

CONTRACT

CO-HighTest-19-01

between

Entwicklungs- und Prüflabor Holztechnologie GmbH (EPH)

Represented by Dr.-Ing. Rico Emmler

Zellescher Weg 24

01217 Dresden

Germany

(hereafter referred to as "Principal")

and

HighTest

Represented by Tatiana Kolganova

123308, Marshala Jukova Avenue, build.16-1, Moscow, RUSSIA

(hereafter referred to as "Contractor")

is agreed as follows:

§ 1 Duties

1. The Contractor will, from 25 October 2019, assume the following duties as a representative of the Principal:
 1. Acquisition of leads and potential clients for the following services from the EPH portfolio:
 - Testing and certification of construction products acc. to Construction Products Regulation (CPR) in the course of CE marking
 - Emission testing of wood and wood-based materials and surveillance of manufacturers acc. to E1 and CARB/EPA standards
 - Emission and quality testing of interior goods in the course of the label TÜV PROFICERT-product Interior
 - Testing and certification of furniture acc. to European standards and the German GS mark
 2. The Contractor is obliged to give notice to the Principal in Dresden for all matters ensuring a high quality and complete performance of his work. The contact persons are, in particular for E1 and CARB/EPA, Dipl.-Chem. Christiane Osthaar and, in particular for CE and TÜV PROFICERT-product Interior, the head of the EPH Product Certification Body, Dr.-Ing. Rico Emmler. For furniture testing the contact person is the head of the furniture testing laboratory, Dipl.-Ing. Albrecht Luehmann.

§ 2 Performance of Contractor's Duties

1. As a representative of the Principal, the Contractor represents the interests of the Principal and provides services on behalf of the Principal in the field of his notification as Notified Body (see annex) or his approval in the field of CPR, CARB/EPA/E1 and GS mark for furniture.
2. The Contractor is obliged to carry out his duties independently, on his own responsibility and with the utmost care. Other people may only be employed, and duties may only be delegated to others, where the Contractor has already agreed in writing.
3. The main region of the Contractor's duties is Russia. When it is necessary for the Contractor to come to Dresden for operational reasons, the Principal, after prior discussion, will provide the appropriate operational facilities. The Principal will provide the Contractor with all necessary knowledge, information, aids and documents in English, especially instructions for procedures, check lists and marketing material, which are necessary for him to perform his duties. The Principal shall be responsible for the travelling and accommodation costs if visits by the Contractor in Dresden for training are required.
4. Both contractual parties will be obliged to inform the other where there will be difficulties or foreseeable delays which will hinder performance of the contractual duties.

§ 3 Reimbursement

It is agreed that no commission will be paid from the Principal for the services performed by the Contractor.

§ 4 Further Training Obligation

The Principal is obliged to keep the Contractor informed about any developments and changes in the field of his duties under this contract, and to supply further training where appropriate and the Contractor is to use any facilities to this end offered by the Principal.

§ 5 Competition

1. The Contractor may also work for other Principals. Should, however, the Contractor wish to work for a direct competitor of the Principal in the field of his notification as Notified Body or approval in the field of CPR (in combination with AVCP system 1, 2+), CARB/EPA/E1 and GS mark for furniture, the prior written agreement of the Principal is required.
2. In any case of a breach of this clause, the Contractor agrees to pay a contractual penalty of € 5000.

3. The Principal undertakes to inform the Contractor of future extension and narrowing of the scope of the EPH notification/approval.

§ 6 Confidentiality/ Impartiality/ Keeping and Return of Documents

1. The Contractor is obliged to maintain confidentiality of all company secrets which become known to him during the course of his working for the Principal. This duty of confidentiality is to be continued after the termination of the contract.
2. The Contractor is obliged to keep documents, which he receives from the Principal, safe and to protect them from being seen by third parties. After the termination of the freelance work for which these are relevant, at the latest after the end of the employment, these documents must be returned to the Principal. It is agreed that there shall be no right to keep such documents.

§ 7 Duration of Contract and Termination

1. The Contractor is obliged to begin working for the Principal on 25 October 2019.
2. This contractual relationship may be terminated by either party, by giving notice of intention to do so 3 months in advance of the end of the last month. Irrespective of this, the contract may be terminated under special circumstances. Termination must always be in writing.

§ 8 Choice of Law, Place of Legal Fulfillment and Place of Jurisdiction

This contractual relationship is governed by German law. Any and all disputes are to be brought before the court in Dresden. If the Principal is in default, the Principal shall bear the cost of such action.

§9 Other Agreements and Severability Clause

1. Other agreements and changes must be in writing. This requirement can neither be set aside orally, nor by tacit agreement.
2. Ineffectiveness of any part of this contract does not invalidate the other points agreed in this contract.

§ 10 Exchange of Contracts


Each party to this contract has received a copy of the contract.

Dresden, 25.10.2019

Moscow, 25.10.2019

R. Emmler

ENTWICKLUNGS- UND
PRÜFLABOR HOLZ-
TECHNOLOGIE GmbH
Zellescher Weg 24 · 01217 Dresden



Dr.-Ing. Rico Emmler
Managing Director EPH
(Principal)



Tatiana Kolganova
Representative of HighTest
(Contractor)

ANNEX: - Current CPR NANDO-list of the EPH