

SUECS Industrial Technology Consult with: <u>business@suecs.com</u> http//: <u>www.suecs.com</u>

Ref No. SCS@R ARKA-IRAN01

SCS@R Associated Business Agreement -SUECS Franchised Agency

Between

Party A: SUECS Industrial Technology G o

&

Party B: FANAVARAN Energy ARKA IRAN

Highly Confidential

November 7, 2021

فن آوران انرژی آرکا شماره ثبت : ۵۴۰۱۴۴

This Agreement is stipulated on the basis of equality and mutual benefit between two parties of Party A and Party B and will be consigned into validation once with both authorized signatures and legal confirmation.

Party A: SUECS Industrial Technology Group

Authorized Legal Registered Entity: <u>SIP SUECS Industrial Environmental Technology</u>, hereafter as <u>SUECS</u> or <u>Party A</u> with its legal registered location at <u>No. 8, Jingu Road</u>, <u>Suzhou Industrial Park, Jiangsu, P.R China</u>.

Party B: FANAVARAN Engergy IRAN, hereafter as Party B with its primary address of Iran

Whereby both **<u>Party A</u>** and <u>**Party B**</u> mutually understand each Articles or Items and agree to comply with as follows:

Article I. GENERAL

During the validity of this Agreement, hereby <u>Party B</u> is assigned by <u>Party A</u> or SUECS as its <u>SCS@R Franchised Business Development Agency</u> at specific area inside Article II,, and <u>Party B</u> agree to accept such assignment and due work guiding from SUECS.

Article II. Working Country Region Area

Normal Working Country Region Area: Iran and nearby countries

Article II. Responsibilities or Duty

- 1) Both Parties agree to comply with localized law, rules and regulations, and respect local social and people cultures. If there is any other option, all parties will consult professionals and communicate sufficiently. ...
- 2) As of SUECS Franchised Business Agency, Party B agrees to accept SCS@R Accreditation Audit yearly, which could be arranged and charged by SUECS in accordance to SUECS regulations or other agreement.
- 3) As of 3rd Party Service Provider, SUECS always each related parties to contact and communicate by direct team way. Party B fully understands and agrees to work accordingly at all activities, except of other agreement.
- 4) During contracted work scope, both parties have to respect other party's due Intellectual Property and Commercial Secret Protection Rights, and agree to comply with due requirements as specified at Article VIII.

Article V. Work Scope Description

Party B may conduct following works in support of SUECS guide, such as:

- 1. Sell SCS@R Accredited Products or Service at specified industrial city areas by Direct or Reselling way.
- 2. Introduce new SCS@R Products into SCS@R Accredited Categories;
- 3. Provide localized supports to SUECS customer or other business activities.



Article VII. Compensation, Reward & Expenses

1) Reward or Compensation

<u>SCS@R Product Direct Selling</u>: Party A will give Part B certain compensation according to Party B's efforts and contribution (Normally 30% of SUECS margin charge);

<u>SCS@R Reselling</u>: Party B should resell in accordance with due common or specific SUECS agreement requirements;

<u>Non-SCS@R Selling</u>: this is much more depended upon case by case agreement; <u>New SCS@R Introducing</u>: Party B will get certain award (normally 30% of SCS@R Certificating Fee each time);

<u>Customer supporting work</u>: <u>Party B</u> will be compensated by <u>Party A</u> in accordance with due SUECS regulation or special agreement.

2) Other Expenses_

All expenses and disbursements on business market development such as cabling, traveling, accommodation and other expenses shall be concluded by <u>Party B</u> account except of <u>Party A</u> specially invited or requested. It might be communicated and specified at other agreement.

Article VIII. IPP Intellectual Property Protection

It is essentially requested that all related parties should fully comply with IPP Documentation Grading and Protection Policy, and any intentional violation will be concluded as Several Nonconformity.

Normally IPP Grade and Code is classified as:

- E: Extremely Confidential ------Delete after Reading;
- H: Highly Confidential -----Between Sender & Intended Receiver;
- C: Confidential—able to communicate or share within specific or defined scope;
- N: Normal-----self-decide;
- *P: Public*-----able to distribute or publish publically;

Article IX. Validity, Extension or Termination

This Agreement will be validated once both <u>**Party A</u> & <u>Party B**</u> consigned by legally authorized or stamp confirmation. The valid period is one year. After that, it needs to conduct SCS@R Accrediting Audit again.</u>

Once any inconsistence is recurred between English and Chinese versions, its Chinese description will be recognized finally.

This Agreement could be terminated naturally if:

1) One Party refuses or ignores other Party's communication requests continuously (normally more than 3 times) without any reasonable explanation.

2) Incapable or unable to carry out each work agreement or requirement, see details in its document.

3) Normally it is possible and acceptable to inform other party of their withdrawal in advance of ONE month but it needs writing confirmation on all necessary transaction clearly

4) Other unexpected and uncontrollable external situations, such as legal restriction,

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individual health condition, or other severity condition.

Party A: SUECS:

SIP SUECS Industrial Environmental Technology Co., Ltd (a Subsidiary of SUECS Industrial Technology Group) Legal Credit No.: 913205940869374779 Consigned by Authorized Representative: Mr. Steven Min Consigned by: Legal Address: No.198 Xingdu RD, SIP, Suzhou, R.R. Chira, 215021, 115021 Website: www.suecs.com Mail: business@suecs.com DATE: Sunday, November 7, 2021

Party B: <u>Franchiser</u> FANAVARAN Energy ARKA IRAN Legal Register No.: Consigned by Authorized Representative: Mr. Milad Darvish Signature or Stamped: Contact Address: NO2,GOLESTAN AVE,WEST COMPLEX, TEHRAN,IRAN Phone: 00989123861549 E-mail: INFO@ENERGYARKA.COM Website: WWW.ENERGYARKA.COM DATE: Sunday, November 7, 2021

آركا	فن آوران انرژی	
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