

## Distributor Agreement

### 经销协议

This agreement is made and entered into by and between **HENAN GENGLI MACHINERY CO., LTD.** and the **RK INTERNATIONAL** concerned on 27<sup>th</sup> February 27, 2024 in Luoyang, China on basis of equality and mutual benefit to develop business on terms and conditions mutually agreed upon as follows:

本协议于 2024 年 02 月 27 日 在中国洛阳由有关双方(河南耿力机械设备有限公司和 **RK INTERNATIONAL**)在平等互利的基础上达成, 按双方同意的下列条件发展业务关系:

#### **1. The Parties Concerned 协议双方**

Party A: **HENAN GENGLI MACHINERY CO., LTD.**

甲方: 河南耿力机械设备有限公司

Add: Airport Industrial Cluster Area, Luoyang, China

地址: 中国洛阳空港产业集聚区

Party B: **RK INTERNATIONAL**

乙方:

Add: FLAT NO-88,BLOCK-B,DDA PUNJABI FLATS,N.S MANDI,JAHAANGIRPURI,NORTH WEST ,DELHI-110033,INDIA

地址:

#### **2. Appointment and Authorizations**

Party A hereby appoints Party B as its one DISTRIBUTOR to solicit orders for the Products stipulate in Article 3 from customers in the Territory stipulated in Article 4.

甲方指定乙方为其经销商, 负责在以下区域以下产品的销售订单。

Party B hereby accepts the appointment as GengLi's DISTRIBUTOR of products to persons within the Territory.

乙方接受甲方的委托, 作为耿力产品在该地区的经销商。

**3. Products:** "Products" shall mean construction machinery manufactured by GengLi, including robot shotcrete machine , wet-mix shotcrete machine, dry-mix shotcrete machine, self-feeding dry mix shotcrete machine, rock drilling machine, grouting machine and the corresponding accessories .

经销产品: 产品即耿力集团生产的工程机械产品,产品范围为: 湿喷台车, 湿喷机, 干喷机, 联合上料机, 凿岩机, 注浆机及相应的配件。

#### **4. Territory 区域**

"Territory" shall mean the following geographical areas: India,Nepal,and Bhutan(hereinafter referred to as "Territory").

区域: 印度,尼泊尔,不丹

During the term of the Dealership Agreement, PARTY B may request to expand the Territory in writing supported by a business plan for distribution of the Products within the expanded regions

substantially in the form as that of the Annual Distribution Plan. The Territory can only be expanded upon mutual discussion and agreement in writing by the Parties.

在此经销商协议的有效期内, 乙方可书面请求对本协议领地进行扩展, 为支持其请求, 乙方应大体上按照年度经销计划的格式提交一份在扩展地区经销本协议产品的经营计划。

## **5. Sales Targets 销售目标**

Minimum turnover 最低业务量

According to negotiation by both parties, Party B shall undertake to orders for the above products from customers in the above territory during the first year period of this agreement for This trial period will not define a minimum amount because part B will constitute its customers in India and in order to have a good base of loyal customers. . Party A and party B agree to discuss the sales target for the next year before December 31 of each year according to the sales situation of the previous year, and sign a supplementary agreement for this purpose, which shall be an indispensable and continuous part of this agreement.

经双方协商, 乙方同意, 在本协议有效期内的第一年从上述代理区域内的顾客处招揽的上述商品的订单价值不设最低金额。甲乙双方约定根据上一年度销售情况, 于每年 12 月 31 日前, 共同商定下一年度销售目标, 并为此签订补充协议, 该补充协议为本协议必不可少且持续生效的组成部分。

## **6. Price and terms of Payment 价格及付款方式**

According to company rules and regulations, Party A is obligated to offer distributor price every six months (the validation the price will be update per 6 months) to Party B gradually flexible and convenient payment method. If Party A is faced with severe price fluctuations caused by production factors, transportation costs and policy changes, Party A will inform Party B of the adjusted distributor prices 15 days in advance by written notice.

甲方将根据公司规章制度, 每六个月提供给乙方产品的经销商价格(每 6 个月更新一次)和逐步灵活便利的付款方式。如甲方因面临生产因素、运输成本、政策变化导致的剧烈价格波动, 甲方将通过书面通知的方式提前 15 天告知乙方调整的经销商价格。

If any payments is delayed, the PARTY A shall be entitled to charge its current delayed interest rate from due date until receipt of Party B payment with value.

任何付款延迟时, 甲方都有权按照甲方当前滞纳金费率收取从到期日到实际收到该款项期间的滞纳金。

If any payment is delayed, the PARTY A, notwithstanding, shall been titled to compensation for any net fluctuation in the currency exchange rate between the currency of the payment and the currency at the domicile of the PARTY A that adversely affect the PARTY A as of the date of payment, in addition to interest.

如果付款延迟且付款日汇率变动对甲方有负面影响时, 除利息之外, 甲方还有权获取付款货币与甲方驻地货币之间汇率波动的净补偿。

## **7. Obligations of Party B 乙方职责**

Party B shall devote its best efforts for company image, the adequate promotion, exploitation and development of the sales of Products in the Territory.

乙方应不遗余力的在上述经销区域内搞好展区店面形象、产品宣传、开拓市场、发展业务。

Party B shall gain all permits, licenses and authorizations necessary to sell the products in the

above territory, and pay the sea and land freight from China to India and all importing rights, port sur-charge and taxes as well as any other expenses imposed by current laws and regulations.

乙方应获得为在本国内销售产品所需的许可证,批准件和任何其他必要的官方证件,并支付从中国到印度的海陆运费,保险费及所有进口有关的关税,港口费用和其他税赋。

PARTY B shall set up and maintain an adequate organization for sales and after-sales support, including adequate facilities and personnel, in order to ensure the fulfillment of its obligations hereunder. PARTY B shall maintain a stock of components and spare parts all times, sufficient quantity and range to ensure delivery within reasonable time of products and spare parts to buyers in the Territory.

PARTY B shall provide prompt and efficient after sales support with respect to all products used within the territory.

乙方应为经销区域内所用全部产品提供即时高效的售后支持。

PARTY B shall submit a warranty certificate to all buyers of new products setting forth warranty terms and conditions at least on the same level as GengLi's normal warranty terms and conditions. 乙方应向购买新产品的所有顾客出具一份保修证书,其中阐明的保修条款和条件的级别至少应相当于甲方的正常保修条款和条件。

PARTY A may from time to time offer to PARTY B advertising advice in accordance with the Business Plan. PARTY B must ensure that all advertising material used by him, whether or not supplied by PARTY A, is in compliance with the domestic laws of the Territory. PARTY B shall indemnify and hold PARTY A harmless from all costs, expenses, damages, claims and losses for which PARTY A may become liable arising from the failure of PARTY B to perform his obligations.

甲方可时常向乙方提供与业务计划一致的广告建议。乙方必须确保其所用全部广告资料(不管是否来自甲方)均遵循经销区域的国内法。由于乙方未能履行此义务而导致甲方为责任方时,乙方应赔偿甲方,并保证甲方免于成本、开支、赔偿金、索赔和亏损等方面的损失。

PARTY B agree, as a general objective, that the market shares of the Products existing within the Territory at the time of signature of this Agreement shall be increased. PARTY B undertakes to reach the sales quota set forth in the applicable Business Plan.

乙方同意,作为总目标,增加本协议签订之日经销区域现有产品的市场份额。乙方承诺实现业务计划中提出的销售配额。

PARTY B shall make all relevant marketing activity in the Territory at its own cost and expense. PARTY A and PARTY B will discuss any special and extra ordinary marketing activity and in the connection with that possibly the funding of the cost connected with such activity.

乙方应在经销区域内自费举办所有相关市场营销活动。关于特定促销活动和额外的普通市场营销活动以及与诸如此类活动有关的资金,由甲方和乙方共同商定。

PARTY B may appoint sub-dealers to distribute the Products within the Territory, subject to prior written consent from Gengli. Where Gengli gives consent to the appointment of sub-dealers selected by PARTY B, PARTY B shall cause such sub-dealers to enter into a distribution

agreement whereby the sub-dealers are bound to the same extent of PARTY B's obligations under the Dealership Agreement. Notwithstanding, PARTY B remains liable to Gengli for all the performance of the obligations by the sub-dealers. PARTY B shall inform Gengli about the Sub-Dealers.

乙方可在本协议领地内委派分销商分销本协议产品,但需获得甲方事先的书面同意。如果甲方同意乙方委派其选定的分销商,乙方应当促使该等分销商订立一份分销协议,该等分销商受协议约束的范围与乙方在此经销商协议项下受约束的程度相同。尽管如此,乙方仍然应当对其分销商所有义务的履行向甲方承担责任。乙方应当将分销商的情况通知甲方。

#### 8. Obligations of Party A 甲方职责

Any orders are subject to the acceptance of Gengli in written. Party A shall acknowledge any order inquiries without delay for acceptance or reject in written after receipt order inquiry from Party B.

甲方如收到上述经销区域内的询价单应毫不延迟地向乙方做出书面回复

Party A is entitled to sell the Products directly as set forth below:

甲方有权直接销售产品的客户列表如下:

Party A shall supply party B the necessary, technical and scientific information/documents and leaflets/catalogues that are deemed necessary for marketing the Products.

