



**PRODUCT DISTRIBUTION AGREEMENT**  
**BETWEEN**  
**WASOL Corporation**  
**AND**  
**Mtech Co. Ltd.**

**THIS AGREEMENT** is effective as of September 7th, 2022 (the "Effective Date")

Here, we are:

**WASOL Corporation (WASOL JSC.)**, a company incorporated under the laws of the said "country" bearing company registration No.0311479265 and having its registered office at 1st Floor, Rubyland Tower, 4 Le Quat street, Tan Thoi Hoa ward, Tan Phu district, HCMC, Vietnam (Hereinafter referred to as "WASOL JSC" referred to as "PRODUCT DISTRIBUTOR") duly represented by **Mrs. Tran Hong Phuong** acting as Director thereof, duly represented by WASOL JSC. acting in the capacity of WASOL JSC.,

- and -

**Mtech Co. Ltd.**, a company organized and existing under the Laws of Japan with its head office located at 2005-1, Endo, Fujisawa, Kanagawa, 252-0816, Japan duly represented by **Mr. Toshiyuki Kikuchi** acting as President, hereinafter referred to as "SUPPLIER"

**WHEREAS:**

SUPPLIER is the manufacturer of the Product (as hereinafter defined);

SUPPLIER has determined that to enhance the development of the market and increase the sales of its Product in the Vietnam, it would be advantageous to coordinate its distribution activities with a PRODUCT DISTRIBUTOR in the Vietnam who possesses a readily available and extensive sales network in the Vietnam; and

PRODUCT DISTRIBUTOR wishes to enter into this Agreement with SUPPLIER whereby PRODUCT DISTRIBUTOR will undertake the distribution and sale of Product and related Services in the Vietnam on the terms and subject to the conditions contained herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Parties hereby agree as follows:

## Article 1. General form of cooperation

After researching of each business and recognizing to demand for cooperation, both of SUPPLIER and PRODUCT DISTRIBUTOR will agree business cooperation within products and technologies as list below:

List of Product, Specifications:

1. Seawater compatible machine: desalinators driven by gasoline, diesel engine and electric motor
2. Adsorption type oil / water separation device
3. And others where applicable

Throughout of period agreement, works as: purchasing orders, pricing & payment term, packing, transportation, installation at site, test – run and commissioning will be discussed and considered case by projects. Therefore, SUPPLIER has responsibility to consult to PRODUCT DISTRIBUTOR about products, technologies and others in accordance with End-user's demands.

## Article 2. The period of Agreement

This **Product distribution agreement** will take effect from the date of signing by the representatives of both parties. This agreement is valid for a period of two (02) years following its date of approval.

The validity of the agreement may be extended after mutual consultation.

## Article 3. Contact persons

Both sides agree assign contact person for this agreement:

### **For PRODUCT DISTRIBUTOR:**

- Contact person: Mr. NGUYEN DINH QUY – MANAGING DIRECTOR
- Tel.: 028.39610884
- Email: [henry.nguyen@wasol-vn.com](mailto:henry.nguyen@wasol-vn.com)

### **For SUPPLIER:**

- Name – Position: Ryuzo Kesen, Overseas sales manager
- Tel.: +81-8034165754
- Email: [r.kesen@mtech-web.co.jp](mailto:r.kesen@mtech-web.co.jp)

## Article 4. Confidential information

4.1 When and if required, SUPPLIER will furnish PRODUCT DISTRIBUTOR the necessary information so that PRODUCT DISTRIBUTOR can fulfil its obligations regarding the registration of the Product to be distributed in the Vietnam.

4.2 From time to time, SUPPLIER may periodically provide PRODUCT DISTRIBUTOR with new or up-graded data that has become available, documentation, tests, reports or other pertinent information relating to the Product, Services, or otherwise, which information will also form part of the Confidential Information and which will assist in keeping PRODUCT DISTRIBUTOR knowledgeable in regard to the Product or Services and maintaining a competitive edge in the marketing and sales of the Product and Services.

4.3 PRODUCT DISTRIBUTOR acknowledges that in its relationship with SUPPLIER and/or by virtue of the performance of this Agreement, it and/or its employees, shareholders, officers, directors, principals, agents and contractors (collectively, "Representatives") will be and shall hereafter continue to be entrusted with Confidential Information, the disclosure of any of which to competitors of SUPPLIER or to the general public would be highly detrimental to the best interests of SUPPLIER. PRODUCT DISTRIBUTOR further acknowledges that the right to maintain confidential such Confidential Information constitutes a proprietary right of SUPPLIER, which SUPPLIER is entitled to protect. Accordingly, and notwithstanding anything to the contrary herein expressed, PRODUCT DISTRIBUTOR covenants and agrees with SUPPLIER:

(a) that it shall not use or copy, or permit the use or copy of any of the Confidential Information, directly or indirectly, for any purpose other than the discharge of its duties and obligations arising from its appointment as a PRODUCT DISTRIBUTOR hereunder and only in the best interests of SUPPLIER;

(b) that it will maintain the absolute confidentiality of the Confidential Information and that it will not (without the prior written consent of SUPPLIER) either individually, or in partnership or jointly, or in conjunction with any other Person, as principal, agent, shareholder, or in any manner whatsoever, disclose, reveal, release, utilize, sell, assign, supply, or transfer to any person at any time, any of the Confidential Information, except to the extent necessary to discharge its duties and obligations relating to its appointment hereunder and only in the best interests of SUPPLIER;

(c) that it will take all necessary action and will do all that is reasonably within its power to prevent the disclosure, release or supply of any of the Confidential Information to any Person, including by any of its Representatives, except to the extent necessary to discharge its duties and obligations hereunder and only in the best interests of SUPPLIER;

(d) in furtherance of the above, PRODUCT DISTRIBUTOR will advise its Representatives, and any other third parties who are given access to the Confidential Information, of the confidential and proprietary nature of the Confidential Information and of the restrictions imposed by this Agreement and, if appropriate, shall require each of them to signify in writing their agreement to abide by the terms of this Agreement and maintain the confidentiality of the Confidential Information.

4.4 Upon termination of this Agreement for any reason, PRODUCT DISTRIBUTOR shall immediately return to SUPPLIER any Confidential Information and shall thereafter refrain from using or disclosing any such Confidential Information to any Person for any purpose whatsoever.

**Article 5. Others**

The **Product distribution agreement** shall be written into two (2) identical copies in English, each party keeps one copy. Hereupon, the signature of the representatives **PRODUCT DISTRIBUTOR** and **SUPPLIER** will follow in hope of developing for business of each party.

**On Behalf of Product distributor**  
**WASOL CORPORATION**  
Vietnam



**TRAN HONG PHUONG**  
General Director

Date: \_\_\_\_\_

**On Behalf of Supplier**  
**Mtech Co. Ltd.**  
Japan



**TOSHIYUKI KIKUCHI**  
President

Date: September 7th, 2022

