

# Mission Agreement

This following Mission agreement (the “Agreement”) is made this 12th day of June 2023 (the date of full execution hereof, which shall be referred to herein as the “Effective Date”), between the following parties (referred to collectively herein as the “Parties” and individually as a “Party”):

**Mr. HUGO CHARLET-BERGUERAND**, professional industrial designer whose principal office is at 8 rue du commandant Arnould, 33000 Bordeaux, FRANCE (referred as the “DESIGNER”)

**MECHANICAL TC GROUP Co., Ltd**, a company established under the laws of the Republic of Vietnam, whose principal office is at Cao An, Cam Giang, Hai Duong, Vietnam.

WHEREAS,

a) MECHANICAL TC GROUP Co.,Ltd wants the DESIGNER to conceive a bookcase, a chair and a table (further described in Annex A) and is willing to provide the DESIGNER with all the technical information it has for this purpose;

b) The DESIGNER is willing to design the above products (further describes in Annex A), also by visiting MECHANICAL TC GROUP’s headquarters to examine and study production methods.

## 1. SCOPE OF THE MISSION:

MECHANICAL TC GROUP Co.,Ltd entrusts the DESIGNER with the mission to design 3 projects of furniture as described in Annex A (bookcase, table and chair).

## 2. EXECUTION OF THE MISSION AND REMUNERATION:

2.1) The DESIGNER agrees to submit a preliminary presentation of each of the products he is asked to design within 40 days (“bookcase”, “chair”, “table” furthers detailed in annex A) This presentation will show the finalized product with realistic 3D images (renderings) to allow MECHANICAL TC GROUP Co., Ltd to understand very well the design of the product.

2.2) MECHANICAL TC GROUP Co., Ltd has the right to request modifications to the design from the DESIGNER to obtain a product that aligns with its specific needs and preferences.

2.3) The DESIGNER will charge each unique presentation 535\$ and each additional modifications will be charged 214\$ to MECHANICAL TC GROUP Co., Ltd. Unless the proposal is out of the scope of what was expected, in this case the DESIGNER will apply asked modifications without free of charges. The technical documents (technical drawings and 3Ds models) will be sent at the end of the mission when MECHANICAL TC GROUP Co., Ltd and the DESIGNER will have agreed on a final design. For each product the technical file will be charged 214\$.

2.4) The realization of the prototype will be carried out by MECHANICAL TC GROUP Co.,Ltd.

2.5) MECHANICAL TC GROUP Co., Ltd undertakes to manufacture a product faithful to the designer's drawing, which complies with current quality and safety standards. Prior to industrial production, MECHANICAL TC GROUP Co., Ltd agrees to provide the designer with all necessary documents (photos, certifications, etc.) to ensure that the product accurately matches the design project in terms of both form and manufacturing quality.

2.6) The DESIGNER will have the right to visit MECHANICAL TC GROUP Co., Ltd's factory to study its production methods and understand better the possibilities of product he can design for MECHANICAL TC GROUP Co., Ltd.

2.7) To ensure that both parties are satisfied with the final product, production will start upon a written agreement from both parties.

2.8) If, during the realization of the products, MECHANICAL TC GROUP Co.,Ltd needs to make modifications to the delivered and accepted documents for technical or industrialization reasons, they should inform the DESIGNER and request his agreement.

### **3. CONFIDENTIALITY:**

3.1) The DESIGNER agrees to keep all information received from MECHANICAL TC GROUP Co., Ltd extremely confidential, which will be used exclusively in favor of MECHANICAL TC GROUP Co., Ltd for the realization of the project related to the assigned mission.

3.2) MECHANICAL TC GROUP Co.,Ltd agrees not to disclose or show to third parties any information, images, or drawings regarding the projects presented by the DESIGNER. All documents related to ongoing projects must be treated strictly confidentially. MECHANICAL TC GROUP Co.,Ltd retains the right to show images and drawings of the project to contractors involved in prototyping and product realization.

### **4. OWNERSHIP AND COPYRIGHT; PROHIBITIONS AND RESPONSIBILITIES:**

4.1) The DESIGNER is recognized as the author of the work created (copyright).

