

E-ABLE POWER TECHNOLOGY CO., LTD – ATCO International, Inc.,
INTERNATIONAL SALES REPRESENTATIVE AGREEMENT

This Agreement is entered into this 7th day of June, 2021, between E-ABLE POWER TECHNOLOGY CO., LTD, a Chinese Corporation (www.e-ablepower.com), located at :4F/4 building Xinli feng industrial park, 51 Ge Zhen Road, Ping Hu Town, Long Gang district, Shen Zhen, China acting for itself and on behalf of its subsidiaries, (hereinafter referred to as the "COMPANY"), and ATCO International, Inc, a Texas Corporation (www.atcotexas.com), located 13822 Naomi Hollow Lane, Houston, TX 77082, USA and Pakistan located at W/S 20/1 Block -2, Azizabad Industrial Area, Federal 'B' Area, Karachi, Pakistan.

(Hereinafter referred to as the "SALES REPRESENTATIVE")

RECITALS:

WHEREAS, COMPANY manufactures and/or sells which listed in Schedule A attached to this Agreement (hereinafter referred to as the "PRODUCTS"); and

WHEREAS, COMPANY wishes to develop and maintain representation in the region(s) and for the vertical market(s) listed in Schedule B attached to this Agreement (hereinafter referred to as the "TERRITORY"); and

WHEREAS, SALES REPRESENTATIVE has represented itself as an organization which is duly organized and has sufficient knowledge and resources to ensure the aforesaid goals; and

NOW THEREFORE, in consideration of the mutual premises and mutual agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. Appointment, Territory, Products.

As from June 7, 2021, COMPANY appoints SALES REPRESENTATIVE, and SALES REPRESENTATIVE accepts this appointment, as COMPANY'S sales representative to solicit orders for the PRODUCTS listed in Schedule A in accordance with the terms and conditions of this Agreement from end-users in the VERTICAL MARKETS (as defined in Schedule B and hereinafter called "SERVED INDUSTRY END-USERS") located in the TERRITORY identified in Schedule B, with the exception of the persons or companies designated in Schedule B as "HOUSE ACCOUNTS," which are excluded from the TERRITORY.

ARTICLE 2. Competitive Products

SALES REPRESENTATIVE shall not manufacture, process, promote, advertise, offer for sale, sell or recommend either directly or indirectly any goods that are competing or likely to compete with any of the PRODUCTS, and SALES REPRESENTATIVE shall not maintain an interest itself directly or indirectly in companies handling such goods during the term of this agreement.

ARTICLE 3. Term and Scope

The term of this Agreement shall be for Five (5) years from the date of appointment unless sooner terminated as hereinafter provided. Thereafter, this Agreement shall continue for an indefinite period, subject to Article 8. The provisions of this Agreement shall govern all transactions between the COMPANY and the SALES REPRESENTATIVE.

ARTICLE 4. Company Responsibilities

The COMPANY agrees that during the term of this Agreement, it will:

- a. Keep the SALES REPRESENTATIVE advised of new prospects, sales plans and objectives with respect to PRODUCTS for SERVED INDUSTRY END-USERS in the TERRITORY.
- b. Provide to the SALES REPRESENTATIVE informational and advisory materials concerning business practices and antitrust laws relating to the performance of the SALES REPRESENTATIVE and the COMPANY under this Agreement. To this end the SALES REPRESENTATIVE acknowledges receipt of and agrees to comply with the Fair Business Practices Policy of the COMPANY (a copy of which is attached as Schedule D).
- c. Support the sales efforts of the SALES REPRESENTATIVE by furnishing commercial and technical data, information, and publications pertaining to Products, as are available.
- d. Prepare proposals for reasonable and legitimate system sales opportunities for which the SALES REPRESENTATIVE has provided written requirements and provide these proposals in a timely manner. The COMPANY may, however, elect not to provide a proposal that it considers infeasible from either a business or technical standpoint. The COMPANY agrees to provide the SALES REPRESENTATIVE with the reason for any rejections in a timely manner.
- e. Provide training, from time to time, at no cost to the SALES REPRESENTATIVE, on the COMPANY'S products and services at a time and location designated by the COMPANY.
- f. Provide the SALES REPRESENTATIVE with e-mail technical support in the SALES REPRESENTATIVE role as the primary service provider for the COMPANY'S products in the TERRITORY.
- g. Pay a commission as provided in Article 6 hereof on sales of PRODUCTS, based on orders received and accepted by the COMPANY from SERVED INDUSTRY END-USERS in the TERRITORY as a result of the efforts of the SALES REPRESENTATIVE.

ARTICLE 5. Sales Representative Responsibilities

The SALES REPRESENTATIVE agrees that during the term of this Agreement, it will, subject to the terms and conditions herein expressed:

- a. Maintain an adequate sales organization and use its best efforts to assist the COMPANY in the sale of PRODUCTS to SERVED INDUSTRY END-USERS in the TERRITORY.
- b. As requested, transmit proposals and technical data to SERVED INDUSTRY END-USERS in the TERRITORY, interpret SERVED INDUSTRY END-USER inquiries, requirements and attitudes, and assist in contract negotiations. All proposals so transmitted will contain terms and conditions of sales in accordance with the COMPANY'S Standard Terms and Conditions of Sale, a copy of which is attached hereto as Exhibit A and which is subject to change by the COMPANY from time to time. No proposal shall be transmitted to a SERVED INDUSTRY END-USER unless the terms and conditions of sale are approved by the COMPANY or the Standard Terms and Conditions of Sale are incorporated in such proposal.

ARTICLE 6. Execution and Modification

- a. This Agreement constitutes the entire and only agreement between the parties respecting the sales representation of PRODUCTS in the TERRITORY.
- b. This Agreement wholly cancels, terminates and supersedes any and all previous negotiations, commitments and writings between the parties with respect to PRODUCTS.

ARTICLE 7. Disputes

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

ARTICLE 8. Binding Authority.

The parties warrant to each other that each has legal capacity to enter into and be bound by the terms of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by both parties.

ATCO INTERNATIONAL, INC



Aamullah Khan
Chief Executive, ATCO International, Inc.

E-ABLE POWER TECHNOLOGY CO., LTD.

For and on behalf of
E-able Power Technology Co. Limited
西安能源科技有限公司
Printed Name:
Position:
Date:
Authorized Signature(s)

