

# AGENCY AGREEMENT NO. 19/240718

Bulgaria, Sofia

24.04.2018,

ATLANTIC INTERNATIONAL FINANCE AND LOAN LIMITED, Gibraltar, hereinafter to be referred to as the "Client", in the person of Mr. Stephane Leon Deceulener, General Director, acting on the basis of Statute, on the one hand, and KOLMAX LTD, Bulgaria, hereinafter to be referred to as the "Exclusive Agent", "Agent" in short, in the person of Mr. Maxim Zaharkiv, on the other hand, have concluded the following Agreement:

## 1. Subject of the Agreement.

1.1. The Client entrusts, and the Agent assumes the obligation to represent the interests of the Client and contribute to the promotion of the Client's products on the territory of Bulgaria. The agent is an exclusive partner with the exclusive right to implement, promote, advertise and other events conducted by the Client in the territory of Bulgaria.

## 2. Rights and obligations of the Parties.

### 2.1 Obligations of the Client:

2.1.1 The Client is obliged to process in due time and to submit through the Agent the commercial offers based on the enquiries, different kinds of tenders and direct orders received from the buyers due to Agent's assistance.

2.1.2 The Client undertakes to provide all necessary data, as well as documentation and related materials for the products manufactured by the Customer, for the purpose of joint preparation of contract documentation, negotiation with Buyers, signing of Contracts and / or obtaining Purchase Orders.

2.1.3 The Client undertakes to take part in conducting commercial negotiations by sending his specialists to Bulgaria at the request of the Agent, and also to conduct training of personnel determined by the Agent for application and maintenance at his own expense.

2.1.4 The Client undertakes to pay the Agent a fee after each transaction, in the order and amount agreed by both Parties and specified in the Annexes, which are an integral part of this Agreement.

2.1.5. The Client undertakes, during the term of the agreement, not to carry out activities similar to the activities of the Agent under the Agreement on the territory completely or partially coinciding with the territory of the Agent.

2.1.6. The Client is obliged to issue to the Agent a document confirming the status of his exclusive representative in the territory of Bulgaria.

2.1.7. The Client is obliged to appoint a responsible representative who, on behalf of the Client, participates in resolving issues arising in connection with the implementation of the Agreement, having issued a power of attorney in his name. The original or a copy of the power of attorney with the signature sample of the responsible representative, authenticated by the Client, must be sent to the Agent not later than 7 (seven) calendar days from the date of signing the Agreement. Contact details of the responsible representative, namely:

- name and surname;
- address of physical location;
- contact phone number;

- e-mail address specify in section 8 of this Agreement.

## 2.2 Obligations of the Agent:

2.2.1 The Agent is obliged to make a marketing search and to assist to obtain the orders from Bulgaria for the projects of supply of products being produced by the Client.

2.2.2 In advance to provide the Client with complete and sufficient information on upcoming schemes of participation, requests and tender notices that may be of commercial interest to the Client, timely provide the Client with tender materials.

2.2.3 The Agent is to speed up and push forward the process of receiving orders for the Client by permanent contact with the anticipated buyers of the products supplied by the Client.

2.2.4 After having received the commercial offers for supply of the products produced by the Client, the Agent is obliged to speed up opening of financing by the buyer in the Client's favor within the shortest period of time and in accordance with the conditions of the signed Contract / Purchase order, and permanently inform the Client of the progress of this process.

2.2.5 In the course of preparation and performance of the Contract / Purchase order, the Agent is to carry out the coordinating activities and operative communication between the Client and the Buyer.

2.2.6 The Agent must appoint a responsible representative who, on behalf of the Client, participates in resolving issues arising in connection with the implementation of the Agreement, having issued a power of attorney in his name. The original or a copy of the power of attorney with the signature sample of the responsible representative, authenticated by the Client, must be sent to the Agent not later than 7 (seven) calendar days from the date of signing the Agreement. Contact details of the responsible representative, namely:

- name and surname;
- address of physical location;
- contact phone number;
- e-mail address specify in section 8 of this Agreement.

## **3. Commission fee.**

2.3 Commission fee will be paid to the Agent in U.S. Dollars or in EURO.

2.4 The amount of remuneration to the Agent will be a fixed amount or an agreed amount as a percentage of the total cost of the products delivered by the Client for each signed contract / order and can only be changed with the consent of both parties.

2.5 The Client undertakes to transfer the agency fee to the Agent's account within 3 (three) banking days after the payments for the products sold to the Buyers with the assistance of the Agent have been made by the Buyer (s).

## **4. Force Majeure.**

4.1 Either of the Parties or both Parties are absolved from their responsibilities for partial or full non-fulfillment of their obligations under this Agreement or in connection with it should such a non-fulfillment is appeared to be resulting from force-majeure circumstances.

Extent and interpretation of "force-majeure circumstances" should be as stated in the last "Incoterms" publication with relevant amendments and additions to it. Performance time and validity date of this Agreement will be therefore prolonged for the period during which such circumstances last.

4.2 The Party for which it becomes impossible to fulfill the obligations under this Agreement should immediately inform the other Party in written form about commencement and cessation of the said circumstances not later than 10 days since the moment of their commencement or termination.

Non-notification about force-majeure circumstances in due time will deprive the relevant Party of the right to refer on them in future.

4.3 The Certificates of appropriate Chambers of Commerce of Ukraine or England will serve as a proper evidence of commencement, duration and cessation of the above circumstances.

## **5. Settlement of disputes.**

5.1. Both parties are to take all measures in disputes and disagreements settlement, which may arise out of or in connection with the Contract by negotiations in amicable way. If the parties fail to solve disputes and disagreements by amicable way, the case will be referred to the Her Majesty's High Court of Justice in England, London. The language of the court procedure – English.

5.2. The material and processual right of Bulgaria is applied in settlement of disputes arisen in connection with the England.

## **6. Validity period.**

6.1 The present Agreement comes into force from the moment of its signing by both Parties and is valid until December 31, 2018, with the automatic prolongation of the validity for the next year in the absence of a written notification by one of the Parties about the suspension of this Agreement.

6.2. Any Party may unilaterally terminate this Agreement by sending written notification to the other Party within 90 calendar days.

## **7. General provisions.**

7.1 Amendments and addendums to the present Agreement are valid only if made in writing and signed by the authorized representatives of negotiating Parties.

7.2 After the termination of this Agreement, the Parties will perform previously contractual and contractual obligations to implement the terms of the Agreement until their full completion and mutual settlements of the parties.

7.3 The Agent is not entitled to assign his obligations for performance of the present Agreement or any part of this Agreement to any third parties without written permission of the Client.

7.4 The Client is not entitled to assign his obligations for performance of the present Agreement or any part of this Agreement to any third parties without written permission of the Agent.

7.5 All aspects not covered by this Agreement are governed by the substantive and procedural law of Bulgaria.

7.6 This Agreement is signed in two copies in English, each copy for each Party, two copies have equal legal force.

## 8. Legal addresses of the Parties. .

### AGENT:

KOLMAX LTD

Address: the city of Bourgas, ulitsa Tsar Simeon 1, building 44, floor 2

EIK/БУЛСТАТ 200034620

IBAN: BG75TTBB94001528339087

Responsible representative: Zakharkiv Maksim, Bulgaria, Sofia, Stolichna community, Zh.K. Mladost 186 floor 3, apartment 8

Tel: (+359)8765-33-682

Signature:



Zakharkiv Maksim



### CLIENT:

ATLANTIC INTERNATIONAL FINANCE AND LOAN LIMITED, 09996001

ordinance with registered office at Suite 2b, Centre Plaza, Main Street, Gibraltar.

Gibraltar International Bank Limited, PO Box 1375, Ince's House, 310 Main Street, Gibraltar

IBAN: GI25 GIBK 0000 0099 9600 001

Sort Code: 608314

Swift Code: GIBKGIGI

Responsible representative: Stephane Leon Deceulener

Tel: (003462-121-49-74

email: [support@atlantico-network.io](mailto:support@atlantico-network.io)

Signature:

Stephane Leon Deceulener.

