

DATED the 17th day of August 2017

LT-NL01/2017

**AGENCY DISTRIBUTION AGREEMENT**

**BETWEEN**

**LIFETIME HEALTH PRODUCTS PTY LIMITED  
ABN 64 054 492 803  
(The "Lifetime")**

**AND**

**Natural Life Sources Co.,LTD  
179 Dao Duy Anh, Ward 9  
Phu Nhuan Dist., HCMC, VIETNAM  
("The Agent")**

**SPENCER, WHITBY & CO  
Solicitors  
167 Dowling Street  
EAST SYDNEY NSW 2010  
Tel: 02 9356 4044  
Fax: 02 9356 3475  
DX 255 SYDNEY  
Email: [spencer@mpx.com.au](mailto:spencer@mpx.com.au)  
Our Ref: KRS:kr**

## AGENCY DISTRIBUTION AGREEMENT

This Agreement is made on the 17<sup>th</sup> day of August, 2017.

The parties to this Agreement are:-

LIFETIME HEALTH PRODUCTS PTY LIMITED  
ABN 64 054 492 803 of  
7/121a Old Pittwater Road  
Brookvale NSW 2100 Australia  
("Lifetime")

And

Natural Life Sources Co.,LTD  
179 Dao Duy Anh, Ward 9  
Phu Nhuan Dist, HCMC, VIETNAM  
("The Agent")

### WHEREAS

1. Lifetime is the business of inter alia, the manufacturing and marketing of vitamin and nutritional supplements and associated products ("Lifetime Products") in the health and nutritional and associated fields.
2. The Agent has requested the Agent be granted exclusive distribution rights to certain areas.
3. The Agent has requested the Agent be granted exclusive distribution rights for the following 'Natural Life' products.
  - Royal Jelly 60 capsules 1000mg 1.2% HDA
  - Royal Jelly 365 capsules 1000mg 1.2% HDA
  - Prop. & Manuka Honey Spray 30ml 20%
  - Propolis Toothpaste 110gm - 100% Natural Formula
  - Propolis Candy 40 Lozenges Lemon & Honey Flavour
  - Omega 3 1000mg 365 Caps
  - Omega 3 1000mg 200 Caps
  - Shark Cartilage 500mg 300 caps
  - Shark Cartilage 500mg 200 caps
  - Kids IQ - 60 caps High DHA with Vit D3 - Lemon/Lime flavoured
  - Kids eyes plus - 60 caps biberry 5000 with Vit A and Lutein
  - Evening Primrose Oil 1000mg 360caps
  - Evening Primrose Oil 1000mg 200caps
  - Green Lipped Mussel 200mg 100 caps
  - Colostrum 200 chewable tablets 45mg IgG
  - Baby Probiotic
  - Kid Probiotic
  - Adult Probiotic

The exclusive rights will be granted automatically to any other Lifetime product which Agent agrees to distribute to Vietnam which differ from above list. It is valid immediately when Lifetime receives first order from Agent.

4. Lifetime has agreed, subject to the terms and conditions as set out hereunder.

**NOW IT IS hereby agreed and declared: -**

1. The Agent shall be appointed the exclusive agent for the purposes of the normal retail sale of Lifetime products for the country of Vietnam ("the designated territory") upon and subject to the terms and conditions as hereinafter set out.
2. This Agency Agreement shall be for a period of three years and will automatically renew at the end of the term of this agreement.
3. The Agent in consideration of being given the exclusive retail distribution rights to Vietnam will place orders of a minimum total wholesale value of A\$1,500,000.00 (Australian) during the term of this agreement.
4. The Agent will pay 50% upon order and the balance prior to shipping by international bank transfer into Lifetime's account.
5. The Agent acknowledges that Lifetime has a website and that orders may be placed from anywhere in the world by people for products over the web.
6. The Agency Agreement does not in any way preclude or limit Lifetime from marketing its products directly to consumers through the web. Lifetime however undertakes that it will not ship the products within this agreement to Singapore or Malaysia for the duration of the agreement.
7. Lifetime shall indemnify, defend and hold the Agent, its affiliated companies and their respective officers, directors and employees, harmless from and against all liability, damage, loss, cost or expense (including attorney's fees and costs) of any kind or nature whatsoever, arising out of any third party claims or suits, resulting from Lifetimes negligent act or omission in connection with the purchase, storage, use, shipment, promotion, sale or distribution of the Product(s) sold hereunder. Lifetime shall at its own expense maintain an insurance policy for claims by third parties arising from product liability.
8. This Agreement shall automatically expire upon the expiration of the 36-month period and shall be renewed upon the agreement of both parties.
9. The agent warrants that it and its servant's officers employees and representatives shall at all times act and conduct the agent's affairs in a proper professional ethical and businesslike manner and shall comply with all applicable legislative requirements whether Australian or of the designated territory.
10. The agent shall not do anything which may adversely affect or otherwise impact upon the business of Lifetime or the good name of Lifetime or the Lifetime products or brand.
11. Any breach of clause 9 or of 10 shall entitle Lifetime to immediately terminate this agency agreement.
12. The Agent indemnifies Lifetime against all and any damages, loss or injury sustained by Lifetime as a result of any breach of this agreement including but not limited to any breach of clauses 9 or 10.
13. This Agency Agreement shall be construed in accordance with the laws of New South Wales, Australia, and the proper and exclusive forum for any dispute which may arise in relation to this agreement shall be the Court's and Tribunals of the State of New South Wales, Australia.

SIGNED for and on behalf of )  
Lifetime Health Products Pty Limited )  
by its duly authorised officer )

Date: 22.12.17



SIGNED for and on behalf of )  
Natural Life Sources Co.,LTD by its duly authorised officer )

Name

Designation

*[Handwritten signature]*  
*Dr Phan Minh Hoa*

Date: 08.01.2018