4.2) The DESIGNER grants MECHANICAL TC GROUP Co., Ltd. the exclusive manufacturing license for the worldwide market for the project designed (further described in Annex A) for a period of 5 years, commencing from the date of production of the products.

4.3) The name of the DESIGNER will not be disclosed without the written authorization of the DESIGNER. It will not be mentioned on MECHANICAL TC GROUP Co., Ltd's website, catalog, or any documents or communications shared by the company.

4.4) The filing of the patent to prevent the copying or imitation of the products designed by the DESIGNER by competing companies will be the responsibility of MECHANICAL TC GROUP Co., Ltd. The DESIGNER will be recognized as the author of the products.

4.5) MECHANICAL TC GROUP Co., Ltd undertakes not to create and sell projects and/or parts of projects that would constitute an imitation of the DESIGNER's work as related to this agreement.

4.6) The DESIGNER undertakes not to design imitations, copies, or similar products to those he designed for MECHANICAL TC GROUP Co., Ltd to competing companies.

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4.7) In the event of a litigation between MECHANICAL TC GROUP Co., Ltd and a competing company, the DESIGNER cannot be held responsible under any circumstances. As the manufacturer, MECHANICAL TC GROUP Co., Ltd assumes full responsibility for the products it sells, and it is their responsibility not to make products that are similar or closely resemble the design of products marketed by competing companies.

4.8) After the expiration of the 5-year period, the DESIGNER will have the freedom to sell the industrialization license to another company or to renegotiate new terms for an exclusive manufacturing license with MECHANICAL TC GROUP Co., Ltd.

4.9) During the 5-year period in which LTD has the exclusive rights for the production of the designer's creations, they must, however, provide written notification to the designer if they intend to make any modifications to the products for which the designer is the author.

## **5. DURATION**

5.1) This agreement commences from the effective date and is lawful for a duration of 5 years.

5.2) If MECHANICAL TC GROUP Co., Ltd intends to cease the production and commercialization of the product, they must provide written notice to the DESIGNER.

## **6. SUSPENSION**

6.1) MECHANICAL TC GROUP Co., Ltd has the right to suspend the production of the Products at any time by providing written notice to the DESIGNER.

6.2) In the event that the MECHANICAL TC GROUP Co., Ltd becomes insolvent or is subjected to bankruptcy proceedings, a preventive agreement, or any other insolvency procedure, this agreement shall be automatically terminated, and a simple declaration addressed to the counterparty by the contracting party invoking this termination clause shall suffice.

## **7. LIABILITY**

7.1) MECHANICAL TC GROUP Co., Ltd expressly assumes all responsibility related to the quality and safety of the goods subject to the project commissioned to the DESIGNER, with the express indemnification of the latter.

7.2) All legal expenses related to the protection of the Products, as well as the final decision on the actions to be taken, shall be the sole responsibility of MECHANICAL TC GROUP Co., Ltd, who shall act in consultation with the DESIGNER.

7.3) This agreement is subject to French law. The Court of Bordeaux shall have jurisdiction over any disputes arising from this agreement.

Signature MECHANICAL TC GROUP Co., Ltd:

Date : 17/06/2023

Signature HUGO CHARLET-BERGUERAND:

Date :



## **ANNEX A:**

MECHANICAL TC GROUP Co.,Ltd asks HUGO CHARLET-BUERGUERAND to design the following products:

### Table with chairs:

1. A table with its dining chairs In the style “Mid-century”
2. Table for 2 or 4 or 6 people
2. a) Chair possible materials: Metal/ wood/ wire rope.  
b) Table possible materials: Metal/ wood/ stone/ ceramic.
3. All colors should be following the trends of EU and US market.
4. All products should be stacking, K/D for packaging.

### Bookcase:

1. In the style of Arga (TIKAMOON)
2. The product's raw materials are Iron and Acacia wood.
3. The bookcase should be divided into modules.
4. Size and color: up to the designer to propose regarding its experience colors and sizes.

If the design of the above products is satisfying MECHANICAL TC GROUP Co.,Ltd may ask the DESIGNER to designer more products such as : Bookcase, Console, Coffee table, Coffee set, Balcony set, Counter stool, Barstool, Relax chair...etc