

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into as of 18th. Jul, 2017 (the "Effective Date") by and between Murata Company Limited, with a principal place of business at Unit 1-4 & 13, 9/F, Two Harbourfront, 22 Tak Fung Street Hung Hom, Kowloon, Hong Kong ("Murata") and WEALTECH ELECTRONIC (HK) LIMITED, with a principal place of business at RM18L 27/F HO KING COMM CTR 2-16 FAYUEN ST MONGKOK KLN, HONG KONG ("Company"). The parties hereby agree as follows:

- 1.1) Murata will supply its products as listed in Exhibit ("Products") to Company according to a purchase order placed by Company and accepted by Murata, provided that, Company shall obtain Murata's approval in the form of Nomination of Application ("Application") prior to the placement of purchase order. Therefore, Company clearly understands and agrees that Murata will not accept any purchase order without such prior approval.
- 2) Murata reserves the right to refuse its acceptance of any new purchase order without any reason regardless of the prior approval of the above.
- 2.1) Company will not sell the Products to any such customer as may be suspected or listed as the prohibited or concerned entity/persons in any competent applicable export control laws, or other similar laws and/or regulations ("Export Control Laws").
- 2) Murata is always concerned to know who will be the final user of the Products or where the Products will be finally delivered since it is concerned about the compliance to the Export Control Laws. Company understands such concern of Murata and therefore, in principle, Company will not sell the Products to distributors, merchants, purchasing offices, traders or the like that are not the final users of the Products.
3. Should Company start sales of any products of other manufacturers which are identical or similar to any of the Products after the Effective Date, Company will notify Murata thereof at least ninety (90) days prior to implementation of such activity.
- 4.1) Murata will assist Company for Company's sales promotion by supplying Company reasonable quantities of literature and samples (whether free of charge or chargeable) of the Products as required in the normal course of business.
- 2) Murata will provide appropriate technical assistance, including training of Company's personnel, if such needs arise, subject to further agreement between the parties. All associated expenses including, without limitation, expenses of travel to

the place of training, meal and lodging, shall be borne by Company.

- 5.1) Upon Murata's request, Company will supply Murata with a report (such as sales amount and quantity for each customer (Point of Sales Report), marketing information and so on) with respect to Company's activities under this Agreement. Details of the report will be separately designated by Murata.
 - 2) Company will make commercially reasonable efforts to extend the sales of the Products in the area as specified in Exhibit ("Area"). No compensation or payment will be made or due by Murata for the Company's activities hereunder.
 - 3) Any inquiry received by Company from a potential customer of the Products will be referred promptly to Murata.
6. Each party will (i) maintain in confidence all confidential information furnished by the other party, (ii) not make use thereof for any purpose other than the performance of this MOU, (iii) release it only to its own employees having a need to know such information in order to perform its obligation under this Agreement and (iv) not disclose it to any third party (excluding its affiliates having a need to know) without the prior written consent of the other party.
7. 1) During the term of this MOU, Murata hereby grants Company the use of Murata's trademark for the sole purpose of Company's sales of Products hereunder, Company shall not use or permit any person under its control to use trademark of Murata for any other purpose whatsoever without prior written consent of Murata.
- 2) Company will not alter, erase or cover up any trademark on Products, documents or packaging of Murata.
- 3) Upon termination or expiration of this MOU, Company will forthwith cease the use of Murata's trademarks or tradenames.
8. Murata may, from time to time, review history of the order placement and evaluate performance of the business by Company, and may terminate this MOU at its discretion, at any time and without any liability, with at least three (3) month prior written notice.
- 9.1) This MOU shall become effective on the Effective Date and continue in force for one (1) year thereafter. This MOU will be automatically renewed and continued on a year to year basis unless either party giving written notice to the contrary to the other party at least three (3) months before expiration of the original term or any extension thereof.
- 2) Each party may immediately cancel any outstanding purchase order and terminate this MOU without any liability, if the other party (i) breaches this MOU, (ii) files, or



is subjected to, temporary or permanent execution or attachment for unpaid tax, auction, bankruptcy, composition, liquidation or similar proceedings analogous in nature, (iii) becomes, or is feared to become, financially insecure, (iv) fails to make payment when due, (v) fails to comply with any laws and regulations, (vi) materially changes its ownership, management or control, or (vii) is in any other situation that seriously hinders, or threatens to hinder, continuing transactions. Simultaneously, any existing approval of Application will become null and void with an immediate effect.

3) No compensation or payment of any kind shall be made or due by either Party upon or by reason of expiration or termination of this Agreement.

10. This MOU, Murata's approval in the form of the Application or its acceptance of the purchase order(s) does not constitute any partnership or any other relationship of the similar kind between the parties.

11. This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all provisions, negotiations, agreements and commitments in respect thereto (including, but not limited to, the memorandum of understanding executed before the Effective Date, if any).

Company:

WEALTECH ELECTRONIC (HK) LIMITED

By: David Peng

Name: David Peng

Title: General Manager

Date: 18th. Jul, 2017



Murata:

Murata Company Limited

By: Eiichi MORIMOTO

Name: Eiichi MORIMOTO

Title: Managing Director

Date: 18th. Jul, 2017



EXHIBIT

Products and Area

Products: All Murata Products

Area: South of China