

EXCLUSIVE
DISTRIBUTION AGREEMENT

THIS AGREEMENT is effective as of **March 23, 2018** (the "Effective Date") by and between:

██████E ATHLETICS, INCORPROATED a Pennsylvania corporation, having its head office at 811 Church Avenue, West Chester, PA 19382 (hereinafter referred to as "RADIATE") and

OF THE FIRST PART

- and -

Alexander ██████ets ("Surovets") and Vadim ██████nko ("Korovchenko")
(hereinafter these two parties are collectively referred to as "DISTRIBUTOR")

OF THE SECOND PART

WHEREAS:

RADIATE is the manufacturer of the Product branded as RADIATE's "thermal vision" t-shirts and other branded clothing products.

RADIATE has determined that to enhance the development of the market and increase the sales of its Product in the Territory, it would be advantageous to utilize the services of a distributor in the Territory who possesses a readily available and extensive sales network in the Territory; and

DISTRIBUTOR wishes to enter into this Agreement with RADIATE whereby DISTRIBUTOR will undertake the exclusive distribution and sale of Product in the Territory on the terms and subject to the conditions contained herein;

RADIATE on the one hand, and **Ravi Aildasani ("Aildasani"), Alexander Surovets ("Surovets") and Jitendra Thawani ("Thawani")** (collectively all three referred to as "RAJ"), on the other hand, entered into a distribution agreement (the "Radiate Agreement"), dated as of March 25, 2015, pursuant to which, among other things, RADIATE granted to Company the exclusive rights to sell and distribute t-shirt Products in various countries (as so defined in the Radiate Agreement);

On October 25, 2015, RAJ and RADIATE amended the Radiate Agreement to add Korovchenko and remove Aildasani and Thawani from the Radiate Agreement leaving Surovets and Korovchenko as the only parties to the Radiate Agreement (other than RADIATE) ;

RADIATE and DISTRIBUTOR have from time to time amended the Radiate Agreement and now desire to replace the Radiate Agreement and any and all amendments or other agreements by and between RADIATE and DISTRIBUTOR with this Agreement. Therefore, as of the date of this Agreement, the Radiate Agreement and all associated amendments or other agreements related thereto are considered terminated.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby agree as follows:

ARTICLE I – DEFINITIONS

Kc