

Electron Microscopy Sciences

A Division of EMS Acquisition Corp.

1560 Industry Road • P.O. Box 550

Hatfield, PA 19440

☎: (215) 412-8400 Fax: (215) 412-8450 or 412-8451

✉: sgkeck@aol.com • Web: www.emsdiasum.com

EIN: 23-2529717

EXCLUSIVE DISTRIBUTORSHIP AGREEMENT

Between Electron Microscopy Sciences, 1560 Industry Road, Hatfield, Pennsylvania (hereinafter called manufacturer) and Hede Biotechnology Co., Ltd, 1-501 Room No. 34 Building, Nan Sha Tan. Chao Yang District, Beijing, China (hereinafter call distributor)

Whereby it is agreed as follows:

The distributor will represent the manufacturer in the country of China on an exclusive basis for all electron and light microscopy supplies, chemicals and equipment.

Places to be represented are hospitals, universities, research institutes, industrial labs or anywhere our line of products can be utilized.

OBLIGATIONS OF THE DISTRIBUTOR:

1. Appointment of a sales person responsible for the product line
2. Distribution of all manufacturer's sales literature
3. Local stock: this is not mandatory, but it is highly recommended if desired by the distributor.
4. Reporting: keeping the manufacturer advised of all that is going on in the territory and what the competition is doing.
5. Competition: the distributor allows absolutely no purchasing from any of the manufacturers competitors. The distributor shall neither construct or reproduce any of the manufacturer's products, nor allow the said products to be constructed or reproduced by others.
6. Trademarks/Corporate Identity: the distributor shall preserve the manufacturers identity in any promotion or advertising activities. Important parts of the manufacturers identity are as follows: name, design, color. Any promotion or advertising by the distributor shall be verified first by the manufacturer.
7. Annual sales and Promotional Activities: the distributor shall carry out annual sales and promotional planning and upon request the manufacturer shall provide.

OBLICATIONS OF THE MANUFACTURER:

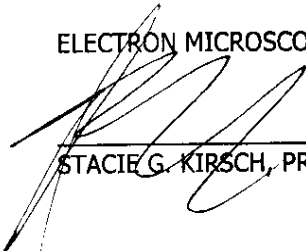
1. The manufacturer shall supply the distributor with all available literature, catalogues, brochures, etc. in reasonable quantities (the price for over and above will be discussed when the need arises).
2. Technical Assistance: the manufacturer as requested shall provide technical information to the distributor.
3. Reimbursement: see attachment A, called "agent price list"
4. Payment terms: In advance
5. Delivery: Delivery time will occur within five working days after receipt of dispatch
6. Seminars, Workshops, Exhibitions: The manufacturer shall support the distributors local seminars, workshops, exhibitions, etc.
7. The manufacturer shall not deal with any third party or any other distributors related to the territory and market sector as defined in this agreement.

OTHER ARRANGEMENTS:

1. Commencement: This agreement shall commence upon the signing of both parties and shall be valid for a period of two years from the date of such signing. Thereafter, the agreement shall be reviewed by both parties on a yearly basis and automatically renewed for an additional year unless terminated by one of the parties by written notice three months in advance.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED ON THE 18TH DAY OF APRIL 2006.

ELECTRON MICROSCOPY SCIENCES



STACIE G. KIRSCH, PRESIDENT

HEDE BIOTECHNOLOGY CO., LTD



MISS YANG, PRODUCT MANAGER