

Contractual Agreement in International Marketing

This International Marketing Contractual Agreement ("Agreement") is made and entered into as of October 9, 2024, by and between the following parties:

Client: Sunshine Electronics Inc., incorporated and existing under the laws of Japan, with its principal office located at 1234 Tech Park, Tokyo, Japan ("Client").

Service Provider: Global Reach Marketing Ltd., incorporated and existing under the laws of the United Kingdom, with its principal office located at 5678 Media House, London, UK ("Service Provider").

Recitals

WHEREAS, the Client is engaged in the business of manufacturing and selling consumer electronics and is desirous of marketing its products internationally;

WHEREAS, the Service Provider specializes in providing marketing services and has expertise in the international promotion of electronic products;

NOW, THEREFORE, the parties hereto agree as follows:

1. Services

- The Service Provider shall perform the marketing services specified in the attached Schedule A, which includes market research, digital marketing campaigns, advertising through various media channels, public relations efforts, and establishing distribution channels in Europe and North America.
- The Service Provider agrees to use its best efforts to promote the Client's electronic products in the aforementioned territories.

2. Compensation

- The Client agrees to pay the Service Provider a fee of \$100,000 USD, payable in quarterly installments.
- Additional expenses for services outside the initial scope will be approved in advance by the Client in writing.

3. Intellectual Property

- All marketing materials produced by the Service Provider under this Agreement will be the property of the Client.
- The Service Provider shall not use any of the Client's trademarks, service marks, or trade names without the prior written consent of the Client.

4. Confidentiality

- Each party agrees to keep all proprietary information, trade secrets, and business plans of the other party confidential during and after the termination of this Agreement.

5. Term and Termination

- This Agreement shall commence on November 1, 2024, and shall continue until October 31, 2027.
- Either party may terminate this Agreement upon 30 days' written notice if the other party breaches any of its obligations under this Agreement and fails to cure such breach within 14 days after receipt of written notice.

6. Dispute Resolution

- Any disputes arising out of this Agreement shall first be attempted to be resolved through friendly negotiations between the parties.
- If unresolved, disputes shall be submitted to arbitration in London in accordance with the Rules of Arbitration of the International Chamber of Commerce.

7. Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom.

8. Miscellaneous

- This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this International Marketing Contractual Agreement as of the date first above written.

[Client's Signature] John Doe, CEO

[Service Provider's Signature] Jane Smith, Director