



Flameproof
Motors

Subject: **GENTLEMEN AGREEMENT**

27th November 2018

Dear Sirs,

Herewith we propose the following gentleman agreement for business cooperation between Priority Services LLP and CEMP Srl (CEMP).

CEMP hereby appoints Priority Services LLP as its Agent & Distributor for the promotion and the sale of the Products, in the Territory, for the following list of products:

- CEMP Flameproof motors
- CEMP Non-sparking motors
- CEMP Flameproof brake motors
- CEMP Flameproof pumps

1. The duration of this agreement shall be 12 months from date of signature, this agreement can be terminated upon Three months written notice which may be given by either party.
2. Whenever market condition suggests doing so, Priority Services LLP may act as an agent on commission basis. Sales Conditions and commission amounts will be discussed on project basis.
3. Priority Services LLP will utilize its resources and endeavors to promote and pursue business for CEMP in the Territory in the market for Motors for Hazardous locations.
4. CEMP will assist Priority Services LLP in every possible way to achieve market penetration.
5. Priority Services LLP will assist CEMP to be listed with his brand on all Government Offices or Agencies, Oil and Gas Companies as well as Petrochemical Companies, Chemical Companies and Power Plants.
6. This Agreement can be cancelled by CEMP without any notice if it has the proof and evidence that Priority Services LLP is working with other companies in competition with CEMP, or in case Priority Services LLP will not honor its payment liabilities.
7. This Agreement shall be deemed to be made in Italy and shall be governed by and construed in accordance with Italian Law; should any dispute arising relating to the Agreement not be settled by the parties within six weeks of the original notification of the matter, the parties agree that it shall be finally settled by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The place of arbitration shall be in Milan, the language of the proceedings shall be in English
8. Priority Services LLP shall not use in any way, interfere with, and shall neither have nor acquire any rights to the Principal's or its affiliates' trademarks, trade-names, patents, designs, or other intellectual property. Priority Services LLP undertakes not to use any of CEMP or its affiliates trademarks or trade-names on its business cards, publicity material or otherwise unless a separate written authorization is granted by CEMP
9. This agreement is signed in two copies and each is considered as the original.

For acceptance and approval

Stefano Marchiando
For and behalf of
Cemp Srl

Gulmira Kayupova
For and on behalf of
Priority Services LLP

