

General Distributorship Agreement

WORLDWIDE NETWORK ENTERPRISES AKYUMEN DISTRIBUTORSHIP AGREEMENT

DISTRIBUTOR	AKYUMEN
Legal Name: Business Name (if different): Entity: <p style="text-align: center;">("Distributor")</p>	Worldwide Network Enterprises , an Arizona corporation, ("Company")
Distributor Address (For Official Notices)	Company Address
Address: City, State, Zip:	Worldwide Network Enterprises, Inc. Attn: Preska Thomas 16427 N. Scottsdale Rd, Suite 410 Scottsdale, Arizona 85254, USA
Distributor Contact	Company Contact
Name: Title: Telephone: Fax:	Name: Preska Thomas Title: CEO/President Telephone: 1-480-696-2362 Fax: 480-696-2301 preska@worldwidenetworkenterprises.com http://www.worldwidenetworkenterprises.com/worldwide-network-akyumen-technologies-distribution-global-sales.html

This Distributor Agreement consists of this Cover Page, the attached Terms and Conditions, Exhibit A (Technical Specifications & Pricing) Schedule 1 (Area) and all Policies and Procedures issued in accordance with the Terms and Conditions (collectively, this "Agreement").

This Agreement is effective as of _____, _____ and continues in effect for a period of 2 years, unless earlier terminated in accordance with the provisions of this

Agreement.

DISTRIBUTOR'S SIGNATURE BELOW ACKNOWLEDGES THAT DISTRIBUTOR HAS READ AND UNDERSTANDS EACH OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO BE BOUND BY THEM.

DISTRIBUTOR/WHOLESALE NAME:	Worldwide Network Enterprises, Inc.
DISTRIBUTOR (Corporation or DBA):	
By: _____ (Authorized Signature)	By: _____
Name:	Print Name: Preska Thomas
Title:	Title: CEO/President
Date: _____	Date: _____

This agreement made and entered into _____ by and between:

Worldwide Network Enterprises, Inc., an Arizona Corporation, with its principle place of business at 16427 N. Scottsdale Rd., Scottsdale Arizona 85254, USA (hereinafter called the "Company").

And

_____ with its principal place of business at _____ (hereinafter called the "Agent").

NOW, THEREFORE, in consideration of the promises hereinafter made by the parties hereto, it is agreed as follows:

Article 1:

1. Definitions:

1.1 **"Agreement"** means this agreement, the Schedules attached hereto and any documents included by reference, as each may be amended from time to time in accordance with the terms of this Agreement;

- 1.2 **“Customer”** means all and any authority, body, entity and institute and/or any person who solely purchases Products from agent in territory, plus private and public telecommunication sector in Territory.
- 1.3 **“Destination Point”** means Company's requested delivery location.
- 1.4 **“Exhibit”** means an exhibit attached to this agreement
- 1.5 **“Products”** means devices developed by Akyumen as listed in Exhibit A.
- 1.6 **“Faulty Products”**: means products which have technical problems, software problems, damaged products and/or having errors in operating which results in bad functioning or defect in working or failure to work.
- 1.7 **“Technical Specifications & Pricing”** means those specifications and Prices listed forth in Exhibit A
- 1.8 **“Territory”** means the geographic countries listed in Exhibit A.
- 1.9 **“Trademark”** means any trademark, logo, service mark or other commercial designation, whether or not registered, used to represent or describe the Products of Company as well as the trademark of the agent.

WHEREAS, The Company is desirous of selling the products stipulated in article 1.6 hereof to the territory stipulated in Article 1.8 hereof and WHEREAS, Agent is desirous of representing, importing and selling the said products in the said territory; NOW, THEREFORE, in consideration of the promises and the mutual covenants to be faithfully performed herein contained,

IT IS HEREBY AGREED AND UNDERSTOOD AS FOLLOWS:

Article 2

2. Appointment of Agent:

Company hereby appoints Agent as Company's non-exclusive Agent of Products in the Territory as described in Exhibit A, and agent accepts that position.

Article 3

3. REFERRALS

- 3.1. If Company or any Affiliate is contacted by any Customer inquiring about the purchase of Products in the Territory (other than Agent or a party designated by Agent), Company may at Company's sole discretion, or shall cause that Affiliate to, refer such party to Agent for handling.

Article 4

4. RELATIONSHIP OF PARTIES

- 4.1. Agent is an independent contractor and is the legal representative and agent of Company and shall have the right and authority (which is expressly provided in this Agreement) to incur, assume or create in writing or otherwise, any warranty over any of Company's products and this warranty shall be covered by Company to Agent on the basis of (back to back) coverage only within the scope of Company's existing warranties, if any.
- 4.2. Nothing contained in this Agreement shall be deemed to create any partnership or joint venture relationship between the parties.
- 4.3. Nothing contained in this agreement shall give any party rights over other party trademarks, patents and other IPRs owned by each party.

Article 5

5. Technical Improvement and Patent Application

- 5.1. Company undertakes to share new improvements of product as well as product roadmap of such improvements and any future development tracks with agent.
- 5.2. Company approves and support agent right to contribute to and participate with any roadmap and future improvements of the product which might increase profit according to agent gained knowledge in customer needs in territory.

Article 6

6. SALE OF PRODUCTS BY AGENT

- 6.1. Agent agrees to exercise its best efforts to develop the largest possible market for the Products in the Territory and shall provide its best efforts to offer, advertise, demonstrate and otherwise promote the sale of Products in the Territory.

Article 7

7. After Sale Service

- 7.1. Company will provide one year full guarantee to Agent after the shipping date. In case of faulty Products, Company shall replace the faulty units with a new one. Agent shall send faulty products back to Company for repairing if repairing is possible. Whenever Company has received a complaint as to the products from Agent, Company shall immediately make investigation and take a proper action within 15 days at most starts from the reception date of agent request.

Article 8

8. TRAINING OF AGENT

- 8.1. As promptly as practicable after execution of the Agreement, Company shall transmit to Agent information, materials and other documents necessary to enable Agent to perform its obligations under this Agreement and,. Throughout the term of this Agreement and any extension thereof, Company shall continue to give Agent such assistance as Agent may reasonably request.

- 8.2. Company and Agent shall hold each year one conference at least in order to share knowledge, marketing experience and to educate employees of both sides of new product features and new marketing plans, cost of such conference will be agreed on later between both parties.

Article 9

9. CONFIDENTIAL INFORMATION

- 9.1. Written data pertaining to the Products as well as all other information of confidential nature received from the Company, are recognized by Agent to be secret and confidential and to be the property of Company .
- 9.2. Those items shall at all times and for all purposes be held by Agent in a confidential capacity and shall not, without the prior written consent of Company, (i) be disclosed by Agent to any person, firm or corporation, excepting those salaried employees of Agent who are required to utilize such items in connection with the sale, inspection or servicing of Products during the term of the Agency created by this Agreement or any extension thereof, or (ii) be disclosed to any person, firm or corporation, or copied or used by Agent, its employees at any time following the expiration or termination of the Agency created by this Agreement or any extension thereof,. Company may require as a condition to any disclosure by Agent pursuant to this Section that any salaried employee to whom disclosure is to be made sign a secrecy agreement, enforceable by Company, containing terms satisfactory to Company.

Article 10

10. TERMS OF PURCHASE AND SALE OF PRODUCTS

- 10.1. Company shall supply and provide Agent with general information of all designed “form Factor” of products fall into this agreement so the Agent will stay in full knowledge of Company models and designs of products especially projector tablets.
- 10.2. All orders for Products transmitted by Agent to Company shall be deemed to be accepted by Company at the time such orders are received by Company to the extent that they are in compliance with the terms of this Agreement and Company shall perform in accordance with all accepted orders. Company shall confirm its receipt and acceptance of each order written 15 days of receipt of the order .

