

## AGENCY AGREEMENT

Concluded between

**Agile Europe s.r.o.**

Registered office at Safranova 14, 106 00 Prague, Czech Republic.

Registered in the Commercial Register held by the Regional Court in Prague.

Company ID No. 28230891, Represented by Vladimir Sys, Managing Director  
(Hereinafter referred to as "AGILE" or "Company")

And

**JLC BEST Construction Opc**

registered office at EL Delacruz Apartment, 756 Carola St., Brgy. 455, Zone 45, Sampaloc, Manila, Philippines

Represented by Mr. Julius Calimag, Managing Director

(Hereinafter referred to as "JLC BEST" or "Agent" and together with AGILE just "Parties")

on the day, month and year specified below entered into this Agency Agreement (hereinafter only "the **Agreement**")

### 1 DEFINITIONS

1.1 In the Agreement:

- 1.1.1 **Products** - means products manufactured or sold by AGILE (solar power systems and solutions, PV panels, solar inverters, mounting systems, batteries and battery storage systems, battery chargers, charge controllers, distribution boxes, Mini-grid and Micro-grid systems etc.), control systems and software applications according to the context all together or any of them.
- 1.1.2 **Services** – means activities that AGILE may perform during execution of projects in the specified market, such as solution design, project planning, project management, technical support, feasibility studies, site surveys etc.
- 1.1.3 **Customer** - means entity, which concluded or could conclude or has intention to conclude the Purchase contract in the Market.

### 2 SUBJECT MATTER OF THE AGREEMENT

- 2.1 AGILE hereby appoints JLC BEST as an exclusive authorized Agent for Philippine market for the promotion and sale of the Projects consisting of all Products and Services to the Customer in the Market.



### 3 AGENT'S OBLIGATION S

- 3.1 JLC BEST shall keep AGILE informed of relevant projects in the Market that may be of interest and on request at JLC BEST's expense, shall supply available documents and further information necessary for AGILE's preparation of offers, proposals and tenders.

### 4 COMPANY'S OBLIGATIONS

- 4.1 AGILE shall generally and timely coordinate with JLC BEST the promotion and sale of Products and Services in the Philippine Market.
- 4.2 Agile shall notify JLC BEST whenever an RFQ is received for respective Market.

### 5 COMMERCIAL MODEL

- 5.1 Agent shall be entitled to the commission of the purchase order price of Products and Services in the Specified Market. The commission shall be agreed between the Parties prior the proposal submission to the Customer.
- 5.2 AGILE shall pay the commission to JLC BEST within 30 days from receipt of payment from customers on pro rata basis.

### 6 VALIDITY, EFFECT AND LIFE OF THE AGREEMENT

- 6.1 This Agreement shall be effective from the date of signatures by both Parties and shall remain valid for **24 months**.
- 6.2 Any Party has the right to terminate the Agreement by a two (2) months written notice. The notice period commences at the beginning of the next month following the notice delivery to the other party.
- 6.3 This Agreement shall be terminated by:
- 6.3.1 A termination notice under Art. 7.2. hereof.
- 6.3.2 An Agreement of the Parties.
- 6.4 The termination of this Agreement shall be without prejudice to each Party's obligation to fulfil its obligations for completing the projects in respect of which the Purchase Order has been accepted by the Parties before the termination of an Agreement.

### 7 COMPLIANCE WITH LAW, DISPUTES

- 7.1 This Agreement as well as the rights and obligations arising from or related to this Agreement shall be governed by the laws of the Czech Republic, EU in particular by Act No. 89/2012 Coll., the Civil Code, which complies with European Council Directive 86/653/EEC of 18 December 1986.
- 7.2 Where a conciliatory settlement is impossible, all disputes arising from the Agreement and/or in connection with it shall be finally decided with the Arbitration Court attached to the Czech Chamber of Commerce of the Czech Republic according to

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Boudnikova 2538/13  
180 00 Prague 8, Czech Republic, EU

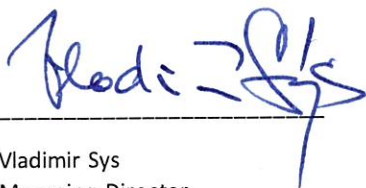
Tel: +420 724 535 274  
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Mail: [info@agile-europe.com](mailto:info@agile-europe.com)

its Rules by three arbitrators in accordance with the Rules of that Arbitration Court. All the dealings, including the documentation considered in such dealings, shall be held/made/executed in English.

The Parties declare that they have read this agreement, and they consent to its content, in witness of which they attach their signatures.

On Behalf of the AGILE:

In Prague on **22.5. 2025**



Vladimir Sys  
Managing Director  
Agile Europe s.r.o.

On Behalf of the JLC BEST:

In \_\_\_\_\_ on \_\_\_\_\_

Julius Calimag  
Managing Director  
JLC BEST Construction Opc



# CERTIFICATE OF DISTRIBUTORSHIP

Agile Europe certifies that

**JLC BEST Construction Opc**

is the **Exclusive Distributor** for the Products and Services  
of Agile Europe **within the Philippines**,  
with full rights to distribute and represent the brand from June 1, 2025 to June 1, 2027.

Issued on May 20, 2025.

Signed,

Vladimir Sys, CEO

Agile Europe