EXHIBIT A

STANDARD TERMS AND CONDITIONS FOR INTERNATIONAL SALES

1. Seller warrants that the Products or materials (hereafter "Products") delivered hereunder meet Seller's standard specifications for the Products or such other specifications as may have been expressly agreed to herein. SELLER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY, EXCEPT AS PROVIDED IN CONDITION 3 HEREIN. Buyer assumes all risk and liability resulting from use of the Products delivered hereunder, whether used singly or in combination with other Products.
2. No claim of any kind, whether or not based on negligence, shall be greater in amount than the purchase price of the Products in respect of which damages are claimed; and failure to give notice of claim within thirty (30) days from date of delivery, shall constitute a waiver by Buyer of all claims in respect of such Products. No charge or expense incident to any claims will be allowed unless approved by an authorized Sales Representative of Seller. Products shall not be returned to Seller without Seller's prior permission, and then only in the manner prescribed by Seller. The remedy hereby provided shall be the exclusive and sole remedy of Buyer. In no event shall either party be liable for special, indirect or consequential damages, whether or not caused by or resulting from the negligence of such party.
3. Seller warrants that all Products delivered hereunder were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.
4. No liability shall result from delay in performance or nonperformance, directly or indirectly caused by circumstances beyond the control of the party affected, including, but not limited to, Act of God, fire, explosion, flood, war, act of or authorized by any Government, accident, labor trouble or shortage, inability to obtain material, equipment or transportation. Quantities so affected may be eliminated from the agreement without liability, but the agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the Products specified herein to enable it to perform this Agreement.
5. The Buyer shall reimburse the Seller for all taxes, (excluding income taxes) excises or other charges which the Seller may be required to pay to any Government (National, State or Local) upon the sale, production or transportation of the Products sold hereunder.
6. This agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of the Seller.
7. In addition to the Standard Conditions of Sale set forth herein, any Additional Conditions of Sale set forth on Seller's invoice or current price list for the Products sold hereunder shall apply and are incorporated by reference herein.
8. This document, along with documents specifically referred to herein, contains all the terms and conditions with respect to the sale and purchase of the Products sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on either party unless in writing and signed by both parties. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this document by Buyer, the Buyer's acceptance of the Products or payment therefore shall be equivalent to Buyer's assent to the terms and conditions hereof. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any default by the other which may thereafter occur.
9. No suit for any breach shall be brought later than one year from the time the cause of action arises.
10. Unless otherwise specified by Seller, delivery terms are F.O.B. Seller's Plant.
11. Any attempted modification of these terms by, and any additional or different terms included in, Buyer's purchase order, or acknowledgment, or request for quotation or other document of Buyer are hereby objected to. Notwithstanding that the Buyer may use shipping documents, order confirmations, or other documents which contain preprinted terms and conditions of sale and purchase, any such terms or conditions which modify or contradict the terms contained herein shall be disregarded unless the party against whom enforcement is sought has (i) signed such document and (ii) such document expressly and conspicuously states that the parties intend to modify and super cede the terms contained herein. These terms and conditions supersede any of previous date.

SCHEDULE A (PRODUCTS)

SALES REPRESENTATIVE is appointed to solicit orders for the following Products and Systems that use the Products in the TERRITORY and VERTICAL MARKETS set forth in Schedule B:

All products listed in E-ABLE POWER TECHNOLOGY CO., LTD' current International Price List as well as system integration and other engineering services are included.

- Vertical Solar LED Street Light (REVOLUTIONARY IN 2019 / DETACHABLE STRUCTURE / AESTHETIC APPEARANCE)
- Vertical Solar LED Street Light Solution
- Vertical Solar Module
- Solar LED Pedestrian Light
- Solar LED Flood Light
- All in Two Solar Street Light
- All in One Solar Street Light

ATCO INTERNATIONAL, INC



Aamullah Khan
Chief Executive, ATCO International, Inc.

E-ABLE POWER TECHNOLOGY CO., LTD.

For and on behalf of
E-able Power Technology Co. Limited
宜安能源科技有限公司
Printed Name: _____
Position: _____
Date: _____
Authorized Signature(s)

SCHEDULE B (TERRITORY)

SALES REPRESENTATIVE is appointed to solicit orders in the following TERRITORY(s) :

Senegal, Mali and The Gambia.

Unless noted below, territories are nonexclusive.

SALES REPRESENTATIVE is permitted to solicit orders only from end-users in the following VERTICAL MARKET(s):

- Vertical Solar LED Street Light (REVOLUTIONARY IN 2019 / DETACHABLE STRUCTURE / AESTHETIC APPEARANCE)
- Vertical Solar LED Street Light Solution
- Vertical Solar Module
- Solar LED Pedestrian Light
- Solar LED Flood Light
- All in Two Solar Street Light
- All in One Solar Street Light

Commented [AK1]:

The following VERTICAL MARKET(s) are excluded:

Nil

COMPANY will retain the following House Accounts,

NONE SPECIFIED

which are excluded from the TERRITORY:

The list of House Accounts may be modified by COMPANY upon notice to SALES REPRESENTATIVE.

ATCO INTERNATIONAL, INC



Aamullah Khan
Chief Executive, ATCO International, Inc.

E-ABLE POWER TECHNOLOGY CO., LTD.

For and on behalf of
By: E-able Power Technology Co. Limited
富安能源科技有限公司
Printed Name: _____
Position: _____
Date: _____
Authorized Signature(s)

SCHEDULE C (COMMISSIONS/ DISCOUNTS)

SALES REPRESENTATIVE will receive the following commission/discount on payments received from the End-User, subject to the terms of the Agreement:

As per mutually agreed Viz: product to product and Project to project.

ATCO INTERNATIONAL, INC



Amamillah Khan
Chief Executive, ATCO International, Inc.

E-ABLE POWER TECHNOLOGY CO., LTD.

For and on behalf of
E-able Power Technology Co. Limited
宜安能源科技有限公司
Printed Name:
Position:
Date:
Authorized Signature(s)

SCHEDULE D (E-ABLE POWER TECHNOLOGY CO., LTD' Fair Business Practices Policy)

- 1. The E-ABLE POWER TECHNOLOGY CO., LTD activities and operations will be carried out in strict compliance with all applicable laws and the highest ethical standards. Employees will ensure that the Company deals in all fairness with its customers, suppliers and competitors.
- 2. In its relations with governmental agencies, customers and suppliers, the Company will not, directly or indirectly, engage in bribery, kick-backs, payoffs, or other activities which may be construed as corrupt business practices. The use, directly or indirectly, of Company funds for political contributions to any organization or to any candidate for public office is strictly prohibited, where such contributions are forbidden by applicable law. Where such contributions are lawful, they must be made in a fair and prudent way and must be approved by the most senior E-ABLE POWER TECHNOLOGY CO., LTD officer in the country.
- 3. Sales and marketing agents, representatives and consultants ("Agents") will be retained and paid only if they operate independently from E-ABLE POWER TECHNOLOGY CO., LTD and in conformity with applicable legislation. All contracts and agreements must be in writing. Compensation must be comparable to that paid to similar Agents for similar work and in accordance with the applicable detailed policy.
- 4. Corporate funds and assets must be utilized solely for lawful and proper corporate purposes. Transfer or expenditure of such funds or assets will be undertaken only if the stated purpose is in fact the actual purpose. The transfer or expenditure of such funds and assets must be authorized in writing in accordance with procedures established by E-ABLE POWER TECHNOLOGY CO., LTD headquarters or the relevant business units. No false or artificial entries shall be made in the Company's books and records for any reason, and all financial transactions must be accurately and properly accounted for in those books and records.
- 5. E-ABLE POWER TECHNOLOGY CO., LTD will support and respect, within its sphere of influence, the protection of international human rights set out in the United Nations' Universal Declaration of Human Rights, the International Labor Organization's fundamental conventions and the Global Compact. In particular, the Company supports the effective elimination of all forms of compulsory labor and child labor as defined by the ILO. It will make this a criterion in the management of its suppliers and sub-contractors.
- 6. E-ABLE POWER TECHNOLOGY CO., LTD will support a precautionary approach to environmental challenges, and, within its sphere of influence, undertake initiatives to promote greater environmental responsibility and encourage the development and diffusion of environmentally friendly technologies.
- 7. E-ABLE POWER TECHNOLOGY CO., LTD will respect the privacy of data relating to individual persons (whether employees or third parties) which it may hold or handle as part of its information processing activities or otherwise.
- 8. All officers, executives and managers of E-ABLE POWER TECHNOLOGY CO., LTD and its subsidiaries are responsible for the continuing enforcement of and compliance with this policy, including necessary distribution to ensure employee knowledge and compliance. Non-compliance with this policy will result in disciplinary measures.

ATCO INTERNATIONAL, INC




Aamullah Khan
Chief Executive, ATCO International, Inc.

E-ABLE POWER TECHNOLOGY CO., LTD.

For and on behalf of
 By: E-able Power Technology Co. Limited
 宜安能源科技有限公司
 Printed Name: _____
 Position: _____
 Date: _____
 Authorized Signature(s)

