



VICTORY FARM AT ROOFTOP SDN BHD 1354227-X
Address: 61-B Lintang Sungai Pinang
101500. Jelutong. Penang.
Email: admin@victoryfarmat rooftop.com
Website: www.victoryfarmat rooftop.com

International Authorized Distribution Agreement

This International Distribution Agreement (the "Agreement") is entered into by and between VF@RM SDN BHD 1354227-X Address: 61-B Lintang Sungai Pinang 101500. Jelutong. Penang. ("VF@RM") and [Company Name: _____] [Co.Reg.No _____] of [Address: _____] (the "Distributor") as of [Date: _____].

1. Appointment:

VF@RM hereby appoints [Company Name: _____] as its authorized international distributor for the promotion, sale, and distribution of VF@RM products in the territory/countries: _____ hereto (the "Territory").

2. Distribution Rights:

Subject to the terms and conditions of this Agreement, VF@RM grants the Distributor the distribution rights to market, sell, and distribute VF@RM products within the Territory.

3. Marketing and Promotion:

The Distributor agrees to use its best efforts to actively promote and market VF@RM products within the Territory. All marketing materials and promotional activities shall be subject to VF@RM's prior written approval.

4. Orders and Delivery:

The Distributor shall submit purchase orders to VF@RM for products in accordance with VF@RM's ordering procedures. VF@RM shall use commercially reasonable efforts to fulfill orders promptly.

5. Pricing:

Pricing for VF@RM products sold by the Distributor shall be as mutually agreed upon by both parties. VF@RM reserves the right to adjust pricing with prior notice.

6. Payment Terms:

The Distributor shall submit purchase orders to VF@RM for products in accordance with VF@RM's ordering procedures. VF@RM shall use commercially reasonable efforts to fulfill orders promptly. For the



VICTORY FARM AT ROOFTOP SDN BHD 1354227-X
Address: 61-B Lintang Sungai Pinang
101500. Jelutong. Penang.
Email: admin@victoryfarmat rooftop.com
Website: www.victoryfarmat rooftop.com

first 6 months from the date of first sales order submitted by the Distributor, after VF@RM receives full payment from the Distributor, VF@RM will then proceed to ship out ordered items. After 6 months with consistent orders VF@RM can discuss credit terms. VF@RM shall invoice the Distributor for the products, and payment shall be made by the Distributor within the specified period.

7. Term and Termination:

This Agreement shall commence on the Effective Date and continue for an initial term of [2 years], unless terminated earlier as provided herein. Either party may terminate this Agreement with or without cause by giving [Notice Period: 30 days] written notice.

8. Confidentiality:

The Distributor shall keep confidential all non-public information received from VF@RM and shall not disclose such information to third parties.

9. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of [Country: _____].

IN WITNESS WHEREOF, the parties hereto have executed this International Distribution Agreement as of the Effective Date first above written.

Company Name:

VF@RM SDN BHD

Co.Reg.No:

1354227-X

Signature: _____

Name:

Gary Law

Title:

Chief Executive Officer

Passport No:

Email:

Contact No: