

SALES INTERNATIONAL AGREEMENT FOR DISTRIBUTION OF PRODUCTS BY

ROGER TECHNOLOGY

between

The company Roger Technology S.R.L. located in Via S. Botticelli, 8 – 31021 Bonisiolo di Mogliano Veneto (TV) – ITALY VAT COD 01612340263, in the person of its pro-tempore legal representative Mr. Dino Florian born in the 27/09/1959 in Silea and resident in Quarto D'Altino Aquileia n. 45 Street, Fiscal Code FLRDNI59P27F116Y Hereinafter also named the "**Producer**"

and

The company Best Gates srl, in the person of its legal representative Andrei Mornealo, Registered Office in A. Donici 11 of.4 Chisinau, Moldavia MD-2068, Vat code 1014600007885, hereinafter also named the "**Dealer**"

(The Producer and Dealer shall be indicated in the agreement below as the "Parties" and individually as a "Party")

Whereas

- a) The Producer declares that it is a company which deals with, among other things, the conception, development, production, promotion, distribution and sale of products in the Home Automation industry, mainly in the automatic opening sector.
- b) The Producer is the sole owner of the solutions and "Roger Technology" and "Roger Brushless" trademarks and all their conjugations listed in **(Annex 4)** hereto, which is an integral part of this agreement.
- c) The Producer intends to sell its solutions and products on an international scale under the trademarks mentioned in this agreement, and is interested in appointing the Dealer to market and sell such products in the territory defined herein.
- d) The Dealer declares that it is a company which markets, promotes, distributes and sells solutions in the Home Automation industry and automatic opening sector, that it has the appropriate know-how and experience in marketing and selling such products and that it has at its disposal an organization and the necessary means to accept the appointment to distribute and provide suitable assistance in the Territory for the products mentioned in this agreement. It therefore intends to become an exclusive distributor in the Territory on the conditions and under the terms established below.
- e) In view of their future co-operation, the parties therefore intend to regulate the general preliminary aspects of their business relationship in a written agreement setting out certain points which, unless otherwise agreed in writing, are to be considered an integral part of each single relationship without the need to specifically refer to them.
- f) The parties declare that future agreements shall be the result of special negotiations whose scope will be to place both parties in a position to efficiently and rapidly fulfil their obligations, fully aware of their reciprocal rights and obligations relating to each specific supply which may occur in the future.

Whereas it is

AGREED

as follows

1) Definitions

1.1. In this agreement, unless otherwise stated in the context, and subject to any different definition, the expressions below will have the following meanings:

- Contractual period
- Territory
- Exclusive distribution
- Sales Target
- Product Catalogue and Price Lists of the Product Range

2) Exclusive distribution

2.1. The Producer assigns the Dealer the exclusive right to market, sell and distribute its Products in the Territory, under the terms and within the limits set out in this agreement.

2.2. The Dealer accepts the role of **"Authorized Exclusive Distributor"** for the duration of the agreement, relating to the Products in the mutually agreed exclusive Territory of:

- Nation of Moldova

2.3. The authorized Dealer in order to keep the right of exclusivity during the validity period of the agreement in object as defined in the point 2.2., commits himself to guarantee a minimum annual purchasing value as following indicated:

- no purchasing volume for the year 2015
- minimum annual purchasing value for the year 2016: € 30.000,00
- minimum annual purchasing value for the year 2017: € 30.000,00

The minimum annual purchasing values requested per each year of the agreement are considered above may also be terminated if one of the Parties does not fulfil its essential obligations.

In the case that the Dealer is not able to achieve the minimum purchasing value defined during each single year of validity of the agreement, the Producer has the faculty to revoke the exclusive distribution agreement. The revocation allows to the Producer to keep for the Dealer the appointment of authorized dealer without the right of exclusivity or to keep for the Dealer the appointment of exclusive authorized dealer but with the reduction of the exclusive areas defined in the agreement in the point 2.2. Besides in the case that at the end of the year 2016 Dealer is not able to achieve and guarantee the minimum annual purchasing value of € 30.000,00, the Producer has the faculty to revoke the exclusive distribution agreement for the nation of Qatar and to completely terminate the agreement in object.

2.4. The Dealer may qualify itself as **"Authorized Dealer"** for the defined territory just for the Products defined in the product catalogues at the time of the signing of this agreement, without assuming the role, the quality and the rights of sales agent for the products and without that the Producer can be bound in any other way from the activity of the Dealer.

- 2.5. The Dealer may inform the Producer of possible end customers who may be qualified as "Authorized Installer". Such indication shall not imply any obligations on the Producer's part and shall not involve any remuneration. Both parties are aware that such qualification can be attributed only after the final customer has participated in the authorization program held on the Producer's premises.
- 2.6. In the assigned Territory, the Dealer shall not purchase, produce, sell or promote other companies' products, trademarks or solutions or any other trademarks in direct or indirect competition with the Producer's Products and solutions defined in the product catalogues at the time of the signing of the agreement. It is therefore understood that violation of this point shall be considered serious default, if it will be not handle as defined in the point N. 2.8.
- 2.7. It is therefore understood that to the Dealer is assigned the marketing and sale of all the products and solutions in the attached Product Catalogue (**Annex 1**), as defined in clause 3.1, at the time of the signing of this agreement. In the event of new products or trademarks developed by the Producer, which come under an additional sector, trademark, type or range different from those in the product catalogues at the time of signing this agreement, the Producer may propose to the Dealer their inclusion in the Products for which it has exclusive sales rights during the course of this agreement. The Dealer shall express in writing form its interest in including such products within 30 days of the proposal. It is agreed herein that:
- If the Dealer accepts such inclusion of products they shall be incorporated into the catalogue, so that the Dealer may sell any products under other trademarks or from other producers of the new type, sector or range already held in its warehouse for a period to be agreed and in any case no more than 120 days;
 - If the Dealer does not accept such inclusion, the Producer shall have the right to unilaterally terminate this agreement by giving notice of no less than 3 months. If the Dealer does not acknowledge the inclusion proposal within 30 days it shall be considered not accepted.
- 2.8. It is acknowledged that on signing this agreement the Dealer works with companies (carrying out activities as an importer, distributor and/or agent) which may or may not involve products recognized as in competition with the Producer's product range. In this case the Dealer undertakes to make a written list of such products and submit it to the Producer, who reserves the right to accept or refuse it. In any case the Dealer undertakes to explain to the Producer the reasons for their existence according to the different needs of the market, and to prefer and promote the Producer's products and solutions. In the case that Producer develops new products that compete with the products listed in **Annex (5)**, clause 2.7 will apply.
- 2.9. The Producer reserves the right to adopt the initiatives it deems necessary or opportune to promote sales of the Products in the Territory independently, as well as to sell directly to key accounts, such as builders, business integrators, large retailers – or other customers who approach the Producer through sales partnerships or alliances, after informing the Dealer.
- 2.10. The agreement herein regulates the relationship between the parties only with regard to the existing products in the Product Catalogues at the time of signing of this agreement. The Producer may therefore sell and/or supply to customers in the Territory products different from those included in the Product Catalogues.
- 2.11. The Dealer undertakes not to seek customers for the Products or set up branches and/or deposits for distribution outside the Territory. The Dealer shall also refrain from advertising, marketing and selling any product outside the Territory, unless specifically authorized to do so by the Producer in writing. Authorization to sell in another territory shall never be interpreted as a permanent extension of the Territory, even when it is granted repeatedly. The extension of the Territory may be granted only and exclusively by adding an integral note in this agreement, that has to be accepted by both parties. If the Dealer acquires the opportunity to sell to potential customers outside the Territory defined in this agreement, the Dealer must inform the producer who will have the right to assign such customers directly to the Dealer or manage them directly.

- 2.12. The Producer undertakes to include the same clause 2.11 in agreements with dealers who are granted a different territory. When informed by the Dealer, the Producer shall deal with any unfair behaviour by dealers in other territories.
- 2.13. The Dealer shall work independently, purchasing the Products from the Producer and re-selling them on its own behalf in its own name. Observing its contractual obligations it shall work independently with its own organization, at its own risk, as an autonomous business entrepreneur, toward both the Producer and its customers.
- 2.14. The Dealer undertakes to indicate to the Producer a "sales referent" in its corporate structure, who shall maintain relationships with the Producer also with regard to coordination between the Parties in order to achieve the sales objectives.
- 2.15. The producer undertakes, starting from the date of signing of this agreement, to not develop and generate new relationships or sales agreements with business subjects different from the Dealer, except as mentioned in the point 2.9. Moreover the producer can keep the existing sales relationships developed before the signing of this agreement, informing these subjects of the presence of the dealer. The producer undertakes, in a matter of good faith and in progressive way, to try to reduce these relationships, where is possible.

3) General Product Catalogues and Price List

- 3.1. The General Price List (**Annex 1**) is Annexed to this agreement and is endorsed together with said agreement, of which it is an integral part.
- 3.2. The General Price List identifies the products for which the Dealer is appointed "**Exclusive Authorized Dealer**" according to art. 2 hereof.
- 3.3. Any evolutions, range extensions or different models of the products already included in the General Price List shall be included therein without the need for new negotiations or agreements. The terms in clause 2.7 shall apply to products new to the sector, type or range.
- 3.4. The General Price List is Annexed to the Product Catalogue. The prices may vary and modify during the contractual period, at the Producer's sole discretion.
- 3.5. All the prices indicated in the Producer's current price list (**Annex 1**) are expressed in euros and calculated on the basis of ex works delivery. All prices are net of the percentage of VAT established by law.
- 3.6. In any case, at the beginning of each contractual year the Producer undertakes to provide the Dealer the following documentations:
- Digital format of Product Catalogue and price list updated according to any variations made to a new or existing price list,
 - Revision of the special price list for customers, if applicable,
 - General conditions of sale if these have been altered in any way.

4) Orders and supply of products

- 4.1. During the period this agreement is in force, the Producer shall sell and the Dealer purchase the Products and solutions under the Producer's trademark according to the terms and agreement mentioned herein, according to the General Conditions provided for in this agreement and the current price list.
- 4.2. To allow the Producer to plan production and delivery of the products as established in the orders, the Dealer undertakes to agree with the Producer by the end of January of each year a purchase forecast regarding quantities and types of Products ordered or which may be ordered, with special reference to faster-moving products. The Dealer shall promptly inform the Producer of any variations in such figures.

- 4.3. The Dealer shall forward each order in writing. The purchase order shall identify all the elements necessary to fulfil the order, in particular the product code, relative quantity and delivery date required. In turn the Producer shall transmit a confirmation of order in writing and/or a pro forma invoice indicating the expected delivery date. It is acknowledged that delivery terms are indicative and not binding, so any delays will not grant the customer the right to totally or partially cancel the order, refuse delivery or claim damages. For delays of more than 7 days the Producer shall inform the Dealer of the new expected delivery date. The Dealer shall send a signed copy of the confirmation of order and/or pro forma invoice within one working day of its receipt. In any case, even if the signed confirmation of order and/or pro forma invoice are not received, the order will be considered definite and binding.
- 4.4. In the case that there is not a different agreement defined in the point 6.3, therefore all the Products sold by the Producer to the Dealer under the terms of this agreement shall be delivered to the Dealer, ex works (EXW Incoterms 2000) of Roger Technology s.r.l. in via S. Botticelli, 8 - 31021 - Bonisiolo di Mogliano Veneto - (TV) - Italy.
- 4.5. The Producer reserves the right not to accept orders it does not wish to execute due to too short delivery times, too small quantities ordered, or any other reason.
- 4.6. Delivery is considered to have taken place when the Producer informs the Dealer in writing form that the goods are ready for dispatch. The costs of transport and relative insurance, if applicable, are to be upheld by the Dealer. If a special agreement establishes that the Producer will provide transport of the Products to the Dealer's central warehouse, or to other destinations indicated by the Dealer, the expenses involved shall be charged to the Dealer in the relevant invoices, including Product insurance costs, unless the Dealer declares in writing that it does not intend to insure the goods, therefore takes on himself all risks.
- 4.7. Moreover every year, the dealer undertakes himself to keep inside his commercial building, shop point or warehouse a minimum stock of all products and accessories related to the product range of Roger Technology available in the product catalogue at the date of the signature of the agreement.

5) Collection of Products

- 5.1. The Dealer undertakes to collect the goods within 7 working days of receiving notice that they are ready for dispatch. If the Dealer delays collecting the Products the Producer shall have the right to claim not only full payment of the price but also the costs of storage or holding, subject to claims for damages. After issue of notice that the goods are ready for dispatch, all risks are transferred to the Dealer.
- 5.2. Any complaints about missing goods, breakages or defects visible from an external check on the packaging must be made as soon as the goods are received and in any case communicated to the Producer no later than 7 days after delivery, by means of a written note and photographs, which must be sent to the Producer with the relative documentation. Any complaints about non-conformity of the goods, not evidenced by an external check on the packaging must be communicated to the Customer Service office of Roger Technology by email sent to support@rogertechnology.it with relative documentation.
- 5.3. Returns of goods shall be authorized in writing form by the Producer. Unless otherwise agreed, complaints as per clause 5.2. do not authorize the suspension of payment for the goods or cancellation of the entire order.

6) Conditions of sale under this agreement

- 6.1. All payments must be made exclusively to Roger Technology s.r.l and in the way indicated on the invoice.
- 6.2. The sale conditions agreed are:
- Dealer discount for the General Price list automation 230V AC: 70%
 - Dealer discount for the General Price list automation Brushless: 70% + 5%
 - Dealer discount for the spare parts Price list: 60%

- Dealer discount for advance payment: 3%
- Delivery Incoterms: Ex works

The product catalogues, price lists (**Annex 1**) and spare parts price list (**Annex 2**) are available in the "Business Area" of the company web site www.rogertechnology.com/b2b where they can be downloaded by the dealer. Besides the dealer undertakes to access the "Business Area" to download annexes 1 and 2 as well as commit to periodically visit the "Business Area" in order to verify the existence of possible updates, and therefore proceed with the discharge of the relative updates.

6.3. The terms of payment concerning to the sale conditions above agreed have to be made as follow:

- Payment: 100% payments in advance with the discount of 3%.
- Payment 50% in advance and 50% bank transfer 60 days from date of invoice without discount

6.4. If the Dealer does not observe the terms of payment agreed between the Parties, the Producer may charge interest for delayed payment to the extent currently regulated by Italian Legislative Decree No. 231 of 2002 or by any future decree, without the need to communicate the decision or place in default. Besides in the case that the Dealer does not carry out the payment within the established terms defined in the invoices, without informing the Producer, it is defined that for the next 3 deliveries, the unique and possible payment is in advance.

6.5. If payment is arranged by instalments, or down payments are made, and in general in the event of the Dealer delaying payment on the date agreed, the Producer may suspend execution of the order or any further later orders. Payments, even for different purposes indicated by the Dealer, may in any case be ascribed to the longest outstanding invoices. The Producer may also suspend execution of orders when the Dealer's structure and/or business partners change, or when protests are advanced, foreclosure or administrative procedures are pending, payment injunctions are issued, or fulfilment of obligations towards third party creditors is suspended, postponed or delayed.

6.6. The parties agree that ownership of the Products sold shall be transferred at the time total payment of the sales invoices takes place.

7) Sales Targer and bonuses

- 7.1. The Parties shall agree a sales objective at the beginning of each year in the period of validity of this agreement. When the objective for each year is achieved the Dealer shall be entitled to a bonus.
- 7.2. The bonuses determined in the (**Annex 3**) "Sales Target", which is an integral part of this agreement, may consist in a sum of money that shall to be paid by the Producer through a credit note within the end of the February of the following year in which the objective was achieved.
- 7.3. If the objective is achieved and exceeded by 50% in the first six (6) months of each year, the Producer may pay the bonuses referring to the same year and define and agree with the dealer, different objectives for the remaining period of the year.

8. Trademark and industrial and intellectual property

- 8.1. The Dealer acknowledges that the Producer is the sole owner of the trademarks and all other industrial and intellectual property rights for the Products, as well as denominations, signboards, catalogues, brochures, internet communications and any other material and documentation supplied to the Dealer. All consequent goodwill is for the exclusive benefit of the Producer.
- 8.2. The Dealer shall market the products distinguished by the trademarks mentioned in (**Annex 4**) hereto, and is obliged to use the trademarks, names, technical, sales and marketing documentation or any other

distinguishing marks used by the Producer, for the sole purpose of identifying, promoting and advertising the Products in the context of its activities.

- 8.3. The Dealer has the right to use the logo "Passion Point" (Annex 4) as an identifying symbol for the market as sale point authorized by the Producer.
- 8.4. The Dealer must not use trademarks, commercial names and/or distinguishing marks that are identical, similar or in any case that can be confused with the Producer's trademarks, commercial names, distinguishing marks, except that there is not an written explicit authorization by the producer that allows it. In particular the Dealer undertakes, in the absence of explicit prior authorization, to not deposit directly or indirectly, in the Territory or elsewhere, the Producer's trademarks, names, company names, internet web domains or other distinguishing marks, and to not deposit or have deposited any trademarks, names or distinguishing marks that could be confused with those of the Producer. It also undertakes not to insert the above-mentioned trademarks, names or distinguishing marks, in its own company or company name.
- 8.5. The Dealer shall not sell or market products that could be confused with those of the Producer by their names, design and/or characteristics, even if they belong to different sectors, ranges or types of goods.
- 8.6. All the Product models and drawings are and shall remain the exclusive property of the Producer and it is therefore absolutely prohibited for the Dealer to reproduce them directly or indirectly.
- 8.7. The Dealer shall promptly inform the Producer of any counterfeits of the Producer's trademarks and industrial property occurring in the Territory when they come to its notice.
- 8.8. Violation of the agreement herein shall be considered serious default that alone can authorize termination of the agreement, subject to payment of any further damages.

9) Product warranty

- 9.1. Before dispatching the Products the Producer carefully checks and tests them according to its internal business model. The Producer guarantees the Products against defects in design, materials or manufacture.
- 9.2. The warranty is valid on the condition that the Products are installed in the way described and within the limits indicated by the Producer. The Dealer shall check that installations performed by it or its customers are carried out in a workmanlike manner with the necessary full knowledge and technical ability. The fitting and electrical connection instructions shall be observed, together with specific standards in force at the time of installation. The warranty is no longer valid if the Products are connected, associated or installed with others not provided by the Producer.
- 9.3. → Subject to different indications or agreements, each Product carries a warranty for the Dealer of:
 - 36 months for the all the mechanical parts and for the components of the electrical motor.
 - 24 months for all the parts and electronic components and software.

The warranty period above mentioned, is calculated from the date of manufacture indicated on each of the Products under the Producer's trademark or any other of its trademarks that complies with the current consumer protection regulations.

- 9.4. The warranty covers repairs to or replacement of the Products and does not cover any other detriment, expenses or damages of any other nature whatsoever upheld by the Dealer. The validity of the warranty shall be checked in advance by the Producer's Customer Service office.

10) Repairs

- 10.1. In the case that repairs are carried out by the Producer, the Dealer has to forward the Product to be repaired together with a delivery note and relative repair datasheet, to allow prompt repairs.
- 10.2. If the Product to be repaired is covered by the warranty and involves a manufacturing defect, transport costs for carrying the Product from the Dealer to the Producer's premises shall be charged to the Dealer. All other charges for accepting and checking the Product, repairing and/or replacing it, and transporting it from the Producer to the Dealer are to be charged to the Producer. If on the other hand there is no Producer's manufacturing defect, or the warranty period has expired, all costs shall be charged to the Dealer.
- 10.3. Repairs carried out under the warranty, or after its expiry as per clause 9.3, are guaranteed. If the original warranty has not expired repairs are guaranteed for the validity period of the original warranty. If the Product is outside the warranty period, repairs are guaranteed for 12 months.
- 10.4. At the end of the warranty period of the product, in the case that the cost of repairs is estimated as over 70% of the value of the same product new, to the Dealer shall be granted the possibility to replace the Product to be repaired with a new one. Before carrying out the repairs, the Producer has the right to propose to the Dealer a full replacement of the Product involved with a new product, offering to the dealer a discount line that has to be agreed for each individual case.
- 10.5. In the case that the product has been installed for more than 8 years, this product is defined by the producer not reparable for whichever causes, defects, damages or malfunctions.

