



AGENCY AGREEMENT

This Agreement made and entered into Date By and between **Shaanxi UDC Materials Technology Co.,Ltd** (Hereafter referred as "**the Company**"), a corporation duly organized and existing under the laws of People's Republic of China, having its principal place of business at No1,Hong Guang Road, WeiYang, XI'an city, Shaanxi Province, China (Phone: +86 29 84235903 ,Fax No:86-29-81338159) And Agent (Hereafter referred as "**the Agent**"), a corporation duly organized and existing under the laws of Agent Country having its principal place of business at Agent information

WITNESSETH

WHEREAS, the Company desires to appoint the Agent to assist and promote its sales activities and the Agent desires to provide such assistance and services to the Company.

NOW, THEREFORE, the parties hereto agree as follows:

Article1: Authorization:

1.1: The Company hereby appoints the Agent as its Agent Country exclusive agent for the sale of its commodities silicon carbide materials products Including the new research and development product. (hereinafter referred to as "the Commodities") to the agent.

1.2 : The agent does not be allowed to buy the same commodities silicon carbide materials products from the other suppliers of China.

1.3: The agent should supply the certificate of Incorporation to the company.

Article2: None Circumvent:

The company can not negotiate or sell directly the commodity to the agents customer or any other party's

Article3: The obligation of the the company:

3.1: The company promise quote the agent best price and service.This price is agent price.Not the sales price.(The price could be negotiated between the company and the agent once a year)

3.2: The Company should supply the Agent with information such as price, quantities, terms and conditions if the Commodities are to be sold to customers other than the Buyer listed in the same sales territory where the Agent is engaged.

3.3 The Company will supply the Commodities to the Agent in most preferred terms and conditions in the same sales territory where the Agent is engaged.

3.4: The company promise not contact and not quote directly to the agent's customer.

3.5: If the Company sells to a third party customer directly without the Agent's assistance in Pakistan, the Company agrees followings:



- A. The Company will not give a better pricing, terms and other conditions to a third party customer compared to the Agent
- B. The Company will always give better price, terms and other conditions to the Agent, compared to a third party customer in selling the Commodities in the same area where the Agent is engaged.

Article4 (The obligation of the agent)

4.1: The agent looks for potential buyers and inform the company on existing demand of the specified product specification and delivery time immediately

4.2: The agent should be supply to the company about their sales promotion planning once a season.

4.3: The company must be informed in a month earlier by the agent if it has the order purchasing.

4.4: About the down payment is 30%T/T in the first year cooperation of each order. The final payment must be finished before shipping or taking the Copy of bill of lading.The company and the agent can negotiation concrete conditions after one year business contact.

4.5: The agent should supply to the company about their customer information so that the company protect the customer information.

Article 5 (Amendment)

This agreement can be amended partially if agreed between the Company and the Agent. The revised agreement only comes into force after the two parties affix seals on it to confirm.

Article 6 (Duration)

This Agreement shall be effective for an period of 3 year from the date on which it is executed. The company and the agent can discuss the subsequent cooperation after 3 year

Article 7 (Dispute and Governing Law)

7.1: Should any dispute arise as to interpretation of this Agreement, it shall be settled by mutual consultations by parties.

7.2: This Agreement shall be interpreted and governed by the laws of the People's Republic of China.

Article8 (Other conditions)

8.1: Oral negotiations and correspondence held between the Parties before signing the Agreement after signing the Agreement shall be considered void..

8.2: All amendments and changes to the Agreement are considered valid if they are made in written form and are signed by both Parties

8.3: Neither of the Parties has the right to transfer its rights and obligations under the Agreement to a third party without the prior written consent of the other Party.

8.4: Either Party is entitled to annul this Agreement with no consequences if other Party fails to fulfill partly or in full its obligations under the Agreement



Legal Information of the Parties:

The company:

Shaanxi UDC Materials Technology Co.,Ltd
No1,Hong Guang Road, WeiYang, XI'an, China
Phone:+862984235903
Fax No:86-29-81338159

The agent: