

## **Exclusive AGENCY AGREEMENT**

Between

**LANZHOU PETROCHEMICAL EQUIPMENT COMPANY  
OF CNPC Bohai Equipment Manufacturing Co., LTD. (CNPC EQUIPMENT)**

Address: 1111 EAST RING ROAD, XIGU DISTRICT, LANZHOU CITY, GANSU PROVINCE  
+086-0931-7849737  
lljxc\_national@163.com  
bhzblljxc.com

Hereinafter called “**VENDOR**”

And

**Qian Sanat Paydar Andish Co.**

Address: Unit 2, No. 14, Jahan Mehr St., Fathi Shaghagi., Tehran, Iran  
Tel: +982141692 Or +989125454800  
Email: salehi@qian-co.com or salehi1986@gmail.com  
Website: Qian-co.com

Hereinafter called the “**Exclusive AGENT in Iran**”

LANZHOU PETROCHEMICAL EQUIPMENT COMPANY  
OF CNPC Bohai Equipment Manufacturing Co., LTD.  
signature & Stamp 

Agreement No.: N-I-2402

Qian Sanat paydar Andish ( Hossein Salehi )  
signature 

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This Agreement (hereinafter referred to as the "Agreement") made and entered into on the 14th March 2024

By and between;

VENDOR, VENDOR Company specializes in integrated engineering, Manufacturing and Construction with most competitive Technology, to be applied in the Oil & Gas & Refinery & petrochemical Plant and Energy Industry as FCCU and DCU Valves and Equipment and Gas Expander and Turbin or product in catalogue and Vendor website.

And whereas

AGENT is an Hossein Salehi on behalf of Qian sanat paydar andish Co.

Both Parties therefore decide to promote their mutual interests and agree that VENDOR authorizes the AGENT to promote VENDOR's business within the Islamic Republic of Iran "hereinafter referred to as TERRITORY". (NOTE: TERRITORY is just except Isfahan FCCU valves) AGENT shall introduce potential tenders and projects to VENDOR and AGENT shall act as AGENT within the TERRITORY on exclusive basis for the CLIENTS agreed between the parties (in future with both side of vendor and agent they can add and develop other project and place to TERRITORY by amendment to this agreement). The written acceptance of VENDORX for each PROJECT introduced by the AGENT Any company that purchases VENDORX's PRODUCTS for the PROJECT shall be hereinafter referred to as CLIENT.

NOW, THEREFORE, the Parties hereby agree as follows:

## 1. OBLIGATIONS OF THE AGENT

- 1.1 To use its best efforts to promote in the TERRITORY or CLIENT the sales of products designed and/or manufactured by VENDOR.
- 1.2 To take care, during the post-contract activities that the exchange of information and documents between VENDORX and the CLIENT in the TERRITORY will be complete and within the contractual terms.
- 1.3 If requested in writing by VENDOR, the AGENT shall assist and advise VENDOR in collecting payments due from the CLIENT in the TERRITORY and render assistance in connection with any claim, litigation or other proceeding arising in connection with the CLIENT in the TERRITORY.
- 1.4 The AGENT shall endeavor, if needed, to obtain from the CLIENT in the TERRITORY, qualifying certificates of VENDOR's activities, licenses to obtain or divulge advertising information and whatever could be useful to VENDOR.
- 1.5 The AGENT main tasks will be:
  - A. To assist VENDOR with PROJECTS in the TERRITORY
  - B. To assist for qualifying VENDOR with the agreed EPC and End Users within the TERRITORY.
  - C. Compliance with the actions considering this document as a life document within the life of the agreement.

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- 1.6 The AGENT shall operate independently and without any power or authority to bind or commit VENDOR to any obligations or contract. However, VENDOR may, case by case upon a written authorization, entrust the AGENT to sign contracts on its behalf.
- 1.7 The AGENT will assist VENDOR during all the purchase order contract, executions up to the release of Final Acceptance Certificates and the consequent release of Performance Bonds in due time for the purchase order contracts from the CLIENTS awarded under the present Agreement, being understood that VENDOR will take care of the technical aspects of the projects.
- 1.8 The AGENT undertakes to bear all expenses related to its own activities such as, but not limited to, the following:
- Cost of Custom Clearances, Bank Guarantees, Exchanging RLS to VENDOR announce account, Transportation and local taxes.
  - Other expenses and/or contingencies not related with VENDOR's business in the TERRITORY.
- 1.9 The AGENT will assist VENDORX in the registration process in Oil & Gas Entities (End users and EPC contractors) Approved Vendor Lists (AVLs) where mutually agreed.

