



## DISTRIBUTOR AGREEMENT

This agreement is made and entered into by and between the parties concerned on Jan 19<sup>th</sup>, 2024 (Date) in ShenZhen, China (Place) on the basis of equality and mutual benefit to develop business on terms and conditions mutually agreed upon as follows:

### Article 1 The Parties Concerned

Party A: WTL INTERNATIONAL LIMITED

Address: Room A201, Block 7, D&J Innovation Park, No. 73 Xiali South Rd, Longgang Distr, 518114, Shenzhen, China

Tel: +86-755-82677582

Fax: +86-755-82679302

Email: wtl@wtlcrystals.com

Party B: Space Coast Electronics, Inc.

Address: 299 Current Drive, Rockledge, FL 32955

Tel: 321-735-0215

Email: jeff@spacecoastelec.com

### Article 2 Appointment

Party A is desirous of exporting the products hereinafter defined to the customers hereinafter defined, and Party B is desirous of importing and soliciting orders for the said products from the said customers.

Party A hereby appoints Party B as its distributor to solicit orders for the products stipulate in Article 3 from customers in the territory stipulated in Article 4, and Party B accepts and assumes such appointment.

### Article 3 Products

The products specified in this Agreement shall be confined to Quartz Crystals and Oscillators supplied by Party A (Hereinafter called products), it includes the full range products in Party A catalogue, the detail list is following,

- HC49 series (HC49S/HC49SMD)
- SMD crystal (7.0\*5.0mm, 5.0\*3.2mm, 3.2\*2.5mm, 2.5\*2.0mm, 2.0\*1.6mm, 1.6\*1.2mm, 1.2\*1.0mm)
- Watch crystal (2\*6mm, 3\*8mm, SMD 6.9\*1.4mm, 3.2\*1.5mm, 2.0\*1.2mm, 1.6\*1.0mm, 1.2\*1.0mm)
- Oscillator (7.0\*5.0mm, 5.0\*3.2mm, 3.2\*2.5mm, 2.5\*2.0mm, 2.0\*1.6mm)
- TCXO (7.0\*5.0mm, 5.0\*3.2mm, 3.2\*2.5mm, 2.5\*2.0mm, 2.0\*1.6mm)
- VCXO (14.2\*9.3mm, 20.3\*12.6mm, 12.6\*12.6mm, 13.9\*9.1mm, 7.0\*5.0mm, 5.0\*3.2mm, 3.2\*2.5mm)

- OCXO(36\*27mm,25\*25mm,25\*22mm,20\*20mm,20\*12mm,14\*9mm,9\*7mm)
- SAW DEVICE(5.0\*5.0mm,5.0\*3.5mm,3.8\*3.8mm,3\*3mm,2.0\*1.6mm,1.4\*1.1mm,1.1\*0.9mm)
- RTC(Sop8,sop14,3.2\*2.5mm)
- Circulator/Isolator(Φ 7~35mm,12.7\*12.7~88\*88mm)
- Thermistor Quartz Crystal(2.5\*2.0mm, 2.0\*1.6mm,1.6\*1.2mm)
- Automotive Grade crystal oscillator(7.0\*5.0mm,5.0\*3.2mm,3.2\*2.5mm,2.5\*2.0mm,2.0\*1.6mm)

For above parts, Party A offers free catalogue, and support quality and technology, also provide best price and delivery to Party B for developing its market.

#### **Article 4 Territory**

In USA only.

#### **Article 5 Minimum Turnover**

Party B shall undertake to solicit orders for the above products from customers in the above territory during the effective period of this agreement for not less than USD 20,000 a year.

#### **Article 6 Price and Payment**

Net 30 days

#### **Article 7 Reports on Market Conditions**

Party B shall forward once every three months to Party A detailed reports on current market conditions and of consumers comments. Meanwhile, Party B shall from time to time, send to Party A samples of similar products offered by other suppliers, together with their prices, sales information and advertising materials.

#### **Article 8 Advertising and Expenses**

Party B shall bear all expenses for advertising and publicity in connection with the products in question in area within the validity of this agreement, and shall submit to Party A all audio and video materials intended for advertising for prior approval.

#### **Article 9 Industrial Property Rights**

Party A has full ownership of Party A's documents related to logo, pictures, audio, video and products. Party B may use the relevant documents such as logo, picture, audio, video and products authorized by Party A within the validity of this agreement; Party B shall stop using the relevant authorized documents immediately after the termination of this agreement; When Party B uses Party A's documents related to logo, pictures, audio, video and products, etc., Party B cannot remove Party A's logo and cannot use it for any other form of business development which is unrelated to Party A. Party A reserves the right to pursue the legal responsibilities for any violation on the part of Party B.

**Article 10 Validity of Agreement**

This Agreement, after its being signed by the parties concerned, shall remain in force from Jan 19<sup>th</sup>,2024 to Jun 30<sup>th</sup>,2024 if either Party wishes to extend this Agreement, he shall notice, in writing, the other Party one month prior to its expiration. The matter shall be decided by the agreement and by consent of the parties hereto. Should either Party fails to implement the terms and conditions herein, the other Party is entitled to terminate this Agreement.

**Article 11 Termination**

During the validity of this agreement, if either of the two parties is found to have violated the stipulations herein, the other Party has the right to terminate this agreement.

**Article 12 Force Majeure**

Either Party shall not be responsible for failure or delay to perform all or any part of this agreement due to flood, fire, earthquake, draught, war or any other events which could not be predicted, controlled, avoided or overcome by the relative Party. However, the Party affected by the event of Force Majeure shall inform the other Party of its occurrence in writing as soon as possible, and thereafter send a certificate of the event issued by the relevant authorities to the other Party within 15 days after its occurrence.

**Article 13 Inspection and Acceptance**

Promptly upon the receipt of a shipment of Products, Party B shall examine the shipment to determine whether any item or items included in the shipment are in short supply, defective or damaged. Within 30 days of receipt of the shipment, Party B shall notify Party A in writing of any shortages, defects or damage, which Party B claims existed at the time of delivery. Within 7 days after the receipt of such notice, Party A will investigate the claim of shortages, defects or damage, inform Party B of its findings, and deliver to Party B products to replace any which Party A determines, were in short supply, defective or damaged at the time of delivery.

**Article 14 Arbitration**

Any dispute arising from or in connection with this contract shall be submitted to court where is Party A is located, which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

Party A: WTL INTERNATIONAL LIMITED  
Signature:  
Company Stamp:

Party B:  
Signature:  
Company Stamp: