

Agency Agreement

CHAPTER I Subject matter of the "Contract"

The firm **FLUX-GERÄTE GMBH**
Talweg 12
D-75433 MAULBRONN

which is hereinafter called „FLUX“ and
which is the "Manufacturer" of the „Products“

appoints **HEILNA Trade GmbH**
Rathenaustraße 21 A
63263 Neu-Isenburg, Germany

which is hereinafter called Distributor

to be their non-exclusive
"Distributor" in **P.R. China, for the following provinces:**
Heilongjiang, Jilin, Liaoning, Hebei, Shandong, Beijing, Tianjin

which is hereinafter referred to as „Territory/Applications“

for the following products: **as per Schedule 1**

which is hereinafter referred to as „Products“.

CHAPTER II Duties of the Distributor

Article 1. Legal situation of the Distributor

DISTRIBUTOR shall buy and sell Products in their own name and for their own account. DISTRIBUTOR as contract partner of FLUX is HEILNA Trade GmbH, Rathenaustraße 21 A, 63236 Neu-Isenburg, Germany. Nevertheless, the products will be provided in the local market China via the following affiliated company:

Dalian Leader Fluid Control Technology Co., Ltd.
No. 5, Luohu Road, Dalian Free Trade Zone, Postcode 116600, P.R. China

DISTRIBUTOR shall act as an independent trader towards both FLUX as well as the customers. DISTRIBUTOR shall effectively promote the sale of the Products in the Territory/Applications, without being authorised to act in the name of FLUX. Furthermore, DISTRIBUTOR shall safeguard the interests of FLUX with the due diligence of a responsible businessman and shall always keep FLUX informed of their activities as well as of the market conditions within the Territory/Applications.

CHAPTER VIII
Miscellaneous Provisions

Article 25.

Law applicable - Governing version & Dispute settlement

The Contract shall be governed by the law of the registered office of FLUX. The version in the English language of the Contract shall be the governing version.

It is mutually agreed that legal interpretation of this agreement, and the terms hereof shall be construed in accordance with the laws of the Federal Republic of Germany.

All disputes arising in connection with this Agreement or in respect of its validity shall be conclusively resolved in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) as applicable at the time of commencement of proceedings, excluding the ordinary courts. The arbitral tribunal shall be comprised of three members. The seat of the arbitration is Stuttgart. The language of the Arbitration shall be English, whereby materials may be submitted in German. Where mandatory applicable law requires that a decision on a matter arising under or in connection with this Agreement or its performance be decided by the Ordinary courts shall be Stuttgart.

Article 26.

Modifications and amendments

All modifications and amendments to this Contract must be made in writing. Verbal arrangements are not valid.

CHAPTER IX
Additional stipulations

The Contract is written in English language and comprises one copy for every party.

Schedule 1	Products
Schedule 2	Terms of delivery and payment
Schedule 3	Prices
Schedule 4	Long Term Target Agreement


Maulbronn, January 20, 2021


Neu-Isenburg,

FLUX-GERÄTE GMBH

HEILNA Trade GmbH


.....
Klaus Hahn
Managing Director


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Jürgen Rabenseifner
General Sales Manager


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Yanan Dong
General Manager
04/02/2021

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