



NON EXCLUSIVE DISTRIBUTORSHIP AGREEMENT
Contract No. DA-16-025-KSV

This Non Exclusive Distributorship Agreement (the “**Agreement**”) is made on this 25th day of June 2016 (the “**Effective Date**”) at **Double A (1991) Public Company Limited** in Pranchinburi, Thailand by and between:

- (1) **Double A (1991) Public Company Limited**, a company duly registered and existing under the laws of Thailand, having its office located at 1, Moo 2 Thatoom, Amphur Srimahaphote, Pranchinburi, Thailand (hereinafter referred to as the “**Company**”) of the one part, and
- (2) **Letra Com Sh.p.k (Nr. Fiscal: 600143276)**, a company duly registered and existing under the laws of Republic of Kosovo, having its office located at Lagjia Kalabria, Blloku A1, Llamella 4, Hyrja 3, 10000 Prishtine, Republic of Kosovo (hereinafter referred to as the “**Distributor**”) of the other part.

Each of the foregoing parties is individually referred to herein as a “**Party**” and any two of them are preferred to herein as “**Parties**”.

WHEREAS, the Company desires to appoint the Distributor as its non-exclusive distributor for the marketing, promotion and sales of printing and copying papers (collectively, the “**Products**”) in the Territory as hereinafter defined; and

WHEREAS, the Distributor is engaged in certain business in the Territory as hereinafter defined and also desires to accept such appointment for the marketing, promotion, and sales of Products in the Territory;

NOW, THEREFORE, it is agreed as follows:

CLAUSE 1 – DEFINITION

As used in this Agreement, unless the context otherwise requires:

“**Confidential Information**” means any and all financial, technical, commercial or other information of the Company and/or its affiliates (hereinafter referred to as “**Double A Group**”), whether in writing or by oral, including without limitation all information, know-how, notes, client lists and records, reports, analyses, financial statements, compilations, studies, forms, business or management methods, marketing data, fee schedules, information technology systems and programs, software, projections, forecasts or trade secrets of Double A Group, as applicable, whether or not such Confidential Information is disclosed or otherwise made available to the Distributor by Double A Group pursuant to this Agreement. Confidential Information shall also include the terms and provisions of this Agreement and any transactions consummated or documents executed by the Parties pursuant to this Agreement.

“**Effective Date**” means when this Contract is signed by the authorized persons of both parties.

“**Intellectual Property**” means trademarks, service marks, all copyrights in any written material, plans, designs or other work relating to the manufacture or supply of the Products, all design rights relating to the manufacture or supply of the Products (whether or not protected by copyright), all know-how, technical or other information or expertise, trade secrets or Confidential Information

บริษัท ดับเบิล เอ (1991) จำกัด (มหาชน)

(ทะเบียนเลขที่ 0107537000602)

สำนักงานใหญ่ 1 หมู่ 2 ต.ท่าตูม อ.ศรีมหาโพธิ์ จ.ปราจีนบุรี 25140

โทร : (037) 208800-39 แฟกซ์ : (02) 6591441

DOUBLE A (1991) PUBLIC COMPANY LIMITED

Head Office 1 Moo 2, Tha Toom, Amphur Sri Maha Photo, Prachinburi 25140 Thailand

Tel : (6637) 208800-39 Fax : (662) 6591441

relating to the manufacture or sale of the Products, all registration of, and applications to register any of the above, all rights in the nature of the above in any jurisdiction and all rights in the nature of unfair competition rights or rights to sue for passing-off relating to the Products, in each case belonging to Double A Group.

“**Products**” mean printing and copying paper and/or other products as indicated in Annex 1 and as may be further supplemented or modified by the mutual agreement of the Parties hereto from time to time.

“**Territory**” means territory of Republic of Kosovo.

CLAUSE 2 – APPOINTMENT OF DISTRIBUTOR

- 2.1 The Company appoints the Distributor and the Distributor agrees to act as the non-exclusive distributor of the Company for the marketing, promotion and sales of the Products in the Territory during the continuance in force of this Agreement and in accordance with the terms and conditions herein.
- 2.2 The Distributor acknowledges that there are or may be other distributors appointed by the Company inside and/or outside the Territory and that Double A Group itself has a right to market, promote, and sell the Products directly inside and outside the Territory.
- 2.3 The relationship between the Company and the Distributor hereunder is that of the seller and the buyer only. In no event shall either Party be regarded as an agent of the other Party saved only where there is a written appointment or agreement thereof signed by the Parties.

