



**Distributor Agreement**  
*Between*  
**Hi-End Notebooks, Ltd**  
**(Distributor)**  
**And Eurocom Corporation**  
**(Vendor)**

This agreement (the "Agreement") effective as of March 15, 2011 between **Hi-End Notebooks, Ltd., Russia, 140143 Moscow region, Ramensky area, pos.Rodniki, str.B.Uchitelskaya d.4 kv.64** (hereafter "Distributor") and **Eurocom Corporation, 148 Colonnade Road, Ottawa, Ontario, K2E7R4** (hereafter the "Vendor");

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants contained herein, the parties hereto hereby agree as follows:

1. The Vendor hereby engages Distributor, and Distributor, hereby accepts such engagement, upon the terms and conditions set forth herein, for the period commencing on the Effective Date specified in the Distributor Agreement and ending upon the agreed date of termination.
2. The Vendor appoints Hi-End Notebooks, Ltd as an Authorized Distributor for Eurocom Corporation in Russia and surrounding areas.
3. It is understood that in the course of the Distributor's performance hereunder Distributor may become privy to information relating to the Vendor's operations, employees, finances, projects, products and production plans, research and development, system design, software, hardware, technical processes and formulas, source codes, activities, and so on. Such information shall be deemed confidential in every case where either a reasonable person would understand it to be confidential or the Vendor has identified it as such, unless the information in question (i) was already known to Distributor prior to its first disclosure hereunder; (ii) has become generally known to the public through no fault of the Distributor's; or (iii) is required by law to be disclosed (in which case the Distributor shall provide the Vendor with a reasonable opportunity to seek a protective order maintaining confidentiality). Distributor shall maintain the secrecy of all of the Vendor's confidential information (including, without limitation, all confidential information that the Vendor has received or will receive from third parties), using the same care it applies to its own confidential information, and shall make use of such confidential information only to the minimum extent necessary to effect the Agreement. Distributor shall not exploit or reveal to any third party any of such information without the Vendor's express prior written consent. This provision shall apply to all confidential information, whether it was exchanged before or after the date of this Agreement. All confidential information referred to in this Section in whatever form shall at all times remain the property of the Vendor, and shall, upon written request of the Vendor, be delivered by Distributor to the Vendor in all tangible forms, or, promptly destroyed by Distributor to the extent such delivery is impracticable.
4. Territory. Vendor grants Distributor retail distribution license to distribute all hardware products Vendor sells to Distributor ("Product" or "Products"), to end-users and commercial Distributors in Russia and surrounding areas (and its territories), and other territories as agreed from time to time through Distributor sales channels including but not limited to its present and future retail stores.
5. Return Authorizations. If a Vendor return authorization is first required by either party prior to Distributor's return of Product to Vendor, Vendor agrees to provide such return authorization to Distributor within forty-eight (48) hours of Distributor's request. Vendor shall allow delivery of return Product as of the day the return authorization is issued to Dealer. If Vendor requires that Dealer make an appointment to deliver returned Product, such appointment will be provided by Vendor within three (3) days of the carrier's expected arrival time. If Vendor receives Product from

**EUROCOM Corporation**

148 Colonnade Road, Unit 5 & 3

Nepean, Ontario, Canada K2E 7R4

tel: 613-224-6122

148 Colonnade Road, Unit 5, Nepean, ON K2E7R4

Tel: 613.224.6122 • Fax: 613.224.2511



Distributor that Vendor believes is non-returnable. Vendor will return such Product to Distributor's originating Product returns location within ninety (90) days of Vendor's determination and the shipment cartons must reference the original return shipment's return authorization or return-to-vendor number. Product returned to Vendor shall be delivered in their original, undamaged containers, except that Vendor shall not consider a container with a removed UPC to be damaged for purposes of calculating the return credit if such UPC was removed by an end-user in connection with a Vendor-sponsored rebate offer.

6. This Agreement shall be governed by the laws of the Province of Ontario, and any dispute arising hereunder shall be resolved in the courts of the Province of Ontario.
7. Neither party may transfer or assign this Agreement, in whole or in part, in any manner whatsoever without the prior written consent of the other.
8. Banking information provided may be used only for the purpose of payment and falls compliant to point 2. For security reasons. Banking details are **BANK OF MONTREAL**  
1454 MERIVALE ROAD, OTTAWA, ONT K2E 5P1. Account# 23914604872 **Transit#** 23916.

**AGREED TO AND ACCEPTED BY:**

**For Vendor:**

Mark Bialic

(Signature)

March 15, 2011

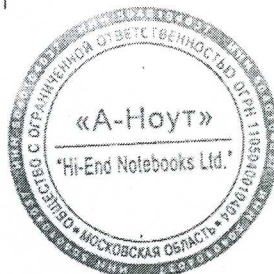
Business Registration 899815252

**For Distributor:**

Kolchedantsev Yury

(Signature)

March 15, 2011



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