserves the right to transfer the Exclusive Agreement of another company in this Territory, annulling this Agreement unilaterally.

(i) Pricing. Distributor shall be free to establish its own pricing for Product. Distributor shall notify Supplier of its pricing, as in effect from time to time.

Supplier's Obligations

(a) Supplier is required to provide a fully functional demonstration unit of the Generator for presentation and third party verification of performance. If the demonstration unit can not be transferred by Supplier to the Distributor within the specified time, the Distributor reserves the right to demand a deposit amount with a penalty not exceeding five (5) % within thirty (30) days.

(b) The Supplier undertakes to provide information on the quantity of the produced Product for the Distributor within 30 days from the date of notification.

(c) Supply. Supplier agrees to sell to Distributor the Product and spare parts ordered by Distributor in accordance with the terms of this Agreement, including without limitation the General Terms and Conditions. Supplier shall provide spare parts for repairing the Product for a period of not less than ten (10) years from the date of the last shipment of a particular type of Product to Distributor.

(d) Marketing Assistance. Supplier shall provide Distributor with such marketing assistance and such promotional literature in the English language as Supplier may in its discretion consider necessary to assist with the promotion of the Product.

(e) Technical Support. Supplier shall provide technical support to the Distributor via telephone consultations during normal business hours of Supplier. Further, Supplier shall provide to Distributor a range of after-sales technical information in the English language at regular intervals to ensure that Distributor has all current and relevant information regarding the Product.

(f) Training. Supplier shall provide training to Distributor's staff in connection with the marketing, sale and service of the Product at regular intervals, with the frequency and content of the training to be determined by Supplier. Supplier and Distributor shall pay their own costs for travel, food and lodging during the training period.

(g) Approvals. Supplier is responsible for obtaining all applicable regulatory approvals necessary to permit Distributor to market, sell and service the Product in the Territory.

EXHIBIT B

Description of Product

QUANTITY	ITEM NO	DESCRIPTION	PRICE
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[or use the following]

See Attached Quotation # _____ dated _____