

## AGENCY AGREEMENT

This Agency Agreement (the “Agreement”) is made on **October 30, 2011** (the “Effective Date”) by and between by and between **Golden Mountain Enterprise Co., Ltd.** (the “Principal”), and **CHN-AllFound Automation Instruments CO., Ltd.** (the “Agent”) (each a “Party” and collectively the “Parties”).

### RECITALS

**WHEREAS**, the Principal is engaged in the business of **manufacturing and sales of industrial instruments**; and

**WHEREAS**, the Principal wishes to appoint the Agent as its exclusive agent **for promotions, sales and services of the sales of the Principle’s products consisting of:**

- **Pressure switches**
  - **Pressure transmitter**
  - **Pressure regulator**
  - **Digital pressure gauge**
  - **Level system**
  - **Temperature system**
  - **Flow system**
- ; and

**WHEREAS**, the Agent agrees to accept such appointment on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements and representations contained in this Agreement, the Parties hereby agree as follows:

#### **1. PURPOSE; APPOINTMENT.**

The Principal hereby appoints the Agent as its exclusive agent for the purpose of promotion, sales and services of sales of the principle’s products in such manner as the Principal may hereafter instruct. The Agent hereby accepts the appointment and agrees to perform the Duties and act as the Principal’s agent in accordance with the terms and conditions of this Agreement.

#### **2. TERM.**

This Agreement shall become effective as of the Effective Date and, unless otherwise terminated in accordance with the provisions of Section 4 of this Agreement, shall be for **one (1) year (until October 30, 2012)**.

As used in this Agreement, the word “Term” shall mean the full term of the Agreement.

### **3. TERRITORY.**

During the Term of this Agreement, the Agent’s shall perform its Duties in the following geographical area, which area shall be the Agent’s exclusive territory (the “Territory”):

Northeast China — Heilongjiang, Jilin, Liaoning

Northwest China — Gansu, Qinghai, Shaanxi, Ningxia, Xinjiang

North China — Hebei, Shanxi, Beijing, Tianjin, Inner Mongolia

### **4. TERMINATION.**

This Agreement may be terminated:

- (a) By either Party on provision of thirty (30) days written notice to the other Party, with or without cause.
- (b) By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party’s material breach is not cured within thirty (30) days of receipt of written notice thereof.
- (c) By the Principal at any time and without prior notice, if the Agent is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Principal, or is guilty of serious misconduct in connection with performance under this Agreement.

If at any time during the Term, the Agent does not have, or fails to maintain, a license required to perform services under this Agreement (including if the Agent’s license is revoked by a licensing or regulatory agency but not including a temporary suspension of the Agent’s license), it shall be considered a material breach of this Agreement by the Agent and this Agreement shall be terminated as of the date that the Agent first lost, or failed to maintain, the license without regard to when the Principal learns of the loss of, or failure to maintain, the license or when the Principal notifies the Agent that this Agreement has been terminated. The Principal may recover any compensation paid to the Agent after the Agent loses or fails to maintain any such license.



**5. AMENDMENTS.**

This Agreement may be amended only with the unanimous written consent of both Parties.

**6. PARTIES' REPRESENTATIONS AND WARRANTIES.**

The Parties hereby represent and warrant that:

- (a) Authority. Each Party is a legally existing entity with the authority to enter into this Agreement.
- (b) Compliance with Law. Each Party warrants that it has complied and will comply fully with all applicable laws, regulations, statutes, and ordinances.

**7. USE OF TRADEMARKS.**

The Agent recognizes the Principal's right, title, and interest in and to all service marks, trademarks, and trade names used by the Principal and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair the Principal's right, title, and interest therein, nor shall the Agent cause diminishment of the value of said trademarks or trade names through any act or representation. The Agent shall not apply for, acquire, or claim any right, title, or interest in or to any such service marks, trademarks, or trade names, or others that may be confusingly similar to any of them, through advertising or otherwise. Effective as of the termination of this Agreement, the Agent shall cease to use all of the Principal's trademarks, marks, and trade names.

**8. RELATIONSHIP OF PARTIES.**

The Agent is an independent contractor and is not an employee of the Principal.

**9. ASSIGNMENT.**

Neither Party may assign this Agreement or any interest herein without the other Party's express prior written consent.

**10. NO IMPLIED WAIVER.**

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.





**11. ENTIRE AGREEMENT.**

This Agreement constitutes the entire understanding between the Parties concerning its subject matter and supersedes all prior discussions, agreements, and representations, whether oral or written, and whether or not executed by either Party. No modification, amendment, or other change may be made to this Agreement unless reduced to writing and executed by authorized representatives of both Parties.

**12. HEADINGS.**

The headings of sections in this Agreement are provided for convenience of reference only and are not intended to be a part of or affect the meaning or interpretation of this Agreement or any section.

[SIGNATURE PAGE FOLLOWS]



**NEW-FLOW**



**Golden Mountain Enterprise Co., Ltd.**  
No. 3 Lane 296 Hsin-Ya Rd. Chien-Chen Dist. Kaohsiung, Taiwan  
TEL: 886-7-8135500 FAX: 886-7-8225588/8159758  
EMAIL: info@new-flow.com  
www.new-flow.com

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.

**PRINCIPAL**

Golden Mountain Enterprise Co., Ltd.

By: \_\_\_\_\_  
Name: Ming-Chung Hou  
Title: President

**AGENT**

CHN-AllFound Automation Instruments CO., Ltd.

By: \_\_\_\_\_  
Name:  
Title:

