

OEM Certificate

NO.:A20240119RU

Date:Jan 1st, 2024

We **AGG POWER TECHNOLOGY (FUZHOU) CO., LTD** , a company incorporated in the People's Republic of China with manufacturing base at Minhou Economic-Technological Development Area, Fuzhou Fujian China, hereby confirm:

OOO "Energoprom"
(registered at: 620141 Russia, Ekaterinburg
Zavokzalnaya street, 5a, office 211)

Is an OEM partner in the production of diesel generator sets under the Energoprom mark.

Sincerely,
Duly authorized to sign the Certificate for and on behalf of:

Managing Director:



Note: This certificate should be written on the letterhead of the Manufacturer and be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

ОЕМ-сертификат

№: A20240119RU

Дата: 1 Январь 2024 г.

Мы, **AGG POWER TECHNOLOGY (FUZHOU) CO., LTD**, компания, зарегистрированная в Китайской Народной Республике с производственной базой в Minhou Economic-Technological Development Area, Fuzhou Fujian China, настоящим подтверждаем:

ООО «Энергопром»

(зарегистрированный по адресу: 620141, г.Екатеринбург, ул.Завокзальная, 5а, оф.211)

Является OEM-партнером по производству дизель-генераторных установок под маркой Energoпром.

Искренне,

Должным образом уполномочен подписывать разрешение от имени:

Управляющий:



Примечание. Эта сертификация должна быть написана на бланке Производителя и подписана лицом, имеющим соответствующие полномочия для подписания документов, обязательных для Производителя.

OEM Cooperation Agreement

This Agreement is entered on 1st Jan 2024 by and between:

Party A: OOO “Energoprom” (In Russian: OOO «Энергопром»)

Party B: AGG POWER TECHNOLOGY (FUZHOU) CO., LTD

Whereas, 1. Party A is engaged in the business of marketing of diesel generator in Russia

2. Party B is engaged in developing and manufacture of diesel generator

Now this Agreement witness and it is hereby agreed by and between the parties hereto as follows:

Section 1. Definitions and Interpretation.

1.1 Cooperation Manner: Both parties agree that party A shall sell the products by OEM, Meanwhile, Party B shall develop, manufacture and provided by OEM with the brand designated by Party A (the “Products”).

1.2 Definitions: OEM, the products with the brand designated by Party A shall be technically based on the products developed and designed by Party B and approved by Party A.

1.3 Duration: This Agreement and OEM Certificate (NO.:A20240119RU, issued at 1st Jan 2024) shall be for a period of **ONE** year from the date of execution unless terminated earlier in accordance with the provisions of this contract.

Section 2. Brand and Trademark.

2.1 Party A grants Party B to use the Brand and Trademark on the products.

2.2 Party B undertakes not to use the Trade Mark in any way without the expressed approval of Party A. The Trade Mark can only be used in products as approved by parties

2.3 Party A warrants that the Brand and Trademark do not infringe any admissible intellectual property right of any third party, Otherwise, Party A shall indemnify party B’s loss and damage result from such infringement(including but not limited to attorney fee, any penalty, damage or compensation).

Section 3. Right and Obligations

3.1 Party B warrants that it shall not directly or indirectly contact with Party A’s customers or sell product, whether directly or indirectly to party A’s customer. Except the approval of Party A.

3.2 Party A warrants that it shall not divulge relevant technical materials to a third party.

3.3 Parties both agreed that the OEM relationship, agreement, contract and order contents shall not be disclosed to third parties shall not be shown on website and social media. Except the approval of both parties.

3.4 Party B warrants that the product do not infringe any admissible intellectual property right of any third party, including, but not limited to, copyright, patent and/or trade secret.

3.5 Party B warrants and shall provide the technical materials covering the Products and shall help Party A finish the corresponding advertising materials and manuals.

3.6 Party B warrants and shall provide Party A with relevant written instructions covering technical problems under the User’s Service.

Section 4. Intellectual Property.

4.1 The intellectual property of the Brand and Trademark belongs to Party A, the infringement and all expense



because of the brand and trademark should be compensated by Party A.

4.2 The intellectual property of the Products belongs to Party B, except the Brand and Trademark.

Section 5. Termination.

5.1 Either Party may terminate this Agreement, by giving 60days prior written official email to the other Party.

5.2 Without prejudice to either parties' other remedies, either party shall have the right to terminate the Contract forthwith if:

- A) Any party commits a material breach or persistent breaches of the Contract and fails to remedy the breach within 7 days of receiving of written notice to do so; or
- B) Any party becomes insolvent, ceases to trade, compound with its credits, commits and act of bankruptcy, or a bankruptcy petition or bankruptcy order is presented or has a receiver appointed, or a resolution or petition to wind up the Party is passed or presented (otherwise than for reconstruction or amalgamation).

Section 6. Confidentiality.

The Confidential content includes but is not limited to: OEM relationships, contracts, product information, documents

The Parties should:

- A) Maintain the confidentiality of Confidential Information;
- B) Not use confidential information for any purposes other than those specifically set out in this Contract; and
- C) Not disclose any such confidential information to any person or entity, except to its employees or employees of its affiliates, attorneys, accountants and other advisors who need to know such information to perform their responsibilities.
- D) Not allow Employees and agents to use such confidential information for profit and gain an undue advantage in the market.
- E) Not allow employees and agents to use such confidential information to harm each other's interests, agents' interests and brand interests.

Section 7. Settlement of Disputes.

7.1 The validity, interpretation and implementation of this agreement shall be governed by the laws of the People's Republic of China.

7.2 In the event of any dispute, controversy or claim arising out of or relating to this agreement, the Parties shall attempt in the first instance to resolve such dispute through friendly consultations. In the event that no settlement can be reached, such disputes shall then be submitted to FUZHOU for arbitration.

Section 8. The OEM certificate (NO.:A20240119RU, issued at 1st Jan 2024) will only take effect after this agreement is double signed.

Party A: Signed
OOO "Energoprom"
(In Russian: OOO «Энергпром»)

Party B: Signed
AGG POWER TECHNOLOGY (FUZHOU) CO., LTD

