



Non-Exclusive Distributorship Agreement

This Agreement is entered into by and between:

**Signalway Antibody LLC.
8400 Baltimore Ave. Suite 302
College Park MD 20740
The ‘Supplier’)**

And

**XXX
XXXXXX
(The ‘Distributor’)**

Descriptions

For the purposes of this Agreement, the following words and phrases shall have the following meanings:

1. “Distributor” “XXX” means XXX, a company registered in XXX and any subsidiary companies.
2. “Party” or “Parties” means either or both of XXX and Signalway Antibody LLC Depending on the context of use.
3. “Product(s)” means products that are manufactured and packaged by Signalway Antibody Co., Ltd. And agreed by both Parties as suitable for marketing by XXX as
4. “Supplier” means Signalway Antibody LLC
5. “Selling Price” means the price at which a product is marketed on the XXX website.(...)
6. “List Price” means the price that the Supplier markets the products to their customers, e.g. the price in their standard catalogue.

7. "Transfer Price" means the price that the Distributor pays the Supplier for the Products.

Basis of Appointment

8. Signalway Antibody LLC. Appoints XXX (company) as its non-exclusive distributor in (territory) for the period of one year with effect from the date first above written, and shall be renewed automatically from year to year thereafter, unless either party terminates this agreement with written notice on termination to the other party, ninety (90) days prior to the expiration of this agreement. Supplier respects Distributor's prior rights to sell Supplier's products in this territory.
9. The Supplier is entitled to appoint other distributors, agents, resellers and/or sellers for the Products in the Territory.
10. The Supplier is also entitled to solicit orders for Products from any person inside the Territory in response to solicited or unsolicited orders.

Scope

11. The products covered by this agreement shall mean those products listed in the product price list, and additional research products which may be added by the parties hereafter.
12. The Supplier will offer technical support to the Distributor. The Distributor will provide technical support to its customers.
13. The Distributor's purchase prices shall be according to the price list of the year. The Distributor will set the list price or higher than the list price for the products. The Supplier shall inform the Distributor thereof of its change of the prices of the products at least sixty (60) days before such changes become effective. The Supplier shall thereafter send to the Distributor a new price list to replace the old one.

Brands

14. The Distributor shall use the brand name of the Supplier.

Territory

15. The Distributor will use the Products on a non-exclusive basis throughout

Basis of Purchase , Sale and Payment

16. Products are supplied to the Distributor on a sale basis i.e. the Distributor sends purchase

order (P.O.) of particular products for the Supplier to deliver. The Distributor shall pay for transportation, including insurance and shipping charges. The Supplier shall provide the Distributor with an invoice for product and/or services shipped, including quantities and applicable prices.

17. The Distributor agrees to make payment to the Supplier within thirty (30) days after the date of the commercial invoice of the Supplier by wire transfer. Payment shall be made in US dollars

General Conditions

18. The Supplier shall make available suitable documentation in English for promotion of the products. The Supplier shall provide the Distributor free samples for the new customer business development, the specification of the free sample is 10 ul/vial. If the required amount exceeds 2 vials, the Distributor shall pay for the samples. The sample price is: Distributor's price of 100 ul specification X 10%, for 1 vial of 10 ul sample antibody products.
19. The Distributor agrees to direct adequate marketing efforts to the sale of the Supplier's products.
20. The Supplier warrants merchantability of purchased products. In the event of any defect in quality or merchantability, the Distributor may make a claim with description of such defect after checking products. The Supplier's liability to the Distributor for any claim relating to products shall be limited to replacement or refund of the purchased price.

