

DISTRIBUTOR AGREEMENT ("Agreement")

Agreement effective as of 20 January 2021 by and between **FIRESTONE BUILDING PRODUCTS SPAIN, S.L.U.**, with VAT B66130485 and having its registered office at C/Libra, no 17, Polígono Industrial Can Parellada, 08228, Terrassa, Spain ("**Firestone Spain**"), and **OCA LLC**, organized under the laws of **Russia** with principal offices in Office 1001, B.38.A1. Kuznechnaya Str., Ivanovo, 153000, Russia ("**Distributor**").

WITNESSETH

WHEREAS, Firestone Spain is engaged in the sale of EPDM membrane (hereinafter "PondEasy" and "GeoSmart"); and

WHEREAS, Distributor is skilled and experienced in the promotion, distribution, sales, and service of such membrane, and desires to be an authorized distributor of **Firestone PondEasy™** and **GeoSmart™ Single-Ply Membrane**.

NOW, THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

The following terms shall have the following meanings when used in this Agreement:

- 1.1. "**FIRESTONE SPAIN**" means FIRESTONE BUILDING PRODUCTS SPAIN, S.L.U., with VAT B66130485 and having its registered office at C/Libra, no 17, Polígono Industrial Can Parellada, 08228, Terrassa (Spain), and "**FIRESTONE EMEA**" means FIRESTONE BUILDING PRODUCTS EMEA, with VAT BE0695420714, having its registered office at Ikaroslaan 75, 1930 Zaventem, Belgium, which are both affiliates of Bridgestone Americas ("**Bridgestone**"), having its registered office at 200 4th Avenue South, Nashville, TN 37214, USA.
- 1.2. "**FIRESTONE-BRANDED**" means product which may be identified as a Firestone trademarked product by the name "Firestone" or Firestone registered trademarks, including but not limited to the words "Firestone PondEasy™" or "GeoSmart™" impressed on product or its containers.
- 1.3. "**FIRESTONE**" means Firestone registered trademark.
- 1.4. "**PRODUCT**" means exclusively (Firestone) PondEasy and GeoSmart EPDM single-ply membrane lining systems imported into Local Market.
- 1.5. "**LOCAL MARKET**" means **Russia**.



1.6. "US" and "USA" means United States of America.

2. APPOINTMENT OF DISTRIBUTOR

Firestone Spain hereby appoints the Distributor as an authorized non-exclusive distributor of Product within the Local Market. The Distributor is expected to serve the Local Market to which it is appointed.

3. OBLIGATIONS OF DISTRIBUTOR

The Distributor shall :

- (a) use its best efforts to develop the Local Market for Firestone Spain and to promote the sale of Product in the Local Market;
- (b) supply Firestone Spain with marketing information as requested from time to time;
- (c) to the extent reasonable and practicable, assist Firestone Spain in all disputes, adjustments, or differences between Firestone and end-users;
- (d) not disclose or suffer the disclosure of any of Firestone's trade secrets that shall include, but not be limited to, customer lists, product information, prices, warranty information, warranty claims, and territories/markets.
- (e) Such non-disclosure covenant shall survive the termination of this Agreement.
- (f) shall represent the Product fairly and avoid misleading or unethical business practices.

4. OBLIGATIONS OF FIRESTONE

Firestone Spain shall :

- (a) use its best efforts to assist the Distributor in the sale of Product in the Local Market;
- (b) provide support for advertisement of the Product in the Local Market, the type of support and the selection of advertising method to be mutually agreed between Firestone Spain and the Distributor;

5. ORDERS, PRICES, DELIVERY AND PAYMENT FOR PRODUCT

Any order for Product shall be submitted in writing by Distributor and shall be confirmed in writing by Firestone Spain within three (3) business days of order receipt. All orders shall be subject to Firestone's standard terms and conditions and agreed prices, as attached in Exhibit A.

Title to goods supplied shall not pass until the purchase price for such goods has been paid in full.

6. WARRANTY/INDEMNITY

The Product covered by this Agreement shall be subject to the "Firestone Materials Warranty" issued by Firestone EMEA, set forth in Exhibit B, attached hereto and made a part hereof. Firestone EMEA makes no other warranty as to Product, whether express or implied, of any kind or character.

