

Non-Exclusive Distribution Agreement

This Non-Exclusive Distribution Agreement ("Agreement") is made and entered into as of , by and between:

Supplier: , with its principal place of business at ,

Distributor: , with its principal place of business at .

1. Appointment

The Supplier hereby appoints the Distributor as a non-exclusive distributor of the products described in (the "Products") within the following territory: .

2. Term

This Agreement shall commence on and continue until unless terminated earlier in accordance with this Agreement.

3. Orders

All purchase orders shall be subject to acceptance by the Supplier. The Distributor shall submit orders in writing to the Supplier.

4. Termination

This Agreement may be terminated by either party by giving days written notice to the other party.

5. Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SUPPLIER:

DISTRIBUTOR:

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: