

DJI Agriculture Drone Dealer Agreement

V21.02

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Both Wonderfull Inc.(referred to as the “Company”) and signed dealership in this email Together with its affiliates

(Respectively referred to as the “Party”, and together as the “Parties”).

WHEREAS the Parties wish to exchange information for the Project of potential business opportunity in the interest of both Parties (the “Project” means the DJI agriculture drones from HK DJI Software Technology Co. Ltd) that would be to the mutual benefit of the Parties and each of the Parties desires to protect the confidentiality of certain information that may be included in the aforesaid exchange.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the Parties hereto, intending to be legally bound, do agree as follows:

1.1 Dealer Definition

The dealers in the company's agreement are non-exclusive product dealers in the region/area, and the dealers accept this position in accordance with this Agreement.

1.2 General understanding

- 1) The company is responsible for the overall market sales, ordering, delivery, and after-sales service.
- 2) Dealers are independent contractors and are not employed in the company. Dealers cooperate with companies, responsible for product sales and customer development in the region/area, as well as product training, guidance, and simple maintenance in regional customers.
- 3) Dealers have no right or authority to generate, bear or create a guarantee or commitment to companies or their workers.

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4) Dealers have no right to develop any dealers, sub-dealers, divide themselves or equivalent agencies in any field, or sign any sales or other agreement on behalf of the company.

2.1 New products

When the company launches new products in the area where the dealer is located, the company will notify the dealer in writing. Dealers should cooperate with the company in introducing new products and launching activities. Regardless of whether these new products are included in the product range, dealers must not refuse.

2.2 Consultative responsibilities of all parties

(A) The Company has the right to recommend the dealer to the dealer on the resale, promotion, service, and distribution of the product, and can make reasonable advice on these matters. The dealer should do our best to cooperate with the company's recommendations within the company's approval.

(B) Dealers should make recommendations to the company on services, quality control, product marketing, and promotion, and provide reasonable recommendations on these matters. The company should make reasonable efforts to comply with such recommendations in the company's consideration.

(C) dealers should collect information about market information, technical issues, and other potential customers and market issues related to product quality, resale, promotion, and technology, and maintain close contact with the company.

3.1 TRADEMARKS

(a) The DJI Products shall be sold under the Trademarks. On the Products, containers, and advertisements for the Products, the symbol ® shall be used in conjunction with the registered Trademarks or “TM” in conjunction with any Trademark applications.

(b) The Dealer shall not place, simplify or append any additional trademarks, logos, service marks, or any commercial designations other than the Trademarks, on the Products, its accessories, associated documents, or packaging.

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- (c) The dealer shall not and shall not consent or assist any third party to:
- (d) make any modifications to the labeling or packaging of the Products;
- (e) deface, tamper with, obliterate or remove any Trademarks, trade names, logos, insignia, or identification numbers which may be embossed upon or affixed to the Products and/ or the relevant packaging of the Products;
- (f) use any of the Trademarks in any way which might prejudice their distinctiveness, validity, or the goodwill of the Company and/or the Affiliates; or
- (g) acquire any right, title, or interest in or to any of the Trademarks or the goodwill associated therewith or in or to any of the advertising, promotional, or merchandising work or material for or relating to the Products and belonging to or developed by or for the Company or the Affiliates. Notwithstanding the foregoing, if any such right, title, or interest is acquired by or arises in favor of the dealer, the dealer shall upon request by the Company immediately assign or otherwise transfer the same absolutely to the Company.
- (h) The dealer shall provide all the assistance to the Company or the Affiliates in applying for and/or maintaining Intellectual Property in connection with the Products in the Territory and Free Area (if applicable).

