

eGauge Systems LLC

DISTRIBUTOR AGREEMENT

COMPANY

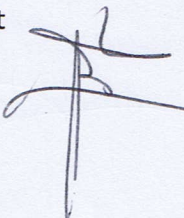
**Telenym Philippines Inc.
Level 10-01 One Global Place
25th Street Cor. 5th Ave BGC
Taguig City, Metro Manila, Philippines 1635**

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This agreement is a contract for the distribution of eGauge products between eGauge Systems LLC (hereinafter referred to as "eGauge" and the supplier), a Colorado limited liability company and located at 1644 Conestoga Street, Suite 2, Boulder, Colorado 80301 USA and Telenym Philippines Inc. (hereinafter referred to as "Telenym" and the distributor), a Philippine corporation and located at Level 10-1 One Global Place 25th Street Cor. 5th Ave BGC, Taguig City, Metro Manila, Philippines 1635.

eGauge and Telenym agree to the following terms and conditions:

- 1. APPOINTMENT** Subject to the terms and conditions of this Agreement, eGauge Systems LLC, ("eGauge"), hereby appoints the undersigned to be an Independent Distributor ("Distributor") with the right to purchase eGauge's Products (hereinafter referred to as "Products") for resale to the Markets identified on Schedule B. Distributor hereby accepts such appointment. Distributor has been assigned a Territory, described on Schedule A. Distributor will be allowed to sell the products in these territories as long as the conditions of Schedule A are met.
- 2. DUTIES** Distributor shall use its best efforts to promote the sale of the Products in the Territory and Markets using all available means and shall comply with all applicable laws, rules and regulations with respect to the sale of the Products.
- 3. INVENTORY AND ORDERS** Distributor shall purchase and may maintain an inventory of the Products, to satisfy the reasonable needs of potential customers. Orders shall be placed by Distributor in such minimum amounts as are established by eGauge and stated in the attached supply agreement, Exhibit A, and agreed to by distributor. Orders shall specify all details concerning the products being purchased including delivery schedules, and shall be subject to acceptance by eGauge.
- 4. DELIVERY** Products shall be shipped in such manner and method as eGauge shall determine in its sole discretion and shall be sent from the eGauge office location in Boulder Colorado. Distributor shall be responsible for shipping cost from this location. All delivery dates, unless otherwise expressly specified by eGauge, are estimates.
- 5. PAYMENT** Payment terms for all orders shall be prepaid via bank transfer. eGauge, in its sole discretion, reserves the right to reject orders or establish other requirements to ensure payment.
- 6. WARRANTY/REPAIRS** The products shall be warranted in the manner and to the extent expressly set forth in the standard product warranty. **EGAUGE SYSTEMS LLC MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESSED, OR IMPLIED. ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.**
- 7. RELATIONSHIP OF PARTIES** The relationship of the parties is intended to be that of Supplier and Distributor. Neither the Distributor, nor any individuals whose compensation for services is paid by the Distributor, is in any way, directly or indirectly, employed by eGauge, nor shall any of them be deemed to be employed by eGauge for purposes of any tax contribution levied by any governmental entity. Distributor is an independent contractor and other than as expressly set forth in this Agreement, is not an agent or authorized to act on behalf of eGauge. The parties acknowledge that their relationship is not one of franchisor-franchisee within the meaning of any franchise act or regulations.
- 8. TRADEMARKS** Products sold to Distributor shall bear one or more trademarks or trade names which are owned by eGauge. All use by Distributor of any such trademark or trade name shall be made solely in conjunction with the sale of such Product and such marks and names shall remain the sole and exclusive property of eGauge. Distributor shall not remove or obliterate any such mark or name or affix any other mark or name to the Products, other than the addition of a nameplate, with respect to



certain specified Products, indicating that the Distributor sells and services such Product. Distributor shall submit for the prior written approval of eGauge, specimens of all promotional material, literature and advertisements bearing a trademark or trade name owned by eGauge.

