

Distribution Agreement

Between	CERMATE TECHNOLOGIES INC. 7F-1, No.168 Lien Cheng Rd., Chung Ho City, Taipei County, 235 Taiwan R.O.C.TEL:+882 2 22437000 / FAX:+886 2 22499933
Hereinafter referred to as "Cermate"	
And	OffPeak Technologies LLC 530 Stonewood Road York, PA 17402 USA Tel: +1 717-891- 0971

Hereinafter referred to as OffPeak

1.0 Territory

Cermate intends to market it's HMI products through independent distributors worldwide and would ,therefore, appoint OffPeak as the distributor for the sales territory of the USA.

2.0 Products

This agreement is valid for the sales of the full range of Human Machine Interface products offered by Cermate.

3.0 Relationship

Cermate and OffPeak will work as a team with the objective of selling as much product as possible to the markets in the territory.

3.1 Responsibilities OffPeak

- a) Acquisition of new customers in USA
- b) Local fairs, mailings, press releases, advertisements
- c) Full package of customer service (Ordering Processing; Technical Support...etc.)
- d) Provides the market information (Including competition price; market plan; end user price; market turnover information...etc)

3.2 Responsibilities Cermate

- a) Technical support by telephone, fax, e-mail...etc. and sending technical experts to OffPeak in case of technical problems, new drivers, training,if need.
- b) Sales support for the standard version products.
- c) Documentation support in English.
- d) Cermate will forward customers from this area to OffPeak for avoiding conflicts on the market.

4.0 Competitive Products

OffPeak shall concentrate all their efforts to sell and support the products, and shall not represent other products which could be competitive or an alternative to Cermate Products.

Lin Lin
6.6.2011

5.0 Sales Targets

OffPeak's cumulative purchases will be not less than USD 100,000.- in Year 2011 and more than USD 350,000.-- USD in the Year 2012, and the Sales Targets of Year 2012 is USD 750,000.-.

6.0 Payment and Terms

All sales to OffPeak will be made on the basis of quotation FOB Taiwan/China and wire transfer before shipping.

7.0 Customers (**Except for OEM/ODM Project)

Starting from the beginning of the contract, all new direct contacts/sales leads coming from the territory will be transferred to OffPeak to be followed-up. OffPeak has duties to report on the lead follow up and inform Cermate of the customer's response(s) and purchases which result from the leads.

8.0 Default, Terms and Termination

This agreement shall become effective on signature by both parties of this Agreement. This Agreement shall be valid for a period of two years. The agreement shall be automatically renewed for subsequent terms of two years provided that OffPeak cumulative purchases exceed the defined target. The termination of this agreements is possible in written form by both parties at least 3 month before expiration of the term.

9.0 Law Applicable

This agreement shall be governed by and construed in accordance with the laws of Taiwan, as if executed and fully performed within Taiwan; any disputes under this Agreement shall be subject to the exclusive jurisdiction and venue of the Taiwan courts, and the parties hereby consent to the personal and exclusive jurisdiction and venue of the courts.

****Note :**

The OEM/ODM Project means that the customer uses customized/brand label's software and hardware to promote their market in the world.

Cermate Technologies Inc.	OffPeak
Place and date:	Place and date
Cermate 1 st -June, 2011	
Authorized Signature:	Authorized Signature:
Title:	Title:
Vice President Linda Liu  6.6.2011	President John Schmitt 06/09/2011