甲方需向乙方提供技术参数及文件以及使用说明书维修手册,以备拓展市场。

Party A shall offer all necessary support to Party B for advertising and publicity in connection with the commodity in question overseas within the validity of this agreement, such as all audio and video materials intended for advertising for prior approval.

本协议有效期内甲方有义务提供给经销商为产品做广告宣传的一切必要支持,如广告的声像资料。

Party A shall send the technicians based on the reasonable requirement by Party B to provide the sufficient training for the users in Territory in the guarantee period. Party A shall sell and supply the necessary spare parts to the port appointed by party b for a sustained after-sale Party A shall provide the quality warranties as described in his guarantee book to the users while selling Products.

在质保期内,甲方需向乙方派出技术人员对上述代理区域最终用户进行产品相关技术培训。并提供相关备件至乙方指定港口以备售后服务。在协议期内,甲方需按照质保证书所订立向乙方提供优质的质保服务。

PARTY A shall inform PARTY B of the global development of PARTY A and PARTY A's competitors to the extent such development might affect PARTY B.

对于有可能影响乙方的甲方全球发展状况及甲方竞争对手,甲方应告知乙方。

Party A does not have the right to contact Party B customers to sell them material directly. Any order coming from India to part A or its subsidiaries must pass through part B.

#### 9. Intellectual Property Rights 知识产权

Party A's trademark patent copyright and other intellectual property rights owned by party A. Party B may use the trade-marks owned by Party A for the sale of the Products covered herein within the validity of this agreement, and shall acknowledge that all patents, trademarks, copy rights or any

other industrial property rights used or embodied in the Washing Machines shall remain to be the sole properties of Party A. Should any infringement be found, Party B shall promptly notify and assist Party A to take steps to protect the latter's rights.

甲方商标、专利、版权等知识产权归甲方所有。在本协议有效期内，为销售有关产品，乙方可以使用甲方拥有的商标，并承认使用于或包含于有关产品中的任何专利商标、版权或其他工业产权为甲方独家拥有。一旦发现侵权，乙方应立即通知甲方并协助甲方采取措施保护甲方权益。

#### 10. Applicable Laws 适用法律

This Agreement shall be governed by, and construed in accordance with, the laws of the P.R. China. If not, the agreement shall be in accordance with the *UNITED NATIONS CONVENTION ON CONTRACTS OF INTERNATIONAL SALES OF GOODS, INTERNATIONAL TRADER CUSTOMS, or INTERNATIONAL RULES FOR THE INTERPERTATION OF TRADER TERMS.*

此协议在遵守中华人民共和国法律基础上订立。如不选择中国法律，应遵守《联合国国际货物销售合同公约》、《国际贸易惯例》、或者《国际贸易术语解释通则》。

#### 11. CONFIDENTIALITY 保密性

Party B shall treat as confidential all information received from Party A or any other source during the execution of this Agreement, including this agreement, Party B shall not reveal it to the third party. Party B shall, therefore, limit the diffusion of information in the Territory according to his needs in the execution of this Agreement. This limit concerns both the content and the destination of the information disclosed.

乙方在协议有效期内或协议终止后，不得泄露制造商的商业机密(包括协议本身的内容，不得透露给任何第三方)，也不得将该机密超越协议范围使用。

#### 12. Validity of Agreement 协议有效期

This agreement, when duly signed by the both parties concerned, shall remain effect for 2(two) years from February 27<sup>th</sup>, 2024 to February 26<sup>th</sup>, 2025

本协议经有关双方如期签署后生效，有效期为1年，从2024年2月27日至2025年2月26日。

#### 13. Termination 协议的终止

Any violation of this Agreement by either Party, whether intentional or not, which constitutes a material breach entitles the non-violating Party to terminate this Agreement with immediate effect. 任何一方以任何方式违反本协议，无论是否出于故意对协议构成实质性违背，非违反方均有权终止本协议并立即生效。

In case of any other breach the non-violating Party shall be entitled to give Notice to the other party specifying the breach and requiring the same to be remedied within thirty (30) days. If the breach is not remedied within said thirty (30) day period the non-violating Party may terminate this Agreement with immediate effect after expiry of said thirty (30) day period.

如果发生其他违背协议的情况，非违反方有权通知违反方，指出违反方已违背协议并要求违反方在三十 (30) 日之内采取补救措施。如果在规定的三十 (30) 日期间违反方未采取补救措施，在规定的三十 (30) 日期满后，非违反方可终止本协议并立即生效。

In the event of expiration or termination of the Dealership Agreement, the rights and licenses granted pursuant to the Dealership Agreement shall be automatically revoked, in particular, PARTY B shall (i) cease distributing the Products, (ii) cease using Confidential Information and GengLi Trademarks; (ii) within thirty (30) days after the expiration or termination of the Dealership Agreement, return to Gengli, at its own cost, or at Gengli's request, destroy all documents and materials containing any of the Confidential Information, GengLi Trademarks, including but not limited to the Dealership Agreement, all promotion materials, technical manuals, parts and service policy manuals, service bulletins, sales aids such as videos and recordings and other publications, which PARTY B has on hand relating to the Products.

万一此经销商协议期满或解除, 依据此经销商协议授予的权利和许可应当立即取消, 尤其是, 乙方应当(i)停止经销本协议产品, (ii)停止使用机密信息和耿力商标; (iii)在此经销商协议期满或解除后的三十(30)日内, 向甲方返还(费用由甲方承担)或根据甲方的请求, 销毁包含任何机密信息和耿力商标的所有乙方持有的和本协议产品有关的文件和材料, 包括但不限于经销商协议、所有的促销材料、技术手册、部件和服务政策手册、服务通告、销售辅助品如视频和记录及其他出版物。

The PARTY A may terminate this Agreement immediately, should the PARTY B suspends payments, become insolvent, make any special arrangement or composition with its creditors, have a receiver or administrator appointed for the undertaking of its assets or petition of bankruptcy is filled with respect to the PARTY B, if the PARTY B commences merger proceedings or if there is a significant change in the business, management, control or capital structure of the PARTY B without previous written consent by the PARTY A.

如果乙方推迟付款, 破产, 与债权人达成特别协议或合并, 被指定了资产接收人或管理人, 或者有人提起了乙方破产诉状, 且如果乙方已着手并购事宜, 或如果未经甲方预先书面同意, 乙方的业务、管理、控制或资本结构中发生了重大变更, 则甲方可以立即终止本协议。

PARTY B shall indemnify, protect and save Beijing All-way, its Affiliates and all officers, directors, employees and agents thereof harmless from all claims, demands, suits or actions (including attorneys' fees incurred in connection therewith) which may be asserted against Gengli for any kind of damages, including without limitation damage or injury to property or persons and incidental and consequential damages, which may be sustained by any Third Party or any of the Indemnitees arising out of or incident to the conduct of PARTY B's operations under the Dealership Agreement.

乙方实施此经销商协议项下的行为而引起或附带使任何第三方或任何被赔偿人遭受的任何损害, 包括但不限于财产损害和人身伤害及附带的和后果性的损害, 进而向甲方主张任何损害赔偿的, 乙方应当赔偿并保护甲方、甲方的关联人及所有管理人员、董事、雇员及其代理人, 使其免受任何索赔、要求或诉讼(包括与之有关的律师费)的损害。

#### **14. Force Majeure 不可抗力**

Either party shall not be responsible for failure or delay to perform all or any part of this agreement due to flood, fire, earthquake, draught, war or any other events which could not be predicted, controlled, avoided or overcome by the relative party. However, the party affected by the event of Force Majeure shall inform the other parties of its occurrence in writing as soon as

possible and thereafter send a certificate of the event issued by the relevant authorities to the other party within 15 days after its occurrence.

由于水灾、火灾、地震、干旱、战争或协议一方无法预见、控制、避免和克服的其他事件导致不能或暂时不能全部或部分履行本协议，该方不负责任。但是，受不可抗力事件影响的一方须尽快将发生的事件通知另一方，并在不可抗力事件发生 15 天内将有关机构出具的不可抗力事件的证明寄交对方。

#### 15. Arbitration 仲裁

Any dispute arising from or in connection with this agreement shall be settled through friendly negotiation. If no settlement, the case shall be submitted to the China International Economic and Trade Arbitration Commission (Beijing) for arbitration, which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties. In case of existing the third party arbitration, it shall be Hong Kong International Arbitration Center.

在履行本协议过程中所有纠纷应通过友好协商解决。如无法协商解决，凡因本协议引起的或与本协议有关的任何争议，均应提交中国国际经济贸易仲裁委员会（北京），按照申请仲裁时该会实施的仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。

16. IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed by their duly authorized representative with an effective date as 27<sup>th</sup>, February, 2024 after duly understanding the contents of this agreement. This agreement is in two originals, each party holds one. The two have the same legal effects.

兹证明，本协议由双方授权代表正式确认后于 27/02/2024 签署，正本一式两份，协议双方各执一份，具有相同的法律效力。

17. This agreement is not completely matters concerned, both parties shall sign supplementary agreement through negotiations, and the supplementary agreement has the same legal effect.

本协议未尽事宜，经双方协商签订补充协议及另行规定，补充协议与本协议具有同等效力。

Party A: Truman Liu  
(Signature)

甲方: 河南耿力机械设备有限公司  
(签字) HENAN GENGLI MACHINERY CO., LTD.

Party B: Angela  
(Signature)

乙方: \_\_\_\_\_  
(签字)