## 2. OBLIGATIONS OF VENDOR

- 2.1 To assist the AGENT with the Sales promotion of THE PRODUCTS by providing literature and sales aids and to give adequate technical support and assistance in the sales of THE PRODUCTS to the customers. Needless to say that, VENDORX will provide the AGENT with a copy of cover letters of all Enquiries originated in the TERRITORY; only in the case the AGENT is actively involved in such Enquiries and copy of all the bids to enable the AGENT to perform his work in a timely and productive way.
- 2.2 In some requests or Project, the agent can decide that change vendor product brand and offer or deliver goods with agent brand or other brands.
- 2.3 VENDOR will promptly inform and agree with the AGENT the strategy to be implemented for the final consecution of the projects in the TERRITORY or CLIENT.
- 2.4 For the clients outside the exclusivity list VENDOR will inform about the final conditions of the Purchase Order.
- NOTE: whereas some customers will change the End-User and announcing False-End-user out side Iran, and in the same time agent has been marketing the project with real End-User. The VENDOR is obliged to verifying false end-user through datasheet and other related documents. Also if vendor will receive any inquiry out of iran and if will possible to know that related to Iran by anyway, then vendor must introduce agent to that applicant inquiry company for follow up of agent
- 2.5 VENDOR will support AGENT with all available documents requested for qualification process within the different Clients.
- 2.6 For the clients outside the exclusivity list VENDOR will immediately inform the AGENT when it receives the inquiry for PROJECTS from the CLIENT, for the projects where both parties have committed to work together.

## 3. GENERAL PROVISIONS

- 3.1 VENDORx and the AGENT shall not, without prior mutual written consent, disclose to Third Parties any information relevant to the activities of both Companies, or of Third Parties, exchanged during the validity period of this Agreement unless clearly non-

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confidential or officially known to Third Parties. This engagement of reciprocal confidentiality shall remain in force for two years after effective and definite termination of this Agreement.

#### 4. COMPENSATION

- 4.1 VENDOR shall compensate the AGENT for all the purchase order contracts that VENDOR receives directly from the CLIENTS in the TERRITORY and AGENT will be aware for this PO and they will continue technical and commercial negotiation with Client.
- 4.2 VENDOR only submit its own commercial quotation to AGENT and AGENT will act according to its own policies to take benefit based on VENDOR commercial quotation.

#### 5. LIFE OF THE AGREEMENT

- 5.1 This Agreement is enforced starting from March 13th, 2024.
- 5.2 The duration of this Agreement shall be for a period of 2 years At the end of this term, the Contract shall be renewed by written notice (agreed between the parties) for an additional period of twelve (12) months, except if terminated by either Party with a one-month prior written notice to the other party.
- 5.3 At the expiry date of this agreement all obligations undertaken shall terminate except the following:
- 5.3.1 Confidentiality according to article 3.1 above.
- 5.3.2 Outstanding rights on existing Purchase Order Contracts and Tenders offers submitted during this agreement and VENDOR gets awarded such tenders.

#### 6 EXECUTION

- 6.1 This Agreement shall be governed by the substantive Law of Switzerland. and executed in 2 original identical copies, one for each Party.
- 6.2 This contract has been written in English.
- 6.3 All disputes arising out of or in connection with the present contract shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of Arbitration shall be Switzerland, and the language of arbitration shall be English.
- 6.4 All notices or official communications should be in English language in writing by registered Email and are to be given to their respective domicile.
- 6.5 This agreement covers all orders that will be awarded from Client based in the TERRITORY, as per article 4 above, as a result of quotations issued by VENDOR.
- 6.6 The AGENT might provide for office accommodation in their premises during Tender and Job development within this Agency Agreement.
- 6.7 VENDOR reserves the right to add more products to 'Annexure I' be mutually agreed by VENDOR and Agent.
- 6.8 Due to the nature of the products, with different design case by case, the price shall be indicated in each quotation with the relevant validity.
- 6.9 Should the collaboration agreed between the two parties (VENDOR and Client) be terminated because negotiations on a project were unsuccessful or for any reason whatsoever, or should the Client renounce to the implementation of the Project, all the

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expenses borne by the two Parties will be solely at their own charge separately other than costs generated under the terms hereof during the term of this agreement.

## 7. TERMINATION OF THE AGREEMENT

- 7.1 Either Party will be entitled to terminate this Agreement by written notice to the other if:
- that other Party commits a material breach of this Agreement which is not remedied within 30 days of receipt of written notice by the other Party for the relevant Party to remedy the breach
  - That other Party suffers a Bankruptcy Event;
  - That other Party ceases, or threatens to cease, to carry on business.
- 7.2 VENDOR shall be entitled to terminate this Agreement immediately if the AGENT is prevented for any reason from performing the AGENT's Obligations for one consecutive month.

## 8. ENTIRE AGREEMENT

- 8.1 This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject.
- 8.2 Any modifications to this Agreement shall only be valid and legally binding if it is in an official instrument in writing signed and stamped by duly authorized representatives of the Company and the AGENT.
- 8.3 Electronic Documents and emails are accepted for the means of expediency.

## 9. NOTICE

- 9.1 All communications between VENDOR, AGENT shall be in writing only and in English by airmail, email .

**VENDOR:**

ljxc\_national@163.com

**AGENT:**

Salehi1986@gmail.com

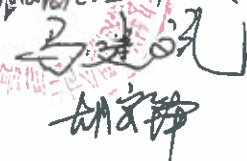
IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of:  
**VENDOR**

By: Mr. Ma

Date: 14. March. 2024

Signature:

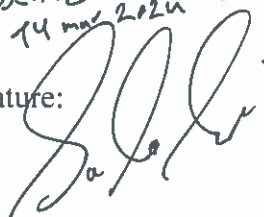


Signed for and on behalf of:

Agent  
By: Mr. Hossein Salehi - Qian Sanat paydar Andish

Date: 14 mar 2024

Signature:



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