Confidentiality

21. Confidentiality. Each Party shall keep all information received from the other Party hereunder (the "Confidential Information") confidential and shall not disclose or use the Confidential Information without the other Party's prior written consent, except as set forth in 22 and 23 in this Agreement. This restriction shall not, however, prevent disclosure of the disclosing Party first informs the other Party without delay of such requirements to allow such other Party to object to such disclosure and to seek an appropriate protective order or similar protection prior to disclosure.
22. Exceptions. The above obligations shall not apply or shall cease to apply to Confidential Information that the receiving Party can prove by convincing evidence.
 - (a) Was or becomes public through no fault of the receiving Party; or

- (b) Was, at the time of receipt, already in the receiving Party's possession as evidenced by contemporaneous written records; or
 - (c) Was obtained from a third party legally entitled to use and disclose the same; or
 - (d) Is independently developed by the receiving Party without use of any Confidential Information received from the disclosing Party; or
 - (e) Was required to be disclosed by law or judicial or administrative process.
 - (f) Specific Confidential Information shall not be deemed to be available to the public or already in the receiving Party's possession merely because the specific information disclosed is embraced by more general information available to the public or in prior possession of the receiving Party.
23. Permitted Disclosures. Each party may disclose the other Party's Confidential information only to its employees, agents and consultants, who have a need to know such Confidential information and are bound by obligations of non-disclosure and non-use similar to those herein. Each Party will use at least the same standard of care as it uses to protect proprietary or confidential information of its own to ensure that such individual and/or entities and any third parties do not disclose or make any unauthorized use of the Confidential Information.

Term and Termination

24. Term. Subject to earlier termination as provided herein, the Term of this Agreement shall commence on the Effective Date (the "term") and will end two years from the effective Date. Provided this Agreement has not been terminated by Supplier pursuant to 25 and 26, at Buyer's option, the term shall be automatically extended for successive one year renewal periods unless either Party provides the other with sixty days' written notice prior to the end of the initial term or any renewal term.
25. Termination at Will. Buyer may terminate this Agreement for any reason upon thirty days prior written notice to Supplier.
26. Termination for Cause. If either Party defaults in the performance or observation of any of its material obligations under this Agreement, the non-defaulting Party may terminate this Agreement if such default is not cured within thirty days after written notice thereof, which notice shall contain a specific identification of default. Failure to terminate this Agreement for any default or breach shall not constitute a waiver by the aggrieved Party of its right to sue for damages or its right to terminate this Agreement for any other default or breach. In addition, either Party may terminate this Agreement immediately upon written notice in the

event that the other Party files for bankruptcy, liquidation, dissolution, or takes similar action seeking protection against creditors under insolvency laws, or has entered against it involuntarily a decree in bankruptcy or similar decree which remains in effect for sixty days.

27. Rights on Termination. Except as otherwise provided elsewhere in this Agreement, in the event this Agreement is terminated for any reason, (i) all rights and obligations of the Parties under this Agreement shall terminate; and (ii) the Parties shall surrender to the other Party all copies of any Confidential information provided by the Parties to each other hereunder; and (iii) Unless Buyer is in breach of Agreement, Buyer shall have the option, in its sole discretion, to purchase Products from supplier for which Supplier has outstanding purchase orders from Buyer in addition to any liability or obligation accrued as of the effective date of termination. Termination of this Agreement shall not release either Party from the obligation to make payment of all amounts then or thereafter due and payable.
28. Non-Solicitation. During the Term of this Agreement and for a period of three years thereafter, Supplier shall not knowingly sell directly or through third parties, to Buyer's Customers that have purchased Product prior to the termination of the Agreement.
29. Survival. In addition to any liability or obligation that accrued prior to termination or expiration of this Agreement.

Arbitration

30. All disputes, controversies, claim or differences, which may arise between the parties, out of or in relation to or in connection with this Agreement, or any modification or extension hereof, including any breach, claim for damages or rescission, shall be finally settled by arbitration. The place of arbitration shall be, unless otherwise agreed between the parties, the country in which the respondent resides.

[Signature Page Follows]



Signalway Antibody LLC

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have caused this Agreement to be executed in duplicated originals.

Signalway Antibody LLC.
8400 Baltimore Ave. Suite 302
College Park MD 20740

Name: Dr. Hu Yunlong
Title: Chief Executive Officer

Name:
Title:

Signature
Date:

Signature
Date: