

## AGREEMENT

between

TRAWEMA GmbH,  
Otto-Brenner-Str. 16, 52353 Düren, Germany  
(Hereinafter referred to as - "the Manufacturer")  
www.trawema.com

HIGER LLC  
23A, Vvedensky str, Moscow, Russia, 117342  
(Hereinafter referred to as - "the Representative")  
www.higer-online.ru

the following Agreement is concluded:

All goods, rent and services offered by the Manufacturer (hereinafter referred to as "Equipment")  
The territory of the Customs Union, which includes: the Russian Federation, the Republic of Kazakhstan, the Republic of Belarus, the Kyrgyz Republic, the Republic of Armenia (hereinafter referred to as the «Territory»)

### 1. General

1.1 The Parties agree to enter into an exclusive Agreement for this Territory.

1.2 The Representative undertakes to make every effort to promote and sell Products on the Territory, including conducting:

1.2.1 advertising campaigns at the expense of own funds and/or with the participation of the Manufacturer

1.2.2 negotiations on behalf of and in agreement with the Manufacturer on strategic cooperation with commercial entities and government agencies

1.3 The Representative performs the functions of a service center on the Territory, the tasks of which include, but are not limited to:

1.3.1 consulting clients on the Manufacturer's products and services

1.3.2 warranty and post-warranty service repairs in-house and / or with the involvement of the Manufacturer's technical specialists.

1.3.3 preparation of technical and other documentation in Russian

1.3.4 preparation of documents for certification and conducting technical tests of the Manufacturer's Equipment at the request of the relevant state bodies

1.4 The Representative acts in the Territory in the interests of the Manufacturer and may enter into partnership agreements with other legal entities in order to form a network of sales and / or services in the regions of the Territory.

1.5. The Representative undertakes to notify the Manufacturer in any available way about the conduct of state and commercial purchases for the purchase/lease/services of Equipment.

### 2. Planning the Representative's activities

2.1 The Representative notifies the Manufacturer of the upcoming strategic negotiations with the mandatory indication of the counterparty, place, time and subject of negotiations.

2.2 If it is impossible for the Manufacturer's specialists to arrive at the negotiations, the Representative acts on behalf of the Manufacturer without making financial decisions. All financial decisions are agreed upon and made by the Manufacturer.

### 3. Reporting of the Representative

3.1 The Representative, following the results of the negotiations, sends to the Manufacturer the original protocol and / or a brief reference on the substance and subject with a translation in English.

### 4. Term of the Agreement / Termination

4.1 The Agreement comes into force on January 01, 2021 and is concluded for an indefinite period.

4.2 Either Party may terminate the Agreement for any reason by notifying the other Party no earlier than 60 calendar days in advance. In this case, the Parties undertake to complete all previously reached mutual agreements regarding the fulfillment of obligations to their partners.

3.4 Notice of termination of the Agreement must be sent in writing by e-mail or by registered mail.

### 5. Final Conditions

5.1 Any changes or additions to this Agreement must be made in writing for them to take effect.

5.2 This Agreement is governed by the laws of Germany.

From the Manufacturer's side

  
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On the part of the Representative

  
Grigory Shitikov  
General manager  
Haiger LLC