3.2 Intellectual Property

- (a) The Dealer shall not use or consent others to use the Intellectual Property rights of the DJI, the Affiliates, or to the Products without the Company's prior consent in writing.
- (b) The Dealer shall not and shall not consent or assist any third party to:
 - (i) register any of the Intellectual Property of the Company or the Affiliates or to the Products as its own Intellectual Property without the prior written consent of the Company; or
 - (ii) use any other business marks, logos, or names which resemble any Intellectual Property of the Company or the Affiliates or to the Products and is likely to cause confusion or deception.

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3.3 Notification obligation

The dealer shall promptly notify the Company of any actual, threatened or suspected infringement or wrongful use in the Territory and Free Area (where applicable) which comes to its notice, of any of Intellectual Property of the Company, the Affiliates or to the Products and shall provide the Company with all such assistance as the Company may reasonably require in attempting to end such infringement or wrongful use. The Company shall, in its absolute discretion, determine what action, if any shall be taken.

3.4 Data security and privacy

- (a) To the extent permitted by the Applicable Laws, the Company shall be deemed as the owner or the controller of all the data (including personal, Customer, and other data) received by the Dealer for performing this Agreement.
- (b) Both Parties shall comply with the data security and data privacy laws under the Applicable Laws for performing this Agreement.
- (c) The restrictions contained in this Clause 3.4 are considered reasonable by the Parties, and necessary for the protection of the legitimate interests of the Customer but if any restriction is found by any applicable court or Authority to be void or unenforceable but would be valid and enforceable if some part thereof was deleted, the restriction shall apply with such modification as may be necessary to make it valid and enforceable.
- (d) Each of the restrictions in this Clause 3.4 shall be construed as a separate and independent restriction and if one or more of the restrictions is found to be void or unenforceable, the validity of the remaining restrictions shall not be affected.

4.1 GENERAL TERMS OF ORDER AND SUPPLY OF PRODUCTS

- (1) All the Products purchased by the dealer shall be purchased solely for commercial sales and services.
- (2) The dealer shall not and shall not consent or assist any third party to modify any Products or any parts thereof without prior written consent from the Company.

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- (3) The Company reserves the right in its absolute discretion to modify the Products or to cease supplying any Products as required by Applicable Laws or due to reasons in relation to industry standards or other technical or reasonable reasons, and the Company shall notify the dealer of the aforesaid circumstance at a time reasonable to both Parties.

4.2 Order and acceptance

- (a) Each order submitted by the dealer to the company must be confirmed in advance with the company's email about the inventory and production cycle, and the company will be binding only after the company accepts it in writing.
- (b) Each order requires a full payment, which is irrevocable and cannot be returned.
- (c) Acceptance after the products arrive, if there is any problem, the dealer needs to take pictures, provide the rack number and report within 24-48 hours.

4.3 Market price

- (a) The market price of the product is uniformly regulated by the company.
- (b) Dealers are not allowed to change the market price. All regions should only sell in Canada at the same price.
- b) We encourage dealers to enhance their sales through their own social platforms, interactive displays, demo content, and gifts, all of which are focused on creating an immersive experience that highlights innovation and new technologies and equipment through practical skills and ideas to increase farmers 'yields and profits.

4.4 Price Change

The Company has the absolute right to change or apply discounts to the Market Price. The Company shall give written notice to the dealers of any such changes or discounts before them taking effect. Such changed and/or discounted

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Purchase Price does not apply to Orders Accepted by the Company prior to the dealer receiving notices of such changed and/or discounted Purchase Price.

4.6 Payment

- (a) Upon acceptance of an Order, the Company will submit to the dealer the formal invoice for such Accepted Order. The dealer shall pay for the amount due as indicated on such invoice within seven (7) days after its receipt of that invoice. The Company is not liable to deliver the Products set out in the relevant Order prior to receipt of payment from the dealer.

- (b) All payments made by the Dealer to the Company shall be made by 100% Canadian dollars to the bank account of the Company stated or as the Company may notify in writing to the dealer at the relevant time.

- (c) The Dealer shall not be entitled to withhold or deduct any amount from any due payment by reasons including set-off or counterclaim or whatsoever.

4.7 Delivery: ownership and risk of loss

- (a) The Dealer shall at its own cost arrange the transportation and insurance for the Products to his clients.

- (b) The Company is not responsible for any damages for delays of Delivery caused by the limitation of the production capacity of the Company or the freight ability of the relevant carrier, a third party, or a Force Majeure Event.

4.8 Inspection and acceptance

- (a) Promptly upon the receipt of Products, the Dealer shall examine the Products to determine whether any items included in the shipment or air freight are in short supply, defective or damaged.

- (b) Within three (3) days of receipt of the Products, the Dealer shall notify the Company in writing of any shortages, defects, or damages which the Dealer claims existed at the time of delivery.

- (c) Within seven (7) days of the receipt of such notice, the Company will investigate the claim of shortages, defects or damage, inform the Dealer of its finding and deliver to the Dealer Products to replace any which the Company determines, in its sole discretion, were in short supply, defective or damaged at the time of delivery.

4.9 Rejection and request for return

The Dealer shall place Orders based on its full assessment of the market.

Unless otherwise agreed by the Parties, the Dealer shall not reject or request for return of any Products Delivered (individual set or entire Purchase Order).

5.1 GENERAL OBLIGATIONS OF Dealer

In addition to such provided in this Agreement, the Dealer shall, at its own costs:

- (a) use its best endeavor to advertise, promote (including producing sufficient catalogs and brochures and leaflets for the distribution of the Products) and extend the distribution and sale of the Products throughout the Territory and be entitled, subject to any restrictions in this Agreement, to promote the Products in such manner as it may deem appropriate;
- (b) use its best endeavor to advertise, promote and distribute the Products primarily in the Territory;
- (c) make clear, in all dealings with the Customers and prospective customers, that it is acting as a Dealer of the Products and not as an agent of the Company;
- (d) make sure to sell Products to such persons that have the necessary understanding and knowledge of the proper use of the Products, including the Applicable Laws.
- (e) at all times maintain to the satisfaction of the Company competent to deal with the promotion, distribution, sale, and service of the Products in the

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Territory, including an adequate and suitably trained sales force and technical personnel, suitable office facilities, and suitable warehousing facilities within the Territory to ensure proper storage of the Products;

- (f) deal promptly with any complaints, claims, or actions relating to the Products. In the case of allegedly defective Products, the Dealer shall arrange a repair, a replacement for such Products all by itself and keep the Company fully informed of any such complaints, claims or actions;

- (g) inform the Customer of the Warranty Period of main parts as in Schedule F;

- (h) ensure that there are sufficient stocks and its orders for the Products remain sufficient to satisfy the needs of the Customers in the Territory;

- (i) use its best endeavor to keep the Company advised and informed regularly, and as the need arises, of the sales, distribution, marketing, and promotional activities of any companies manufacturing, distributing, or promoting any products which compete or may compete with the Products and also of any significant information which is likely to be of benefit to the Company in the marketing of the Products and any event affecting or likely to affect the sale or servicing of the Products in the Territory, including the information in connection with any offers of the Products to the dealer or any third party other than from the Company and/or the Affiliates;

- (j) comply with the marketing strategy of the Company and the Company Policies;

- (k) designate its employees to attend the Product Training organized by the Company. The Dealer shall only arrange its employees who have completed the Product Training to carry out a demonstration of the Products to the Customers;

5.2 Resale

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- (a) Dealer does not have the right to determine the market price of the product (but the service price can be determined by itself), and the Canadian market implements a uniform sales price.

Without restricting the above regulations, the Dealer shall give due consideration to the recommended selling price for the company's products.

- (b) Dealer collects taxes from customers in various regions in accordance with applicable laws.
- (c) Every product ordered by the dealer from the company, including the accessories, documents, and packaging clearly marked as a component of the product, shall be sold as a set, and shall not be sold separately unless the dealer agrees to the company in writing.
- (d) Provide customers with integrated solutions that may include or involve product sales.

5.3 Advertising and promotion

- (a) The Dealer shall be entitled to advertise and hold itself out as an authorized dealer of the Products and may use the Trademarks in all advertisements and other activities conducted by the Dealer to promote the sale of the Products in accordance with this Agreement.
- (b) it ensures that there are suitably trained persons available by phone/electronic communication to provide the Customers the best Services.
- (c) it has no less than a certain number of stores in the Territory that have been used to distribute the Products; and
- (d) it ensures that its sales are subject to the same terms and conditions under this Agreement applicable to regular distribution, including ensuring to sell the Products to such persons that have the necessary understanding and knowledge of the proper use of the Products and the Applicable Laws.

5.4 Exceptions for resale

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The Dealer shall not, directly or indirectly engage in any of the following acts:

- (a) unless otherwise provided in this Agreement, advertise, or solicit orders, establish branches or maintain distribution depots for the Products in any location outside the Territory;
- (b) market or sell the Products to the terrorists or persons suspected to be involved or with the intention in terrorism activities or activities of a similar nature;
- (c) market or sell the Products to the person who has damaged, or is reasonably deemed to potentially damage the Intellectual Property rights of the Company or the Affiliates or to the Products, and such person may be:
- (d) notified by the Company to the dealer in writing from time to time;
- (e) engage in any conduct that may be detrimental to the credit, reputation, goodwill, Intellectual Property or other lawful rights of the Company or the Affiliates or to the Products;
- (f) without the prior written consent of the Company, pledge the Company's credit or give any condition or warranty or make any representation on the Company's behalf or commit the Company to any contracts, make any statements, promises or guarantees with reference to the Products beyond these contained in the promotional material supplied by the Company or otherwise incur any liability on behalf of the Company, the Affiliates or their employees;

6.1 Termination for any reason

If the Company reasonably decides and notifies the Dealer in writing any of the following circumstances and requires the Dealer to terminate such work.

- (a) the Dealer is involved in any malicious competition activities or potentially malicious competition activities with, the Products, the Company, and/or the Affiliates;
- (b) the Dealer is involved in any infringement or potential infringement of Intellectual Property rights of the Company, the Affiliates, or to the Products;

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(c) the Dealer has committed a material breach of the Agreement and failed to remedy such breach within ten (10) days after being notified by the dealer or the Company; or

(d) the Dealer has violated the Company Policies or integral market strategy of the Company, the Company has notified the Dealer in writing requiring the dealer to rectify the aforesaid breach within ten (10) days, and the Dealer fails to rectify within the aforesaid period

6.4 INDEMNITY

The Dealer agrees to indemnify the Company and to hold it harmless from and against any loss whatsoever arising out of the performance of the Agreement.

7.1 ADVERTISEMENT AND PROMOTION

The Company shall publish the name, address, and other contact information of the Dealer on its company website and ensure the accuracy of such information, and shall update as requested by the Dealer upon written notice if changes of such information occur.

7.2 The Company shall:

use its best endeavors to answer as soon as practicable any technical inquiries concerning the Products which are made by the Dealer and provide technical assistance to the dealer for the purpose of performing this Agreement.

7.3 LIMITATION

In no event shall the Company be liable for indirect, consequential or incidental Losses (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use of, or inability to use, the Product and/or the performance of this Agreement.

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8. After-sales service policy

8.1 Upon receiving the requests from the customer, the Dealer shall provide repair services within the time requested by the Company indicated in the After-Sales Dealer Policy or according to Applicable Laws whichever is shorter.

8.2 The Company is solely responsible for all the costs relevant to the repair under warranty. Mis-operation caused by improper use of customers is not covered by the warranty.

8.3 Dealers shall deal with complaints, claims, or lawsuits filed by customers in a timely manner. Dealers shall compensate the company for any expenses or losses incurred by the company as a result of the customer's lack of services.