11) Support and training

- 11.1. The Producer shall promptly provide the Dealer with technical, commercial and marketing documentation and up-to-date information about the Products and company news, in digital form or on paper.
- 11.2. The Producer shall provide Customer Service. Requests for such service shall be dealt with within 1 working day of the date they are made or forwarded. With regard to requests for service made through the reserved area of the portal www.rogertechnology.com/b2b, (or a different one set up in the future) the Producer undertakes to deal with requests within 4 hours of recording them. The Producer shall also provide a service to promptly answer queries about Products from the Dealer or its end customers.
- 11.3. The Producer undertakes to periodically organize free technical training courses about the products and solutions proposed by the Producer, to the Dealer's staff as well as its end customers. The Dealer undertakes to keep its personnel updated by participating in the courses. Such courses may take place on the Producer's premises or the Dealer's training facilities. The Dealer shall pay travelling and accommodation expenses for its personnel.

12) Promotions, advertising and trade fairs

- 12.1. The Dealer undertakes to carry out suitable promotional and commercial activities in the Territory.
- 12.2. The Dealer may also freely take part in trade fairs or organize workshops aimed at promoting the Products in its Territory. In the same way the Dealer may inform the Producer of such initiatives and apply for a contribution from the Producer. The Producer reserves the right to analyse such request and establish whether it is interested and what form any contribution will take.
- 12.3. The Producer undertakes to develop promotions for the trademark and products through dealers for the benefit of end customers. In the event of promotions aimed at end customers, these shall be valid only if the end customer approaches the authorized Dealer. The Dealer shall be informed of these promotions with at least 15 days' notice.

- 12.4. The Producer undertakes to communicate promptly to the Dealer all the potential contacts in the Dealer's Territory that arrive directly in the Producer's sales office by telephone, email or through the company's web site. The Dealer has to report on the result of the potential contacts involved.

13) Duration of the agreement

- 13.1. This agreement shall come into effect for a contractual period of 33 months, starting from the 01/04/2015 to 31/12/2017. At the day of expiry of the contract, the contract will be definitely terminated without any notice or written communication from both parties. For its possible extension or its renewal, both parties commit themselves to discuss the new agreement at least 2 months before the date of its expiry.

14) Non disclosure clause

- 14.1. The Parties mutually undertake not to use and/or disclose to third parties information relating to:
- products made;
 - production systems;
 - strategic development projects and/or those relating to corporate communication;
 - all information in general regarding the other Party which may be considered confidential, regardless of the importance of its strategic content as it is deemed essential for each of the Parties to protect their respective know-how;
 - any information regarding this agreement and the provisions it contains. It may only be released to third parties if specifically required by law.
- 14.2. In the same way, for the duration of the agreement the Producer and the Dealer shall treat as confidential any information or document relating to trademarks, patents, industrial models or decorative drawings, production systems, industrial secrets or production processes, procedures and industrial or commercial methods which come to its knowledge.
- 14.3. Technical information (meaning every type of technical or technological information or documentation, as well as prototypes and/or models) that each of the Parties may communicate or place at the disposal of the other shall remain the exclusive property of the communicating Party and can be used only for the purpose of fulfilling this agreement.
- 14.4. With reference to technical information, the Producer and Dealer shall, even after this agreement has been terminated
- keep it confidential and take great care of it, returning any documentation to the other Party simply when requested;
 - not reproduce, copy, use, transmit or disclose it to third parties.
- 14.5. Even when the commitment to observe the non-disclosure clause ceases due to expiry, termination or whatever, article 15 hereof shall in any case have effect for a further period of 24 (twenty four) months after the business relationship has ceased.

15) Force Majeure

- 15.1. Neither of the Parties shall be liable for non-fulfilment of this agreement if such non-fulfilment is caused by acts of God, uprisings, fires or other unforeseeable events outside the control of the Party involved and therefore due to force majeure.
- 15.2. If one of the above-mentioned conditions of force majeure should occur, the Party who consequently cannot perform shall try to adopt solutions that make it possible to avoid and/or limit the consequences of such events, in any case immediately informing the other Party in writing.
- 15.3. If there is a term for fulfilment this will be suspended and deferred for the period in which the force majeure situation persists.

- 15.4. If the force majeure situation persists for a continuous period of three months, the Parties shall negotiate in good faith to mitigate the effects thereof, or shall agree fair and reasonable alternative dispositions. At the end of the period of three months, the Party not suffering force majeure shall have the right to terminate the agreement.

