

EXCLUSIVE DEALER AGREEMENT

This Agreement is made among the interested parties based on equality and mutual benefits to develop business on mutually agreed terms, namely:

1. The interested parties

Manufacturer Sumy State University (Sumy, Ukraine) (hereinafter referred to as Party A)

Agent: China Uni-Intellectfold (Beijing) Technology Co., Ltd

(中联智流(北京)科技有限公司)

(hereinafter referred to as Party B)

2. Appointment of Exclusive Dealer

Party A hereby designates Party B as the only company in the market of China and other Asian countries that promotes, sells, and after-sales services of pumping and thermomechanical equipment for nuclear power plants and spare parts for it.

Product: pumping and thermomechanical equipment for nuclear power plants and spare parts for it produced by Party A

Territory: In Chinese and foreign projects are implemented through Chinese customers

3. Validity of Agreement

The term of this dealer agreement is 5 years, from the date of its signing to the end of the 2026 () 03-31. By agreement between the parties after its expiration, the dealer agreement may be terminated or extended.

4. Price Terms

Price: Party A provides an economically reasonable price for the product for Party B to ensure long-term cooperation and joint development.

4.1 As soon as Party A has mastered the new products, it will inform Party B by email.

4.2 The economically reasonable price is agreed by both parties for each project separately.

5. Orders Confirmation

Party A will sell the product to Party B in the quantity and at the price determined for each transaction, in accordance with the terms of this agreement and the concluded supply agreements to ensure its further sale by the dealer.

6. Liability of two parties

6.1 Party A must provide Party B with technical materials and publicity materials needed to search for orders for Product.

6.2 Party A must provide technical training and other related support to Party B.

6.3 If required by customers or projects, Party A must cooperate with Party B during the production inspection.

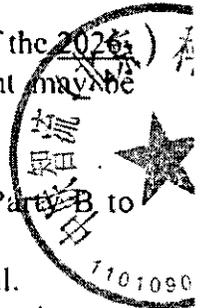
6.4 Party A transfers, ships, and replaces goods with quality problems in accordance with the terms of additional (separate) financial agreements for production and supply concluded between the Parties.

6.5 Party A guarantees the exclusive right to sell to Party B in China and other Asian countries, if other customers from such countries request or order directly from Party A, Party A guides the customer to Party B for contact.

6.6 Party B must actively promote the sale of products to implement the terms of this agreement.

6.7 Party B must not sell counterfeit and defective products, or products that are not a subject to this agreement under the guise of products manufactured by Party A.

6.8 Party B must strictly keep Party A's business secrets such as products quotation, technical data and cooperation mode confidential, and any business activities of Party B shall not damage Party A's reputation.



7. Intellectual Property Protection

Party B is responsible for granting patent protection for pumping equipment for nuclear power plants and spare parts for it manufactured by Party A on the territory of sale of products.

8. Party A has the right to deprive Party B of its status of exclusive dealer of products on the territory in case of violation by Party B of the terms of this agreement, in particular:

- discrediting the trademark;
- sale of products outside the territory defined by this agreement.

In case of violation by Party B of paragraph 8 of this Agreement, Party A has the right to terminate it unilaterally by notifying Party B in writing. Party A shall send a notice to Party B at the address specified in the agreement at least 60 days before the scheduled date. Termination of this agreement. In this case, the agreement will be considered terminated from the date specified in the notice.

9. Others

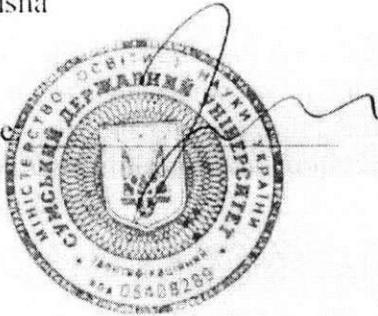
In case of disagreement between the Parties, disputes arising out of or in connection with this Agreement, including its conclusion, interpretation, performance, violation, termination or invalidity, shall be settled in the International Commercial Arbitration Court.

This agreement is concluded in 2 copies in English, one copy for each of the parties having equal legal force.

Party A :
Sumy State University
2, Rymyskogo-Korsakova st., 40007
Sumy, Ukraine
info@sci.sumdui.edu.ua

Rector
V. Karpusha

Signature: _____



Party B: China Uni-Intellectfol (Beijing)
Technology Co.,Ltd
(中联智流(北京)科技有限公司)

Chairman of Board & CEO
Yuan Shengyong

Signature: _____