9. Term, modification, and termination of the agreement

9.1 Time limit

(a) This agreement shall be effective on the effective date.

(b) If either party wishes to extend this agreement, it shall notify the other party in writing at least thirty (30) days before the end of the period. Both parties shall negotiate and reach an agreement on the terms and conditions of any extension of this agreement. Unless the parties agree otherwise in writing during the above-mentioned negotiations, this agreement will be terminated at the end of the term.

9.2 Amendment

(a) If the company wants to modify the terms of this agreement ("modification"), the dealer shall confirm receipt of the revision notice ("confirmation") within the time limit (15 days) specified in the revision notice.

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- (b) If the dealer has any objections or comments to such amendments, he must send a written consultation request to the company within 15 days from the date of the amendment notice.
- (c) Any failure to make confirmation or negotiation request will be deemed that the dealer agrees to the amendments.
- (d) If the dealer wants to make any amendments to any clause of the agreement, he must submit a written amendment request to the company. The company reserves the right to accept or reject such requests at its sole discretion.

9.3 Termination of the agreement

- (a) Either party terminates, any party can terminate this agreement by written notice and it will take effect immediately
- (b) If the other party seriously violates any of the provisions of this agreement and (if such breach can be remedied) fails to correct the breach within thirty (30) days after the party receives the notice of the breach.
- (c) If a force majeure event occurs;
- (d) If the control of the other party changes; or
- (e) If the other party violates the mandatory provisions of applicable laws.
- (f) if the Dealer engages in any conduct which the Company reasonably believes may be substantially prejudicial to its business or the sale or marketing of the Products;
- (g) in the event that the Dealer and the Company agree on any Minimum Targets if the Dealer fails in any two consecutive Target Periods to meet the Minimum Targets for each of such two Target Periods.

9.4 Consequences of termination

- (1) The dealer will immediately stop representing itself as the designated dealer of the company's DJI AG products in the area and will delete all such references

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and any references to DJI trademarks from its stationery, promotional materials, and nameplates.

- (2) The dealer shall immediately stop advertising or promotion of the DJI product, or stop using the DJI trademark and any other intellectual property rights owned by the DJI and company, except for the purpose of selling any remaining inventory of the products purchased before the termination of this agreement company;
- (iv) The Dealer should stop using it and immediately return it to the company or dispose of it in other ways, because the company may instruct the dealer to send advertising materials, promotional materials, documents or documents related to the company's business (except for communications between the two parties))

10.1 Compliance with laws and regulations

- (a) The Dealer shall and undertake to comply with all Applicable Laws for its performance of this Agreement.
- (b) The Dealer undertakes to the Company that it has informed the Company of all relevant Applicable Laws with respect to each Order and it shall use its best endeavors to give the Company as much advance notice as reasonably possible of any prospective changes in the Applicable Laws.

11.1 Entire Agreement

- (a) This agreement contains all the understandings of both parties, and there is no commitment, agreement or understanding between the two parties except for the content clearly stipulated here. Unless signed by both parties in writing, this agreement shall not be altered, waived, modified or amended.
- (b) The company has the right to decide on its own to publish product announcements and management rules to regulate and motivate all its dealers. Once the dealer accepts it, it will automatically form an integral part of this agreement and be legally binding between the two parties.

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11.2 Relations between the parties

- (a) Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the Parties nor, except as expressly provided, shall it constitute, or be deemed to constitute, one Party the agent of the other Party for any purpose.
- (b) Subject to any express provisions to the contrary in this Agreement, the Dealer shall have no right or authority to and shall not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the Company or bind the Company in any way.
- (c) Any provision in this Agreement regarding technical assistance to be provided by the Company or Services is only for the purpose of ensuring the quality of Services so as to safeguard the goodwill of the DJI. The Dealer shall undertake all commercial and legal obligations regarding Services on its own. No provisions shall be construed as the Company's intention to assume or exempt such obligations of the Dealer.