CLAUSE 3 – COMMENCEMENT AND TERM

This Agreement shall come into force on the Effective Date and continue in full force for one (1) year as from and inclusive of the Effective Date (the “**Term**”), subject to the provisions of Article 10.1, 10.3, 10.4 and 10.5 below. Either Party may, by giving a written notice to the other Party not less than thirty (30) days before the expiration of the Term, request negotiations regarding a potential extension of the Term, but any such extension and the terms thereof shall be subject to an express agreement by both Parties.

CLAUSE 4 – PAYMENT

Payment for each order shall be paid to the Company by the Distributor according to following term:

100% of the total proforma invoice price for each purchase order shall be made by means of telegraphic transfer within 60 (sixty) days after bill of lading date.

Notwithstanding the above, payment term can be reviewed and can be changed at any time by the Company at its sole discretion.

If the Distributor fails to make payment on time specified in each order, or be in default of any provision of the Agreement, the Company shall be entitled to suspend the further shipments and/or terminate the Agreement and/or claim damage or cost incurred.

CLAUSE 5 – DISTRIBUTOR’S UNDERTAKINGS

- 5.1 Unless otherwise provided herein, the Distributor hereby warrants and represents to the Company that:
- (i) the Distributor is a company registered and organized and duly existing under the laws of Republic of Kosovo;
 - (ii) the Distributor has the power and authorization to execute and perform this Agreement, and the execution and performance of this Agreement in accordance with the stipulation in its business scope, articles of association and other incorporation documents, and the Distributor has obtained all necessary and appropriate approvals and authorizations for execution and performance of this Agreement;
 - (iii) the execution and performance of this Agreement do not constitute any default or violation to any agreement entered into by the Distributor and any third party or any undertaking to any third party; and
 - (iv) this Agreement constitutes legal and valid obligations enforceable against the Distributor upon the execution of this Agreement.
- 5.2 The Distributor covenants and agrees to faithfully and diligently act as the non exclusive distributor for the Company and to use its best effort to promote, develop, and increase sales of the Company’s Products within the Territory. The Distributor shall, at all times during the continuance of this Agreement, conduct its business in accordance with the highest business standards and not perform any act which would or might reflect adversely upon the Products or business, integrity or goodwill of the Company.
- 5.3 The Distributor shall not offer the Products to customers upon any terms and conditions, which contradict this Agreement.
- 5.4 The Distributor shall not utilize the trademark or Intellectual Property of Double A Group in any manner to promote the Products or related services without first obtaining prior consent and approval from the Company. The Distributor shall at all times during the Term not use the Products as secondary item in any purchase with purchase (PWP) or purchase with gift (PWG) promotion, which may cause detrimental effect to the trademarks or Intellectual Property of Double A Group.
- 5.5 The Distributor shall sell the Products in the same condition as they have been purchased from the Company and shall not deface or alter any of the Products or its packaging or remove or modify any trademarks, trade names and/or brand names, labels, instructions or identifying insignia applied to or furnished in connection with the Products or affix thereto any trademarks, trade names and/or brand names, labels or signs except as expressly agreed by the Company in writing.
- 5.6 The Distributor shall ensure that the Products are positioned as a premium brand brands across all channels in the Territory. In accordance with applicable laws and regulations, the Distributor shall not resell the Products at loss.

- 5.7 The Products are to be stored as per the guidelines of the Company. The Company also has the right to inspect the Products from time to time at any warehouse or storage of the Distributor.
- 5.8 The Distributor shall regularly and timely provide the Company current market information such as sales by customers, inventory report, sales by Products, distribution update, and competitor activity at the beginning of each month and as requested from time to time or information as requested by the representative of the Company or its affiliates; propose or recommend to the Company new potential business opportunities and marketing campaigns/activities to develop, sustain and grow market share of the Products in the Territory.
- 5.9 Each purchase order for the Products received by the Company from the Distributor shall constitute a separate contract and any default by the Company in relation to any one purchase order shall not entitle the Distributor to treat this Agreement as having been terminated.
- 5.10 The Distributor shall support to conduct marketing activities or sale related events, campaigns and promotional activities in relation to the Products which are approved by the Company.
- 5.11 The Distributor shall:
- (i) not re-export the Products outside territory and use reasonable efforts to monitor and prevent the Products from the re-exporting to and re-importing from any country outside Territory by the unauthorized person; and
 - (ii) enter into the Sale and Purchase Agreement with any customer who places a purchase order for the Products with a minimum of 54 mt. per month. The Sale and Purchase Agreement shall be required to specify that the Products could only be resold within the Territory and shall not be re-exported to the country where the Company has a distributor; and
 - (iii) immediately bring to the attention of the Company any suspected re-exporting or re-importing of the Products sold in the Territory or of which it has notice. The Distributor shall, at the request and cost of the Company, being take part in or give assistance in respect of any legal proceedings and execute any documents and do anything necessary to prevent the Products from such re-exporting and re-importing including stop selling the product to such person or terminate the Sale and Purchase Agreement.

