**Exclusive Agency Agreement**This agreement is made and entered into by and between the parties concerned date place on the basis of equality and mutual benefit to develop business on terms and conditions mutually agreed upon as follow:

1. The Parties ConcernedParty A：Party B：2. AppointmentParty A hereby appoints Party B as its Exclusive Agent to solicit orders for the commodity stipulate in Article 3 from customers in the territory stipulated in Article 4, and Party B accepts and assumes such appointment

3. Commodity4. TerritoryOnly in Korea

5. Minimum turnoverParty B shall undertake to solicit orders for the above commodity from customers in the above territory during theeffective period of this agreement for not less than 800MT per year，namely at least 70MT per month。

6. Price and PaymentThe price for each individual transaction shall be fixed through negotiations between Party B and the buyer according to the month price singed by part A and B, and subject to Party A's final confirmation.①. Part B should pay in advance 40% of total amount to part A after the confirm order, Then Party A arrange the Goods and shipment after confirming receiving the money. Every order remains should be effective within 15 days after copy or fax of B/L . ②. Payment: T/T or L/C at sight③. Part B should pay penal sum for overdue payment: the penal sum is 0.1% of total amount every day.

7. Exclusive Right①. In consideration of the exclusive rights for part B who should solicit orders for the above commodity for not less than 800MT per yeat，namely at least 70MT per month .Part B complete the condition indeed, Party A shall not sell or export the commodity stipulated to customers in Korea. Party B shall not sell, distribute or promote the sales of any products competitive with or similar to the above commodity in Korea and shall not solicit or accept orders for the purpose of selling them outside. Party A shall refer to Party B any enquiries or orders for the commodity in question received by Party A from other firms in Korea during the validity of this agreement.
②. If part B can’t complete the condition (not less than 800MT per year namely at least 70MT per month),part A can deal with any enquiries or orders for the commodity in question received by Party A from other firms in Korea during the validity of this agreement directly.

8. Market Report
In order to keep Party A well informed of the prevailing market conditions of its’ territory , Party B should undertake to supply Party A, at least once a quarter or at any time when necessary, with market reports concerning changes of the local regulations in connection with the import and sales of the commodity covered by this agreement, local market tendency and the buyer's comments on quality, packing, price, etc. of the goods supplied by Party A under this agreement. Party B shall also supply party A with quotations and advertising materials on similar products of other suppliers.

9. Industrial Property Rights
Party B should use the trade-marks、package owned by Party A for the sale commodity of article 3 of covered herein within the validity of this agreement, and shall acknowledge that all patents, trademarks, copy rights or any other industrial property rights used or embodied in the Motorcycle and scooter and Go-kart and E-bike shall remain to be the sole properties of Party A. Should any infringement be found, Party B shall promptly notify and assist Party A to take steps to protect the latter's rights.

10. Validity of Agreement
This agreement, when duly signed by the both parties concerned, shall remain if force for years from   to   .

11. Termination
During the validity of this agreement, if either of the two parties is found to have violated the stipulations herein, the other party has the right to terminate this agreement.

12.  Force Majeure
Either party shall not be held responsible for failure or delay to perform all or any part of this agreement due to flood, fire, earthquake, draught, war or any other events which could not be predicted, controlled, avoided or overcome by the relative party. However, the party affected by the event of Force Majeure shall inform the other party of its occurrence in writing as soon as possible and thereafter send a certificate of the event issued by the relevant authorities to the other party within 15 days after its occurrence

13. Trade Terms and Governing Law
the trade terms under this agreement shall be governed and interpreted under the provisions of INCOTERMS 2000 and this agreement shall be governed as to all matters including validity, construction, and performance under the laws of People's Republic of China.

14.  Arbitration
All disputes arising from the performance of this agreement shall be settled through friendly negotiation. Should no settlement be reached through negotiation, the case shall then be submitted for arbitration to the China International Economic and Trade Arbitration Commission (Beijing)or its’ branch on part A’s place and the rules of this Commission shall be applied. The award of the arbitration shall be final and binding upon both parties.