

REPRESENTATIVE AGREEMENT

This **REPRESENTATIVE AGREEMENT** is made on this 09th day of Nov, 2020 **BY AND BETWEEN**

FBM HUDSON ITALIANA SPA, a company incorporated in **Italy** having its registered office at Via Valtrighe 5, 24030 Terno d'Isola (BG) Italy (hereinafter referred to as the "**COMPANY**") of the first part;

AND

LLC PK KORUND a company incorporated in Russia having its registered address at office 407, floor 4, 1 building, 11 Bryusov Lane, Moscow, Russia, 125009 (hereinafter referred to as the "**REPRESENTATIVE**")

[hereinafter referred to as "the Party" individually and "the Parties" collectively.]

WHEREAS

- I. The **COMPANY** is engaged in the business of engineering, manufacturing and supply of Air Cooled HE (hereinafter referred to as the "**Products**").
- II. The **REPRESENTATIVE** is engaged in the business of representation, business development, market intelligence, project coordination and securing projects and it has extensive knowledge of business opportunities, laws, governmental regulations and engineering, procurement and construction practises in **RUSSIA** (hereinafter referred to as the "**Territory**").
- III. The **COMPANY** desires to appoint the **REPRESENTATIVE** as its marketing and sales consultant to secure orders for the **Products** (hereinafter referred to as the "**Sales Order**") from **CLIENTS** in the **Territory**.

NOW, THEREFORE, in consideration of the mutual agreements and obligations and covenants herein contained, the parties agree as follows:

1. Term of Agreement

The initial term of this Agreement shall be for a period of **No.1/ONE** year from the date of this Agreement (the "**Term**"). In the event the **Sales Order** has been secured successfully pursuant to the terms of this Agreement, then the **Term** of this Agreement shall be up to the tenure of the said **Sales Order**. For avoidance of doubt, this Agreement is limited to the **SERVICES** to be provided by the **REPRESENTATIVE** for the said **Project**.

8. COMPANY's Rights

The COMPANY shall have the rights to appoint another the REPRESENTATIVE in the REPRESENTATIVE's territory for the Products covered by this Agreement. The COMPANY shall also have the rights to act in the REPRESENTATIVE's territory personally or through its employees, or to establish any other direct contacts with the Client residing in the REPRESENTATIVE's territory if needed for smoother works with the Client which will not affect this Agreement.

9. Applicable Law

This Agreement shall be governed by and construed in accordance with the Laws of Italy.

10. Assignment

The REPRESENTATIVE shall have no right to assign, transfer and/or charge this Agreement or any part thereof to any person(s) except with the written approval of the COMPANY.

11. Language

The language including correspondences shall be in the English language.

12. Notices

Any form of notice, request or demand required to be served by either party hereto to the other under this Agreement shall be in writing and shall be deemed to be sufficiently served, in accordance with the format stated herein below:-

i) To the COMPANY

To : FBM HUDSON ITALIANA SPA
Address : Via Valtrighe 5, 24030 Terno d'Isola (BG) Italy
Attention : Mr. Toh Sing Wong
Tel No. : +39 035 4941. 300
Fax No : +39 035 4941.347
E-mail: : dge@fbmHUDSON.com


ii) To the REPRESENTATIVE

To : LLC PK KORUND
Address : office 407, floor 4, 1 building, 11 Bryusov Lane,
Moscow, Russia, 125009, Russia
Attention : Mr. Denis Burtsev
Mobile No. : + 7 906 805 46 90
E-mail : info@korund-de.ru

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SIGNED by

for and on behalf of
FBM HUDSON ITALIANA SPA

)
)
)
)


.....
Authorized Representative
Name: Mr. Toh Sing Wong
Designation: Chief Executive Officer

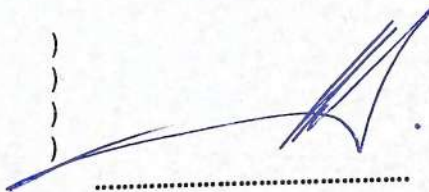
in the presence of:-



.....
Witness
Name: Mr. Adriano Polenghi

SIGNED by

for and on behalf of
LLC PK KORUND

)
)
)
)


.....
Authorized Representative
Name: Mr. Denis Burtsev
Designation: Commercial Manager

in the presence of:-



.....
Witness
Name: