

DISTRIBUTOR AGREEMENT

SIMET Technology Corp. (hereinafter referred to as "SIMET") located at 1065.Cad. 1280.Sok. No:5/17-18 Ovecler-Ankara / Turkey, 06460 Turkey authorizesAFSHUD.Corp..... located at .No366,Baharshiraz.St.,Shariati.Ave.,Tehran,Iran..... (hereinafter referred to as "DISTRIBUTOR") as the distributor to perform responsibilities according to the terms and conditions defined below.

1. Appointment and Acceptance

SIMET hereby appoints DISTRIBUTOR for the sales of the products in the Territory, defined in Paragraph #2. DISTRIBUTOR accepts the appointment and agrees to sell/promote defined products in Paragraph #3.

2. Territory

DISTRIBUTOR 's territory shall consist of the Islamic.Republic.IRAN

3. Supplying Scope

The products from SIMET to be carried by DISTRIBUTOR are listed below ;

1. DRAYTEK CORP. Products
2. SYNOLOGY INC. Products

4. Quota Commitment

DISTRIBUTOR commits a quota of USD during 01-Jan-2013 to 31-Dec-2013. If DISTRIBUTOR reaches USD in the period, SIMET will consider Master Distributor Agreement with DISTRIBUTOR next year.

5. Price

SIMET shall furnish products to DISTRIBUTOR at SIMET 's Tier one distribution prices. All prices stated are Ex-Works SIMET, and are exclusive of any beyond factory charges, such as taxes, duties, freight, licensing, etc.

6. Payment and Terms

The payment should be wire transferred (T/T) to SIMET 's bank account base on T/T in advance.

SIMET 's bank information is :

S.W.I.F.T : TEBUTRIS226
IBAN : TR520003200000000011694954
TURKISH ECONOMY BANK, UMITKOY BRANCH, ANKARA - TURKEY
Account # : 11694954 (USD)
Beneficiary : SIMET Technology Corp.
Beneficiary Tel : +90.312.4728787

7. Shipment

All shipments will be made Ex-Work SIMET to DISTRIBUTOR 's shipping address indicated on the purchase order. SIMET shall ship products to DISTRIBUTOR via standard surface service, unless DISTRIBUTOR specifies to SIMET in writing the method of shipment and carrier to be used. Delivery will be deemed complete and risk of loss or damage to the products will pass to DISTRIBUTOR upon delivery to the carrier. In addition to any other charges due under this Agreement, DISTRIBUTOR agrees to pay all shipping costs hereunder.

8. Obligations of Distributor

DISTRIBUTOR.

11. Warranty

SIMET warrants to DISTRIBUTOR that the product will be free from defects in materials and workmanship and will conform substantially to the specifications agreed upon in this Agreement. This warranty is effective for twenty-four months after the date of the original shipment of the product to DISTRIBUTOR.

DISTRIBUTOR shall be entitled to return defective products and parts to SIMET; DISTRIBUTOR will bear the shipping charges and SIMET will bear the return charges. In the event DISTRIBUTOR returns defective products and parts to SIMET during warranty period, SIMET shall repair or replace them at free of charge, except products or parts thereof proved to be not defective. Products and parts that are out of warranty (including by abnormal use) shall be repaired or replaced with charge.

12. Terms and Termination

12.1 The effective period of this agreement is from 2012-May-30 to 2013-May-30.

SIMET and DISTRIBUTOR will review the sales quota upon its expiration.

12.2 This agreement may be terminated before its expiration by a written consent of both sides

12.3 SIMET shall have the right to terminate this agreement when the items below take place:

12.3.1 When DISTRIBUTOR fails to make payment in accordance with the payment terms, defined in Paragraph #6.

12.3.2 SIMET will terminate agreement immediately when DISTRIBUTOR makes a change in its major controlling ownership or principal management.

12.3.3 SIMET will terminate agreement immediately when DISTRIBUTOR violates the conditions defined in Paragraph #10.

13. Arbitration

If SIMET or DISTRIBUTOR commence arbitration, arbitration proceedings shall be carried out in both of countries as below:

13.1.1 Ankara, Turkey under the rules of the Commercial Arbitration Association of the Republic of Turkey.

IN WITNESS WHEREOF THIS AGREEMENT has been executed by the parties in duplicate. Each party shall retain one signed counterpart.

Simet Technology Corp.

.....AFSHUD Corp.

By:

By:

Sinan Bedir

Babak Atlasi Far

Title: CTO

Title: M.Director

Date: 01-Jan-2013

Date: 18-April-2013

