GREEN GLOBE IMPEX INC.
Distributor Appointment Agreement

This Agreement is made on the Effective Date stated in Schedule A between Green Globe Impex Inc., a company incorporated in the United States of America, with its principal office as stated in Schedule A ("Green Globe"), and the party identified in Schedule A as the Partner (the "Partner"), together the "parties".

Background: Green Globe provides in four verticals - International Trade, Real Estate, USA, 3D Printing Product Sale Online Portal, Financial services to importers, exporters, contractors and commercial enterprises. Green Globe appoints distributors to buy, stock and resell its products in defined territories.

1. Appointment

Green Globe Impex Inc. ("Green Globe") appoints the Partner as its Distributor on a non-exclusive basis, and the Partner accepts, on the terms of this Agreement. The Distributor buys goods from Green Globe as principal for its own account and resells them to customers and sub-dealers in the Territory. The Distributor is not Green Globe's agent.

The Partner is an independent firm, LLP, corporate. Nothing in this Agreement creates a partnership, joint venture, agency (except as expressly stated), employment or franchise relationship. The Partner has no authority to bind Green Globe, sign contracts, accept payments, or make representations on its behalf unless authorised in writing.

2. Scope of Work

Each assignment is set out in an Assignment Order in the form of Annexure A, signed by both parties, which states the business vertical, deliverables, timeline, targets and compensation and forms part of this Agreement. Within each assignment, the Partner shall perform the following (the "Services") in the Territory stated in Schedule A and Annexure A:

- Purchase, hold and distribute the products in Schedule A in the Territory, maintaining adequate stock to meet demand.
- Recruit, train and manage sub-dealers and retailers, who must accept terms no less protective of Green Globe than this Agreement.
- Provide monthly sales, stock and market reports and an annual forecast.
- Provide logistics, warehousing, handling and first-line customer service in the Territory.

3. Performance Standards

The Distributor shall meet the minimum annual purchase commitment in Schedule A, hold stock equal to at least ___ weeks of expected sales, submit monthly reports by the tenth day, and pay within terms.

Green Globe will review performance quarterly. Failure to meet standards for two consecutive quarters entitles Green Globe to require a corrective plan or terminate under Article 6.

4. Compensation and Payment

The Distributor buys at the distributor price in Schedule A, ex-works or FOB the point stated (Incoterms 2020), and pays by wire within thirty (30) days of invoice (or by irrevocable letter of credit if Green Globe requires). Risk passes per the Incoterm; title passes on full payment. Green Globe may change prices on sixty (60) days' notice, without affecting confirmed orders. Late sums accrue interest at the lesser of 1% per month or the maximum lawful rate. The Distributor bears import duties, taxes, licences and local registrations.

All amounts are in US dollars and payable by wire transfer. Each party bears its own taxes; the Partner is solely responsible for its own taxes, social charges and registrations, and shall furnish IRS Form W-9 (US persons) or W-8BEN/W-8BEN-E (non-US persons). Where law requires withholding, Green Globe may withhold and remit it. Compensation is earned only on transactions documented, contracted by Green Globe and paid for by the client. No commission is payable after termination except on transactions concluded and funded before the termination date.

4A. Orders, Quality and Recall

Orders are binding only when accepted by Green Globe. Green Globe's standard product warranty applies, and its sole remedy is repair, replacement or refund. The Distributor shall store products properly, track batch numbers, and cooperate in any recall or safety notice at its cost where caused by its own handling.

5. Obligations of the Partner

The Partner shall: (a) act honestly and in good faith and use due skill and care; (b) comply with all applicable laws and Green Globe's written policies; (c) register every lead and opportunity with Green Globe; (d) quote, contract and invoice clients only through Green Globe unless the Agreement states otherwise; (e) maintain accurate records for seven years and permit reasonable audit on notice; (f) not make claims, warranties or promises beyond Green Globe's written materials; and (g) promptly report complaints, disputes and suspected breaches.

6. Term and Termination

This Agreement begins on the Effective Date in Schedule A and continues for twelve (12) months, renewing for successive twelve-month periods unless either party gives sixty (60) days' written notice of non-renewal. Either party may terminate for convenience on sixty (60) days' written notice.

Green Globe may terminate immediately by written notice if the Partner: breaches this Agreement and fails to cure within fifteen (15) days of notice; breaches Articles 7, 8 or 9; becomes insolvent; or is, or is owned or controlled by, a sanctioned person. On termination the Partner shall cease representing itself as connected with Green Globe, return or destroy all Green Globe materials and Confidential Information, and settle all dues. Articles 4 (accrued sums), 7, 9, 10, 11 and 12 survive.

