**AUTHORIZATION ON PRODUCTS DISTRIBUTION**

Party A  (Manufacturer ):

Party B ( Distributor ) :

On the basis of the principal of equality and mutual benefit, through friendly consultation, whereas Party A agrees to entrust Party B to sell the products of Party A in the appointed areas, now this presents witness that is hereby agreed between the parties hereto as follows.

Both parties hereto shall ensure their legal positions of corporate organizations and the qualification to sell the products as specified in this Contract. Both parties shall exchange the duplicated documentations of relevant certificates such as business license and tax registration certificate.

Distribution Area

1. The distribution area authorized by Party A to Party B is Austria;

2.

Party B agrees to be the agent in the area mentioned above and undertake all the obligations under this Contract.

3.Party A shall provide energy resources electricity power saving / conservation technology products and Party B shall be responsible for the promotion and sales of the products:

a)

The products supplied by Party A shall be suitable for the sales in Austria and shall be confirmed by both parties hereto in written form;

b) Party A shall be responsible for the training of the personnel of Party B for the use of the products supplied by Party A;

c) Party A shall export the products to WT or other ports appointed by it within the scope as specified in this contract;

d)Party A shall supply to the marketable resources electricity power saving / conservation technology products with high quality as specified by Party B;

e) ）The products to be manufactured under this contract shall be specifically branded as being produced for the exclusive distribution by Party B in Austria;

f) Party A shall have the exclusive rights to produce and supply the products under this contract to Party B and Party B shall have the exclusive right to receive the products made by Party A under this contract. Party A shall not transact any business with any other Austrian Company, firm or individual with respect to products covered by this Contract and shall give Party B the rights of the first refusal with respect to other products contemplated for the Austrian market and Party B shall not transact business with any other Chinese company, firm or individual with respect to the products covered by this contract and shall give Party A the right of the first refusal with respect to the production of other products from China.

g) Party B shall use its name to do the following under this contract:

h) i)

Register the products with the relevant authorities in Austria;

（ii）

Market the products in Austria

Products Involved in Cooperation

Term, Purchase Task of First Phase, Annual Sales Task and Rewarding

1、

This contract shall be valid and in operation for a period of five (5) years, commencing on \_\_\_and terminated on \_\_\_.

2、

Purchase Task of First Phase: within ninety (90) days upon and from the date on which this contract is signed, Party B shall purchase from Party A the products of 100 thousand USD.

3、

After the expiration of the validity of this contract, Party B may submit application for renewal by a 30 (thirty) days Prior notice. Where Party B complete the annual sales task as specified in this contract on schedule, Party B shall have the preemptive right to renew this contract at the same condition for the distribution of the products in the area as specified in this contract.

4、Refer to appendix for the sales task and rewarding in detail.

Purchase of Products and Payment

1.

Upon the date on which this contract is signed, Party B shall pay to Party A 20 thousand USD as contract guarantee fund; Party B shall complete the purchase task of first phase (100 thousand USD) within ninety (90) days upon and from the date on which both parties set the hands and seals on this contract. Within half year, Party B shall complete the accumulative task of \_\_\_ ten thousand USD; within one year, Party B shall complete the accumulative annual task of \_\_\_ ten thousand USD.

2.

Within ninety (90) days upon and from the date on which this contract becomes effective, Party B shall purchase from Party A the products of at least 100 thousand USD. At that time, the contract guarantee fund of ten thousand USD shall be converted into advance payment, and the lacking part according to article nine shall be subject to article nine.

3. The remaining contract guarantee fund of ten thousand USD shall be converted as the advance payment of the second transaction.

4.

Party B shall send the written order to Party A, and the order shall be signed by the legal representative of Party B and stamped by common seal. Upon the receipt of the order, Party A shall confirm whether the order is valid. Where the order is valid, each order and letter of confirmation shall be an independent and valid sales contract. The payment mode and delivery clauses as specified in this contract may be deemed as the valid addition of the independent contract.

5.

After the written order of Party B is confirmed by Party A, within three (3) days upon and from the receipt of the letter of confirmation from Party A, Party B shall pay to Party A 30% of the total payment for goods as advance payment; within three (3) days before the delivery of the goods by Party A, Party B shall pay the remaining 70% to Party A. The payment date shall be the date on which the payment arrives at the A/C of Party A.

6.All transactions shall be conducted by USD.

Quality of Products

（1）

According to the standard of the People's Republic of China (the specific standard of enterprises or issued by the Department or the People's Republic of China)

（2）

Where Party B require that the quality of the products is higher than as specified in (1), Party B shall submit to Party A the written application before the production.

（3）

Within the period of validity of this contract, the quantity, measurement, freight shortage and computation of the products of each lot shall be specified otherwise.

Delivery and Shipment

1.

For each order confirmed by Party A, Party A shall deliver the goods within three (3) working days upon and from the receipt of all the payment from Party B.

2.

Except Party A fails to deliver the goods on schedule or Party B fails to make the payment for the force majeure (unpredictable, unavoidable and insurmountable).

3.

Party B may come to the site appointed by Party A for goods and also may entrust Party A to handle the air transportation and express delivery on behalf. Party A shall bear the expenses of freight charges and insurance expenses (for example, railway and road transportation). Where Party B requires special transportation mode (for example, air transportation and express delivery), Party B shall provide letter of authority and bear the freight charges and insurance expenses. After

the delivery of goods by Party A, Party A shall send the bill of goods and invoice to Party B.

4.

When taking delivery of the goods, Party B shall make unpacking inspection on the site. Where any shortage, damages or loss is found, Party B shall notify Party A in written form in the same day. Relevant carrier shall issue the certificate of loss or damage, and the event shall be settled through friendly consultation by both parties hereto.

5. Date of Delivery: specified otherwise according to the specific condition of each cooperation during cooperation period

6.

Site of Delivery: specified otherwise according to the specific condition of each cooperation during cooperation period

7.

Transportation Mode: specified otherwise according to the specific condition of each cooperation during cooperation period

8.

. Insurance: \_\_\_\_\_\_\_\_ (Specified according to the specific condition)

Warranty

Where any quality problem is found, Party B may apply for maintenance or replacement from Party A.

Replacement and Rejection of Goods

1 Warranty (Replacement) Period

For the sold products formally filed by Party A (subject to the "Party Registration" sent by the distributor), from the date on which the products is sold, Party A shall provide free maintenance service of two (2) years and whole-life maintenance with compensation.

2 Warranty (Replacement) Policy

Within the warranty period as specified by Party A, on the premise of proper installation, use and maintenance according to the specification of the instruction of products, where the malfunction of the products is caused by the quality themselves, Party A shall provide free replacement or free maintenance service.

3

For the following products with quality problem meeting the regulations of warranty (replacement) principal, Party A shall only provide reworking service (without replacement):

1) Large power (unconventional) products specially produced for users.

2) The products with quality problem that may be recovered three months later since installation.

3)

The products with quality problem that may be recovered within three months since installation but with the approval of the users for reworking.

Price Adjustment and Benefit Assurance

To fully ensure the benefit of the distributors, where Party A makes the price adjustment, Party A shall strictly abide by the following promise:

1、

Within seven (7) working days before the formal adjustment of the price system, Party A shall notify the distribution of the relevant adjustment price information.

2、

Party A shall not be responsible for the price difference compensation for the purchase activity occurred before the price adjustment.

Other Rights and Obligations

Rights of Party A

1.1

Party A shall have the right to direct Party B to execute the marketing plan designed by Party A;

1.2

Party A shall have the right to examine the specific distribution area and the lowest market price of the distributed products.

1.3 Party A shall have the right to examine and standardize the advertisement activity of Party B;

2、 Obligations of Party A

2.1

After Party B completes the purchase task of the first phase, Party A shall issue the agent license and certificate to maintain the legal right of Party B as distributor.

2.2

Party A shall provide to Party B the marketing, technology and advertising data and relevant production certificate required for the sales of the products.

2.3

When Party B conducts the marketing exploitation and sales of the products in the area as specified in the article two of this contract, Party A shall provide necessary relevant supporting services such as market guidance, technical support and training support for Party B.

2.4

Party A shall supply the well-packed qualified products to Party B on schedule by quality and quantity.

2.5

Party A shall render assistance to Party B to make goods consignment and replacement.

2.6

Party A shall take effective measure to adjust and standardize the market order.

2.7

Party A shall not disclose the commercial secrete to any other third party.

3、 Rights of Party B

3.1

Party B shall have the right to enjoy the distribution right of the specified products in the area as specified in Article two of this contract.

3.2

Party B shall have the right to enjoy all the rights as specified in the rewarding clause according to the 2004 Marketing Plan of GUANGZHOU OA TECHNOLOGY COMPANY LIMITED.

4、Obligations of Party B

4.1

Party B shall provide the legal and valid business license to Party A and strictly abide by the industry standard and relevant laws and regulations of the country, and operate under the laws.

4.2

Party B shall maintain the image and reputation of Party A and its products. With the guidance of Party A, Party B shall make good settlement of the complaint and relevant service application of the final users in the distribution area, and render good coordination to relevant department for supervision and inspection.

