

## Commercial agreement based on royalties between:

1. Arcane Sàrl, 3 Op d'Schmett, 9964 Huldange, Luxembourg. Tel: +352 26909712
2. MECHANICAL TC GROUP COMPANY LIMITED- Cao An, Cam Giang, Hai Duong – Vietnam - Tel: +84 987 96 3333 - E-mail: [Richard.tran@tcfurnitures.com](mailto:Richard.tran@tcfurnitures.com) - Website [www.tcfurnitures.com](http://www.tcfurnitures.com)

Arcane is a brand of garden furniture. All items that Arcane design are registered model/patent owned by Arcane.

Only Arcane is allowed to promote and sell their own registered/patented items. Arcane items are produced by some manufacturers including MECHANICAL TC GROUP COMPANY LIMITED.

ARCANE has a special agreement with MECHANICAL TC GROUP COMPANY LIMITED to promote ARCANE registered/patented design to some customers directly.

MECHANICAL TC GROUP COMPANY LIMITED is allowed to sell Arcane items to their customer only if their selling price include 10% royalties to Arcane (10% of the selling price to customer). It will enable MECHANICAL TC GROUP COMPANY LIMITED to have innovative products to show to your customer and Arcane will show it to their customers as well.

### Our agreement:

1. MECHANICAL TC GROUP COMPANY LIMITED know that any design from Arcane remain Arcane property. MECHANICAL TC GROUP COMPANY LIMITED cannot even copy part of Arcane design.
2. Arcane will get 10% royalties on any ARCANE design sold by MECHANICAL TC GROUP COMPANY LIMITED to their customers. The Royalties must be paid to ARCANE at the time of shipment latest. Arcane ([pierre@arcane-outdoor.com](mailto:pierre@arcane-outdoor.com)) must be in CC copy of the orders send by the customer to MECHANICAL TC GROUP COMPANY LIMITED. MECHANICAL TC GROUP COMPANY LIMITED must also send all shipping documents in cc copy to Arcane. Any missing mistake in communication enable ARCANE to disable the customer to promote ARCANE design on their market.
3. MECHANICAL TC GROUP COMPANY LIMITED must check with Arcane what items will be sold to which customer and on which market before approve any order.
4. Arbitration and the Applicable Law:
  - a) The validity, construction and performance of this agreement is governed by the law of Luxembourg and has no time limit.
  - b) Any dispute arising out of or in connection with this contract shall be finally settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such Rules. The place of Arbitration shall be Luxembourg and the language of the arbitration shall be English.

For ARCANE Sarl

Represented by

Pierre Heindrichs

FOR MECHANICAL TC GROUP COMPANY LIMITED

represented by



GIÁM ĐỐC

*Trương Văn Khôi*

In two copies the 1 MARCH 2023