

Distributor Agreement

Contractors:

_____ (hereinafter referred to as Party A)

BrandsGuards Technology Co., Ltd. (hereinafter referred to as Party B)

Due to the fact that Party A intends to distribute the products of Party B, namely 「QR Code dual-layer code + 1D anti-counterfeit label and NFC anti-counterfeit label」, as well as the system used for these labels. The samples, specifications, and the flowchart of the anti-counterfeit identification process are attached.

After negotiations, the following agreement has been reached by both parties:

1. Rights and Responsibilities

The Parties A and B to this contract are independent legal entities in their own rights. Except as provided in the terms of this contract regarding rights and obligations, neither party has the authority to act as an agent for the other party or to establish an employment relationship. Neither party shall, under any circumstances, assert rights or assume obligations on behalf of the other party in legal transactions with third parties.

2. Distribution Territory

No restrictions on any country or region.

3. Procedure

Party A shall visit the website of Party B (www.brandsguards.com) and fill out the "Cooperation Inquiry" form with details of the intended customers (brands to be collaborated with). Party B shall confirm that the customers intended for sales by Party A have not been previously reported by other distributors. Upon such confirmation, Party B shall promptly agree to grant exclusive distribution rights to Party A for these customers, create a file, and sign a letter of consent. Otherwise, Party B shall inform Party A immediately if the customer has been previously reported by another distributor.

Within two months after the signing of the letter of consent, Party B shall provide the business cards of relevant personnel from the collaborating brands, the brand

certificates of the brands, and commence discussions and design of samples for the anti-counterfeit labels.

4. Period

Within six months of signing the letter of consent, if a customer completes transactions for 3000 pieces or more of 「QR Code dual-layer code + 1D anti-counterfeit labels or NFC anti-counterfeit labels」, then that customer shall continue to be exclusively distributed by Party A. Furthermore, if the customer continues to transact for 10,000 pieces or more annually thereafter, the customer shall remain exclusively distributed by the distributor.

5. Samples

Party B will provide each brand with 300 free samples per item. However, if special designs are required, the design fees must be covered by Party A.

6. Sales and Payment

If Party B sells to Party A, and Party A pays to Party B, Then Party A determines the selling price to the customer. If Party B sells directly to the customer and receives payment directly, Party B will receive a 10% commission.

7. Payment Terms

30% deposit is required upon placing the order, with the remaining 70% to be paid within 30 days after delivery.

8. Guarantee:

Party B shall provide a guarantee agreement directly to Party A's customers as attached. The compensation amount from Party B to Party A shall be based on Party A's selling price, with Party A entitled to retain the original profit margin (Party A's selling price minus Party B's selling price). This guarantee condition is applicable as the labels are directly supplied to the customers by Party B.

9. Others

- (1) If Party A adheres to the terms and conditions of this contract, the contract shall remain valid indefinitely.
- (2) This contract is made in duplicate, with each party holding one copy as evidence. In the event of any matters not covered herein, the parties shall negotiate based on the principles of good faith and mutual benefit.
- (3) In case of disputes, both parties agree to submit to the jurisdiction of the court

where Party A is located and resolve the dispute through legal means.

Contracting parties:

Party A: _____

Representative:

Unified business number:

Address:

Date:

Party B: BrandsGuards Technology Co., Ltd.

Representative:

Unified business number: 82951077

Address: 6th Floor, No. 108-1, Minquan Road, Xindian District, New Taipei City

Date: