

DISTRIBUTOR FRAMEWORK AGREEMENT №

Between

_____”

And

[**DISTRIBUTOR**] [Note: Insert complete name of Distributor entity.]

Dated

[**DATE OF AGREEMENT**] [Note: Insert the date of signature of the agreement.]

A. PARTIES

_____”, a company existing under the laws of Ukraine, with its registered address _____, and registration number _____ (hereinafter referred to as “_____”) represented by Director _____, acting on the basis of the Charter.

[**Distributor**], a company existing under the laws of [Note: Insert the country of incorporation.], with its registered address at [Note: Insert registered address.], and registration number [Note: Insert registration number.] (hereinafter referred to as the “**Distributor**”) represented by Director _____, acting on the basis of the Charter.

The Distributor and _____ are collectively referred to as the “**Parties**” and each individually as a “**Party**”.

B. TERMS OF AGREEMENT

1. Interpretation

The definitions and rules of interpretation set out in **Appendix 1** shall apply to this Agreement.

2. Scope of Agreement

2.1 The Parties want to create an on-going partnership for the sale of _____ products and services. _____ therefore hereby appoints the Distributor who hereby accepts said appointment, as a non-exclusive Distributor of the Products and Services defined in **Appendix 2** in the Territory (or such other geographical or market area as _____ may reasonably specify from time to time) set forth in **Appendix 3**, under the terms and conditions of this Agreement.

2.2 The Distributor purchases from _____ the Products and Services for their subsequent resale or marketing in the Territory directly or through its dealers/resellers network. The Distributor, being a non-exclusive Distributor, is not the legal representative of _____ and is a separate entity in all legal, financial, economic and labour related respects and will not make any statements to the contrary. No provision of this Agreement creates any form of a legal partnership between the Parties or makes a Party the agent of another Party for any purpose. Neither Party has any authority to bind, to contract in the name of or to create a liability for the other Party in any way or for any purpose. Nothing in this Agreement shall be deemed to create an employer-employee relationship between the Distributor and _____.

2.3 Nothing in this Agreement shall operate or be construed to limit or restrict the freedom of other distributors of _____ or _____ itself to sell the Products wherever and to whomever (channel, direct or indirect) _____ may choose, and _____ may facilitate such sales by appointing additional distributors within the Territory.

3. Obligations of _____

_____ shall:

- 3.1 supply the Products and Services to the Distributor under the terms of this Agreement;
- 3.2 provide sales support to assist in creating acceptance and demand for Products and/or Services in the Territory ;
- 3.3 together with the Distributor, establish a mutual marketing plan;
- 3.4 furnish to the Distributor sales, marketing, promotional materials, training, technical data, other sales aid and information enabling effective selling of the Products and/or Services;
- 3.5 offer assistance and guidance to aid the Distributor in Distributor's obligation to establish an effective sales and service plan;
- 3.6 provide such e-commerce tools as _____ deems necessary in the circumstances and, together with the Distributor, work on increasing the use thereof; and
- 3.7 together with the Distributor, optimize logistical arrangements for the shipment of Products.

4. Obligations of the Distributor

The Distributor shall:

- 4.1 use its best effort to promote, distribute and sell the Products and/or Services in accordance with the terms of this Agreement;
- 4.2 maintain an organization of adequately trained and experienced sales and service personnel sufficient to fulfill its obligations under this Agreement within the Territory;
- 4.3 maintain an adequate stock of _____ Products and service parts in the amount of not less than average monthly sales
- 4.4 Enter into or maintain adequate comprehensive general liability insurance with a single limit of at least [Note: Insert Amount.];
- 4.5 not purchase any Products which are not originally packaged and labeled by _____;
- 4.6 not purchase any Products from sources which deal in or are otherwise engaged with any counterfeit products;
- 4.7 follow generally accepted good business practices;
- 4.8 make effective use of the e-commerce tools provided by _____ from time to time;
- 4.9 assist _____ in any possible way to improve the business relationship and the sales under this Agreement, including but not limited to providing information of any important changes in its sale organization, customers or markets;
- 4.10 provide _____ the appropriate and agreed to written information, sales out reports, inventory reports, and market forecasts regarding distribution of _____ products and services in the geography. Information should be sent within 7 (seven) days of the end of each calendar month or agreed upon frequency for the duration of this Agreement. All information should be by primary market focus area and outlet location and contain the following data in the agreed upon format: Distributor name and ID, Outlet Name and ID, Invoice ID, Date Shipped, Date Invoiced, End Customer, Product group, Number – Part, Quantity, total _____ Value.
- 4.11 notify _____ promptly of all problems relating to the Products and/or Services such as warranty issues, defects and customer complaints and cooperate with _____ to solve these matters, including but not limited to any recall or retrofit of the Products.

5. Terms and Conditions of Sale

The General Terms and Conditions of Sale as set forth in **Appendix 4** along with the provisions contained in this Agreement shall comprise the only applicable terms and conditions between _____ and the Distributor and shall apply to all purchases of the Products and/or Services in terms of this Agreement

6. Prices and Discounts

6.1 For the sale of Products and/or Services to the Distributor, the prices and/or discounts set out in **Appendix 5** ("Purchase Prices") shall apply for the period stated therein. _____ reserves the right to amend the Purchase Prices from time to time and any such amendment shall become effective fourteen (14) days after the date of dispatch of the notification of the change to the Distributor.

6.2 _____ shall issue an invoice for the Products upon shipment. The Purchase Price shall be paid free from any deductions or set-off to _____'s bank account within time period specified in **Appendix 5**. Payment shall not be deemed to have been made until _____ has received sums due to it in full in cleared funds. If the Distributor fails to make any payments as and when they fall due under these Agreement, _____ may, without prejudice to its other rights (i) suspend performance of its obligations under these Terms until such payments have been made; and (ii) charge interest on such overdue amounts equal to double rate of National Bank of Ukraine reference rate per annum upon the outstanding amounts for each day of payment delay from the due date to the date of payment in full; (iii) require partial payments of the outstanding amounts of total value equal to any Purchase Order placed by the Distributor to _____ within the overdue period, including full payment of respective Purchase Order.

6.3 _____ may fix for the Distributor certain value of the Products and Services delivered by _____ or ordered, however not paid by the Distributor (credit limit); if it is exceeded, _____ may suspend fulfillment of subsequent applications of the Distributor until the latter repays debt up to the level allowing (subject to the above limit) _____ to accept subsequent application of the Distributor for fulfillment, unless otherwise additionally agreed upon between the Parties. Supply limit (credit limit) mentioned above shall be established and reviewed by _____ on a quarterly basis, of what _____ shall notify the Distributor in writing.

7. Title and Risk

7.1. The property right of Products passes to Distributor at the moment of transferring these products, that is confirmed by registration of the account consignment note.

7.2. Risk of any loss or damage to the Products shall pass from _____ to the Distributor in accordance with agreed INCOTERMS 2010

8. Deliveries and Freight

8.1 Unless otherwise specified in writing by the Parties, delivery shall be made FCA (Incoterms 2010) _____ warehouse.

8.2 _____ shall accept all Purchase Orders consistent with this Agreement. Unless otherwise agreed by the Parties in writing, delivery periods and dates are agreed as estimates. Any provision, term or condition of any Purchase Order inconsistent with this Agreement shall only be effective when expressly accepted by _____.

8.3 In accordance with agreed delivery condition, The Distributor agrees to accept all shipments of Products from any carrier immediately upon arrival at destination, and file claims without undue delay with or against the carrier for any losses, shortages or damages of any kind. The Distributor agrees to notify _____ immediately of any such action.

8.4 Further processing of the application and delivery of the Products and Services shall be governed by the requirements of **Appendix 4**.

9. Intellectual Property Rights, Trademarks

9.1 Each Party shall remain the owner of its Background IP and nothing contained in this Agreement shall imply any transfer of title of Background IP.

9.2 _____ shall be the sole owner of all Foreground IP and shall have full title to such rights.

9.3 The Distributor shall not do or authorize any third person to do any act which would or might damage or be inconsistent with the trademarks (which term for purposes of this Agreement shall include but not be limited to trademarks, trade names, service marks, logo marks, trade dress other trade names, whether registered or unregistered) used by _____ in relation to the Products or to the goodwill

associated therewith and, in particular, will not do or authorize the alteration, obliteration, covering up or incorporation of other marks (in whole or in part) on to the Products. Except as expressly authorized in terms of this Agreement, the Distributor shall not use or authorize any third person to use the trademarks used by _____ in relation to the Products on any stationery, advertising, promotion or selling material other than the Products or other such materials supplied by _____ to the Distributor. Unless provided free of charge by _____ to Distributor on a proforma invoice, all advertising, promotion and selling materials supplied by _____ to the Distributor shall remain the property of _____ and the Distributor shall not permit any other person to make use thereof.

9.4 The use in any form of the name " _____ " or _____'s logo in the official name, company name, trading or business name, domain name or other similar name of the Distributor requires the prior written approval of _____.

9.5 The Distributor agrees to inform _____ promptly about any infringement of any of _____'s trademarks or other Intellectual Property Rights or of any act of unfair competition of which the Distributor has knowledge. _____ and the Distributor shall then jointly decide on appropriate action. The Distributor agrees to assist in every way possible in legal actions taken by _____ or its Affiliates in this regard.

10. Term of Agreement

The term of this Agreement shall be for the period of 2 years from the Signature Date of this Agreement.

11. Termination

11.1 Notwithstanding the foregoing, and without prejudice to any other rights of termination provided herein, the Agreement may be terminated immediately at any time effective upon written notice under the following conditions:

11.1.1 by either Party if the other Party commits a material breach of the terms of the Agreement, and such breach is not cured within 30 business days of written notice of such breach, if such breach is not reasonably subject to cure within 30 business days, the Party in breach has not commenced a continuous good faith effort to cure the default;

11.1.2 by either Party if the other Party commits any act of bankruptcy or has a receiver, administrative receiver or manager, administrator appointed or compounds with its creditors or takes or suffers any similar action in consequence of debt or if being a company it enters into liquidation whether compulsorily or voluntarily; or

11.1.3 by _____ if there is a change or transfer in Control of the Distributor (or any change of ownership involving a known competitor of _____), regardless of whether such change of Control occurs in one transaction or in a series of transactions. Written notice must be provided immediately to _____ if there is a change in the Control in the Distributor, regardless of whether such change in Control occurs in one transaction or in a series of transactions.

11.2 Notwithstanding the foregoing, and without prejudice to any other rights of termination provided herein, any Party shall be entitled to terminate this Agreement at any time by giving the other Party Distributor 3 (three) _____ months' _____ written _____ notice.

12. Rights and Obligations After Termination

12.1 Upon termination of this Agreement for any reason, the Distributor shall:

12.1.1 immediately cease to act as a Distributor of products of _____, including the use of electronic or printed material and shall immediately stop to represent itself as a Distributor of _____;

12.1.2 immediately pay any outstanding amounts.

12.2 Unless otherwise agreed by the Parties, _____ shall have the right and option to cancel any of the Distributor's outstanding orders for Products.

12.3 The Parties will mutually agree on conditions of the continued sale and servicing of the Products and parts thereof already paid or a return of the said Products to _____ bearing in mind the

interest of the Distributor to fulfill binding agreements with mutual customers of both the Distributor and _____.

12.4 The Distributor shall not be entitled to any compensation or indemnity from _____ or any _____ Affiliate relating to or resulting from termination or expiration of this Agreement pursuant of the terms hereof, and all rights and claims of such nature under all applicable laws are hereby irrevocably waived and released by the Distributor.

13. Warranty

13.1 Unless otherwise agreed in writing by the Parties in the Agreement, _____ warrants to the Distributor that the Products sold shall be free from defects in design, material, and workmanship, under normal use, for a maximum period of 12 months (“Warranty”) from the date of invoice for such Products. _____ shall, subject to the provisions of this Agreement and for the duration of the Warranty period specified in this clause, remedy any material defect in the Products resulting from faulty design, material or workmanship which impairs the functioning of the relevant Products.

13.2 This limited Warranty shall not apply to any Product or component thereof which:

13.2.1 has been repaired or altered outside of _____’s factory in any manner so as, in _____’s sole judgment, to affect its serviceability;

13.2.2 has been subject to alteration, accident, misuse, abuse, neglect or abnormal wear;

13.2.3 has been installed, operated or used in a manner contrary to _____’s instructions, or due to failure to follow _____’s instructions for operation and maintenance; or

13.2.4 has been subjected to abnormal or unusual physical or electrical stress or environmental conditions misused or negligently handled or operated.

13.3 _____ shall not be liable for damage due to third party acts, atmospheric discharges, excess voltage, chemical influences and for loss and damage in transit. The Warranty does not cover the replacement of parts subject to normal wear and tear. _____ accepts no warranty for the sale of used Products. If the Products are manufactured by _____ on the basis of design data, design drawings, models or other specifications supplied by the Distributor, _____’s warranty shall be restricted to non-compliance with the Distributor’s specifications as approved by _____ under this Agreement.

13.4 _____’s sole obligation and Distributor’s sole remedy under the Warranty shall be, at _____’s option and discretion, to either repair or replace at no additional charge, the defective Products (or the defective part of the Products) thereof, which is proved to breach such Warranty under the Agreement.

13.5 Except for the express Warranty set forth above, _____ makes no other representations or warranties, express or implied, statutory or otherwise, regarding the Products, their fitness for any particular purpose, their merchantability, their quality, their non-infringement, or otherwise.

13.6 All drawings, descriptive matter, specifications and advertising issued by _____ and any descriptions or illustrations contained in _____’s catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They will not form part of this Agreement in general or this Warranty specifically.

14. Liability

14.1 In no event, whether under contract, statutory law or tort, shall the aggregate liability of _____, during the term of the Agreement, exceed the value of the Purchase Price of the Products in respect of which such liability arises, to the extent possible under mandatory applicable law. This limit of liability is cumulative and not per-incident (i.e., the existence of two or more claims will not enlarge this limit). Furthermore, it applies cumulatively to all of _____’s Affiliates.

14.2 In no event, whether under contract, statutory law or tort, _____ or its Affiliates, officers, directors, employees, agents, be liable for indirect, incidental or consequential damages, including but not limited to loss of profit, loss of use, loss of production or penalty payments to the extent possible under mandatory applicable law.

14.3 The Distributor shall indemnify and hold _____ harmless from and against all losses, claim damages or other costs of any nature or kind whatsoever (including attorneys` fees) arising from a breach of any provision of the Agreement by the Distributor or the negligence, misconduct or actions of the Distributor, its officers, employees, agents of contractors. The same applies to any loss, cost or expenses incurred by _____ for claims made by any customer of the Distributor to the extent that such loss, cost or expense is in excess of the liability limits set forth in this Agreement including, without limitation, the provisions of the Warranty.

15. Export Regulations and Anti-Corruption

15.1 The Distributor shall comply with all applicable laws, regulations, provisions and acts on export (which may apply at the Signature Date or which may come into operation at any time thereafter) adopted by the United Nations, the European Union, the government of the United States of America and any other government to which _____ or _____ Corporation is subject to from time to time. This shall include (but shall not be limited to) the U.S. Export Administration Act, Trading with Enemy Act, the international Traffic in Arms Regulation (ITAR) and any embargos or boycotts. The Distributor shall not take any action which could place _____ or any other associated company in jeopardy of breaching or violating any such laws, regulations, provisions and/or acts or any interpretations thereof.

15.2 The Distributor agrees to comply fully with all applicable anti-corruption laws and regulations, including (but not limited to) those in the jurisdiction in which the Distributor is registered, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. The Distributor agrees to comply with _____'s Worldwide Anti-Corruption Policy and Worldwide Gift & Entertainment Policy, copies of which have been provided to the Distributor and which are available on request.

15.3 The Distributor shall observe all other policies, procedures and requirements as _____ may reasonably establish for buyers similar to the Distributor from time to time for the effective marketing, promotion, distribution, sale and servicing of the Products, including but not limited to _____'s Code of Ethics.

15.4 The Distributor acknowledges that the failure to comply with all applicable laws and/or _____'s policies as contemplated in this clause 15 will be deemed a material breach of this Agreement, and shall entitle _____ to terminate this Agreement (in addition to any other remedies it may have). The Distributor agrees to indemnify, defend and hold _____ harmless from any breach of the Distributor's obligation under this clause 15.

16. Confidentiality and Announcements

16.1 Neither Party to this Agreement, including but not limited to its Affiliates, owners, managers and employees shall, without the prior written consent of the disclosing Party, for any purpose other than the proper performance of this Agreement make use of or disclose or permit the use or disclosure to any third party of any trade secrets or other Confidential Information, whether relating to the method of operation or business of the other Party or the Products which it may receive or obtain either directly or indirectly as a consequence of this Agreement, or make any public announcement, communication or circular concerning the transactions referred to in this Agreement.

16.2 This obligation shall remain in force for the duration of this Agreement and after its termination or expiry (regardless of cause) with no limitation on time.

16.3 The provisions of this clause 16 shall not apply so as to limit the use or dissemination of any information which:

16.3.1 was publicly known at the time of disclosure to the receiving Party;

16.3.2 becomes publicly known through no fault of the receiving Party subsequent to the time of communication thereof to the receiving Party;

16.3.3 was in the receiving Party's possession free from any obligation of confidence at the time of communication thereof to the receiving Party;

16.3.4 is developed independently by the receiving Party or its Affiliates, and without reference to any of the disclosing Party's Confidential Information or other information has disclosed in confidence to any third party, as evidenced by contemporaneous written records;

16.3.5 required by law, by a rule of a listing authority or stock exchange to which either Party is subject or submits or by a governmental authority or other authority with relevant powers to which any party is subject or submits, whether or not the requirement has the force of law, provided that the public announcement, communication or circular shall, so far as is practicable, be made after consultation with the other Party and after taking into account the reasonable requirements of the other Party as to its timing, content and manner of making or dispatch;

16.3.6 Is rightfully obtained by the receiving Party from third party authorized to make disclosure thereof without restrictions.

16.4 A Party may disclose Confidential Information as required to comply with applicable governmental or legal orders, rules or regulations; provided that the only such Confidential Information as is required by such order, rule or regulations is disclosed.

16.5 A disclosing Party has no liability or responsibility for errors or omissions in, or any decisions made by the receiving Party in reliance on any Confidential Information disclosed under this Agreement. No warranties of any kind (whether express, implied or statutory) are made in connection with this Agreement as to the accuracy or completeness of the Confidential Information disclosed.

17. Data Protection

17.1 In performing and participating in the transactions contemplated by this Agreement, the Distributor may have access to one or more databases, applications, reports, documents and/or other information in hardcopy or electronic form that contain or process data relating to identified or identifiable individuals (“Personal Data”), which the Distributor acknowledges may be of a sensitive nature and which the Distributor undertakes to treat in a strictly confidential manner and not to use unless explicitly authorized by _____ in writing.

17.2 The Parties consent to the processing of their respective Personal Data and commit to process any Personal Data received from the other Party and/or its Affiliates in accordance with any applicable personal data processing legislation. Each Party agrees expressly that the other Party may communicate Personal Data to any service provider in and outside the European Union for accounting, financing and/or contract management purposes.

18. No Partnership or Agency

18.1 No provision of this Agreement creates a partnership between the Parties or makes a Party the agent of another Party for any purpose. Neither Party has any authority to bind, to contract in the name of or to create a liability for the other Party in any way or for any purpose.

18.2 The Distributor is an independent contracting party and nothing in this Agreement shall be deemed to create an employer‑employee relationship between the Distributor and _____.

19. Force Majeure

19.1 If a Party (the “Affected Party”) is prevented, hindered or delayed from or in performing any of its obligations under this Agreement (other than a payment obligation) by a Force Majeure Event, the Affected Party's obligations under this Agreement are suspended while the Force Majeure Event continues and to the extent that it is prevented, hindered or delayed.

