

PRODUCT SALES AGREEMENT

This Agreement is made as of the Effective Date by and between Dalton Advisory Limited, a corporation organized and existing under the laws of Hong Kong, with its head office at RM 2012TOWER1, the Gateway 25 canton RD TST KLN, Hong Kong, (“Seller”), and (“Buyer”) (collectively the “Parties” or individually a “Party”),

WITNESSETH:

WHEREAS, Seller desires to sell the product stipulated in Article 1.6 hereof, and

WHEREAS, Buyer desires to purchase such a product from Seller;

NOW, THEREFORE, the Parties mutually agree to enter into this Agreement as follows:

Article 1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings:

- 1.1 “Buyer’s Factory” means Buyer’s factory located at the Gateway 25 Hong Kong.
- 1.2 “Contract Price” means the price for Product as set forth in Article 3.1.
- 1.3 “Delivery” means DDP Buyer’s Factory as per 2015.
- 1.4 “Delivery Date” means the actual date on which the Delivery of the Product is completed.
- 1.5 “Event of Default” means any of events of default set forth in Article 4.
- 1.6 “Product” means the product as described in Exhibit.

Article 2. Delivery

2.1 Delivery Date shall be prompt..

2.2 Within ten (10) days after the Delivery Date, Buyer shall conduct an acceptance inspection of the Product according to the manual Seller supplied by. If, as a result of the acceptance inspection, Buyer discovers any defects, Buyer shall inform Seller of the defects within five (5) days after the acceptance inspection, and Seller shall thereby promptly resolve the situation of defects according to Article 5 at Seller’s own resolved. When no defects are not found on the acceptance inspection or the situation of defects is remedied, Buyer shall issue the acceptance certificate to Seller. If Buyer does not conduct an acceptance inspection according to the above, the Product is deemed to be accepted by Buyer at the Delivery Date and Buyer shall issue the acceptance certificate to Seller.

Article 3. Price and Payment

3.1 The Contract Price is on the lower table.

3.2 Buyer shall pay Seller the Contract Price as follows:

Item	Payment Amount	Note
Registration	US\$ 24.99-	-
BLAST-1	US\$ 2,999.00-	-
BLAST-2	US\$ 2,999.00-	-
Maintenance	US\$ 79.99-	monthly amount

3.3 Each Party shall be responsible for any fees charged by its bank in connection with such telegraphic transfers.

3.4 Any amounts not paid by the due date will accrue interest at the rate of 1% per calendar month, simple interest.

3.5 Customs duties incurred on the Product shall be borne by Seller. All taxes and duties except for customs duties shall be the responsibility of Buyer.

Article 4. Termination

Upon the occurrence of Event of Default as to Buyer, Seller, at its option, (i) may be relieved from its obligations arising thereafter to deliver the Product, (ii) may terminate this Agreement and (iii) may dispose of or hold any or all of the Product a Buyer's own risk and account.

The following events shall constitute Event of Default as to Buyer:

- (a) Buyer shall fail to make any payment in accordance with this Agreement; or
- (b) If Buyer becomes bankrupt or insolvent, or if any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy laws or any insolvency laws.

Article 5. Limitation of Liability

Seller shall not be responsible, whether in contract or warranty, tort or on any other basis, to Buyer for any special incidental, consequential, indirect or punitive damages including but not limited to, lost profits, lost revenues, lost business chance, loss of use of the Product, and loss of use of other products or facilities. In addition, Seller's total liability on any or all claims from Buyer shall not exceed the Contract Price set forth in Article 3.1.

Article 6. Seller's Proprietary Information

At the time of furnishing confidential or proprietary information, Seller will expressly designate by stamp or other written communication that the information or documentation furnished is confidential. Buyer agrees (i) to treat such information as confidential, (ii) to restrict the use of such information to matters relating to this Agreement, and (iii) to restrict access to such information to employees of Buyer whose access is necessary in the implementation of this Agreement. Confidential information will not be reproduced without Seller's prior written consent, and all copies of written information will be returned to Seller upon request.

Article 7. Title and Risk of Loss

Upon Delivery, all risk of loss shall pass to the Buyer in accordance with Article 1.3 hereof. Title to the Product shall pass to Buyer upon receipt by Seller of full and complete payment in accordance with Article 3 hereof.

Article 8. Waiver

The failure or delay at any time of either Party to enforce or require full performance of any provision hereof shall in no way be construed as a waiver of such provision nor in any way be construed to affect the right of such Party to thereafter enforce that or any other provision hereof.

Article 9. Severability

In the event that any word, phrase, clause, sentence or other provision hereof shall violate any applicable statute, ordinance or rule of law in any jurisdiction in which it is used, such provision shall be ineffective only to the extent of such violation and shall not invalidate any other provision hereof.

Article 10. Entire Agreement

This Agreement shall constitute the sole agreement between the Parties superseding all prior agreements oral or written. This Agreement cannot be amended or modified except in a writing agreed to and signed by the Parties.

Article 11. Force Majeure

Neither Party shall be liable for its failure to perform any of its obligations in a timely manner due to circumstances beyond its control, including but not limited to, acts of God, earthquake, flood, typhoon, tidal wave, fire, plague, war, terrorism, strike, lockout, other labor dispute, governmental acts, orders or regulations. If either Party wishes to invoke this provision, it shall promptly notify the other Party in writing of the nature of the force majeure and the affected obligations.

Article 12. Assignment

Neither Party may assign any portion of its right or delegate any portion of its obligations under this Agreement to a third party without the prior written consent of the other Party.

Article 13. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of HongKong.

Article 14. Jurisdiction

The Parties consent to the exclusive jurisdiction of the United States District Court located in HongKong for the settlement of all disputes arising under this Agreement.