9. NON DISCLOSURE AGREEMENT All terms and conditions of the Non Disclosure Agreement (NDA) between the parties, dated July 7th 2021, are incorporated by reference herein and shall remain in effect for the duration of this Distributor Agreement.

10. TERM AND TERMINATION This Agreement shall become effective upon execution by the parties and shall continue in full force and effect through July 7th, 2022 or until terminated as follows:

eGauge may terminate this agreement should distributor

- (a) fail to pay within agreed upon terms.
- (b) participate in unethical or unprofessional practices that would reflect poorly upon eGauge.
- (c) fail to meet the requirements of the supply agreement.

Distributor can terminate this agreement without cause.

In the event of termination, eGauge shall have the right, but not the obligation, to be exercised within thirty (30) days after the notice of termination, to repurchase all or any portion of the Products remaining in Distributor's inventory on the effective date of termination at Distributor's original purchase price less 25% restocking fee. In the event eGauge elects not to purchase all such Products in Distributor's inventory, Distributor shall have a limited license to continue to use the eGauge trademarks and trade names associated with such remaining Products for a period of three months following termination solely in connection with the sale of such remaining Products.

eGauge shall have the sole right to determine whether or not to accept orders, set order delivery schedule(s), and to determine in all respects the manner of shipping any accepted orders. Orders shall not be binding upon eGauge unless and until accepted in a written confirmation issued by eGauge.

11. FORCE MAJEURE All transactions under this Agreement and all orders accepted hereunder are subject to strikes, labor disputes, lockouts, delays in transport or delivery of materials or products, embargoes, insurrections, riots, war, governmental actions, severe weather or other acts of God and any other cause beyond the reasonable control of the parties, and neither party shall be liable to the other for any loss, damage, delay in delivery or failure to deliver resulting from any such cause.

12. DAMAGES Neither party hereto shall be liable to the other for consequential damages of any kind, including, but without limitation, special or indirect damages or consequential damages resulting from business interruption or lost profits. eGauge shall not be responsible for damages of any nature or description, including, but without limitation, fines and penalties, assessed against Distributor as the result of the unauthorized alteration of any Product by Distributor or its customer, or as the result of any unauthorized representation made by the Distributor to any customer regarding an intended or appropriate use of a Product or its compliance with any local law or regulation.

13. CONFIDENTIALITY AND INDEPENDENT DEVELOPMENT To the extent that either party provides confidential or proprietary information to the other incident to this Agreement, and designates such information as "confidential", the other party shall not disclose such information to any third party and shall not use such information for its own benefit or the benefit of a third party. This provision shall survive the termination or expiration of this Agreement for a period of three (3) years.

14. ASSIGNMENT This Agreement constitutes a personal service agreement which cannot be assigned by Distributor without the prior written consent of eGauge.

15. NON-INFRINGEMENT

eGauge warrants that the Products do not infringe the intellectual property rights of any third party. Distributor shall promptly notify eGauge in the event any claim of infringement is asserted by any third party and, at the request of eGauge, shall relinquish control of the defense of such matter to eGauge. Distributor shall, at the request of eGauge, cooperate in the defense of any such proceeding.

16. MISCELLANEOUS PROVISIONS

(a) DISPUTES

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled shall be resolved by arbitration held under the auspices of the American Arbitration Association in accordance with the commercial rules of that association then obtaining. Such arbitration shall be held in Boulder, Colorado, and the award of the arbitrator(s) may be entered as a judgment in any court having jurisdiction thereof. Such arbitrator(s) shall have authority to award costs and reasonable attorneys' fees to the prevailing party. Notwithstanding the foregoing, neither party shall be prohibited from seeking preliminary or injunctive relief in a court of competent jurisdiction with respect to claims involving the other party's misuse of its intellectual property rights.

(b) RESERVATION OF RIGHTS

Notwithstanding anything else to the contrary elsewhere in this Agreement, eGauge reserves the right to discontinue the manufacture of any Product, alter or change any Product and the right to sell any Product to any customer whether within or outside the Territory, and no such action on the part of eGauge shall be considered a violation or breach of this Agreement nor shall same entitle Distributor to any compensation or other payment. Discontinuance of any particular Product by eGauge shall not entitle Representative to any rights with respect to any new or replacement product by eGauge.