16) Termination of the agreement

- 16.1 This agreement is terminated when the time mentioned in the clauses above has expired or force majeure has existed for more than three months. Moreover each of the parties may in any case withdraw from this agreement if the other one becomes insolvent, is made bankrupt or subject to any type of liquidation.
- 16.2 The agreement may also be terminated if one of the Parties does not fulfil its essential obligations.
- 16.3 If one of the Parties does not fulfil its primary obligations under this agreement, the other party shall send notice of warning in writing. When 30 days have expired without implementing remedies for non-fulfilment or violation of essential obligations, the agreement shall be considered terminated without the need for further communication.
- 16.4 It is mutually agreed that are considered the serious non-fulfilment to the essential obligations, the violation in particular to clauses 2.6., 2.11., 8, 14, any type of violations of payment and delivery and also what is disposed in the point n. 18.1.

17) Effect of termination of business relationship

- 17.1. When this agreement is terminated for whatever reason, subject to the provisions of Article 15:
- The Dealer shall return to the Producer, at its own cost, all the product demo material, advertising, promotional or sales material relating to the Products at the Dealer's disposal at the time of termination.
 - The Producer shall have the right to buy back from the Dealer the products still in the latter's warehouse, or a part of it, at the existing list price, or at the value on the Producer's sales invoices.
 - Regarding the unsettled or not paid invoices concerning the goods, they will be immediately collectable from the producer, or they will be managed as part of compensation of the goods present in stock if the Producer decides to exercise its right to buy back the goods.
 - The Dealer must stop to deal with third parties using the qualification "Authorized Dealer" for the Products. The dealer shall cease to promote, market or advertise the Products and at the same time to use the trademarks or industrial and intellectual property rights of the Producer concerning the Products, it being understood that the eventual authorization referred to in Article 8.4., will intend revoked without need of any communication.
- 17.2. When this agreement is terminated for whatever reason, the Dealer shall not claim any compensation for the end of the business relationship, or damages for the goodwill obtained for the Producer.

18) Termination of the agreement

- 18.1. This agreement cannot be wholly or partly assigned or transferred by the Parties to third parties (even in the event of selling the company or its business lines, merging or creating spin-offs), sub-contracted or its execution wholly or partly delegated, unless explicitly authorized in writing by the other Party.
- 18.2. The Producer has the right to assign the agreement and the rights and obligations deriving from it, as well as assign, grant or in any case transfer the trademarks to other companies under its control, under the terms of A rt. 2359 Italian Civil Code, with 60 days' notice to the Dealer.

19) General clauses

- 19.1. This agreement and its Annexes regulate the entire business relationship between the Parties.

19.2. Invalidity and/or ineffectiveness or non-conformity with current law of one of the clauses of this agreement does not involve termination of the agreement, that for the remaining clauses shall remain valid and effective. However, the Parties undertake to amend the invalid or ineffective clause through negotiations to be held in good faith.

19.3. Any amendment and/or integration whatsoever to this agreement shall be made in writing form and signed for approval by both Parties.

19.4. This agreement nulls and replaces any other previous contract, communication, written or oral agreement which may have existed previously between the Parties.

20) Applicable law and competent Court

20.1. This agreement and the individual purchase contracts it implies are regulated by Italian law.

20.2. Any controversy arising from this agreement and the individual sales contracts regulated by it shall be the exclusive competence of the **Court of Treviso Italy**, except in cases where controversies relate to the violation of the Producer's industrial and intellectual property rights or credit collection for the Producer, where the latter shall have the right to take action before the competent Court in the jurisdiction of either the Dealer's or the Producer's area.

21) Joint negotiations

21.1. The Parties declare that all the clauses in this agreement, bar none, have been mutually negotiated by the parties and they are specifically approved in all their points.

22) Annexes of the agreement

22.1. The Annexes mentioned below are an integral part of this agreement:

- Annex (1) Products catalogue and general price list automation 230V AC and Brushless
- Annex (2) Spare parts price list
- Annex (3) Sales Target included in this agreement
- Annex (4) Logos and Trademarks Roger Technology
- Annex (5) List of products of dealer in competition with the Producer

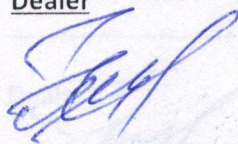
Signature for acceptance

Roger Technology S.r.l.

Signature for acceptance

Roger Technology S.r.l.

Dealer



Date 1st April 2015

