

AUSTRALIAN AUTHORISED DISTRIBUTOR

CONTRACT EXTRACT

RIGOL DISTRIBUTOR AGREEMENT

AGREEMENT NO. RAS001

THIS RIGOL DISTRIBUTOR AGREEMENT ("Agreement") is entered into as of 17th September 2008 (the "Effective Date"), between RIGOL Technologies ("RIGOL"), and Emona Instruments Pty Ltd., ("Distributor").

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties hereto agree as follows:

1. DEFINITIONS

- a) "Customer(s)" means customers who purchase RIGOL Products from Distributor, for use by Customer or its affiliates and not for re-sale.
- b) "Delivery" means the date when RIGOL places the Product(s) at the Distributor's or Distributor's representative's disposal at the address specified in a purchase order for the Products being delivered.
- c) "Product(s)" means any hardware sold or software licensed under this Agreement that are listed on Exhibit A, as described in Section 2 below.
- d) "Specifications" means information about Products that is published by RIGOL in effect on the date that RIGOL ships Distributor's order for such Products.

2. APPOINTMENT

- a) RIGOL hereby appoints Distributor as an authorized, exclusive distributor of Products within Australia, as further described in Section 2b) below. The nature and scope of Distributor's authorization is detailed in this Agreement.
- b) The specific Products which Distributor is authorized to sell hereunder and the list price for each such Product are set forth in Exhibit A, attached hereto and incorporated herein by reference. Distributor may not advertise to sell Products at a price less than the list price established by RIGOL for each such Product in Exhibit A. RIGOL has the right to modify and replace Exhibit A from time to time, by giving not less than 60 days notice to Distributor. Thus, Exhibit A shall be the most recent Exhibit A delivered to Distributor by RIGOL, and all references in this Agreement to Products and list prices shall refer to those Products and list prices listed on the most recently substituted Exhibit A, each of which shall be binding and effective 60 days after delivery of that Exhibit A to Distributor.
- c) Distributor accepts appointment subject to the terms set forth in this Agreement.