Article 11

11. ORDER PROCEDURE

- 11.1. Each purchase order for Products issued by Agent to Company under this Agreement shall identify that it is an order and shall further set forth the delivery date or dates approved with Company in writing and the description and quantity of Products approved with Company in writing which are to be delivered on each of such dates.
- 11.2. Each purchase order issued by Agent to Company will be preceded with a Pre-Purchase Order submitted by Agent to Company clearly identifying the financial transaction institution of Agent, the pre-order product quantities, pricing, destination points and estimated delivery dates.

- 11.3. Company undertakes that the delivery of agent orders to be met within negotiated timeline from the delivered order to the company and to meet the ordered quantities as in purchase order sent by Agent.

Article 12

12. PURCHASE PRICE

- 12.1. The prices for products, and any discounts applicable thereto, are set forth in Exhibit A. All prices are F.O.B. destination point.
- 12.2. Company undertakes not to disclose Agent price list mentioned in Exhibit A and/or any new and/or modified price list granted from the Company to Agent to any third party.
- 12.3. Company admits that Agent price list is considered a trade secret and it shall protect it.

Article 13

13. PACKING

- 13.1. Company shall, at its expense, pack all Products in accordance with Company's standard packing procedure, which shall be suitable to permit shipment of the Products to the Territory; provided, however, that if Agent requests a modification of those procedures, Company shall make the requested modification and Agent shall bear all expenses incurred by Company in complying with such modified procedures which are in excess of the expenses which Company would have incurred in following its standard procedures for example the Agent's Logo, trademark and any other software applications that may be installed on the product.

Article 14

14. DELIVERY: TITLE AND RISK OF LOSS

- 14.1. All deliveries of Products sold by Company to Agent pursuant to this Agreement shall be made F.O.B destination point, and title to and risk of loss of Products shall pass from Company to Agent at delivery.
- 14.2. Company shall bear all costs applicable to the Products Shipment before their delivery to Agent, including, without limitation, insurance, transportation, loading and unloading, handling and storage. Agent shall pay charges, including customs duty and sales tax, incurred with respect to the Products if such is applicable at destination point.

Article 15

15. INSPECTION AND ACCEPTANCE

- 15.1. Promptly upon the receipt of a shipment of Products, Agent shall examine the shipment to determine whether any item or items included in the shipment are in short supply, defective or damaged. Within [5] days of receipt of the shipment, Agent shall notify

Company in writing of any shortages, defects or damage which Agent claims existed at the time of delivery. Within [15] days after the receipt of such notice, Company will investigate the claim of shortages, defects or damage, inform Agent of its findings, and as soon as reasonably possible deliver to Agent Products to replace any which Company, at its sole discretion, determines, were in short supply, defective or damaged at the time of delivery.

Article 16

16. PAYMENT

- 16.1. Company's Standard Terms of payment, unless otherwise agreed by Company are (a) net cash in advance of delivery or upon movement to storage, wire transfer or (b) by an irrevocable letter of credit confirmed by a PRIME bank satisfactory to the Company with payment at sight. All payments shall be made in US\$ currency. In the case of payment by letter of credit, the Agent, contemporaneously with its order, shall establish in the Company's favor a confirmed irrevocable letter of credit in form satisfactory to the Company.
- 16.2. It is agreed that the conditions of payment to the Company under the letter of credit shall be satisfied by delivery by the Company to the bank a copy of a non-negotiable on-board bill of lading or waybill of lading, or airway bill of lading, or inland bill of lading or dock receipt.
- 16.3. In the event that the opening bank has an interest in the shipment, by reason of credit extended the Agent or for any other reason, it is agreed that the shipment may be consigned on a straight bill of lading to said bank, or shipped on an order bill of lading which is blank endorsed and transmitted to said bank through the usual banking channels.

Article 17

17. Information and Report

Both Company and Agent shall on the request of either party furnish information and market reports to each other to promote the sale of Products as much as possible.

Article 18

18. Industrial Property Rights

- 18.1. Agent may use the trade-mark(s) of the Company during the effective period of this Agreement only in connection with the sales of Products, provided that even after the termination of this Agreement Agent may use the trade-mark(s) in connection with the sale of Products held by it in stock at the time of termination. Agent shall also acknowledge that any and all patents, trademarks, copyrights and other industrial property rights used or embodied in Products shall remain to be sole properties of the Company, and shall not dispute them in any way.
- 18.2. Agent may use and put his trade-mark(s) on the product without any objection of the company during the effective period of this Agreement only in connection with the sales of Products, and Company shall also acknowledge that any and all trademarks,

copyrights and other industrial property rights used or embodied in Products by Agent shall remain to be sole properties of the Agent, and the Company shall not dispute them in any way.

Article 19

19. Duration

19.1. This Agreement shall become effective on the day appearing at the first above written upon the signing of both Company and Agent and shall remain effective for a period of three years.

Article 20

20. Prohibition of sale outside Territory

Unless prior notice and approved by Company, Agent shall not sell or export, nor cause any other person, firm or corporation in Territory to sell or export Products outside Territory during the effective period of this Agreement.

Article 21

21. Assignment

Neither party shall assign and/or transfer this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of the other party.

Article 22

22. Observance of Secrecy

Both Company and Agent shall keep in strict confidence from any third party(s) and all important matters as to the business affairs and transactions covered by this Agreement.

Article 23

23. Notice

All notice(s) which may or shall be given under this agreement shall be made by registered airmail or cable to the address mentioned below or to such address as are notified in writing by the parties hereto. If either party has changed its address, a written notice thereof shall be given to the other party. All notices shall also be deemed to have been given on the day when deposited in post.

Article 24

24. Governing Law & Arbitration

This Agreement shall be governed and interpreted by the laws of the State of Florida and Arizona. In case that any dispute or controversy arises out of or in relation to this Agreement between both parties shall be settled amicably but, in case of failure, these disputes or controversies shall be

finally settled in State of Florida by arbitration in accordance with International Commercial Arbitration Association where the award shall be final binding upon the parties hereto.

Article 25

Entire Agreement

This Agreement constitutes the entire and only agreement between the parties hereto and supersedes all previous negotiations, agreements, commitments relating to the sale of Products and shall not be released, discharged, changed or modified in any manner, except by instruments signed by duly authorized officer or representative of each of the parties hereto. IN WITNESS WHEREOF, the parties hereto have caused this Agreement in English and duplicate to be executed by their respective duly authorized officer or representative as of the day first above written

IN WITNESS WHEREOF, the parties have executed this Agreement on

_____ of 20____.

COMPANY

AGENT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

EXHIBIT A

PRODUCT

Hawk 2 - Projector Phone

Falcon 2- Projector Tablet

Sabertooth Pen (Wireless Mouse Pen)

Projector Device Stand

Bluetooth Speaker

Bluetooth Game Controller

TECHNICAL SPECIFICATIONS OF PRIMARY DEVICES

Quad Core Processor: 1.8 GHz to 2.7 GHz with 64 BIT Architecture

Built in Projector Engine: 20 Lumen to 40 Lumen

Memory: 128 GB to 256 GB

RAM: 2 GB to 8 GB

Bluetooth 4.0, WiFi, GPS, RFID

Nano-Technology Hardware

Software with System Optimization

TERRITORIES

AS DIRECTED BY COMPANY

PRODUCT DELIVERY SCHEDULES

Product Manufacturing Prototypes Available: June 2015

Product Distribution Available: From September 2015 onwards

PRODUCT PRICING

Product Pricing will be negotiated for every purchase order according to quantity ordered, calculation of customs duty, shipping costs and delivery schedule and Company List Price in effect at the time.