

SALES AGREEMENT

PBD 17122/003

Taipei, Taiwan, R.O.C

Date: Dec. 07, 2017

This Sales Agreement, hereinafter referred to as "Agreement", made by and between:

7Starlake Co., Ltd, with its principal office at 2F., No.190, Sec. 2, Zhongxing Rd., Xindian Dist., New Taipei City 23146, Taiwan (R.O.C.), in the person of Lisa Wei, Chairman, hereinafter referred to as "Seller",

and

Scientific Industrial Enterprise "Rubin", with its registered office at 2, Baydukov str., Penza, 440000, Russian Federation, in the person of Viktor S. Beziaev, Chairman, hereinafter referred to as "Buyer",

constitutes Agreement of the parties as follows:

1. SUBJECT: Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the products, hereinafter referred as "Products", in quantities and at prices, shown below. The description of the items is given in accordance to the price quotation issued by Seller and valid till **Dec. 31, 2018**, the prices do not include VAT.

| NN | Item description | Quantity | Price, USD | Amount, USD |
|----|---|----------|------------|--------------|
| | Project item | | | |
| 1. | Main unit: X500 Extreme w/ IND CON | 50 | 5,372.69 | 268,634.50 |
| | Option: -20C, Russian Rubber Backlight KYB | | | |
| | Option: NO TPM, NO 3G, NO GPS, NO WEB CAM | | | |
| | Option: NO Touch Screen | | | |
| | Option: No WiFi, No BT | | | |
| | Option: IND CON for cable end AK Kit | | | |
| | Option: 500GB HDD | | | |
| 2 | Main unit: X500 Extreme w/ IND CON | 76 | 5,372.69 | 408,324.44 |
| | Option: -20C, Russian Rubber Backlight KYB | | | |
| | Option: NO TPM, NO 3G, NO GPS, NO WEB CAM | | | |
| | Option: NO Touch Screen | | | |
| | Option: No WiFi, No BT | | | |
| | Option: IND CON for cable end AK Kit | | | |
| | Option: 256GB SSD | | | |
| 3 | Main unit: X500 Odyssey | 107 | 5,520.86 | \$590,732.02 |
| | Option: -20C, No Keyboard | | | |
| | Option: NO TPM, NO 3G, NO GPS, NO WEB CAM | | | |
| | Option: NO Screen | | | |
| | Option : No WiFi, No BT | | | |

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| | | | | |
|---|---|-----|-----|----------------|
| | Option: IND CON for cable end AK Kit | | | |
| | Option: 256GB SSD | | | |
| 4 | 11-16V, 22-32V DC Vehicle Adapter With IND CON | 185 | 100 | \$18,500.00 |
| | | | | |
| | TOTAL AMOUNT: | | | \$1,286,190.96 |

The total sales amount of Agreement, hereinafter referred as "Total Amount", is USD \$1,286,190.96 (One Million Two Hundred Eighty Six Thousand and One Hundred Ninety dollars and Ninety Six cents) only.

A Purchase Order Confirmation, hereinafter referred to as "Proforma-Invoice", shall be issued by Seller on Products as a final document that, being signed by Buyer, will put Agreement into force.

2. PAYMENT TERMS: 100% prepayment should be settled within 15 (Fifteen) working days after Proforma-Invoice is countersigned by Buyer. Should Buyer delay either of the payments, Seller has the right to postpone the delivery date proportionally to the number of the payment delay days.

3. DELIVERY TERMS: Products shall be shipped in a single shipment under EX-WORKS (2010 IncoTerm) HONG KONG delivery terms.

4. DELIVERY DATE: Delivery date shall be in 14 (Fourteen) weeks after the week of Payment paid in full and Proforma Invoice countersigning by Buyer. Products, together with complete set of shipping documents (invoice, packing list), shall be passed to a forwarder advised by Buyer, on the delivery date. Should Seller be late in delivering Products, given that late delivery is not caused by Buyer or Buyer's forwarder or force majeure, starting from the 15th (Fifteenth) calendar day of delay, a 0.2 percent penalty of Total Amount shall be imposed on Seller per each day of delay.

5. PACKING: Products shall be stacked on pallets only. No single cartons shall be accepted to avoid risk of loss.

6. QUALITY AND QUANTITY: Seller shall perform hardware and software outbound quality control routines on the total quantity of Products. Buyer, in its turn, shall perform entry quality control routines on the total quantity of Products.

7. DURATION OF AGREEMENT: According to the Clause 1, Agreement enters into force from the moment of Proforma-Invoice countersigning by Buyer and lasts till both parties fulfill its obligations under Agreement.

8. TERMINATION OF AGREEMENT: Except the legal rights provided by the law, neither of the parties shall have the right to terminate Agreement until the parties' obligations under Agreement are fully fulfilled.

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9. FORCE MAJEURE: If any of the two parties fails to perform its obligations under Agreement due to any Force Majeure event, it shall inform the other party by written notice within 2 (two) days since occurrence of the event, and shall submit the written certification issued by relevant authority within 15 days after ending of the event, in which way the party may be exempted from the liabilities in terms of impact of the Force Majeure event. If the Force Majeure event occurs after the delayed implementation, the defaulting party shall not be exempted from the liabilities.

10. DISPUTE RESOLUTION: All disputes arising from signature and fulfillment of Agreement shall be dealt with through consultation; if no agreement is reached after consultation, any party may submit for arbitration to The Hong Kong International Arbitration Centre (HKIAC), in English language, under the Arbitration Rules in effect at the time the claim is filed. The related cost shall be born by the failing party. The decision of the HKIAC shall be final, not subject to appeal and binding on both parties.

11. Agreement is prepared in duplicate, each party holding one with the same legal effect.

SELLER:

7Starlake Co., Ltd
2F., No.190, Sec. 2, Zhongxing Rd., Xindian Dist.,
New Taipei City 23146, Taiwan (R.O.C.)

Tel. +886-2-7744-7738
Fax +886-2-8911-2324



Lisa Wei
Chairman

BUYER:

Scientific Industrial Enterprise "Rubin"
2, Baydukov str., Penza, 440000,
Russian Federation

Tel. +7-8412-49-61-04
Fax +7-8412-49-64-94



Viktor S. Beziaev
Chairman

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