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苏州市 哥伦比亚
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证 明 书

CERTIFICATE

中国国际贸易促进委员会

中 国 国 际 贸 易 促 进 委 员 会

中 国 国 际 商 会

China Council for the Promotion of International Trade

China Chamber of International Commerce

中国国际贸易促进委员会
中国国际商会

China Council for the Promotion of International Trade
China Chamber of International Commerce

证明书
CERTIFICATE

号码 No. 243200B0/H03662

兹证明：在所附文件上的苏州米凯易国际贸易有限公司的印章属实。

Por el presente se hace constar que es auténtico el sello de Suzhou MIKAE Fuji Elevator Co., Ltd figurado en el adjunto DOCUMENTO.

China Council for the Promotion of International Trade

签证员：

Authorized Official: Jiang Liuyang

日期：2024年05月17日
(Date: May. 17, 2024)

证书查询网址 Website for verifying the certificate: http://www.rzccpit.com/validate.html

COMMERCIAL AGENCY CONTRACT

Between the undersigned, namely: Mr. **ROBINSON LEONARDO FONSECA RUBIO**, of legal age, married under a current marital society, Colombian, residing in the city of Neiva identified with citizenship ID No. 79.803.698 of Bogota, Republic of Colombia, who acts on behalf of the legal representation of the company **RF ELEVADORES Y ARQUITECTURA S.A.S** with commercial registration No. 350959 and Tax ID No. 901.454.921-5, hereinafter referred to as **THE AGENT**, and Mr. **LUIS GU**, of legal age, Chinese, residing at Room 201, Shop 2, Building 4, Jiayu Garden, Suzhou City, who acts on behalf of the representation of **SUZHOU MIKAE FUJI ELEVATOR CO., LTD** on the other hand, hereinafter referred to as **THE PRINCIPAL**, have agreed to enter into the contract regulated by the following clauses: **FIRST:** Purpose. **THE PRINCIPAL** entrusts **THE AGENT**, who assumes independently, steadily, and solely, in the promotion, commercialization, sale, supply, installation, and maintenance on behalf of **SUZHOU MIKAE FUJI ELEVATOR CO., LTD**, of the different product lines of elevators, platforms, escalators, spare parts, and consulting services that **THE PRINCIPAL** markets in Colombian Territory. **THE AGENT** declares acceptance of the mediation entrusted by **THE PRINCIPAL**, the latter being empowered to conclude contracts resulting from the clients that **THE AGENT** presents in Colombian Territory. **SECOND:** Marketing Area. **THE AGENT** will carry out the commission in the territory of the Republic of Colombia. **THIRD:** Agent's Powers: **a)** Establish jointly with **THE PRINCIPAL** within the agreed-upon areas the different actions aimed at executing each of the marketing activities deemed appropriate for the fulfillment of the purposes of this contract. **b)** Advertise appropriately in the areas assigned its status as **AGENT** and advance, by mutual agreement with **THE PRINCIPAL**, the advertising campaigns deemed appropriate. **c)** Have all legal authorizations to develop its activity in Colombian territory, as well as the human resources required to carry out said activity, therefore not requiring new investments or hiring additional personnel for customer acquisition. **FOURTH:** Duration. The term of duration of this contract is according to the exclusivity certificate with authorization validity for the period from 01/06/2023 to 31/12/2033 (10 years) and with apostille number 10181766 issued by the People's Republic of China. **FIFTH:** Extension. It shall be understood extended for a term equal to the one initially agreed upon, unless one (30) calendar days prior to the termination date, of its intention not to continue it. However, notwithstanding the foregoing, either party may terminate this contract by giving notice to the other party at least (4) months in advance of the date on which it was estimated to terminate the contract. **SIXTH: AGENT'S** Obligations: **a)** Promote

THE PRINCIPAL when requested, providing complete reports on the activities carried out and the results obtained in the execution of the purpose of this contract. **b) THE AGENT** undertakes to act diligently in the activities entrusted by **THE PRINCIPAL**, and to promote the sale of the products to customers following **THE PRINCIPAL**'S instructions. The mentioned personnel shall not have any employment relationship with **THE PRINCIPAL**; **c)** Comply promptly and faithfully with **THE PRINCIPAL'S** instructions. **d)** Maintain good commercial relations with customers and individuals promoting the promotion and sale covered by this contract: **e)** Immediately notify **THE PRINCIPAL** of any complaints regarding the quality of the goods or the after-sales services that may arise along with the relevant information to be provided. **f)** Offer customers the product with the prices, terms, warranties, and other conditions that **THE PRINCIPAL** has notified at any given time without modifying them or establishing any additional commitments with customers without the prior written consent of **THE PRINCIPAL** .**g)** Collaborate and facilitate the inspection visits that, at any time, **THE PRINCIPAL** or its representatives shall have the right to carry out to verify compliance with the contract; **h) THE AGENT** undertakes and commits during the term of the contract not to intervene or contribute, directly or indirectly, either by himself or through third parties, to the distribution, marketing, and sale of products of the same nature or similar to those that constitute the object of this contract.

SEVENTH: Exclusion of Employment Relationship. It is clearly understood that there will be no employment relationship between **THE PRINCIPAL** and **THE AGENT**, or the personnel that the latter uses in the execution of the object of this contract.

EIGHTH: PRINCIPAL'S Obligations: **a) THE PRINCIPAL** shall timely provide **THE AGENT** with the instructions, price lists relevant to the offer and sale of the products subject to this contract. **b)** It shall reimburse **THE AGENT** for expenses requested and approved by **THE PRINCIPAL**, in cases where required. **NINTH:** Exclusivity. **THE PRINCIPAL** undertakes to exclusively use **RF ELEVADORES Y ARQUITECTURA SAS** as its **AGENT** in the Colombian Territory for the promotion and sale of the different lines of elevators, platforms, escalators, spare parts, and consultancy services that **THE PRINCIPAL** markets in Colombia. **TENTH:** Termination of the Contract. The contract shall terminate by: a) Mutual agreement; b) Expiration of the duration term; c) Court order; d) Cases established by law. **ELEVENTH**: Just Causes for Terminating the Contract. 1. On the part of **THE PRINCIPAL**: a) Serious breach by **THE AGENT** of its obligations stipulated in the contract or by law; b) Any action or omission that seriously affects the interests of

the entrepreneur; c) Initiation of compulsory liquidation or insolvency proceedings of **THE AGENT**; and d) Termination of activities contained in the contract. 2. On the part of **THE AGENT**: a) Breach by THE ENTREPRENEUR of its contractual or legal obligations; b) Any action or omission by **THE PRINCIPAL** that seriously affects the interests of **THE AGENT**; c) Initiation of compulsory liquidation or insolvency proceedings of **THE PRINCIPAL**; and d) Termination of activities contained in the contract. **TWELFTH:** Arbitration Clause. Any dispute or difference relating to this contract, its execution, and liquidation, shall be resolved by an arbitration tribunal appointed by the Board of Directors of the Neiva Chamber of Commerce, through a draw among the arbitrators registered in the lists maintained by the Mercantile Arbitration and Conciliation Center of said chamber. The tribunal shall be governed by the provisions of Decree 1818 of 1998 or the Organic Statute of Alternative Dispute Resolution Systems and other related regulations. **THIRTEENTH:** Applicable Legal Regime. This contract shall be governed by the legal provisions set forth in Article 1317 and following of the Commercial Code of Colombia, and other laws amending it. **FOURTEENTH:** Rights, taxes, chamber of commerce registrations, and other expenses that may arise shall be covered equally by the intervening parties.

In witness whereof, it is signed in the city of Suzhou, China, on the 25th day of April 2024.

THE PRINCIPAL

SUZHOU MIKAE FUJI ELEVATOR CO.,LTD 苏州米凯易国际贸易有限公司

SUZHOU MIKAE FUJI ELEVATOR CO.,LTD
Representative: LUIS GU

THE AGENT

RF ELEVADORES Y ARQUITECTURA S.A.S
TAX ID. 901.454.921-5
R/L ROBINSON LEONARDO FONSECA RUBIO

本附加证明书仅证明公文书上的签名，签署人签名时的身份，所盖印或附加公文书上的印鉴属实。附加证明书不对公文书内容予以证明。
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附加证明书
APOSTILLE

（1961年10月5日海牙公约）
(Convention de La Haye du 5 octobre 1961)

1. 文书出具国：
Country:
中华人民共和国
People's Republic of China

本公文书 This public document

2. 签署人
has been signed by
蒋柳炀
Jiang Liuyang

3. 签署人身份
acting in the capacity of
签证员
Authorized Official

4. 印鉴名称
bears the seal/stamp of
中国国际贸易促进委员会(16)
China Council for the Promotion of International Trade(16)

证明 Certified

5. 签发地
at
南京
Nanjing

6. 签发日期
the
2024年05月20日
May 20,2024

7. 签发人
by
张君/Zhang Jun
江苏省外事办公室
Foreign Affairs Office of Jiangsu Province

8. 附加证明书编号
No
认字第243200043677号

9. 签发机关印鉴：
Seal/Stamp:

10. 签名：
Signature: