

SERVICE PROVISION AGREEMENT No.

This multiannual Agreement has been signed this day, 01.06.2017, by and between R.E.S. TECNOLOGY S.R.L., hereinafter referred to as "Service Provider", and R.E.M. S.R.L., hereinafter referred to as "Client". They are hereinafter individually referred to as "Party" and together as "Parties", and they have agreed on the following terms:

ARTICLE 1: OBJECT OF AGREEMENT

- 1.1. Service Provider agrees to provide service on the search of new potential client in Eastern Europe, including in the Republic of Moldova.
- 1.2. Service Provider will make every effort to find new products and technologies depending on the request of the clients from the Eastern Europe.
- 1.3. Service Provider undertakes to carry out its activity on behalf of the Client, engineering works (creation of wiring diagrams Eplan, creation of software PLC Siemens and Mitsubishi, creation of a surveillance software Siemens, execution of the software with VBB and C++). All the engineering works shall be performed under the specifications sent by the Client.
- 1.4. Service Provider undertakes, according to the client's application, to provide specialized technical personnel (PLC and surveillance software technicians) for the installation and putting into service the service equipments.
- 1.5. Service Provider undertakes to install on behalf of the Client the electrical panels. The specifications on the installation of the panels will be given by the Client. The materials for the installation will be sent to Service Provider or will be sent directly by the Service Provider.
- 1.6. The place of execution of the service is considered the headquarters of the Client.

ARTICLE 2: VALUE OF AGREEMENT

- 2.1. The value of the Agreement: The Agreement has a value quantified from time to time by well-detailed offers.
- 2.2. Payment delay: The Payment will be made from time to time.
- 2.3. Some additional materials, which are to be used during the production process, will be specified in an additional list and it will be charged a separate fee depending on the costs of local market.
- 2.4. In case of failure to pay (within the agreed payment delay), the Client must pay a penalty in amount of 0.1% (percent) per day, calculated depending on the amount due and unpaid. The sanctions are due and paid by the Client before the payment of the main debt, but no more that 10% of the value of the Contract.
- 2.5. All bank charges, including of the correspondent bank outside the country of the Client, shall be paid by the Service Provider, meanwhile the payment within the territory of the Client shall be borne by the Client.
- 2.6.1 The prices are set in Euro. The price can be changed with the consent of the Parties which use the additional equipments or other unforeseen at that moment

ARTICLE 3: INSURANCE

- 3.1. Service Provider bears responsibility for any possible damages resulting from the execution of the software or the use of the delivered equipment.
- 3.2.1 The transport risk will be incurred by the Service Provider's carrier in accordance with the delivery terms. Client is responsible for the insurance of the raw material. Service Provider is responsible for the insurance of finished product delivery.
- 3.3. Service Provider is responsible for all damages caused to delivered products.
- 3.4. Client is responsible for the cost of transport covering, customs compensations and for all other expenses related to product delivery.

ARTICLE 5: DOCUMENT DELIVERY

5.1.1. The parties of the products will be accompanied by the delivery of the following documents:

- Invoice
- Packaging list
- Certificates of conformity (R.E.S. TECHNOLOGY S.R.L.)
- Certificates of origin (if necessary, it will be needed additional costs incurred by the carrier)
- International shipping letter CMR (from the Client).

ARTICLE 6: VALIDITY OF AGREEMENT

6.1. Agreement is valid since the day of its signing with duration up to 24 months and can be prolonged by the bilateral agreement of the parties.

ARTICLE 7: TERMINATION TERMS OF THE AGREEMENT

7.1. This Agreement can be terminated without the intervention of the Court and without need of other prior procedures in the following conditions:

- By consent of the parties;
- Unilaterally terminated by any of the parties with a prior notification (in written) of 30 (thirty) calendar days, sent to the other party;
- At the resolution of one of the party concerning the failure of the other party due to its commitments in this Agreement, with a prior notification of the guilty party.

ARTICLE 8: EXCEPTIONAL CIRCUMSTANCES

8.1. None of the contractual parties will be held guilty for the failure of the execution in good time and/or for the inappropriate execution, total or partial, of any obligation resulting from this Agreement when the non-execution of that obligation was caused by a force-majeure. These events represent: wars, natural disasters, strikes, legal restrictions and any other event that is out of the control of the party interested in these events. The force-majeure event should be confirmed by an appropriate notification of the Commerce and Industry Chamber.

8.2. The party invoking the above-stated event has to inform immediately and in full the other party and to take all measures to limit the consequences of that event.

8.3. In the event when the force-majeure cases are verified for a period more than 30 (thirty) calendar days, each Party will be entitled to notify the other party concerning the full termination of this Agreement, without the obligation of other party to pay damage rate, unless these damages were caused by a force-majeure.

ARTICLE 9: TRANSFER OF OWNERSHIP

9.1. The ownership, together with all associated risks concerning the products transferred from the Service provider to Client during the receipt of the Client, provided that Service Provider delivered in time and qualitatively the products without damages, according to specifications from the appropriate invoice.

ARTICLE 10: SETTLEMENT OF DISPUTES

10.1. The international private law is applied to contractual relationship between the parties.

10.2. Any dispute on this Agreement, especially concerning the conclusion, validity, interpretation, execution or termination, shall be settled by the parties in mutual benefit. Unless the parties reach a mutually acceptable result, the litigation shall be settled by the competent courts of the Republic of Moldova.

ARTICLE 11: FINAL PROVISIONS

11.1. For all aspects that are not herein stated, please consult the regulations in force provided by Italian Civil Code.

11.2. The parties can amend and/or prolong this Agreement by signing amending instruments, which will become an integral part of this Agreement.

11.3. Any discussion or letter between the parties before the signing of this Agreement and contrary to its provision is not valid anymore.

11.4.11 This Agreement is drawn up this day, on 01.06.2017, in 2 (two) originals, 1 (one) for each party.

Service Provider

R.E.S. TECNOLOGY S.R.L.

Tax code 1013600018543

Republic of Moldova, Chisinau city,

33/7, Vlaicu Pircalab Street

IBAN: MD92M02224ASV19622007100

SWIFT: MOBBMD22

CEO, Director general Alfredo Evangelisti

Client R.E.M. S.R.L

16/A Ferruccia Street

03010 Patrica (Fr) - Italia

P. iva 02240470605

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CEO, Director general Adele Pace

*Subsemnata, **Ovseannicov Corina**, I, the undersigned, **Ovseannicov Corina**, traducător autorizat (limba engleză), translator authorized in foreign languages, certific exactitatea traducerii cu textul certify the authenticity of translation into the înscrisului în original care a fost vizat de English language with the contents of the document with the body of the original instrument, which was signed by me, on 11.08.2017.*

Semnătura traducătorului
Translator's signature

