



**KANION GROUP CO., LIMITED**

**www.kanionco.com**

(2) Have paid all the due payment to the Party A

**Product Purchasing**

- (1) Party A will deliver the goods after receiving party B's full payment
- (2) Party A deliver the goods for Party B, but the shipping freight will be born by Party B.
- (3) Party A shall fax/send out the shipping documents to party B after delivery, the time on shipping document will be regarded as the delivery time.

**Intellectual property**

- 1、 Party A authorizes party B to use his (Party A) owned trademark (trade name, logo), patent, copyright, and commercial secrets etc., and party B enjoys the rights of general permit within the agency region.
- 2、 Party A reserve below restriction<sup>1</sup> and retain on Party B's usage of trademark (trade name, logo), patent, copyright, and commercial secrets etc.
  - (1) Authorizing with the purpose of the limited to Party B's sales agent business

**Termination of contract**

This contract will be terminated for below reasons:

- (1) Both Party A and B are not willing to renew this contract after expiration.
- (2) Both party A and B terminate this contract through written agreement.
- (3) The purpose of this contract cannot be carried out due to the force majeure.
- (4) One Party of A and B affirmatively discloses or expresses with his own behavior the failure of performing the main obligation of this contract before its expiration.
- (5) One Party of A and B delays in performing the main obligation of this contract, and still does not fulfill after urging during reasonable time.
- (6) The purpose of this contract cannot be realized because one party of A and B violates this contract or the law.
- (7) One party of A and B declare bankruptcy or dissolution.
- (8) The administrative organization, such as the court or the government

P CO., LIMIT  
有限公司  
Authorized Sign



<sup>1</sup> Restrictions are not mentioned.

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requires the sales agent to stop running business

(9) The sales agent, Party B, shall stop using any identification/logo or intellectual property concerned with party A

**Arbitration Clause**

All disputes arising from the execution of this agreement shall be settled through friendly consultations. In case no settlement can be reached, the case in dispute shall then be submitted to the South China International Economic And Trade Arbitration Commission (SCIA) for the Promotion of International Trade for Arbitration in accordance with its Provisional Rules of Procedure. The decision made by this commission shall be regarded as final and binding upon both parties. Arbitration fees shall be borne by the losing party, unless otherwise awarded.

**Validity of contract**

This contract will come into effect from the date both parties or their legal representatives, or authorized representative sign and affix the enterprise legal seal or special seal for contract.

The period of validity of this contract is from February 2019 to February 2022.

Party A: KANION GROUP CO., LIMITED

Party B: ELPO SRL

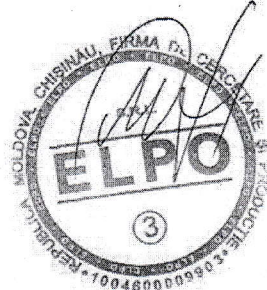
For and on behalf of

Signature KANION GROUP CO., LIMITED  
康能集團有限公司

*Ken Fung*  
Authorized Signature(s)

Date: .....

Signature



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4. Party B has the rights to establish marketing policies according to actual situations within the specified region. And in principle, Party A shall not interfere. But part B shall bear full liability for sales behaviors of his own and his subordinate distributors.

### Quantity Condition

In first year, the quantity must be not less than 900 sets..

In second year, the quantity can't be less than 1200sets.

In the third year, the quantity can't be less than 1500 sets.

### Special Supporting from Party A ( Seller)

- A. Party A will offer Party B some leaflet free of charge every order. Three times quantity of products quantity.
- B. Once Party B can buy more than 2000 sets every year, Party A will supply 10 pcs of different new panels to help Party B to make advertisement. 10 PCS of panels including wall split mounted type, window type, portable type, dehumidifier, floor standing type, ceiling cassette type, duct type, floor ceiling type.
- C. Once Party B can buy more than 2500 pcs one year, Party A will return another 1% commission, or Party B can pay 1% less for every new order.
- D. Party A will offer Party B 5 pcs KANIONco brand name T-Shirt free of charge every 100 pcs of air conditioner.
- E. Party A will offer 10 pcs of ecological, fabric hand bag each 100 pcs of air conditioner.

### Duration of agency

The duration of this agency contract is **3 year(s)**, from the date of signing this contract by both parties to **Feb.22, 2021** (date of expiry), but both parties can terminate or extend the duration of this contract according to the terms of the agreement.

2. If wanting to extend the duration of this contract, Party B shall request to Party A 2 months before the expiration of this contract. And the contract will be renewed after Party A's Approval.

3. As both of Party A and B agreed, at the time of expiration, Part B can extend the duration of the contract if meeting below conditioners

- (1) Be well in fulfilling the obligations of this contract without major breach.

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behalf of  
KANION GROUP  
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**KANION GROUP CO., LIMITED**  
[www.kanionco.com](http://www.kanionco.com)

## CONTRACT FOR EXCLUSIVE AGENT

Contract No: KPI19049

**THIS AGREEMENT** is effective in Feb,20, 2019 **BY AND BETWEEN:**

Kanion Group Co., Limited

Tel: +86-755-86718280

[kanion@kanionco.com](mailto:kanion@kanionco.com)

[www.kanionco.com](http://www.kanionco.com)

Contact Address: 1012-1013, Wenjin Bao Guan Building, Dongmen South Road, Luohu District,, Shenzhen City, G.D. Province, China. (hereinafter referred to as **"PARTY A"**)

-AND-

SRL «ELPO»,

Fiscal code: 1004600009903, WAT 0401684 MD 2005, Moldova, Kishinev, Office: Pushkin street 53B.

Telephone: 373 (22) 228212 ; Telefax: 373 (22) 224337

Regarding Party B's representing Party A's air conditioner. Both of Party A and party B reach agreements with below items after friendly negotiations on base of the principle of voluntariness, equality, mutual-benefit and honesty.

### Party B's agency region: Moldova

- 1、 Agency Product: Party B representing Party A's Product: air conditioner including household type air conditioners and commercial type of air conditioners.
- 2、 Agency Brand Name: KANIONco
- 3、 Party A authorize Party B to be sale agent in Moldova, which will shoulder overall responsibilities of marketing and distributors management within this area,

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For and on  
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