(c) NOTICES

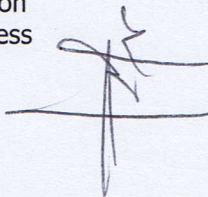
All notices pursuant to this Agreement shall be via email to/from the eGauge manager to/from distributor manager

(d) COMPLETE AGREEMENT

This Agreement and Schedules A, B, and C attached hereto represent the entire agreement among the parties and supersede all previous agreements and understandings, whether oral or written, between the parties regarding the distribution or representation of supplier's products. No modification, renewal or amendment of this Agreement shall be binding unless in writing expressly referring to this Agreement and signed by both parties.

(e) GOVERNING LAW

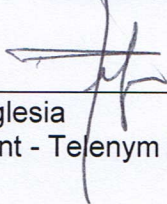
This Agreement shall be governed by and interpreted by and in accordance with the laws of the State of Colorado, USA.

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a vertical line and a horizontal line, positioned to the right of the text.

17 SIGNATURES

This Agreement shall be signed by Delfin Iglesia, President, on behalf of Telenym Philippines Inc., and by Robert Cowan, Vice President, on behalf of eGauge Systems, LLC.

Customer: **Telenym Philippines Inc.**

By:  _____ Date 7/12/2021
Delfin Iglesia
President - Telenym Philippines Inc.

Supplier: **eGauge Systems, LLC**

By:  _____ Date 7/28/2021
Robert Cowan
Vice President- eGauge Systems, LLC

SCHEDULE A: TERRITORY

eGauge grants **Telenym** distributor rights with the noted exceptions to market the eGauge meters in the following geographical territory:

Philippines, Taiwan

The Supplier shall not, during the life of this Agreement, grant any other person or undertaking (including a subsidiary of the Supplier) the right to represent or market the Product in the Territory. The Supplier shall furthermore refrain from selling directly or otherwise to customers established in the Territory.

Telenym acknowledges that eGauge Systems may have some existing relationships in Nigeria and eGauge Systems may continue to sell directly to these companies while complying with this Agreement.

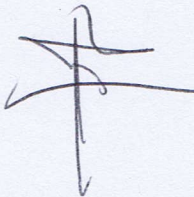
Telenym acknowledges that eGauge Systems provides private labeling for some companies, and that eGauge Systems does not control where such companies sell the product. If it is discovered that such companies are selling private labeled eGauge meters in the assigned territory, eGauge Systems will not be in breach of this agreement.

EGAUGE MAY ALSO EXTEND THIS AGREEMENT TO NEIGHBORING COUNTRIES IF IT DEEMS APPROPRIATE.

SCHEDULE B: MARKET

Included Parties: This contract applies to:

- Residential end users
- Residential and Commercial Developers
- Solar Integrators / Installers
- Commercial End users
- Industrial users
- Consultants
- Utility companies and electric coops
- State or Local Governments
- Schools and Universities



SCHEDULE C : SUPPLY AGREEMENT

This Supply Agreement (this "Agreement") is made effective as of July 7th, 2021, between eGauge Systems, LLC, of 1644 Conestoga Street, Suite 2, Boulder, Colorado 80301 ("Supplier"), and Telenym Philippines Inc., of Level 10-1 One Global Place, 25th Street corner 5th Ave BGC, Taguig City, Metro Manila, Philippines 1635 and will be in effect until July 7th 31, 2022, with the option to extend the term if in agreement by both parties.

1. ITEMS PURCHASED

Supplier agrees to sell, and Customer agrees to buy, the following products (the "Goods") in accordance with the terms and conditions of this Agreement:

The Supplier will perform quarterly reviews with the Customer, and will be permitted to terminate this agreement if the quarterly purchase volume is not met.