6.1. **Additional Warranties by Distributor**

Distributor shall not have any authority to act for Firestone Spain/EMEA in any way, or to extend warranties or make representations to customers or others on behalf of Firestone Spain, except as expressly set forth in this Agreement.

6.2. **Indemnity/Limitation of Liability**

6.2.1. In the event that Distributor does in any material way advise any person contrary to Firestone Spain's written instructions, specifications or procedures concerning Product, Product use or the installation thereof, or includes any sale of Product through any misrepresentation of Product, including but not limited to Product availability or application, Distributor shall indemnify, defend, pay and save Firestone Spain, its subsidiaries and affiliates and all agents, employees, directors and officers of the same, harmless from any and all costs, judgments, damages including reasonable attorney's fees, which are incurred as a direct or indirect consequence thereof.

6.2.2. If a defect or other circumstance arises which is warranted by Firestone Spain pursuant to the "Firestone Materials Warranty" then Firestone Spain shall bear and hold the Distributor harmless from all claims by end-users under such validity issued and existing "Firestone Materials Warranty" for Product, necessary for the repair of the Product directly associated with such defect or circumstance; provided that, Firestone Spain's total responsibility in such regards shall be limited to the original cost of the Product, and Firestone Spain expressly excludes liability, whether to Distributor end-user or any other party, for consequential or similar damages, including but not limited to lost profits, goodwill or otherwise.



7. INDEPENDENT CONTRACTOR - USE OF FIRESTONE NAME

7.1. The Distributor under this Agreement is an independent contractor, buying and selling in its own name and for its own account. This Agreement does not constitute, and shall not be construed as constituting, Distributor as agent, legal representative or employee of Firestone Spain for any purpose whatsoever, nor shall this Agreement be deemed to establish a joint venture or partnership. The Distributor shall not use the name "Firestone" or any other Firestone Trademark (as defined hereinafter) as part of its company name or other registered or commercial name, including but not limited to such use in any letterhead, business card, or related item.

7.2. From time to time Distributor may solicit orders that result in direct sales by Firestone Spain to a customer in the Local Market. In such event Distributor may be paid a commission of up to 10% of the invoiced price, upon receipt of bank deposit by the customer to Firestone Spain's designated bank and account. Distributor shall not, in connections with any transaction resulting in payment of any commission, engage or have engaged in any activity that is violation of provisions of the Foreign Corrupt Practices Act of the USA or the Bridgestone internal policy on ethical business practices. No occasional sales made in this manner nor commissions paid in respect thereof shall in any matter constitute the Distributor an agent of Firestone Spain under this Agreement.

8. FORCE MAJEURE

Firestone Spain shall not be liable for direct or consequential damages or expenses arising from delays or inability to manufacture and deliver Product caused by present or future governmental laws, statutes, religions, orders, ordinances, requests or directives of any public authority or by war, fire, the elements, labour troubles, interruption or shortage of transport facilities, or by communication facilities or communication enterprises (private or public) or their personnel, inability to obtain goods, or by any other like or different cause interfering with Firestone Spain's production or delivery facilities or any of its sources of supply.

9. SIGNS

9.1. Distributor may from time to time request permission to use the name "Firestone" on signs ("Signs") advertising Product in the Local Market at its place of business or point of purchase. Such Signs shall either be provided by Firestone Spain under its standard terms and conditions for the same or may be procured by the Distributor. In the event of procurement of Signs by the Distributor, Firestone Spain shall approve such Signs in writing prior to any use.

9.2. At such time as Distributor ceases to distribute Product, Distributor shall immediately remove such Signs and return or dispose of the same as directed by Firestone Spain.