CLAUSE 6 – ADVERTISING AND PROMOTION

The Distributor shall display advertising materials and other signs provided by the Company and observe all directions and instructions given to it by the Company in relation to promotion and advertisement of the Products, and not make any written statement or claim as to the quality, efficiency, or manufacture of the Products without the prior written approval of the Company. The Distributor shall support to conduct marketing activities or sale related events, campaigns and promotional activities in relation to the Products, which have been approved by the Company in the Territory.

CLAUSE 7 – INTELLECTUAL PROPERTY

- 7.1 The Distributor shall not cause or permit any thing to be done which might damage or endanger the Intellectual Property of Double A Group or the title of Double A Group nor assist or allow others to do so.
- 7.2 Double A Group shall own all rights, titles and interests in and to the Double A Group's technologies and Products, including, but not limited to, patent, copyright, trademark, design, trade secret, and any other Intellectual Property rights therein. The Distributor agrees that it has no right, title or interest in the Double A Group's technologies and Intellectual Property.
- 7.3 The Distributor shall use reasonable efforts to protect the Intellectual Property from infringement in the Territory, and shall immediately bring to the attention of the Company any suspected infringement of the Intellectual Property in the Territory or of which it has notice. The Distributor shall, at the request and cost of the Company take part in or give assistance in respect of any legal proceedings and execute any documents and do anything necessary to protect the trademarks and/or Intellectual Property.
- 7.4 This Clause 7 shall continue in force notwithstanding the expiration or termination of this Agreement.

CLAUSE 8 – TAXES

The Distributor shall be responsible for all sale, use, excise, value-added or other taxes, tariffs, duties or assessments, including interest and penalties, levied or imposed at any time by any governmental authority arising from or relating to purchase and resale of Products pursuant to this Agreement.

CLAUSE 9 - FORCE MAJEURE

- 9.1 A Party hereto shall be excused from its obligations hereunder when and to the extent that performance thereof is delayed or prevented by any force majeure event, which cannot be reasonably overcome and arising from any cause or causes beyond its reasonable control, including, without limitation, any of the following events: fire, flood, earthquake, windstorm, or natural disaster; an act of terrorism, war, or hostile military action; riot or civil commotion, requisition, or destruction; rebellion, revolution, or insurrection; confiscation or damage to property by terrorists or under the order of any government or public or local authority; imposition of government sanction(s); change of law(s), decree(s), regulation(s), or government policy(ies); embargo or similar action, blockage, unavoidable stoppage, interruption at port(s), strike, lockout, or boycott; interruption or failure of utility services including but not limited to electric power, gas, water, or telephone. Adverse economic conditions or general financial or operational constraints are not deemed to be the force majeure event.
- 9.2 If either Party is affected by the force majeure event, it shall forthwith notify the other Party of the nature and extent thereof.
- 9.3 Neither Party shall be deemed to be in breach of the Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations under this Agreement to the extent that such delay or non-performance is due to any force majeure event of which it has notified the other Party; and the time for performance of that obligations shall be extended accordingly.

- 9.4 If the force majeure event in question prevails for a continuous period in excess of thirty (30) days, the Parties shall enter into *bona fide* discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable; provided, however, that if any solution or alternative arrangement cannot be reached by both Parties within sixty (60) days after the occurrence of the force majeure event, either Party shall be entitled to immediately terminate this Agreement.

CLAUSE 10 – BREACH AND TERMINATION

- 10.1 If a Party (the defaulting Party) breaches any provision of its obligations under this Agreement, the other Party (the non-defaulting Party) shall have the right to immediately terminate this Agreement after the ten (10) days period for remediation has lapsed.
- 10.2 If the defaulting Party breaches any provision of its obligations under this Agreement, such defaulting Party shall be responsible to the other Party for all direct losses or damages caused by such breach. The Parties expressly agree that, in case a Party violates, defaults or fails to perform any of its respective covenants, obligations, agreements, representations or warranties contained herein, in addition to the non-defaulting Party's right to terminate this Agreement, full legal remedies shall remain available to the non-defaulting Party in such violation, default or failure, including the right to recover monetary damages or to secure such other relief appropriate to the circumstances.
- 10.3 Either Party may immediately terminate this Agreement if the other Party (i) becomes involved in any voluntary or involuntary bankruptcy or other insolvency proceeding not terminated within thirty (30) days, or (ii) ceases to be actively engaged in business or financially capable of fulfilling its obligations under this Agreement.
- 10.4 This Agreement may be terminated at any time before the expiration of the Term by mutual agreement of both Parties.
- 10.5 Any Party can terminate this Agreement without any reason by giving the other Party a 60-day written notice in advance prior to the termination date.