2. PAYMENT

Payment shall be made to eGauge Systems, LLC, of 1644 Conestoga Street, Suite 2, Boulder, Colorado 80301 or any future address of Supplier. Telenym agrees to pay the actual amount of each Purchase Order issued, as per the delivery schedule included in Section 3, with the addition of freight. eGauge Systems currently expects payment before a shipment leaves our facility. Acceptable payment methods will be electronic bank draft, a company check, or a wire transfer. Telenym will be responsible for any landing costs, customs fees, and taxes due upon delivery.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 18 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Telenym shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if Telenym fails to pay for the Goods when due, eGauge Systems, LLC has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies.

3. DELIVERY AND MINIMUM ORDERS

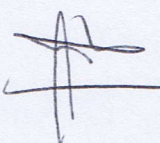
Time is of the essence in the performance of this Agreement. Supplier will arrange for delivery, by carrier chosen by Supplier, according to the following minimum quantities for each order.

A minimum of 10 EG41xx meters and CTs will be ordered for each delivery, unless only CTs and/or other accessories are ordered, in which case no minimums will apply.

Delivery will be arranged by eGauge Systems, LLC, and paid by Telenym. Telenym will supply a FedEx or UPS account number for shipments. Any delivery costs are the sole responsibility of Telenym. eGauge Systems is permitted to add a service charge of up to \$250 per order if DHL or other third party freight forwarding companies are chosen as the shipping company by Telenym.

eGauge Systems, LLC reserves the right to adjust the shipping schedule based on inventory and supply at the time of Purchase Order acceptance, and will notify Telenym in a timely manner if any delay is necessary.

4. WARRANTIES



eGauge Systems, LLC warrants that the Goods shall be free of substantive defects in material and workmanship and in conformance with industry standards.

EGAUGE SYSTEMS, LLC SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF EGAUGE SYSTEMS, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

eGauge Systems, LLC's liability, if any, for defective Goods, is limited to replacement, repair or refund of the defective Goods, at eGauge Systems, LLC's option.

5. INSPECTION

The Customer, upon receiving possession of the Goods, shall have a reasonable opportunity to inspect the Goods to determine if the Goods conform to the requirements of this Agreement. If the Customer, in good faith, determines that all or a portion of the Goods are non-conforming, the Customer may return the Goods to the Supplier at the Customer's expense. The Customer must provide written notice to the Supplier of the reason for rejecting the Goods. The Supplier will have 60 days from the return of the Goods to remedy such defects under the terms of this Agreement.

6. DEFAULT

The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any or either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Goods in the time and manner provided for in this Agreement.

7. REMEDIES ON DEFAULT

In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may elect to cancel this Agreement if the default is not cured within 30 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default.

8. FORCE MAJEURE

If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or supplier failures.

The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch

whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

9. CONFIDENTIALITY

Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

10. NOTICES

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

11. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.



12. AMENDMENT

This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

13. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Colorado.

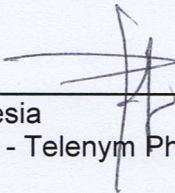
16. LIMITATION OF LIABILITY

EXCLUSIVE OF THE MUTUAL INDEMNIFICATION CONTAINED HEREIN, THE SUPPLIER'S AGGREGATE LIABILITY TO Telenym FOR ANY HARM, LOSS, DAMAGE, EXPENSE, LIABILITY OR INJURY ARISING OUT OF ANY CLAIM, ACTION, SUIT, OR PROCEEDING IN CONNECTION WITH, RELATING TO OR ARISING FROM THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, WILL IN NO EVENT EXCEED THE AMOUNT PAID TO CONTRACTOR FOR SERVICES UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH, RELATING TO OR ARISING FROM THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER SUCH DAMAGES ARISE, WHETHER FOR BREACH OF CONTRACT OR IN TORT.

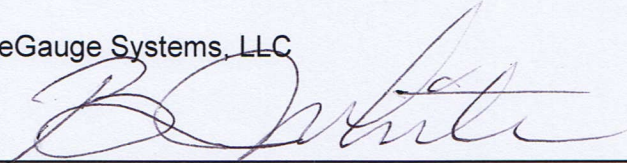
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