10. TRADEMARKS, PATENTS AND IMPROVEMENTS

- 10.1 Except for the right to resell Product, Distributor acknowledges that it does not have and will not acquire, whether by reason of this Agreement or otherwise, including but not limited to Distributor's use of the name "Firestone" in its Product advertising, any right, title or interest, direct or indirect, in any trademark owned by Firestone applied to Signs, Products or to any labels affixed to Products ("Firestone Trademarks").
- 10.2 Distributor shall: (i) not impair the value of the Firestone Trademarks, whether registered or not; (ii) use only the Firestone Trademarks designated by Firestone; (iii) not use trade names, trademarks, service marks, symbols, slogans, logos or the like that are confusingly similar to the Firestone Trademarks; (iv) not use the Firestone Trademarks, or any word, name or other symbol tending to be confusingly similar to the Firestone Trademarks, as part of its corporate or trade name, as an internet domain name or part thereof, or in the name of any bank account of Distributor; and (v) immediately cease any pre-existing use of the Firestone Trademarks that conflicts with the terms of this Agreement.
- 10.3 Distributor shall not use the Firestone Trademarks for purposes other than in connection with the sale of Products. Distributor shall comply with Firestone's trademark usage policy for the Firestone Trademarks.
- 10.4 Distributor shall supply to Firestone Spain copies of all advertising used by Distributor bearing the Firestone Trademarks, and Distributor shall discontinue the use of any such advertising which Firestone in its sole discretion considers to be an inappropriate use of any Firestone Trademarks.
- 10.5 Distributor acknowledges that Firestone Trademarks applied to Signs, Product or to any labels affixed to Product are the sole property of Bridgestone in all countries of the world and constitute part of the goodwill and business of Bridgestone. Distributor shall not do any act or thing which might injure the reputation of any Firestone Trademark or affect adversely Bridgestone's exclusive right therein.
- 10.6 Distributor shall promptly notify Firestone Spain of any infringement, threatened infringement, or deceptive use which has come to Distributor's attention in the Local Market or elsewhere, and of any adverse claim asserted by a third party with respect to, any Firestone Trademark applied to Signs, Product, or to any labels affixed to Signs, Product and shall render Firestone Spain such assistance as Firestone Spain may request for the purpose of restraining such infringement or deceptive use and/or taking any other appropriate action. Firestone Spain reserves for itself the sole and exclusive right to institute, maintain and settle any proceedings for the infringement or deceptive use of Firestone Trademarks.
- 10.7 In consideration of the benefit of improvements to the Product made by Firestone Spain during the life of this Agreement from time to time, all inventions, patents and patent

applications which are conceived, made or acquired by Distributor that relate to the Product shall be irrevocably licensed (royalty-free) to Firestone along with the right to sublicense such inventions, patents and patent applications.

11. INDEMNITY

The Distributor shall indemnify and defend Firestone Spain from and against any and all claims, suits, actions, causes of action and proceedings of any kind or nature attributable to and caused by the Distributor's performance hereunder, and shall hold Firestone Spain harmless from any damages, injuries, and costs, including attorney's fees, costs of defence or other expenses of any kind or nature arising out of or related to any product sold hereunder; provided that, Distributor shall not be required to so indemnify Firestone Spain to the extent such claims are proven to arise directly from Firestone Spain's negligence.

12. TERM

12.1 This Agreement shall be deemed effective upon the date first written above and shall continue in effect until January 20, 2024; provided that, the Distributor has obtained minimum purchase levels in each contract year according to the following schedule:

	GeoSmart	PondEasy
2021 :	70.000 sqm	50.000 sqm
2022 :	150.000 sqm	70.000 sqm
2023 :	250.000 sqm	90.000 sqm

In the event the Distributor does not for any contract year obtain the sales levels set out herein, Distributor hereby agrees that such failure may constitute just cause for termination and Firestone Spain shall have the right to immediately terminate this Agreement without any liability whatsoever to Distributor.

12.2 This Agreement cannot be renewed or extended by the parties and no such renewal or extension shall be implied or be deemed automatically to occur. Any relationship between the parties after the term hereof shall be the subject of a new agreement; provided that, if, in Firestone Spain's sole discretion:

- (i) Distributor has fully performed all obligations hereunder; and
- (ii) Distributor has met all minimum purchase levels as established above and otherwise by Firestone Spain; and
- (iii) There have been no material changes in the commercial conditions of the Local Market, Firestone's organizational structure, marketing strategy, or otherwise, Firestone Spain shall enter into negotiations with Distributor for such subsequent new agreement.