7. Confidentiality

"Confidential Information" means all non-public business, client, pricing, financial, technical and transaction information disclosed by or for Green Globe. The Partner shall use it only to perform this Agreement, protect it with at least reasonable care, and disclose it only to personnel who need to know and are bound by equivalent duties, or as required by law (after notice to Green Globe where lawful). These duties continue for five (5) years after termination, and indefinitely for trade secrets and client identities.

8. Compliance, Anti-Corruption and Sanctions

The Partner represents and agrees that it will comply with the US Foreign Corrupt Practices Act, all applicable anti-bribery laws, US economic sanctions administered by OFAC, US export control laws, anti-money-laundering laws and applicable data-protection laws. The Partner shall not offer, pay, promise or accept any improper payment or advantage, directly or through others, and shall not deal in or with sanctioned persons, countries or restricted goods in connection with Green Globe business. The Partner shall promptly provide due-diligence information (ownership, licences, references) on request and notify Green Globe within 24 hours of any suspected breach. Green Globe may suspend performance or payments pending any investigation.

9. Intellectual Property and Brand

All intellectual property in Green Globe's name, logo, materials, processes and data remains Green Globe's. The Partner receives a limited, non-exclusive, non-transferable, revocable licence to use Green Globe's name and approved brand materials solely to perform the Services and in accordance with brand guidelines.

The Distributor shall not register any trademark, domain or social account containing Green Globe's brand or product names.

10. Warranties, Indemnity and Liability

Each party warrants that it is duly organised, has authority to sign, and that signing does not breach any other agreement. The Partner shall indemnify and hold harmless Green Globe, its officers and affiliates against third-party claims, losses and costs arising from the Partner's breach, negligence, wilful misconduct, unauthorised statements or violation of law. Neither party is liable for indirect, consequential, special or punitive damages or loss of profit, and Green Globe's total liability under this Agreement shall not exceed the compensation paid to the Partner in the twelve (12) months before the claim, except for fraud or wilful misconduct. Green Globe is not liable for the Distributor's resale commitments, stock losses or sub-dealer defaults.

11. Non-Circumvention and Non-Solicitation

During the term and for twenty-four (24) months afterwards, the Partner shall not, without Green Globe's written consent, circumvent Green Globe by dealing directly with any client, supplier, financier or introduced party to a transaction first introduced by or through Green Globe, nor solicit Green Globe's employees or partners. Where the Partner has done so, it shall pay Green Globe the compensation Green Globe would have earned. The parties agree this restriction is reasonable and necessary to protect Green Globe's legitimate interests.

12. Governing Law and Dispute Resolution

This Agreement and any dispute arising from it are governed by the laws of the State of Arizona, United States of America, without regard to conflict-of-law rules. The UN Convention on Contracts for the International Sale of Goods does not apply. The parties shall first try to resolve any dispute by good-faith negotiation for thirty (30) days. Unresolved disputes shall be finally settled by binding arbitration administered by the International Centre for Dispute Resolution of the American Arbitration Association under its International Arbitration Rules, before one arbitrator, seated in Phoenix, Arizona, USA, in the English language. Judgment on the award may be entered in any court of competent jurisdiction. Either party may seek urgent injunctive relief from a court to protect confidential information or intellectual property.

13. General

This Agreement, with Schedule A, is the entire agreement and supersedes prior understandings on its subject; amendments must be in writing and signed by both parties. The Partner may not assign or subcontract without Green Globe's written consent. Notices must be in writing and sent to the addresses in Schedule A by courier or email with confirmation. Neither party is liable for delay caused by events beyond its reasonable control (excluding payment obligations). If any provision is unenforceable, the rest remains in effect. No waiver is effective unless written. This Agreement may be signed in counterparts and by electronic signature, each of which is an original.

Signatures

For Green Globe Impex Inc.	For the Partner
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Schedule A: Partner Particulars

Partner legal name and registration no.: _____

Registered address and notice email: _____

Country of incorporation / residence: _____

Effective Date: _____ Territory / sector: _____

Partner ID: _____ Relationship owner at Green Globe: _____

Products and Territory: _____

Minimum annual purchase (USD) and distributor price list ref.: _____

ANNEXURE A

Assignment Order No. _____ under the Distributor Appointment Agreement

This Assignment Order is issued under, and forms part of, the Agreement between Green Globe Impex Inc. and the Partner. If there is a conflict, the Agreement prevails unless this Order expressly states an exception.

Assignment reference and date	
Business vertical (tick one)	☐ [Vertical 1] ☐ [Vertical 2] ☐ [Vertical 3] ☐ [Vertical 4]
Client / counterparty (if any)	
Description of assignment	
Deliverables / outcomes	
Territory and sector	
Start date and end date	
Assignment-specific targets (KPIs)	
Products, distributor price and minimum purchase	
Payment terms and milestones	
Special conditions / approvals needed	

Accepted and agreed:

For Green Globe Impex Inc.
Signature / Name: _____
Date: _____

For the Partner
Signature / Name: _____
Date: _____