

TRADE AND INTERSECTION AGREEMENT

City: _____ « _____ » _____ 20____ year

Distributor's number: _____

DENAS-Cz s.r.o. represented by: Dmitry Ivanov, the director acting in accordance with the Charter of the company, follows as "Company" and

_____, follows as Trading Agent,

Personal data of Trading agent:

| | | | |
|------------------|----------------------|---------------|----------------------|
| First Name: | <input type="text"/> | Phone: | <input type="text"/> |
| Last Name: | <input type="text"/> | Fax: | <input type="text"/> |
| Date of birth: | <input type="text"/> | Mobile phone: | <input type="text"/> |
| Address: | <input type="text"/> | email: | <input type="text"/> |
| Zip/Postal Code: | <input type="text"/> | Web page: | <input type="text"/> |
| Country: | <input type="text"/> | Sponsor: | <input type="text"/> |

Conclude the following Contract:

Introduction

DENAS-CZ s.r.o., is the official representative of corporation «DENAS MC» and offers to its general and business clients medical products, printed matter, video, and other products. The trading agent can extend production of Firm both by means of direct sales, and by means of network (multilevel) marketing (MLM). If the sales representative extends production by means of network marketing he signs the Cooperation agreement with corporation «DENAS MC» in addition to the given contract and undertakes to observe rules of cooperation with Corporation «DENAS MC».

1. The purpose of the contract

The purpose of this contract is joint distribution of products of corporation DENAS MS. The trading agent receives and sells the goods only under the prices established by Firm.

2. Legal status of the trading agent

2.1. The trading agent is a private businessman, both in basic and related activity. Accordingly, they will organize their activities independently and define duration of working hours and labour without any obligations in the field of productivity and without protection of a place of distribution of the goods.

2.2. For observance of tax, judicial, legal and moral obligations the trading agent answers personally.

3. The legal status of firm

3.1. The firm transfers the right to commercial distribution of products to the trading agent.

3.2. The firm undertakes to give in due time the demanded documentation and products following the order of the trading agent.

3.3. The firm adopts all guarantee certificates itself; the firm is obliged to make available new information to the trading agent in time.

4. Compensation

4.1. The trading agent receives compensation for sales concluded by him or his trading agents during the time of action of the present contract . The rate of commission is defined by Firm.

4.2. Compensation can be paid in products, or granting of discounts for products, or transfer of an agreed rate of commission to the bank account of the trading agent. The form of payment of compensation is defined by Firm in coordination with the trading representative. In the case of a transfer of compensation to the bank account of the sales representative, the sales representative bears the bank expenses for transfer.

4.3. Transfer of compensation to the bank account of the trading agent is possible only if the sum of the compensation is not less than 200 Euros. Smaller sums of compensation will be paid in product or by granting

of discounts for products. Thus, the trading agent still has the possibility of accumulation of compensation to the demanded minimum sum.

5. The general obligations of the trading agent.

5.1. The trading agent should monitor that information proceeding from him is correct and coincides with the official information of the firm.

5.2. The trading agent undertakes to observe standard business practice rules when working with clients, and other trading agents.

5.3. The trading agent undertakes any actions carried out by him, to conduct on his behalf. He has a right to dispatch advertising by E-mail or by fax only if he has obtained permission from the recipient. For drawing up of advertising and other kinds of actions, the trading agent has the right to use materials and information provided by the Firm only.

5.4. The trading agent pays for products in advance. Deferment of payment for the term of no more than 14 days from the date of goods shipment may be granted by prior agreement with the firm.

5.5. The trading agent undertakes to observe the trading rules of the firm in full.

For the drawing up of advertising and other kinds of shares, the commercial agent has the right only to the use of materials and information provided by the Firm.

6. Inviolability of a private life and confidentiality

6.1. The trading agent with signing of the given contract bears responsibility under the given contract for disclosure of the confidential information of the Firm and Corporation.

6.2. The trading agent undertakes not to disclose

information on internal and corporate affairs of the Firm and Corporation.

7. Duration of the contract

7.1. This contract is concluded without delay, and can be at any moment terminated with the notice of either party under the condition of preliminary repayment of debts against Firm.

8. Final provisions

8.1. The contract comes into force with its signing and after completing the statement of enterprise activity.

8.2. All disputes and disagreements which may arise under the present contract or in connection with it, are to be resolved by the parties by negotiations. In the case of non settlement of questions or issues via negotiations – the dispute is transferred (with permission), to the Czech Trading court. The decision of the Czech Trading court is definitive and obligatory for both parties. An applicable law under the given contract is the legislation of the Czech Republic.

8.3. The bank data for compensation payment:

Account number: _____

Bank sort code: _____

Bank Name: _____

Swift Code: _____

IBAN: _____

Signatures of both parties:

The trading agent: _____

Firm: _____

THE STATEMENT FOR ENTERPRISE ACTIVITY

I am a taxable businessman/company and I am registered with the following body:

VAT number: _____

Pay my compensation including 19 % VAT.

I am not a taxable businessman and I am registered in following body:

Tax number: _____

Pay my compensation not including 19 % VAT.

My enterprise activity is registered, the registration copy is applied.

The trading agent: _____

(date, the signature)

Account No (EUR): 106 301 8552/5500 IBAN: CZ 38 5500 0000 0010 6301 8552
Account No (USD): 106 301 8544/5500 IBAN: CZ 60 5500 0000 0010 6301 8544
Account No (CZK): 106 301 7760/5500 IBAN: CZ 82 5500 0000 0010 6301 7760

DENAS-CZ s.r.o.
SWIFT-BIC: RZBC CZ PP, Raiffeisenbank a.s., Karlovy Vary
Director: Dmitry Ivanov