13. TERMINATION BY NOTICE

If either party shall fail to perform or comply with any of its obligations under this Agreement and such default shall continue for a period of thirty (30) days after the giving of written notice thereof by the non-defaulting party to the defaulting party, specifying the default, the non-defaulting party may forthwith terminate this Agreement by written notice to the defaulting party, such termination to be automatically effective upon the dispatch of such notice of termination.

14. EFFECT OF TERMINATION

14.1 Waiver of Rights

Distributor waives any and all rights to damages, compensation or indemnity for loss of profits, commissions, goodwill, unjustified enrichment, creation of clientele of customer or other like items, or for advertising costs, termination of employees' salaries and similar claims upon expiration or termination of this Agreement in accordance with the terms contained herein, or in connection with sales of Products made by Firestone Spain after expiration or termination of this Agreement.

14.2 Survival of Payment Obligation

The termination of this Agreement shall not relieve the Distributor of its liability to pay to Firestone Spain any amounts due or accrued pursuant to the Agreement to the date of such termination.

15. GOVERNMENTAL APPROVALS

The Distributor shall obtain at its expense all governmental and other approvals, consents, licenses and registrations required under the local law for the execution and effectiveness of the Agreement and any renewals thereof as well as the performance of the parties respective obligations hereunder. The Distributor shall pay all taxes, imports, fees, and charges necessary for the validation of enforcement of the Agreement.

16. COMPLIANCE WITH LAWS AND REGULATIONS

16.1 Foreign Corrupt Practices Act (FCPA).

- i. In the course of performing services under this Agreement, Distributor shall not directly or indirectly give or offer or promise to give, anything of value to any government official, political party, party official, or candidate for government office, for the purchase of influencing the recipient to do anything in his official capacity, to induce him to act in violation of his lawful duty, or to induce him to use his influence, in any case to assist in obtaining or retaining business. Distributor shall not in any other way violate the Foreign Corrupt Practices Act ("FCPA") of the United States or the laws or policies of any country in which services are rendered.



- ii. In the event that Firestone Spain discovers or reasonably determines that Distributor has failed to comply with any undertaking herein (relating to the FCPA) or that any representation required herein (relating to the FCPA) was (or has become) false, Firestone Spain shall have the right to terminate this Agreement immediately, whereupon Firestone Spain shall have no further obligations, financial or otherwise, to Distributor (and Distributor shall be obliged to return to Firestone Spain all amounts paid to it under this Agreement).
- iii. Distributor represents that, in connection with this Agreement, Distributor has not made (and will not make) any payments (or offers or promises to pay) to any official of the relevant government or government agency or to any foreign political party, party official or candidate for the purpose of influencing the recipient to do anything in his official capacity, inducing him to violate his lawful duty, or inducing him to use his influence, to assist in obtaining or retaining business.
- iv. Distributor represents that this Agreement, payments to it hereunder, and its performance hereunder do not and will not conflict with or result in a breach of any law, regulation or policy of any country or countries in which it provides services under this Agreement (including without limitation, taxation and exchange control laws and regulations).
- v. Distributor represents that Distributor has no familial relations to officials of any of the countries of the Territory.
- vi. Distributor represents that Distributor has no business relationship with officials of any of the countries of the Territory.
- vii. Distributor shall promptly furnish to Firestone Spain, at Firestone Spain's request, a certificate confirming the representation contained herein as of the date of such certificate.
- viii. Distributor shall answer in reasonable detail any questionnaire or other written or oral communications from Firestone Spain or its outside auditors, to the extent it pertains to the representations made herein or to compliance with Firestone Spain's obligations hereunder.
- ix. Firestone Spain has the right to make full disclosure of the terms of this Agreement, including the compensation paid to Distributor, to parties having a legitimate need, including the governments of the United States and the country where Firestone EMEA is seeking the business in question.
- x. Distributor agrees to notify Firestone Spain legal department of any request from personnel of Firestone Spain or its subsidiaries to take action that would result in a violation of the FCPA's prohibitions as to giving (or offering or promising to give) anything of value to foreign government officials, political parties, party officials, or candidates in order to influence any decision as to the award or continuation of business.
- xi. Firestone Spain shall have the right to audit Distributor's records with respect to any expenses for which Distributor seeks reimbursement.