4.3

Party B shall strictly abide by the relevant regulations with respect to the market order maintenance and binding on the activity of the distributors as specified in the 2004 Marketing Plan of GUANGZHOU OA TECHNOLOGY COMPANY LIMITED.

4.4

Party B shall not produce, counterfeit the products of Party A; Party B shall render assistance to protect the intellectual property such as patent and trademark of Party A. Party B shall not disclose the commercial secrete to any other third party.

4.5

Party B shall install special communication equipment to maintain a good contact with Party A and feed back various marketing information on time.

4.6

Party B shall submit all the advertising data involving Party A to Party A for examination and approval; and the advertising data shall only be issued with the approval of Party A.

4.7

Party B shall abide by the annual marketing plan, client service plan and render active assistance to Party A to organize various activities.

4.8 Party B shall not transact business or other civil deeds with any other third person or party in the name of Party A. Party A shall not bear any legal responsibility for the economic or civil dispute between Party B and any other third person or party.

Modification and Termination of Contract

1.

The modification of this contract shall be agreed by both parties to this contract. The modification shall be formed into written form (Contract Modification Agreement) and signed and approved by both parties.

2.

Where the following events occur, the parties concerned shall notify the other party of the relevant matter. Where, within thirty (30) days (except the contract specified in particular) after the receipt of the notice, the other party fails to measures to correct, remedy or eliminate these events, the parties concerned may terminate this contract with written notice. Within the thirty (30) days mentioned above, both parties shall continuously execute the obligations under this contract.

2.1

Either Party to this contract violates the regulations as specified in the contract and relevant appendixes.

2.2

Either Party hereto is in bankruptcy or in the liquidation procedure (mandatory or voluntariness).

2.3

Either Party hereto can not implement the main obligations under this contract for force majeure;

2.4 Either Party attacks the image or reputation of the other party in public and through media or its own public image is damaged severely.

3.

This contract may be terminated with the written consents of both parties.

4.

Party B fails to complete Purchase Task of First Phase, the contract shall be deemed as invalid.

Confidentiality

The parties hereto undertake one to the other to keep confidential at all times during the continuance of this agreement all information acquired by them in connection with the activities of the other party and which may reasonably be regarded as private, secret, confidential in nature and (except in proper performance to their obligation herein under) not to divulge the same to any person, firm or company

Liabilities for Breach

Both Parties shall implement the obligations as specified in this contract. Where either Party violates the regulations under this contract, it shall pay RMB \_\_\_\_\_\_ to the other party and shall bear all the economic losses caused thereof.

Force Majeure

Where either Party fails to implement this contract for the reason of force majeure, it shall notify the other party immediately within \_\_\_ days after the end of the force majeure to reduce the losses sustained by the other party, after the obtaining the certificate of the unexpected accident issued by the competent authorities, bear part or none of the liabilities for breach according to the conditions. According to the certificate, both parties determine to implement this contract in delay, in part or terminate this contract.

Dispute Resolution

All disputes, controversies, claims or differences arising between the parties hereto in connection with or relating to this Agreement or its validity, existence, termination or breach shall be settled through friendly consultation between both parties hereto. Where the disputes cannot be settled through friendly negotiations, it shall be referred to and finally settled by final and binding arbitration by Shenzhen Branch of China International Economic and Trade Arbitration Commission.

Miscellaneous

 1.

The penalty, compensations, storage expenses and various economic losses as specified in this contract shall be paid within \_\_\_ days after the confirmation of the responsibilities by the settlement method specified by the bank, otherwise it shall be deemed as arrear payment.

2. The penalty specified in this contract is deemed as the compensations for losses. Where both parties do not specify the computation method for the penalty or advance compensation amount, the compensation amount for losses shall be equal to the losses caused by the breach of the contract, including the benefit after the implementation of this contract, but not exceeding the predicted losses caused by the breach of this contract when the party in breach signs this contract.

3.

This contract shall become effective upon the date on which Party A pay the contract guarantee fund, the term of validity is \_\_ one year. During the term of validity of this contract, unless the other party consents or has other legal reason, either party shall not modify or terminate this contract. The parties hereto shall have the option to renew this agreement at the expiration of the initial five (5) years period on the same terms or on fresh mutually agreed terms as the parties hereto may decide.

4. Other affairs not included hereof shall be made into additional regulations through friendly consultation. The additional regulations shall have the same effects as this contract.

5.

The letters between both parties shall be sent to the address or fax as specified in this contract in \_\_\_ mode. Where the address, telephone and fax of either party are changed, the party shall notify the other party within \_\_\_ days after the change; otherwise it shall bear the corresponding responsibilities.