CLAUSE 11 – INDEMNIFICATION

The Distributor will indemnify, defend and hold harmless the Company, its subsidiaries, directors, officers, agents and employees (collectively, the “**Indemnities**”) from and against any and all losses, suits, claims, actions, demands, liabilities or expenses, including but not limited to reasonable legal expenses and attorneys' fees (collectively, the “**Claims**”) that may be asserted against, paid, suffered or incurred by any Indemnities that arise out of, result from, are based upon or relate to the Distributor's breach of any of its covenants, representations or warranties set forth in this Agreement.

CLAUSE 12 – AMENDMENT AND WAIVER

This Agreement may be amended, modified, or supplemented only in writing signed by duly authorized representatives of both Parties. No failure to exercise and delay in exercising any right, remedy or power hereunder shall operate as a waiver thereof, nor shall single or partial exercise of any right, remedy or power hereunder preclude any other or further exercise thereof or the exercise of any right, remedy or power provided herein or by law or at equity. The waiver of the time for



performance of any act or condition hereunder does not constitute a waiver of the act or condition itself.

CLAUSE 13 – ASSIGNMENT

Each Party agrees that it will not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, any right or obligation under this Agreement without the written consent of the other Party. Any purported assignment, transfer or delegation in violation hereof shall be null and void. Subject to the foregoing limits on assignment and delegation, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Unless otherwise provided herein, this Agreement does not create and shall not be construed as creating any right or claim enforceable by any person not a Party to this Agreement.

CLAUSE 14 – CONFIDENTIALITY

14.1 The Distributor shall maintain in confidence all Confidential Information identified as such received from Double A Group, whether of a commercial or technical nature. The Distributor shall use such Confidential Information only as expressly contemplated by this Agreement and shall not disclose any such Confidential Information to a third Party or make any unauthorized use thereof. Unless otherwise provided herein, (i) the Distributor shall treat such Confidential Information with the same degree of care against disclosure, dissemination, publication or unauthorized use of the Confidential Information which it affords to its own confidential information of a similar nature or a reasonable degree of care, whichever is greater; and (ii) the Distributor shall not use such Confidential Information in violation of any use restriction in any transaction.

14.2 The obligation of confidential treatment shall not apply to any Confidential Information that (i) has become generally available in the public domain, (ii) was received from a third Party who had a right to disclose such information, or (iii) is disclosed by an order of a court of competent jurisdiction or under a statutory or other legal obligations; provided that the Distributor shall firstly inform the Company in writing before such disclosure is made.

14.3 The Distributor acknowledges that the Double A Group's Confidential Information is valuable to its business; that it is not widely known; and that the Double A Group's business depends on such Confidential Information.

14.4 To the extent necessary to implement the provisions of this Agreement, the Distributor may disclose the Confidential Information to those of its employees, consultants and professional advisers as may be reasonably necessary or desirable provided that, before any such disclosure, the Distributor undertakes to ensure that its employees, consultants and professional advisers including but not limited to its affiliates, directors, and representatives are made aware of the confidential nature thereof and that they owe a duty of confidence to Double A Group and to ensure that all such persons agree to hold the Confidential Information in confidence with the terms of this Agreement.

14.5 The Distributor undertakes not to use the Confidential Information in any way which would be harmful to the Double A Group, and agrees to notify the Company promptly of any unauthorized use, copying or disclosure of the Confidential Information of which the Distributor becomes aware and to provide all reasonable assistance to the Company so as to terminate such unauthorized use, copying or disclosure.

14.6 Upon the breach of any of the terms of this Agreement, the termination or expiration of this Agreement or the written demand of the Company, the Distributor shall promptly deliver to the Company all materials incorporating any Confidential Information and all copies thereof and, as advised by the Company, shall destroy or erase any Confidential Information contained in any materials prepared by or on behalf of the Distributor or recorded in any electronic memory or data storage device. Within fourteen (14) days of a written request from the Company, the Distributor shall certify in writing to the Company that it has fully complied with its obligations under this provision.

