

PRINCO™

Princo Instruments, Inc.

1020 Industrial Blvd.
Southampton, PA 18966 U.S.A.
Tel: 215 355-1500, Fax: 215 355-7766
www.princoinstruments.com

Princo™ Process Control International Representative Agreement

Shanghai Xiongfeng Automation Control Engineering Co., Ltd.
is the **EXCLUSIVE AGENT** in the People's Republic of China.

There are and will be no other agents in the territory.

Whereas, Princo Instruments, Inc., hereinafter referred to as PRINCO, is a manufacturer of several categories of products as outlined in the "Process Controls Representative Sales Policy", and Shanghai Xiongfeng Automation Control Engineering Co., Ltd., hereinafter referred as EXCLUSIVE AGENT, is in the business of selling industrial instrumentation and/or controls, we have entered into this agreement with obligations as follows:

PRINCO agrees to:

- A) Assign the EXCLUSIVE AGENT exclusive territory, as indicated herein, for the sale of Level Control Instrumentation, and there are and will be no other agents in the given territory. The exclusive territory is:
Peoples Republic of China
- B) Provide appropriate data and documentation as required by the EXCLUSIVE AGENT in order to become familiar with the product line.
- C) Forward to the EXCLUSIVE AGENT any inquiries for PRINCO products, that come from the exclusive territory of the EXCLUSIVE AGENT. All products sold to the given territory are to be ordered by the EXCLUSIVE AGENT. The EXCLUSIVE AGENT is responsible for after the sale service in the given territory. Agents in other territories, as well as PRINCO, will not sell in the People's Republic of China.

EXCLUSIVE AGENT agrees to:

- A) Diligently, faithfully, and using their best efforts and skill, solicit the placement and procurement of orders for PRINCO's products in the EXCLUSIVE AGENT's territory.
- B) Not handle any products in direct competition with the products the EXCLUSIVE AGENT sells for PRINCO.
- C) Conduct his business in accordance with all applicable rules, regulations, ordinances, laws, and public authorities; and pay or discharge at their own expense any and all costs, charges, fees and taxes that may be levied or imposed by any and all such authorities upon or by reason of the conduct of their business.
- D) Neither create, not attempt, nor purport to create any liability on the part of PRINCO, of any kind or nature whatsoever.
- E) Hold PRINCO free of any obligation for payment of any monies to the EXCLUSIVE AGENT, other than for services performed by the EXCLUSIVE AGENT for which the customer pays PRINCO.
- F) All orders placed with or received by the EXCLUSIVE AGENT, shall be subject to PRINCO's acceptance or rejection at their principal place of business in Southampton, Pennsylvania.

This agreement shall commence on February 18, 2016 and with acceptance by both parties. It shall continue in force and effect until renewed, revised, or cancelled. Renewal or revision of this agreement must be agreed to in writing by both parties. This agreement may be cancelled by either party by giving thirty (30) days written notice.

If you agree and accept the foregoing please sign below, retain one copy for your files, and return one copy to PRINCO.

Princo Instruments, Inc.

Shanghai Xiongfeng Automation Control Engineering Co., Ltd.

By:

Paul C. Waser

Paul C. Waser, President and C.E.O.

By:

Authorized Representative

Date:

2/18/2016

Date:

2/19/2016

