

# Sourcing Agency Agreement

**Between**

**Nine United China Ltd  
and  
Nine United Ltd.**

(hereinafter referred to as "Nine United")

**And**

**The Capital Region of Denmark**

(hereinafter referred to as "the Region")  
(all 3 parties referred to as "the Parties")

**Whereas**

The Parties have entered this agreement "the Agreement" to appoint Nine United on behalf the Region to find relevant suppliers "the Suppliers" for sourcing of the following products:

- Surgical gowns
  - Face shields
  - Surgical masks and
  - Any other medical equipment which deems capable for the treatment of, containment of or protection from COVID-19.
- hereafter "the Products".

## **1. Appointment of Nine United**

- 1.1 The Region appoints Nine United and Nine United agrees to act for the purpose of negotiating and entering contracts "the Contracts" with The Suppliers regarding the Products in accordance with Power of Attorney dated March 31, 2020 (Appendix 1). Nine United will prepare contracts on the terms and conditions at set out in the contract template (Appendix 2) and up to a sum of Euro 5.000.000,- (five million euros) for each contract. The contracts will be in force when the Region has confirmed by signature.



## **2. Legal Status of the Nine United**

- 2.1 Nine United has the authority to conclude and pay upfront the Suppliers regarding the Contracts entered in accordance with clause 1.1. on behalf of The Region with binding effect for The Region.
- 2.2 In the event that Nine United locates a Supplier to deliver the Products, the Region is obliged to place orders with that Supplier during the term of this Agreement through the use of Nine United as a sourcing agent.

## **3. Nine United's General Obligations**

- 3.1 At all times Nine United will act diligently and faithfully on behalf of The Region.
- 3.2 The Suppliers will invoice Nine United in accordance with the Contracts and Nine United will pay the Suppliers on behalf of the Region.
- 3.3 Nine United shall at all times comply with the laws and regulations of the Republic of China in connection with its performances under this Agreement. It is the obligation of Nine United to support The Region and its transporters regarding any approvals necessary for the export of the Products.
- 3.4 Nine United must follow any reasonable instructions from The Region.

## **4. Payment of commission**

- 4.1 Nine United shall be entitled to commission of all Contracts entered and fulfilled in accordance with this Agreement. Unless otherwise agreed in writing, the commission covers all expenses incurred by Nine United in meeting its obligations under this Agreement.
- 4.2 The commission is calculated as 2.5 % of the net invoice amount of each Contract.
- 4.3 Nine United will pay all Contracts, and the Region will transfer the Contract amount to Nine United. Nine United will invoice the Products and the commission by completion of each agreed batch, and the amount will be deducted in the amount already paid by the Region.

## **5. Liability**

- 5.1 Nine United is not liable for any loss the Region might have as a result of the Contracts and the Agreement. The Parties acknowledge that the current market situation for the Products is extraordinary and without precedent. Nine United will use all their experience and knowledges regarding doing business in China, but the Region is aware that the Products are not within the normal products range of Nine United, and as a result of that mistakes can happen.
- 5.2 Nine United will be acting on behalf of the Region, and it is the responsibility of the Region that all regulations regarding public procurement will be complied with.

## **6. Term and termination**

6.1 The appointment of the Nine United will commence on March 31, 2020 and shall continue until August 1<sup>st</sup> 2020. During the term the Agreement can be terminated by either party giving to the other party 5 days notice in writing.

**7. Miscellaneous**

7.1 Any part of this Agreement, which is held to be invalid or unenforceable under the law of which it is subjected, shall not affect or invalidate the remainder of this Agreement, which shall be enforceable to the maximum extent permitted by such law.

**8. Law and jurisdiction**

8.1 The parties agree that any disputes arising under or in any way connected with the subject matter of this Agreement shall be subject to Danish law.

8.2 All disputes arising out of or in connection with the present Agreement shall be submitted to Københavns Byret, Denmark.

Date: 15/4-20

Date:

On behalf of The Region:

For the Nine United:

  
Martin Magelund Rasmussen  
Centerdirektør  
Rigshospitalet  
HovedOrtoCentret  
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