14.7 Confidential Information shall remain the exclusive property of Double A Group. The Distributor agrees that the Confidential Information disclosed hereunder is being received subject to Double A Group's ownership rights in such Confidential Information and subject to all relevant intellectual and/or proprietary property rights. The Distributor shall not be entitled to any right in respect of the Double A Group's Confidential Information.

14.8 The Distributor acknowledges that this Clause 14 shall survive the termination of this Agreement and continue indefinitely.

CLAUSE 15 – INVALIDITY SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable laws. However, if any provisions of this Agreement shall be held to be invalid or prohibited under applicable laws, such provision shall be ineffective only to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

CLAUSE 16 – ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between both Parties hereto and shall supersede any communications, understandings, negotiations, agreements or promises in respect hereto, which have been made either in writing or orally prior to the date hereof and are also contradictory to the provisions hereof.

CLAUSE 17 – HEADING

The heading of this Agreement is inserted only for convenience and ease of reference and is not to be considered in the construction or interpretation of any provision of this Agreement.

CLAUSE 18 – NOTICES

In case where any notice or other communications are required or permitted to be given hereunder, such notice or communications shall be in writing and may be delivered in person or sent by mail or e-mail to the address of the addressee as specified below. All such notices or other communications shall be deemed to have been duly given and received upon receipt if delivered in person, upon receipt by the postal services or upon receiving written receipt confirmation in case of the e-mail transmission.

Any notice or other document to be served under this Agreement should be delivered or sent to the Party to be served at its address set out below

(a) to the Company at :	(b) to the Distributor at :
Address : Address : 187/3 Moo 1, Bangna-Trad Km. 42 Road, Bangwua, Bangpakong, Chachoengsao 24180, Thailand	Address : Lagjia Kalabria, Blloku A1, Llamella 4, Hyrja 3, 10000 Prishtine, Kosovo
For the attention of : Name Nuchtanun Mama Title Country Representative E-mail nuchtanun_m@double a1991.com	For the attention of : Name Entela Begolli Title Director E-mail entela@letracom.eu

CLAUSE 19 – APPLICABLE LAW AND DISPUTE RESOLUTION

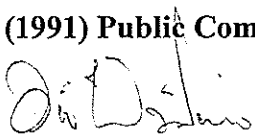
19.1 This Agreement shall be interpreted in accordance with and governed by the laws of Thailand.

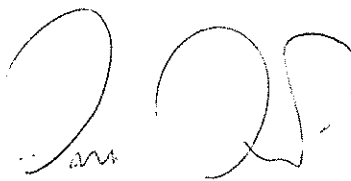
19.2 The Parties shall endeavor to resolve amicably any disputes arising in connection with this Agreement. Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding the existence, validity or termination hereof, which cannot be amicably resolved, shall be settled by arbitration in accordance with the Arbitration Rules of the Thai Arbitration Institute, Office of the Judiciary, applicable at the time of submission of the dispute to arbitration and the conduct of the arbitration thereof shall be under auspices of the Thai Arbitration Institute. The tribunal shall consist of one (1) arbitrator. The arbitration shall take place in Bangkok and shall be conducted in English language. The provisions of this Clause 19 shall survive any termination or expiration of the term of this Agreement.

IN WITNESS WHEREOF, this Agreement is made in duplicate having corresponding terms and conditions, each Party holds one copy, and the Parties hereto have read and understood the content hereof and thereby affixed their respective signatures and corporate seals (if any) on the date first above written.



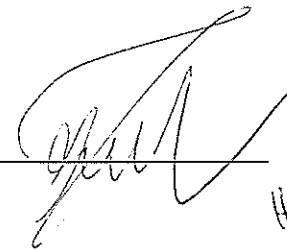
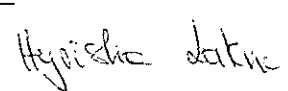
Double A (1991) Public Company Limited

Signed 
 Name: Mr. Apichai Sawpitiporn
 Position: Attorney-in-fact

Signed 
 Name: Mrs. Wrasbhisa Achapalasiri
 Witness

Letra Com Sh.p.k

Signed 
 Name: Ms. Entela Begolli
 Position: Director

Signed 
 Name:
 Witness 



Double A
Double A (1991) Public Company Limited

Annex 1

The Products are as follows:-

1. Printing and photocopying papers, including cut-size and folio papers, under the Double A, Speed Red and/or Quality brands;
2. Notebooks under the Double A brand.
3. Other products.