

Messrs.

DENIZ SERVICE LLC

44, J. Jabbarli, Caspian Plaza

Baku (Azerbaijan)

Rho, 17th October 2024

DISTRIBUTION AGREEMENT

With this document, drawn up in duplicate, between the undersigned:

- **Klinger Italy S.r.l.** with headquarters in Via De Gasperi 88 – Rho (MI), in the person of its legal representative Mr. Peppino Sampietro, VAT N. 00713140150 hereinafter referred to as Manufacturer / Supplier;
- **DENIZ SERVICE LLC** with headquarters in 44, J. Jabbarli, Caspian Plaza - Baku (Azerbaijan) in the person of its legal representative Ms. Rena Huseynova Deniz, hereinafter referred to as Official Distributor;

premise

—that the Company: Klinger Italy Srl produces, at its factories in Rho (MI), Locate Triulzi (MI) and Pray (BI) respectively, the products Level Gauges, Gaskets and Control Valves under the Klinger brand.

the following is agreed and stipulated

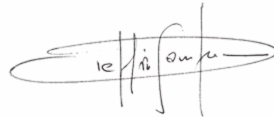
1. Klinger Italy entrusts DENIZ SERVICE LLC which accepts, with the distribution of the products referred to in the previous paragraph, under the following agreements and conditions: the Distributor will take care of the distribution of the Manufacturer's products, in the territories of the state of Azerbaijan, in the forms and in the manner deemed most suitable.
2. The contractual products are listed in the catalogs and sales price lists of the Manufacturer, who reserves the right to make any changes to them. The Manufacturer/Supplier reserves the right to extend or reduce its range of products, at its sole discretion.
3. The distributor may use the product brand however indicating his qualification as distributor. Every commercial initiative which involves the use of the Klinger brand must be authorized in advance by the Manufacturer/Supplier.
4. The Distributor may use the trademarks and distinctive signs of the contractual products within the limits of what is established above in favor of the Distributor.
5. This commercial agreement is stipulated under a regime of mutual trust. The Manufacturer/Supplier may not appoint other official distributors, nor sell the contractual products to third parties, directly or indirectly. The Distributor undertakes not to distribute, process and sell, in the same territory, other products in competition with those sold by the Manufacturer/Supplier.
6. All the Manufacturer's production destined for the Azerbaijan market is sent to the Distributor's warehouse, which will pick up the products to deliver them to customers.
7. The Distributor will sell the contractual products based on its sales price list and undertakes without legal obligation to a commitment to purchase products from the Manufacturer/Supplier (purchase budget) equal to € 15,000 (fifteen thousand Euros) per the current year. The purchase budget will be discussed and modified every year based on the sales results obtained by the Distributor.
8. The Manufacturer/Supplier will invoice the orders placed by the Distributor, based on the agreed prices, which appear for acceptance in the order confirmations. Supplies will be paid by advance payment after the receipt of the proforma invoice.
9. This contract will have a duration of 1 year, starting from 17th October 2024. It will be tacitly extended, from year to year, if no cancellation occurs by one of the Parties, within 3 months through official communication

10. The Manufacturer reserves the right to terminate the contractual relationship with the Distributor early, with immediate effect, if the latter does not comply with the signed agreements.

11. It is understood that any legal dispute between the parties will be regulated by Italian law, at the competent court of Milan.

Pursuant to and for the purposes of articles 1341 and 1342 Civil Code of the Italian Republic, the parties expressly approve clauses no. 5), 9), 10) 11) of this document.

Read, approved and signed in Rho (Milan - Italy), on 17th October 2024

A handwritten signature in black ink, appearing to be 'le / n / ou / u', enclosed within a horizontal oval.

Read, approved and signed in Baku, Azerbaijan....., on 18.10.2024

