

# LIMITED LIABILITY COMPANY

## «PLAY WOOD»

04205, 1-B Obolonsky Avenue, Kyiv, Ukraine. Code EDRPOU 40873420

IBAN UA633226690000026001300524608 Branch №10026/0143 JSC Oschadbank, MFO 322669, Individual Tax Number  
408734226547

Ref. 1-300420 dd 30.04.2020

TO WHOM IT MAY CONCERN

Hereby we confirm that STKR BAJOLIKA PLUS, located at 2, Žitni trg, 23000 Zrenjanin, Serbia, represented by the owner Darko Divljakov, has the official status of agent on behalf of PLAY WOOD LLC to represent, promote and act on territory of Republic Serbia in any commercial purpose relating to sales of PLAY WOOD products.

The valid time of present authorization is 1 year.

Best regards

Oleksandr Prasol

Director

PLAY WOOD LLC



Agency Agreement STKR BAJOLIKA PLUS - PLAY WOOD LLC  
concluded on 30.04.2020 by and between:

**PLAY WOOD LLC**

04205, 1-B Obolonsky Avenue, Kyiv, Ukraine

VAT No.: 408734226547

represented by: director Oleksandr Prasol

as the Manufacturer

and

**STKR BAJOLIKA PLUS** seated at 2, Žitni trg, 23000 Zrenjanin, Serbia

VAT No.: 103677158

represented by: Darko Divljakov – Owner

as the Agent

**Art. 1**

The purpose of this Agreement is to define the principles of cooperation between the Parties in respect of purchasing, marketing and distribution of the Products of the Manufacturer in the Territory under the terms of this Agreement.

For the purposes of this Agreement, the Parties give the following meanings to the terms used herein and mentioned below:

a) "Products" shall mean the products of the Manufacturer as specified in price list to this Agreement;

b) "Territory" shall mean the area of Republic of Serbia.

**Art. 2**

**Obligations of the Agent**

During the term of this Agreement, the Agent undertakes:

a) to promote the Manufacturer's brand in the Territory;

b) to promote the Products in the Territory and do the best to expand the sales of the Products to all prospective purchasers by all available means and not do anything that may disturb or interfere with such sales;

c) to provide the Manufacturer with all relevant information from the market in the Territory, which may be helpful in commercial and development activities with regard to the Manufacturer's offer;

d) refrain from seeking buyers for the Products outside the Territory (unless with the prior written consent of the Manufacturer);

e) not to make any representations or enter into any commitments on behalf of the Manufacturer, without the prior written consent of the Manufacturer.

**Art. 3**

**Obligations of the Manufacturer**

The Manufacturer undertakes during the term of this Agreement to:

a) provide on a regular basis any information which is necessary for or helpful in offering the Products in the Territory;

b) Payments to the Agent shall be made in the manner specified in Article 5.

**Art. 4**

**Prices of the Products**

1. When selling the Products, the prices of the Manufacturer as specified in price list to this Agreement shall apply.

2. Other prices may apply to individual transactions or customers based on written arrangements made by the Parties.

3. The Manufacturer reserves the right to modify the official price list, and undertakes to notify the Agent of this in writing 30 days in advance.

4. Revision of price list does not need to be made as an annex or does not require acceptance of the Agent to be valid.

#### Art. 5

##### Remuneration of the Agent

1. An agent is entitled to compensation when acting as an agent in establishing contact between the buyer and the manufacturer and placing an order.

2. Agent is entitled to a commission of 5% of net value of the purchase – the commission applies to all orders placed by the customer acquired in this manner during the term of this Agreement and within 6 months after its termination, subject to point 7. The remuneration shall only be paid when the entire amount of the purchased Products has credited the Manufacturer's account, subject to point 7.

3. At the end of each month during the term of this Agreement, the Manufacturer shall draw up a statement of commissions payable to the Agent for a particular month and send it to the Agent.

4. The remuneration of the Agent shall be paid once a month, on the basis of an invoice for commission issued by the Agent. The invoice payment date is 10 days of the invoice issue date.

5. An agent is entitled to a fee (commission or bonus) from sales transactions with customers acquired independently by the manufacturer, if those transactions with customers arose as a product of the agent's work. The manufacturer is required, when making a transaction, to ask the agent if that customer has been visited by the agent.

6. For all marketing actions by manufacturers in the territory, the agent must be notified and involved.

7. The Agent shall not be entitled to any remuneration in case of termination of this Agreement by the Manufacturer due to the fault of the Agent, as a consequence of confirmed default of this Agreement or Agent's actions against the interests of the Manufacturer.

#### Art. 6

##### Duration of the Agreement

1. This agreement was concluded for an indefinite period of time from 1 May 2020.

2. The agreement may be terminated if:

a. agreement between the Parties,

b. giving a notice by either Party due to serious infringement of provisions of this Agreement by the other Party.

#### Art. 7

Any amendments to this Agreement shall be made in writing or otherwise they shall be null and void.

#### Art. 8

This Agreement was drawn up in two identical copies in English, one for each of the Parties.

#### Art. 9

In the event of a dispute arising out of or relating to the implementation or interpretation of this Agreement, the Parties shall endeavor to reach a mutually agreed solution to this dispute. If no amicable agreement is reached, the dispute will be brought to a final judgment by a joint court with jurisdiction over the agent's headquarters.

Signature of the Agent



Signature of the Manufacturer