

# DISTRIBUTOR AGREEMENT

Between

**Huawei Technologies Co., Ltd**

And

**GRUPO HOCO**



# DISTRIBUTOR AGREEMENT

This letter and agreement of use is issued by Huawei Technologies Co., Ltd (hereinafter referred to as "HUAWEI") to/and Grupo Hoco (hereinafter referred to as "Company"), effective as of the date it is sealed by HUAWEI (hereinafter referred to as "Effective Date").

1. HUAWEI hereby grants Company a royalty free, non-exclusive, non-transferable and non-sublicensable license to use the trademark as demonstrated in annex 1 (hereinafter referred to as "Licensed Mark") or any Huawei trademark or intellectual property to be mentioned in annex 1, under the following terms and conditions subject to HUAWEI's prior inspection and written approval of all Company's marketing materials bearing the Licensed Trademark:

1.1 Purpose of using the Licensed Mark: Company may use the Licensed Mark and Huawei property detailed in annex 1 only for the purpose of truthfully describing the products or services of HUAWEI, specifically with the purpose of promote Huawei products in a web site created (smartshop.ec/smartshop.com.ec) , and administrated by the Company, that will be in charge to sell only Huawei Products. The company recognize that will respect trademark and intellectual property of Huawei; the company declares that is the only responsible of the web page;

1.2 Territory where the Licensed Mark is used: the territory is Ecuador, but the use is in web page to sell Huawei products in an authorized unofficial Huawei products online store.

2. Company shall not take or assist to take or cause to be taken any action to challenge, contest, impair, invalidate or tend to challenge, contest, impair or invalidate the Licensed Mark of Huawei and will not do anything in any way that might prejudice the reputation of HUAWEI. Company shall not directly or indirectly apply for registration of any trademark, trade names, domain names or other signs which contain the Licensed Mark or similar with the Licensed Mark. The obligations set forth in this clause shall survive termination and expiry of this letter.

2.1 Company shall fully comply with the above terms and conditions and other requests provided by HUAWEI from time to time. Company shall not modify the Licensed Mark in any way.

2.2 Except as set forth in this clause 1, nothing contained in this letter will grant or will be deemed to grant the Company any right, title, or interest in or to the License Mark and HUAWE reserves all right, title, and interest in its intellectual property. All uses of the Licensed Mark and related goodwill will inure solely to HUAWEI, and the Company irrevocably assigns to HUWEI all such right, title, interest, and good will, if any, in the Licensed Mark.

2.3 The Company can use the License Mark of and intellectual property showed in annex 1 with the purpose of promotion and sales. The sales web page of the company need to mention that belongs to the Company and is not official Huawei online store and all the rights and duties came from the Company, including delivery, security of products and business related points. The company declare that Huawei is not responsible by any direct or indirect loss from their business, and not responsible by any direct or indirect problem coming from the web site or their business and will keep Huawei unharmed by any problem coming from their business, keeping the Huawei trademark, intellectual property and name clean and without damages if not need to compensate the damages.

2.4 The Company compromise to purchase the Huawei products to a Huawei official Distributor. Huawei will be in charge of the guarantee of the products and can promote the web site of the company. Huawei authorize the company can resell the Huawei products on the web site and its retail chain include smartshop.ec and/or smartshop.com.ec and the off-line retail stores of the company.

3. The specimen of the Licensed Mark:
4. HUAWEI WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE COMPANY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO USE OF OR INABILITY TO USE OF THE LICENSED MARK UNDER THIS LETTER, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF THE COMPANY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.
5. This letter and agreement shall come into force from the Effective Date and expire on two years, unless earlier terminated as provided for herein:

1.1.1 HUAWEI shall have the right to terminate this letter upon written notice to the Company if the Company commits a material breach of this letter and does not cure or remedy such breach within thirty (30) days after receipt of written notice of such breach.

1.1.2 HUAWEI shall have the right to terminate this letter for convenience by providing ten (10) days prior written notice of termination to the Company.

(c) This letter shall automatically be terminated once the Company ceases to be HUAWEI's supplier or business partner.

Except as expressly required by law, if HUAWEI terminates this letter in accordance with the above provisions, HUAWEI will not be liable to the Company for any expenditure or damages or commitment made in connection with this letter.

The parties agrees everything mentioned herein signing in 2020/06/01

**Huawei Technologies Co., Ltd**

Name

Meng Qingbin

Signature:



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**Grupo Hoco**

Name

Wang Ding Song

Signature



Annex 1

HUAWEI TECHNOLOGIES CO., LTD.

