



Distribution Agreement between

LABOMATIC Instruments AG, a Swiss Corporation with its principal place of business at Allschwil, Switzerland

(hereinafter called "*LABOMATIC*"),

and

Beijing AnWeiAn Lab Equipments Co. Ltd, Mr. Maohua Bian, RM. 4029, Yunhang Building, No. 9 Kunminghu Nanlu, Haidian, a company with its principle place of business in **CN 100195 Beijing**

(hereinafter called "*Distributor*"),

Witnesses:

Whereas *LABOMATIC* is manufacturer of chromatography instruments and of repair and replacement parts (hereinafter called "the Products") ; and

Whereas *LABOMATIC* is willing to extend its sales activities in appointing distributors; and
Whereas *Distributor* is willing to collaborate with *LABOMATIC* as distributor for the Products,

Now therefore, in consideration of the promises, covenants and conditions herein contained, *LABOMATIC* and *Distributor* agree as follows:

1.

LABOMATIC grants to *Distributor* sales, marketing and distribution rights for the Products in the sales territory, as determined in addendum (1), (hereinafter called "Sales Territory").

2.

Distributor agrees to make all sales in accordance with this agreement and to work and develop to the satisfaction of *LABOMATIC* in the Sales Territory at its own expense, in particular through advertisements in the appropriate publications, mailings, and participation to the important exhibitions, congresses and conferences. *Distributor* reports to *LABOMATIC* regularly at least every six months on its respective activities. *Distributor* further agrees not to sell any Products outside the Sales Territory.

Distributor agrees not to sell, market nor distribute any preparative HPLC equipment, MPLC equipment, or LSLC equipment other than the Products of *LABOMATIC*, except with prior written consent of *LABOMATIC*.

17.

This agreement constitutes a personal contract and *Distributor* shall not transfer or assign same or any part thereof without *LABOMATIC's* written consent.

18.

This agreement is to be governed by and construed according to the material laws of Switzerland (the International Private Law Statute and any bi- and multilateral Treaties possibly applicable expressly excluded). Any provision herein which anyway contravenes the laws of any jurisdiction, in particular Regulation No. 1983/83 of the Commission of the European Community relating to exclusive sales agreements or a follow up Regulation, shall, with respect to such jurisdiction, be replaced with rules that are as much of equal meaning as possible.

19.

The enclosed addenda (1) is part of this agreement.

20.

Any disputes, controversies, or differences arising from or in relation to or in connection with this undertaking or transactions conducted under this undertaking, shall be settled in good faith and amiably out of court. Failing an amicable settlement, the parties submit themselves to the Jurisdiction of the courts in Arlesheim, Switzerland, exclusively.

21.

The undersigned signatories on *Distributor* and *LABOMATIC's* behalf warrant and affirm that they have the power to sign this agreement on behalf of their company, and that their signatures make the terms of this letter binding upon their company.

IN WITNESS WHEREOF the parties hereto have hereunto signed

the *Distributor*
Beijing AnWeiAn Lab Equipments Co., Ltd

LABOMATIC Instruments AG

Place, Date

Beijing 18.07.2012

Allschwil, _____

Sign

Bian Mashua [Signature]

Sign

[Signature]

Mr. C. Marchand, CEO

First and Last name, title