

AGENCY MANDATE

BETWEEN

The **Berto Salotti Produttori di Comfort di F.B.S. S.r.l.** Company, with registered offices in Via Piave, 18 - Meda (MI)-ITALIA, PI 06823950966 – Tel. 0362 1851425
(Hereinafter referred to as **“the Principal”**)

And

The **«ООО PLATINUM PROJECT LLC»** Company, with registered offices in RUSSIA-MOSCOW Via Elektriceskiy per. 12 structure 2, Ufficio 6 123056 Moscow-Russia, Tel. +7(495) 648 54 28
(hereinafter referred to as **“the Agent”**)

THE PARTIES AGREE AND STIPULATE AS FOLLOWS

1. CONTRACT TERRITORY AND PRODUCTS

- 1.1 The Principal appoints the Agent and the Agent accepts to promote the sales of the products indicated in Annex A-1 (hereinafter referred to as “Contract Products”) in the territory indicated in Annex A-2 (hereinafter referred to as “the Territory”).
- 1.2 It is understood that the array of Contract Products as well as their characteristics, prices, etc. may vary at the Principal’s discretion at any time. The Principal shall promptly inform the Agent of those variations.

2. THE AGENT’S RESPONSIBILITIES

- 2.1 The Agent shall promote the sales of the Contract Products in the Territory to the best of its ability and protect the interests of the Principal. Specifically, the Agent shall periodically visit current or potential clients throughout the Territory on the basis of their importance, and create and maintain an adequate organisational structure.

The Principal hereby authorises the Agent to utilise Sub-Agents and/or substitutes, without prejudice to the fact that the payment of and responsibility for said Sub-Agents and/or substitutes’ work is the responsibility of the Agent. It is understood that the Agent must promptly notify the Principal in order to supply all of the personal data of Sub-Agents and/or substitutes.

- 2.2 The Agent shall notify the Principal of the requests or orders received and the latter is free to accept or refuse them. The Agent does not have any power to stipulate contracts in the name or on behalf of the Principal, nor to make commitments for the latter to third parties in any way.

In the case that an order is refused the Principal shall communicate its refusal in writing to the client and in copy to the Agent within 07 days after it is received. If it is not refused, the order is intended as accepted, as long as all prior supplies have been paid in full. If payment has not been received, the Principal reserves the right to block orders until payment is received.

THE PRINCIPAL - BERTO SALOTTI S.R.L. _____ THE AGENT - PLATINUM PROJECT LLC

In full acceptance of the conditions listed on the side :

