



KIM GUAN GUAN COFFEE TRADING PTE LTD

Bedok Food City, 1550 Bedok North Ave 5 #05-28/29/30 Singapore 489950

Tel: 62815055 (5 Lines) GST REG. NO : 20-0005922-W

DISTRIBUTOR APPOINTMENT AGREEMENT

8 September 2023

Kim Guan Guan Coffee Trading Pte Ltd (UEN 200005922W), a company incorporated in the Republic of Singapore and having its principal place of business at **1550 Bedok North Avenue 4 #05-28/29/30 Singapore 489950** ("**KGG**" / "**Party**"); hereby confirms the appointment of :

_____ (Company No _____) a company incorporated in Philippines with its registered address _____ ("**Distributor**" / "**Party**")

as our distributor in Thailand and will be granted the rights to offer and sell products ("**Products**") manufactured or sold by **KGG** under the brand of KGG and/or Kim's Duet for the geographical area as stated, for all channels including but not limited to Restaurants, Cafes, Supermarkets, Hypermarkets, Provision Shops, Mini-Marts, Wholesalers, Petroleum Companies, Convenience Stores, etc.

DISTRIBUTION OF PRODUCTS

- **Distributor** will maintain, or cause to be maintained, sales staff for the distribution of the Products handled by the distributor.
- **Distributor** will use its best efforts to promote the sale and distribution of the **Products**.

PRICING

- The price of **Products** to the **Distributor** will be based on the quotation as endorsed by **Distributor** and delivered to **Distributor's** appointed logistics company in Singapore.
- Any price increases for the **Products** will be negotiated between **KGG** and **Distributor** at least 30 days prior to the increase.

TERMS OF PAYMENT

- Cash in Advance ("**CIA**") - Full payment in SGD shall be made by **Distributor** to **KGG** for the **Products** upon confirmation and **KGG** receiving the purchase order.



KIM GUAN GUAN COFFEE TRADING PTE LTD

Bedok Food City, 1550 Bedok North Ave 5 #05-28/29/30 Singapore 489950

Tel: 62815055 (5 Lines) GST REG. NO : 20-0005922-W

TERMINATING THE AGREEMENT

This letter of appointment has a term of 2 years commencing on _____ and shall remain in effect till terminated, subject to the provisions below:

- **KGG** has rights of immediate termination of this agreement if:
 - **Distributor** is in breach of any outstanding sums exceeding the credit limit, if any
 - **Distributor**, on reasonable ground of justification, is in breach of misrepresentation of **KGG's** products including but not limited to inaccurate product marketing information and any act that affects **KGG's** brand's positioning or integrity
- Either **Party** serves 120 days written notice to the other **Party** to notify of its desire to terminate the Agreement.

IN WITNESS WHERE OF, the parties hereto have caused this agreement to be executed on the day and year first above written.

SUPPLIER

Kim Guan Guan Coffee Trading Pte Ltd

By:

Name:

Designation:

Date:

DISTRIBUTOR:

[insert distributor name]

By:

Name:

Designation: