

Framework Contract for Works and Service

between

ICS Lear Corporation SRL
3 Gh. Crestiuc, Ungheni
Republic of Moldova

- hereinafter referred to as "Lear" -

and

Aedificator SRL
33 G. Adam Street, Ungheni
Republic of Moldova

- hereinafter referred to as "Supplier" -

Section 1

Subject of Contract, Scope and Order of Services

1. Lear intends to order the works and services listed in **Exhibit 1** (hereinafter referred to as "**Contract Services**") for its business in construction and refurbishment works. The Supplier is able and willing to provide these works and services to Lear.
2. The content of the owed Contract Services, the scope and dates of the Contract Services will be determined in individual orders (hereinafter referred to as "**Individual Orders**"). The respective Contract Service will be specified in these Individual Orders.
3. The provisions of this Framework Contract apply to the performance of the Contract Services. Any conflicting provisions in Individual Orders shall be replaced by the provisions of this Framework Contract. Lear's general terms and conditions for purchasing as changed from time to time apply in addition to the extent their content allows. The application of the Supplier's general terms and conditions is expressly excluded. The applicable laws concerning works and services contracts apply supplementary.
4. This Framework Contract itself does not constitute an Individual Order and does not give the Supplier a claim to one or more Individual Orders or a certain order volume during the term of this contract.

5. The Supplier is obliged to obtain all necessary private or public law permits, licenses, permissions, etc, which are required to perform the Contract Services.
6. The Supplier shall remain exclusively responsible for all auxiliary persons used to perform his duties to provide the Contract Services. The auxiliary persons used by the Supplier shall not become a part of Lear's business organization.
7. All directions and agreements regarding the method, the content and the way of performing the Contract Services shall be agreed between Lear and the Supplier. The Supplier shall inform and instruct the auxiliary persons used to perform the Contract Services accordingly

Section 2
Costs, Payment and Payment Targets

1. The costs of the Contract Services determined in **Exhibit 2** apply during the term of this contract as inclusive prices plus applicable VAT.
2. For purposes of allocating invoices, every invoice shall display the cost center as per Individual Purchase order. Every invoice must be in compliance with turnover tax law requirements.
3. Lear shall pay the invoiced amount within 30 days after reception of a factually and formally correct invoice, provided that the works and services performed by the Supplier have been accepted at that point of time. The invoiced amount shall not become due prior to acceptance of the invoiced works and services.

Section 3
Term and Termination

1. This contract becomes effective upon signing and runs for 2 years, if not otherwise set out in the subsequent paragraphs. The contract can be prolonged if both parties agree in writing.
2. This contract can be terminated with a period of three months to the end of the calendar quarter. Every termination must be served in writing. During the duration of the termination period, the rules of this contract apply.
3. Statutory rights of both parties to terminate this contract and/or any Individual Orders remain unaffected.

Section 4 Acceptance

1. Lear will accept a correctly performed work as long as the acceptance is not impossible due to the nature of the work. Place of acceptance shall be at 3 Gh. Crestiuc street, Ungheni, Republic of Moldova
2. The Supplier shall agree with Lear on a date of acceptance in due time, but no later than one month prior to the date of acceptance.
3. Lear will not accept a work which has a not insignificant defect.

Section 5 Liability

1. The Supplier shall ensure that the performed Contract Services meet all guidelines and technical regulations, are in line with the recognized scientific and technical status and comply with all other statutory and market standard requirements of Lear and the respective final customer that apply to the Contract Services.
2. The Supplier is liable in accordance with applicable statutory and case law. A possible limitation of the Supplier's liability based on General Terms and Conditions or other agreements between the parties shall not apply.
3. Upon Lear's request the Supplier is obliged to provide evidence of a liability insurance which is reasonable to cover the risks under this contract and which is to be continued after the termination of this contract for the period during which damage or other claims can be brought under this contract or statutory law.

Section 6 Industrial Property Rights, Rights of Use

1. The Supplier assigns to Lear the exclusive rights of use for all work products produced individually for Lear under this contract by the Supplier or his auxiliary persons, including all rights pertaining to drafts, inventions and designs (hereinafter referred to as „**Work Products**”) to the extent legally permissible by law and factually possible. The assignment of the rights of use is unlimited. It includes the right to amend, copy and assign the Work Products to third parties.
2. To the extent necessary, the Supplier will ensure by entering into respective agreements with his auxiliary persons that the unlimited assignment of the right of use of the Work Products as set out in the preceding paragraph 1 is achieved.
3. To the extent possible, the Supplier shall ensure in agreements with his auxiliary persons that title in all documents, notes, electronic data, drafts, etc. is transferred to Lear immediately after they have been produced.

Section 7
**Accident Prevention, Emission Reduction,
Immission Damage, Fire Prevention**

1. The Supplier shall observe all laws, ordinances and regulations regarding the safety and health of employees, the protection of the environment, the transport of dangerous goods and fire prevention, including the information bulletins of the workmen's compensation board and the property insurers' union to the extent they apply to the performance of Contract Services.
2. The Supplier shall gather information from the competent employees at Lear trained for employees' safety and health, environment protection and fire prevention about the restrictions, accident prevention measures, environment protection measures and fire prevention measures that apply at the site and shall instruct its auxiliary persons who he uses to perform the Contract Services accordingly. The necessary measures shall be coordinated with the named Lear employees.
3. The Supplier shall ensure that all of its auxiliary persons observe all environment protection and safety and fire protection guidelines.
4. Any fire protection directions given by the site fire brigade or the fire protection representative are to be observed. Any activities on or close to fire or explosion sensitive facilities, e.g. oil containers or cable installations, that bear the risk of fire may only be performed after the consent of the competent plant superintendent.
5. Supplier agrees to provide Contract Services through its own organization, without making any use whatsoever of subcontractors.

Section 8
Confidentiality

1. Both parties shall keep secret vis-à-vis third parties all business secrets of the respective other party that they obtain knowledge of during their cooperation during and after the term of this contract as long as and to the extent that the respective other party does not waive its right to confidentiality in writing.
2. The parties shall ensure that and shall be responsible that their employees and auxiliary persons as well as any other third party used maintains the confidentiality agreed in the preceding paragraph 1.
3. Each party shall use the same standard of care with regard to confidentiality that it would use in a comparable matter of its own, however, at least the standard of care of a prudent business person.
4. The confidentiality obligation does not include information which is
 - a) verifiably publicly known at the time at which the respective party obtains knowledge of such information; or

- b) known to the party that obtains knowledge or/and an any legal entity that is an affiliated entity or to any legal entity that is otherwise directly or indirectly (i) controlling, (ii) controlled by or (iii) under the same control as the respective party prior to the time at which the respective party obtains knowledge of such information.
5. The confidentiality obligation ends when and to the extent that
- a) the respective information becomes verifiably publicly known without a direct or indirect act of the party that holds such information, or
 - b) the respective information verifiably is rightfully made available to the respective party by a third party that is under no confidentiality obligation vis-à-vis the respective other party, or
 - c) the respective information is verifiably developed independent of the respective information by the respective party and/or an entity which is an affiliated entity or a legal entity that is otherwise directly or indirectly (i) controlling, (ii) controlled by or (iii) under the same control as the respective party, or
 - d) the respective information must verifiably be disclosed due to statutory law or judicial orders.
6. The Supplier shall keep the conclusion of this contract secret. He may not cite Lear as reference without Lear's prior written consent.

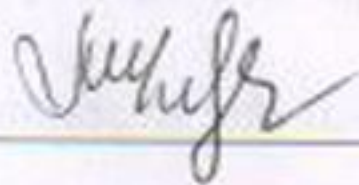
**Section 9
Miscellaneous**

1. The Supplier shall ensure that none of its employees or free lancers used by it are listed in any European, UN or US terrorist list.
2. The relationship between the Supplier and Lear is exclusively governed by this contract. No further agreements have been concluded.
3. Amendments and supplements to this contract and any of its exhibits including this written form requirement and any other written form requirements set out in this contract must be in writing. This applies especially to Individual Orders.
4. Place of performance of the Contract Services as per Individual Purchase Order.
5. The Supplier must inform Buyer in writing of any director, sales representative or employee of Supplier or a person who beneficially owns more than 5% of the ownership interest of Supplier, who is affiliated with or is an officer or director (or a family member of any such director or officer) of Buyer or any of its subsidiaries.

4. The place of venue is 3 Gh. Crestiuc street, Ungheni, Republic of Moldova. Lear may also sue the Supplier at its general place of venue.
6. The contractual relationship is exclusively governed by the laws of Republic of Moldova under exclusion of its conflicts of law rules.
7. Should one or more of the clauses of this contract be or become invalid or should this contract be incomplete, this shall not have an effect on the validity of the remaining clauses of this contract. The parties agree to replace the invalid clause by a different clause that will come as close to the economic intention of the original clause as legally permissible. In case that the contract is incomplete, a regulation shall apply which is likely that the parties would have agreed had they realized that the contract is incomplete.

Ungheni, Republic of Moldova

ICS Lear Corporation SRL



Marian Lefter



Supplier "Aedificator" SRL



Viștie Cozari

Act de verificare

privind decontările reciproce la data 30.06.2019

Intre SRL'Aedificator', c.f. 1011609003775 și I.C.S. "Lear Corporatin" S.R.L., c.f. 1009600043151
pentru perioada 01.01.2018 - 30.06.2019

Conform datelor SRL'Aedificator', c.f. 1011609003775, MDL				Conform datelor I.C.S. "Lear Corporatin" S.R.L., c.f. 1009600043151, MDL			
Data	Document	Debit	Credit	Data	Document	Debit	Credit
Sold inițial 01.01.2018		0,00	0,00	Sold inițial 01.01.2018		0,00	0,00
05.05.18	Factură fiscală de ieșire WA 0538370 I.C.S. "Lear Corporatin" S.R.L. or 05 05 2018	1 051,20					
11.05.18	Factură fiscală de ieșire LV 4103966 I.C.S. "Lear Corporatin" S.R.L. or 11 05 2018	84 143,00					
16.05.18	Factură fiscală de ieșire LV 4103967 I.C.S. "Lear Corporatin" S.R.L. or 16 05 2018	2 737,74					
19.05.18	Factură fiscală de ieșire WA 0538368 I.C.S. "Lear Corporatin" S.R.L. or 19 05 2018	4 147,40					
21.05.18	Factură fiscală de ieșire LV 4103968 I.C.S. "Lear Corporatin" S.R.L. or 21 05 2018	43 320,00					
21.05.18	Factură fiscală de ieșire LV 4103969 I.C.S. "Lear Corporatin" S.R.L. or 21 05 2018	5 017,60					
22.05.18	Factură fiscală de ieșire LV 4103971 I.C.S. "Lear Corporatin" S.R.L. or 22 05 2018	550,00					
07.06.18	Extrase bancare Nr 0000000052 or 07 06 2018		84 143,00				
12.06.18	Factură fiscală de ieșire LV 4103975 I.C.S. "Lear Corporatin" S.R.L. or 12 06 2018	82 637,61					
14.06.18	Extrase bancare Nr 0000000057 or 14 06 2018		3 788,94				
18.06.18	Factură fiscală de ieșire WA 0538371 I.C.S. "Lear Corporatin" S.R.L. or 18 06 2018	47 676,00					
21.06.18	Extrase bancare Nr 0000000062 or 21 06 2018		5 567,60				
28.06.18	Factură fiscală de ieșire WA 0538372 I.C.S. "Lear Corporatin" S.R.L. or 28 06 2018	21 236,32					
02.07.18	Factură fiscală de ieșire LV 4103975 I.C.S. "Lear Corporatin" S.R.L. or 02 07 2018	2 122,49					
12.07.18	Extrase bancare Nr 0000000076 or 12 07 2018		125 967,51				
14.07.18	Factură fiscală de ieșire WA 0538376 I.C.S. "Lear Corporatin" S.R.L. or 14 07 2018	2 124,00					
19.07.18	Extrase bancare Nr 0000000081 or 19 07 2018		47 676,00				
24.07.18	Factură fiscală de ieșire WA 0538377 I.C.S. "Lear Corporatin" S.R.L. or 24 07 2018	2 692,00					
26.07.18	Extrase bancare Nr 0000000086 or 26 07 2018		27 506,21				
02.08.18	Factură fiscală de ieșire WA 0538381 I.C.S. "Lear Corporatin" S.R.L. or 02 08 2018	16 000,00					
02.08.18	Factură fiscală de ieșire WA 0538383 I.C.S. "Lear Corporatin" S.R.L. or 02 08 2018	22 000,00					
02.08.18	Factură fiscală de ieșire WA 0538380 I.C.S. "Lear Corporatin" S.R.L. or 02 08 2018	16 000,00					
02.08.18	Factură fiscală de ieșire WA 0538384 I.C.S. "Lear Corporatin" S.R.L. or 02 08 2018	1 715,00					
02.08.18	Factură fiscală de ieșire WA 0538385 I.C.S. "Lear Corporatin" S.R.L. or 02 08 2018	16 000,00					
02.08.18	Factură fiscală de ieșire WA 0538379 I.C.S. "Lear Corporatin" S.R.L. or 02 08 2018	22 000,00					
03.08.18	Factură fiscală de ieșire WA 0538389 I.C.S. "Lear Corporatin" S.R.L. or 03 08 2018	43 894,95					
14.08.18	Extrase bancare Nr 0000000100 or 14 08 2018		2 124,00				
14.08.18	Factură fiscală de ieșire LV 4104001 I.C.S. "Lear Corporatin" S.R.L. or 14 08 2018	232 539,14					
23.08.18	Extrase bancare Nr 0000000105 or 23 08 2018		137 839,95				



06.09.18	Extrase bancare Nr 0000000112 or 06 09 2018		16 000,00			
13.09.18	Extrase bancare Nr 0000000117 or 13 09 2018		232 539,14			
17.09.18	Factură fiscală de ieşire LV 4104019 I.C.S. "Lear Corporatin" S.R.L. or 17 09 2018	3 395,20				
20.09.18	Factură fiscală de ieşire LV 4104020 I.C.S. "Lear Corporatin" S.R.L. or 20 09 2018	9 933,84				
20.09.18	Factură fiscală de ieşire LV 4104021 I.C.S. "Lear Corporatin" S.R.L. or 20 09 2018	197 895,18				
20.09.18	Factură fiscală de ieşire LV 4104022 I.C.S. "Lear Corporatin" S.R.L. or 20 09 2018	86 595,94				
21.09.18	Factură fiscală de ieşire LV 4104024 I.C.S. "Lear Corporatin" S.R.L. or 21 09 2018	340,00				
25.09.18	Factură fiscală de ieşire LV 4104026 I.C.S. "Lear Corporatin" S.R.L. or 25 09 2018	15 732,00				
02.10.18	Factură fiscală de ieşire LV 4104036 I.C.S. "Lear Corporatin" S.R.L. or 02 10 2018	108 940,80				
03.10.18	Factură fiscală de ieşire LV 4104039 I.C.S. "Lear Corporatin" S.R.L. or 03 10 2018	9 870,76				
22.10.18	Factură fiscală de ieşire LV 4104044 I.C.S. "Lear Corporatin" S.R.L. or 22 10 2018	2 400,00				
22.10.18	Factură fiscală de ieşire LV 4104046 I.C.S. "Lear Corporatin" S.R.L. or 22 10 2018	208 305,43				
23.10.18	Factură fiscală de ieşire LV 4104045 I.C.S. "Lear Corporatin" S.R.L. or 23 10 2018	210,00				
25.10.18	Extrase bancare Nr 0000000143 or 25 10 2018		234 808,54			
26.10.18	Factură fiscală de ieşire LV 4104055 I.C.S. "Lear Corporatin" S.R.L. or 26 10 2018	2 945,00				
29.10.18	Factură fiscală de ieşire LV 4104056 I.C.S. "Lear Corporatin" S.R.L. or 29 10 2018	6 244,00				
29.10.18	Factură fiscală de ieşire LV 4104058 I.C.S. "Lear Corporatin" S.R.L. or 29 10 2018	1 683,00				
31.10.18	Factură fiscală de ieşire LV 4104060 I.C.S. "Lear Corporatin" S.R.L. or 31 10 2018	8 974,57				
31.10.18	Factură fiscală de ieşire LV 4104061 I.C.S. "Lear Corporatin" S.R.L. or 31 10 2018	1 167,00				
01.11.18	Factură fiscală de ieşire LV 4104065 I.C.S. "Lear Corporatin" S.R.L. or 01 11 2018	14 876,00				
01.11.18	Factură fiscală de ieşire LV 4104068 I.C.S. "Lear Corporatin" S.R.L. or 01 11 2018	2 352,00				
07.11.18	Factură fiscală de ieşire LV 4104069 I.C.S. "Lear Corporatin" S.R.L. or 07 11 2018	1 162,00				
08.11.18	Extrase bancare Nr 0000000151 or 08 11 2018		197 895,18			
08.11.18	Factură fiscală de ieşire LV 4104070 I.C.S. "Lear Corporatin" S.R.L. or 08 11 2018	361 840,47				
12.11.18	Factură fiscală de ieşire LV 4104071 I.C.S. "Lear Corporatin" S.R.L. or 12 11 2018	2 352,00				
12.11.18	Factură fiscală de ieşire LV 4104072 I.C.S. "Lear Corporatin" S.R.L. or 12 11 2018	66 000,00				
13.11.18	Factură fiscală de ieşire LV 4104074 I.C.S. "Lear Corporatin" S.R.L. or 13 11 2018	18 906,00				
15.11.18	Factură fiscală de ieşire LV 4104078 I.C.S. "Lear Corporatin" S.R.L. or 15 11 2018	23 371,16				
19.11.18	Factură fiscală de ieşire LV 4104079 I.C.S. "Lear Corporatin" S.R.L. or 19 11 2018	30 107,75				
19.11.18	Factură fiscală de ieşire LV 4104080 I.C.S. "Lear Corporatin" S.R.L. or 19 11 2018	25 098,30				
19.11.18	Factură fiscală de ieşire LV 4104081 I.C.S. "Lear Corporatin" S.R.L. or 19 11 2018	26 646,44				
22.11.18	Extrase bancare Nr 0000000161 or 22 11 2018		249 257,00			

22.11.18	Factură fiscală de ieşire LV 4104083 I.C.S. "Lear Corporatin" S.R.L. or 22 11 2018	2 505,42				
22.11.18	Factură fiscală de ieşire LV 4104084 I.C.S. "Lear Corporatin" S.R.L. or 22 11 2018	3 710,00				
26.11.18	Factură fiscală de ieşire LV 4104085 I.C.S. "Lear Corporatin" S.R.L. or 26 11 2018	110 271,20				
27.11.18	Factură fiscală de ieşire LV 4104087 I.C.S. "Lear Corporatin" S.R.L. or 27 11 2018	8 500,00				
27.11.18	Factură fiscală de ieşire LV 4104088 I.C.S. "Lear Corporatin" S.R.L. or 27 11 2018	69 090,78				
28.11.18	Factură fiscală de ieşire LV 4104090 I.C.S. "Lear Corporatin" S.R.L. or 28 11 2018	7 630,00				
28.11.18	Factură fiscală de ieşire LV 4104089 I.C.S. "Lear Corporatin" S.R.L. or 28 11 2018	8 040,00				
30.11.18	Factură fiscală de ieşire LV 4104091 I.C.S. "Lear Corporatin" S.R.L. or 30 11 2018	311 035,00				
03.12.18	Factură fiscală de ieşire LV 4104093 I.C.S. "Lear Corporatin" S.R.L. or 03 12 2018	5 958,71				
04.12.18	Factură fiscală de ieşire LV 4104095 I.C.S. "Lear Corporatin" S.R.L. or 04 12 2018	16 575,00				
06.12.18	Extrase bancare Nr 0000000169 or 06 12 2018		365 694,47			
13.12.18	Extrase bancare Nr 0000000174 or 13 12 2018		110 629,16			
14.12.18	Factură fiscală de ieşire LV 4104100 I.C.S. "Lear Corporatin" S.R.L. or 14 12 2018	1 260,00				
19.12.18	Extrase bancare Nr 0000000178 or 19 12 2018		625 368,60			
25.12.18	Factură fiscală de ieşire IV 2835581 I.C.S. "Lear Corporatin" S.R.L. or 25 12 2018	3 978,00				
10.01.19	Extrase bancare Nr 0000000003 or 10 01 2019		1 260,00			
16.01.19	Factură fiscală de ieşire IV 2835586 I.C.S. "Lear Corporatin" S.R.L. or 16 01 2019	3 069,00				
21.01.19	Factură fiscală de ieşire IV 835587 I.C.S. "Lear Corporatin" S.R.L. or 21 01 2019	13 824,00				
22.01.19	Factură fiscală de ieşire IV 2835588 I.C.S. "Lear Corporatin" S.R.L. or 22 01 2019	13 824,00				
22.01.19	Factură fiscală de ieşire IV 2835588 I.C.S. "Lear Corporatin" S.R.L. or 22 01 2019	9 902,00				
24.01.19	Extrase bancare Nr 0000000048 or 24 01 2019		3 978,00			
31.01.19	Factură fiscală de ieşire JB 3604924 I.C.S. "Lear Corporatin" S.R.L. or 31 01 2019	79 079,06				
31.01.19	Factură fiscală de ieşire JB 3604925 I.C.S. "Lear Corporatin" S.R.L. or 31 01 2019	32 618,95				
31.01.19	Factură fiscală de ieşire JB 3604926 I.C.S. "Lear Corporatin" S.R.L. or 31 01 2019	149 004,04				
07.02.19	Extrase bancare Nr 0000000018 or 07 02 2019		3 069,00			
12.02.19	Factură fiscală de ieşire LV 4103980 I.C.S. "Lear Corporatin" S.R.L. or 12 02 2019	3 080,00				
21.02.19	Extrase bancare Nr 0000000029 or 21 02 2019		149 448,01			
07.03.19	Extrase bancare Nr 0000000034 or 07 03 2019		149 004,04			
14.03.19	Extrase bancare Nr 0000000037 or 14 03 2019		3 080,00			
25.03.19	Factură fiscală de ieşire IV 2835591 I.C.S. "Lear Corporatin" S.R.L. or 25 03 2019	9 173,00				
05.04.19	Factură fiscală de ieşire IV 2835598 I.C.S. "Lear Corporatin" S.R.L. or 05 04 2019	18 970,00				
25.04.19	Extrase bancare Nr 0000000080 or 25 04 2019		28 043,00			
Rulaje pe perioada		2 788 447,35	2 804 677,35	Rulaje pe perioada	0,00	0,00
Sold final		0,00	16 230,00	Sold final	0,00	0,00

Conform datelor SRL "Aedificator", c.f. 1011609003775

