

## REPRESENTATIVE AGREEMENT

THIS AGREEMENT, made as of the Date \_\_\_\_\_, is entered into by and between ("1° Company \_\_\_\_\_ Oil Industry Technology Co., Ltd), with its principal office located ("Address/city/state/country 1° Company \_\_\_\_\_"); at Juan Manuel Niveyro DNI 22905614, passport AAF027201, commercial registered ID 20-22905614-0 AFIP, professional broker registered by ID 40040 RUCA MAGyP, from Argentina, Chaco, Barranqueras ("2° Representative"), an individual whose corporate office is situated at Barranqueras port, Chaco province, Argentina.

### 1. APPOINTMENT.

1° Company hereby appoints 2° Representative, and 2° Representative hereby accepts the appointment, as an independent 2° Representative for 1° Company upon the terms and subject to the conditions hereinafter set forth.

### 2. REPRESENTATIVE'S RESPONSIBILITIES.

(a) We connect clients with the business table of the agro-producer and commercial market of Argentina Rosario Board of Trade that are linked to the network of international suppliers such as Chicago Board of Trade.

Pricing for all Products shall be determined by 1° Company in its sole discretion whit exporter and in participation with the 2° Representative. For each Product sold by 2° Representative, and for subsequent renewals thereof, 2° Representative shall be entitled to receive a commission in accordance with the terms and provisions of Section 4.

(b) The obligations of the 2° Representative are present the 1° Company to agro-exporters and ac1° Company, facilitate, and help the 1° Company throughout the acquisition process of agro-products and derivatives of the Argentine agro-industry.

(c) The duration of this agreement for the use of influence of the 2° Representative over agricultural exporters will be for a period of one year.

(d) The 2° Representative will assume his influence over the Argentine agricultural exporters for the 1° Company for a period of three months.

(e) In the period of three months, the 2° Representative has the obligation to influence the agricultural exporters so that the client, the 1° Company, agrees to negotiate directly with the registered exporters.

(f) The 2° Representative is not responsible for the purchase conditions presented by the agro-exporters to the client 1° Company

### 3. COMPANY'S RESPONSIBILITIES.

(a) The Client 1° Company has the obligation to take one of the three procedures detailed in section 4 For any of the three procedures, the client must prove identity, economic, credit, financial and commercial capacity.

(b) You must submit digital information certified by qualifying agencies of your country of origin. This digital documentation will be validated through the Ministry of Relations and Worship of the Argentine Nation, Argentine Consulates located in countries where the clients reside 1° Company or consulates of their countries located in Argentina.

### 4. CONSIDERATION.

The commercial conditions established by the agricultural exporters will be negotiated directly with the client 1° Company and the 2° Representative participates in the negotiations, but it is not the responsibility of the 2° Representative the intellectual conditions of the client that enable or hinder the possibility of acquiring agricultural products with quality, quantity, prices, forms of payment and incoterms.

The 1° Company client access to the agro-commercial market of Argentina and the international network of stock exchanges, depends on their demonstrable credit, financial, economic, and commercial conditions.

The 1° Company will issue a stand-by letter of credit in favor of the 2° Representative valid for 20 days for USD 500 United State dollars five hundred in concepts of INFLUENCE AND REPRESENTATION protocolized in this agreement.

1. Representation contract is valid for 5 years.

- 53 2. The payment of the fee of USD 500 United State dollars five hundred to the agent for direct  
54 influence to present the purchasing company on the collectors and agro-exporters is valid for  
55 30 days.
- 56 3. The representation agreement of the 2° Representative can expire at the end of 5 years or  
57 auto-renew automatically every 5 years.
- 58 4. The representation contract is considered auto renewed by the 2° Representative after 24  
59 hours or one day after the expiration of the contract without either party expressing otherwise  
60 officially by e-mail.

61 **5. PROOF OF THE RELATIONSHIP.**

62 (a) The relationship between both parties is demonstrated by the exchange of e-mails through the  
63 accounts presented in the registry by the 1° Company for the download of this agreement and the 2°  
64 Representative with an email account [juan@niveyro.ar](mailto:juan@niveyro.ar), also through instant messaging systems  
65 through of the cell phone lines of the 1° Company and the 2° Representative +54 9 362 472 5988 line.

66 (b) The presentation of offers in the name of the 1° Company, certificates, direct documentation of the  
67 suppliers, are sufficient proof of compliance with the INFLUENCE AND REPRESENTATION service.

68 **6. EXPENSES.**

69 Unless otherwise agreed prior to the incurrence thereof, the client 1° Company shall be solely  
70 responsible for all costs and expenses incurred by the client 1° Company in carrying out his obligations  
71 and responsibilities under this Agreement.

72 (a) The expenses incurred in your country of origin of the Company, as well as in Argentina or other  
73 countries that are involved.

74 (b) Expenses for sealing contracts, customs duties, port movement insurance and transported  
75 merchandise, export and import taxes, certificates of origin, port documentation, bank, charges and  
76 all expenses incurred on the products directly and indirectly for their correct and safe handling and  
77 transportation.

78 **7. TERM AND TERMINATION.**

79 The term of this Agreement shall commence on the date first set forth above and shall continue for a  
80 period of five years.

81 Thereafter, this Agreement shall be automatically renewed on five years basis unless one party gives  
82 written notice of termination to the other within 24 hours or one day after the expiration date of the  
83 representation agreement of the 2° Representative to the Client 1° Company.

84 This Agreement also may be terminated by either party for cause. In the event one party is in breach  
85 of its obligations hereunder, the non-breaching party shall provide written notice of the breach and  
86 the breaching party shall have thirty (30) days after receipt of said notice to effect a cure of said  
87 breach.

88 Failure to effect a cure within the thirty (30) day period shall result in an immediate termination hereof.  
89 Termination of this Agreement for whatever cause shall not release either party from any obligations  
90 created hereunder which, by their specific terms, survive expiration or termination of this Agreement;  
91 provided, however, that notwithstanding anything to the contrary set forth above, 2° Representative  
92 shall no longer be entitled to present the client 1° Company to agro-exporters and assist them in the  
93 business process.

94 **8. INDEMNITY.**

95 The client 1° Company to this Agreement shall indemnify, defend and hold harmless the 2°  
96 Representative and any of its affiliates or subsidiaries (including such party's directors, officers and  
97 employees) from and against any and all claims, suits, losses, liabilities, damages, judgments, awards,  
98 expenses and costs, including reasonable attorneys' fees, arising in any way from: (i) any activities of  
99 such party outside the scope of this Agreement; (ii) any breach by such party of any of the terms and  
100 conditions of this Agreement; (iii) any failure on the part of such party to pay any taxes, whether  
101 federal, state or local, and whether income, payroll or otherwise; or (iv) any taxes, debts, liabilities,  
102 obligations of every kind and description of such party.

103 **9. INDEPENDENT CONTRACTOR RELATIONSHIP.**

104 2° Representative is an independent contractor and is not an employee, servant, partner or joint  
105 venture partner of 1° Company. Except as otherwise expressly provided for herein, no employee of 2°

106 Representative shall be entitled to any benefits which employees of 1° Company are entitled to  
 107 receive.  
 108 2° Representative is responsible for all taxes with respect to amounts in fees and commissions  
 109 received by 2° Representative pursuant to this Agreement.  
 110 **10. CONFIDENTIALITY.**  
 111 During the term of this Agreement and thereafter, neither party hereto will, directly or indirectly,  
 112 disclose or use any confidential information, records, trade secrets or any other secret or confidential  
 113 matter relating to the clients, employees, business, products or services of the other party, whether  
 114 or not it is identified as secret or confidential, without first obtaining the prior written consent of such  
 115 party. This covenant includes but is not limited to: disclosing or using information concerning  
 116 customers, customer requirements, trade secrets, markets, costs, products; product development,  
 117 marketing and business plans or strategies; divulging the identity of clients or employees; or soliciting  
 118 clients or employees.  
 119 All communication and movement of information and documentation by postal or digital means will  
 120 be considered official and of absolute confidentiality.  
 121 **11. MISCELLANEOUS.**  
 122 This Agreement supersedes all prior agreements between the parties, may not be assigned by 2°  
 123 Representative without 1° Company's prior written approval, cannot be modified unless in writing  
 124 signed by both parties, and shall be construed in accordance with the laws of the State of California.  
 125 Notices or other communications required or permitted hereunder shall be sufficiently given if sent  
 126 by first class mail, postage prepaid, to the parties at their respective addresses set forth herein or to  
 127 such other address as shall be furnished in writing by the party to whom notice is given and such  
 128 notice or other communication shall be deemed to have been given as of the date so mailed.  
 129 Documentation transmitted by e-mail from official accounts is also considered original and  
 130 provisional.  
 131 IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

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| <p>1° Company</p> <p>.....</p> <p>Sign</p> <p>Name: _____</p> <p>By: _____</p> <p>Title: _____</p> | <p>2° Representative</p> <p>.....</p> <p>Sign</p> <p>Juan Manuel Niveyro<br/>         DNI 22905614<br/>         Passport AAF027201<br/>         Barranqueras - Chaco<br/>         Argentina</p> |
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132

