



Alubel S.p.A.(Alubel) is an Italian major manufacturer of metal sheets and panels operating primarily in the building sector and the market leader in a range of aluminium roofing sheets, with a strong presence on European markets.

KK Holding Pvt. Ltd. (KK Holding) is a company with presence in Indonesia, India, Sri Lanka, Thailand, Hong Kong, East Africa & UAE (Gulf), operating in design, manufacturing and installation of Facade and Doors and Windows systems.

(together, the 'Parties')

This letter constitutes a MoU to advance the cooperation between Alubel and KK Holding regarding:

- Promotion and marketing of Alubel full product range
- Placement on the market of Indonesia, India, Sri Lanka, Thailand, Hong Kong, East Africa & UAE (Gulf)
- Follow-up of installations and verification of properly done realizations to create a good branding for both companies;

This MoU does not constitute a legal partnership, employment or other form of engagement between the parties other than as defined in this document. Despite this, if any controversy arise, this MoU will be governed by and construed in accordance with the Italian laws.

This letter does constitutes an interim agreement between Alubel and KK Holding. The Parties agree that a formal review of the operation of this MoU will take place on or before 31 December 2021.

This agreement cannot be automatically renewed and will expire definitively in July 2022. Should market conditions suffer a drastic change or should any other unforeseen event make the cooperation in between KK Holding and Alubel impossible, the company will inform the other in written in the earliest possible time. In every case this MoU could be finished without any claim or request of refund made by the Parties.

### 1) Exclusive partnership

It was agreed that Alubel and KK Holding will work exclusively with each other in relation to the importation, marketing and sale of the whole Alubel product range in India & Sri Lanka;

## 2) Distribution activity

In the above territories, KK Holding has a well-established list of Customers in the building sector to which it engages to promote Alubel extensively with all reasonable means, as well as to present the product to the Architects and Specifiers community with dedicated activities in view of having the product named in projects in a very early stage;

## 3) Marketing material

Alubel engages in supplying to KK Holding a set of samples. KK Holding engages in designing and printing a technical brochure as well as a sales brochure, for which Alubel will provide backup info and all needed images/logos;

## 4) T&C

-Quality of the goods: the quality of the goods is to be conform to the features reported in the Alubel Technical Data Sheets. In case of specific needs, they will be agreed together by the Parties;

-Price: will vary following every price list update that will be sent by Alubel;

-Production: usually 4 weeks for standard products. In case of specific needs, they will be agreed together by the Parties;

## 5) Payment terms

Alubel works with Credit Insurance so payments will be agreed following its conditions;

## 6) Targets and bonuses

A first revision of the MoU is foreseen on or before 31 of July 2022.

## 7) Intellectual property

Neither party to this MoU shall use or refer to the name, logo or any other designation of the other party without the prior written consent of that other party (such consent not to be unreasonably withheld or delayed). The parties shall immediately cease to use in any manner whatsoever such materials and logos, trade marks or other intellectual property rights of the other party upon termination or expiry of this MoU for any reason;

## 8) Confidentiality

The parties agree and acknowledge that both the terms of this MoU and the discussions relating to the collaborative activity are confidential and neither party will disclose them without the prior written consent of the other party;

### 9) General Provisions

-Clauses 7), 8) and this clause survive termination of this MoU;  
-Each part will appoint as its nominated representative, the following person to exercise any function relevant to each party's duties under this MoU. Either part may replace its nominated representative by written notice to the other Party:

Alubel:  
Franco Beltrami

KK Holding:  
Shiva Madhukar

All notices under this MoU must be in writing and must be sent by email, prepaid registered post or hand delivery, to the nominated representative;

-Each part will bear its own costs arising from, or in connection with the preparation, negotiation and execution of this MoU;

-Both parties must not assign, navate or otherwise transfer any of its rights or obligations under this MoU without the prior written consent by the other part;

-Neither Part is authorised to incur, assume or create in writing or otherwise any liability of any kind whether expressed or implied in the name of or on behalf of the other Part without prior written consent of that part;

-This MoU may only be amended by written instrument executed by the authorised representatives of the Parties.

Agreed and Accepted on <sup>26</sup>.07.2021

For KK HOLDING LLP

DESIGNATED PARTNER

KK Holding Pvt. Ltd.

Alubel SpA