16.2 Export Control, Trade Sanctions and other Laws and Regulations

Distributor represents and covenants that it will comply with all laws, regulations, and orders applicable to its performance under this Agreement, including, without limitation, export control and trade sanctions laws and regulations applicable to any import, export, purchase, and sale of goods and services subject to this Agreement, including without limitation export control and anti-boycott laws and regulations of the USA, the United Nations and the European Union. Distributor agrees to notify Firestone Spain in advance of any Product sale that may be deemed to violate any such laws, regulations, or orders, whether or not applicable to or enforceable against Distributor. Firestone Spain reserves the right to reject or cancel any order by Distributor for Products without liability to Distributor if Distributor's onward sales activities relative to such order could give rise to any liability to Firestone Spain.

17. NOTICES

Any notice to be given hereunder shall be in writing and delivered personally or by registered mail, return receipt requested, or by telefax, to the parties at their respective addresses set forth below:

- (a) If to Firestone Spain:
FIRESTONE BUILDING PRODUCTS SPAIN, S.L.U.
C/Libra, no 17
Polígono Industrial Can Parellada
08228 Terrassa, Barcelona, Spain
Tel. : 34-93 3634250
VAT. Nr B66130485

- (b) If to Distributor:
OCA LLC
Office 1001, B.38.A1. Kuznechnaya Str
153000 Ivanovo, Russia
Contact : Mr Ozerchyuk V.S.
Email: msk@oca.su
Tel : 79092474747

or to other addresses as may be from time to time furnished in writing by any party hereto.

18. **ASSIGNMENT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and Firestone Spain specifically reserves the right to assign the same, without prior to or consent by the Distributor, to any of Firestone EMEA's affiliates and/or subsidiaries; provided that, however, that Distributor shall not have the right to transfer or assign this Agreement, in whole or in part, without the prior written consent of Firestone Spain.

19. **PRE-CONTRACTUAL INFORMATION DUTY**

Parties acknowledge that the obligations with respect to pre-contractual information as provided in following PELC and Spanish regulations have been complied with.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties with respect to the transactions contemplated hereby. Neither this Agreement nor any part hereof may be amended, waived, changed or in any way modified except in writing executed with the same formality as this Agreement.

21. **PERSONAL DATA**

In the framework of the execution of the Agreement, the Parties may exchange personal data as defined in the European General Data Protection Regulation ("GDPR"). Each party will individually be responsible for the processing of the personal data in its possession and will individually be liable for the processing performed by it. A party will not be responsible for the processing performed by the other party. If the processing of the personal data falls within the scope of the GDPR, the party shall comply with the provisions thereof.

22. **SEVERABILITY/COUNTERPARTS**

If any provision of this Agreement is declared null and void or otherwise ineffective, the remaining provision shall nevertheless continue in full force and effect and be enforceable in accordance with their terms, in which case the parties shall use their best efforts to agree on an equitable provision replacing the provision declared null and void. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



23. HEADINGS

The headings of the various paragraphs of this Agreement have been inserted for the convenience of reference only and shall not be deemed to be part of this Agreement.

24. CHOICE OF LAW

This Agreement is made under the laws of Spain and shall be construed and interpreted in accordance therein.

The competent courts in Madrid shall have exclusive jurisdiction over any dispute arising hereunder.

IN WITNESS WHEREOF, the duly appointed representatives of the parties have hereto affixed their signatures as of the date first above written.

Firm : **FIRESTONE BUILDING PRODUCTS SPAIN**

By : Philip Moors

Title : Managing Director

Signature :

Date :

23/08/2021

Firm : **OCA LLC**

Address : Office 1001, B.38.A1. Kuznechnaya Str
153000 Ivanovo , Russia

By: Mr Ozerchyuk V.S.

Title : General Director

Signature :

Date :

