

PARTNERSHIP AGREEMENT dated 4th April 2019
Between

(1) **ENTOSS. CO.,LTD**, a company incorporated and registered in Korea with company number .106-81-99566, whose registered office is at 7-75, Geurugogae-ro 188beon-gil, Gwangjeok-myeon, Yangju, Gyeonggi Prov. Republic of Korea ("**ENTOSS**"); and

(2) **Hai Phuong Trading Development Company Limited**, a company incorporated and registered in Vietnam with company number 0106542450, whose registered office is at 5th floor, Vinahud Building, No2 Trung Yen 9, Trung Hoa Ward, Cau Giay Dis., Hanoi (the "**Partner**").

Appointment as authorized partner to Hai Phuong Trading Development Company Limited

ENTOSS appoints the **Hai Phuong Trading Development Company Limited** as its exclusive partner to import, market and sell ENTOSS products and consultancy services (the "**Products**") to end users in the all the Vietnam project cooperated with **Hai Phuong Trading Development Company Limited**.

Appointment as authorized partner to ENTOSS. CO.,LTD

Hai Phuong Trading Development Company Limited appoints the **ENTOSS. CO.,LTD** as its exclusive partner for all project applied by ENTOSS's products to end users in the all the Vietnam project cooperated with **ENTOSS. CO.,LTD**

Supply of Products

The Partner shall purchase Products directly from ENTOSS and, unless otherwise agreed in writing, ENTOSS's standard terms of business (as the same may be amended by ENTOSS from time to time) will apply to all such purchases. The Partner agrees that ENTOSS's standard terms of business will be incorporated into each order for Products placed by the Partner. Orders placed by the Partner shall not be binding upon ENTOSS unless and until accepted by ENTOSS.

ENTOSS's standard pricing (as the same may be amended by ENTOSS from time to time) will apply to all such purchases, less any volume discount for which the Partner has qualified

ENTOSS's responsibilities

- *Demo kits*: ENTOSS will supply the Partner with reasonable quantities of marketing collateral to assist the Partner in its marketing of the Products in the Territory.
- *Training*: The training for cooperated projects shall be provided after discussing each other and expense relevant with training shall be paid by the trainee.
- *Trade mark and product names*: ENTOSS will allow the Partner to use ENTOSS's trademarks and Product names in the marketing of the Products in the Territory, provided that any such use complies with ENTOSS's guidelines

Partner's responsibilities

- *Marketing:* The Partner will use its best efforts to import, market and sell the Products to end users in the Territory in accordance with applicable laws and good industry practice. The Partner will trade in its own name, but describe itself as an "ENTOSS Authorized Partner" when marketing and selling Products in the Territory.

- *sale information:* The Partner shall provide ENTOSS with the sales and project information and schedule.

General

- unless otherwise agreed in writing, the Partner shall not change the all of the product(included in software and hardware) and document(included in soft copy and hard copy) applied by ENTOSS.

- unless otherwise agreed in writing, the Partner shall not add, install, change on ENTOSS products included in hardware and software) constructed by ENTOSS

Intellectual property

All intellectual property rights in the Products, the trademarks or Product names used by ENTOSS or in any confidential information (which shall include all pricing and technical information) provided by ENTOSS to the Partner shall belong to ENTOSS (or its suppliers). The provisions of this clause shall continue to apply after the termination of this agreement.

Confidentiality

- *Partner's agreement:* Except as required by law or any governmental or regulatory organization and in those circumstances only after prior consultation with ENTOSS, the Partner agrees that it shall not at any time: disclose any confidential information of ENTOSS(which shall include the terms of this agreement and all pricing and technical information) to any person, except to those authorized by ENTOSS to know

- *ENTOSS's agreement:* Agree not to share any information that the Partner share

Termination

- *Period of Contract :* 1 years from date of signing, and automatically extended by every one year unless otherwise each party gives termination notice to the other party 3 months before closing date.

Signed by _____)
for and on behalf of)
ENTOSS)

Authorised Signatory

Signed by _____)
for and on behalf of)
Hai Phuong Trading Development)
Limited)



GIÁM ĐỐC

Nguyễn Minh Phương