



**UFC Distribution Agreement**

The agreement made on this day, January 7, 2014 between:

**UNIVERSAL FOOD PUBLIC COMPANY LIMITED**  
60 Soi Bangna-Trad 25, Bangna, Bangkok 10260, Thailand

Hereafter referred to as "UFC"

On the first hand

And

**SUZHOU HENGXING IMPORT & EXPORT TRADE COMPANY LIMITED**  
Room 503/5F, Lixie Building,  
No. 63 Suli Road, Wuzhong Area,  
Suzhou, China 215128

Hereafter referred to as "Suzhou"

On the second hand

(Referred collectively as "the Parties")

The Parties hereby agree as follows

1. Sales Territory:

UFC appoint Suzhou as our distributor for UFC products (not include UFC coconut water) in the territory of Shanghai (上海), Jiangsu (江苏), Zhejiang (浙江), Xinjiang (新疆), Gansu (甘肃), Ningxia (宁夏), Qinghai (青海), Hubei (湖北), Hunan (湖南), Anhui (安徽) and Jiangxi (江西) province of China.

2. The agreement shall become effective from 7 January 2014 until 6 January 2015. The Agreement can be renewed, unless or until terminated by either party by giving to the other party not less than one (1) month written notice. The Agreement will be further renewed for period of 1 year, subject to both parties final confirmation.

3. The performance shall be evaluated quarterly for 12 months period starting from 7 January 2014 to 6 January 2015.

4. The minimum committed volume in 2014 is 60 x 20 fcls combined of UFC products (not include UFC coconut water) during this mentioned period.

5. Suzhou have to provide market information namely:

- 5.1 Store coverage (Name / City / no. of branch / store character i.e. high end / moderate etc)
- 5.2 Full year working plan and rolling plan for every 3 month.
- 5.3 Retail Selling Price mapping with other imported brands
- 5.4 Price index (Starting from: Freight charge / Import tax / Importer margin / Wholesaler margin / Supermarket margin / Retail price)





- 5.5 Product feedback / analysis: Product ranking by customer preference
  - 5.6 Monthly stock update.
6. UFC shall be entitled to terminate this agreement by giving not less than thirty (30) days written notice to Suzhou if:
- Suzhou does not conform to the agreed terms and conditions.
  - UFC starts to manufacture its products in China during the term of this agreement.
  - UFC’s product/company/image is ruined by any matter of Suzhou’s end.
7. Payment Term : Irrevocable 100% L/C at sight
8. Amendments to this agreement and any of its schedules or appendix shall be valid only if made in writing dated and executed by the 2 parties.

For the purpose of notices, the contact details of the parties are as follows:

**UNIVERSAL FOOD PUBLIC COMPANY LIMITED**  
60 Soi Bangna-Trad 25, Bangna,Bangkok 10260, Thailand

**SUZHOU HENGXING IMPORT & EXPORT TRADE COMPANY LIMITED**  
Room 503/5F, Lixie Building,  
No. 63 Suli Road, Wuzhong Area,  
Suzhou, China 215128

Considering that this agreement is entirely satisfactory to the Parties, each party will hereby sign and keep one copy of this agreement in their files.

This agreement is executed in English in two (2) copies.

**Universal Food Public Company Limited      Suzhou Hengxing Import & Export Trade Company Limited**



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**Nuthaya Songchaikul (Ms.)**  
Vice President International Business

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**Simon Xue (Mr.)**  
Director of Sales

Date: ..... *Apr 7, 2014* .....

Date:.....