19.2 In clause 19.1, “Force Majeure Event” means an event beyond the reasonable control of the Affected Party and unknown to the Affected Party at the date of this Agreement including, without limitation, strike, lock out, labour dispute, (but excluding strikes, lockouts and labour disputes involving employees of the Affected Party), supply difficulties and delays, breach of contract or disputes with the sub-contractors of the Affected Party, act of God, war, riot, civil commotion, malicious damage (but excluding malicious damage involving the employees of the Affected Party) compliance with a law or governmental order, rule, regulation or direction, embargoes and trade limitations, accident, breakdown of plant or machinery fire, flood, storm and difficulty or increased cost in obtaining workers, Products and Services or transport.

19.3 In the event that a Force Majeure Event continues for more than 120 (one hundred and twenty) days, either Party may terminate this Agreement by giving written notice to the other Party. Sufficient evidence of

such circumstances and period thereof shall be the document issued by the Chamber of Commerce and Industry of Ukraine.

20. Assignment, Subcontracting and Participation

20.1 _____ shall be entitled to assign and transfer any and all of its rights and obligations under this Agreement in whole or in part, to any of its Affiliates and the Distributor hereby consents to any such assignment and transfer.

20.2 _____ has the right to subcontract any part of this Agreement or its rights and obligations in terms of this Agreement to any of its Affiliates and/or to third-party contractors upon prior consent of the Distributor.

20.3 _____ shall be entitled to change the manufacturing location(s) of the Products without the consent of the Distributor, provided that the new manufacturing location shall have the required certifications (if and to the extent applicable).

20.4 Distributor shall be entitled to transfer, assign or subcontract any of its rights and obligations under this agreement to any of its Affiliates or third parties upon written prior consent of _____.

20.5 This Agreement shall apply for all purchases by Distributor from any of the _____ entities listed in **Appendix 6** (“**Selling Entity**”), whereas the Selling Entity shall be considered as “_____” under this agreement. Any Purchase Order for Products issued by Distributor and its fulfillment by Selling Entity shall be subject to the terms and conditions of this Agreement.

20.6 Both Parties agree that any Purchase Order placed hereunder by Distributor to a Selling Entity and any further agreements resulting thereof shall create an independent contractual relationship between Distributor and Selling Entity. Neither _____ nor any _____’s Affiliate other than the Selling Entity shall be bound by or be responsible or liable for any obligation and/or duty resulting from such Purchase Order or any further agreement resulting thereof.

21. Notices

21.1 All notices, requests, claims, demands and other communications concerning this Agreement must be in the Ukrainian language and delivered to the other party by hand or sent by registered letter, postage prepaid and return receipt requested, by fax, or by e-mail to the addresses specified in **Appendix 7** or to such other address as any Party shall designate by written notice to the other Party.

21.2 If sent by post, any notice, request, claim, demand or other communication sent by post pursuant to this Agreement shall be deemed to have been received by the Party to whom it was addressed on the first business day after the day shown as the day of receipt by a return receipt.

21.3 If sent by fax, it shall be deemed, in the absence of proof to the contrary, to have been received by the Party to whom it was sent on the business day after dispatch provided that the report generated by the sender’s fax machine shows that all pages of such notice, demand or other communications were properly transmitted to the recipients’ fax machine.

21.4 If sent by e-mail and the report generated by the sender's server shows that the e-mail was properly delivered to the recipient mail box, on the date of dispatch noted on such report.

22. General

22.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

22.2 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

22.3 Any payment to be made by any Party under this Agreement shall be made in full without any set off, restriction, condition or deduction for or on account of any counterclaim.

22.4 All the material terms of this Agreement that by their nature should survive the termination thereof for any reason shall survive the termination of this Agreement.

22.5 If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement. The Parties shall then use all reasonable endeavours to replace the invalid or unenforceable provisions by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

22.6 This Agreement constitutes the entire agreement, and supersedes any previous agreements between the Parties relating to the subject matter of this Agreement, including but not limited to all previous communications, oral or written between the Parties. No terms contained in a Party's proposals, quotations, acknowledgements, invoices or other documentation shall be part of this Agreement or shall be binding on the other Party unless explicitly agreed in writing by the Parties.

22.7 Each Party acknowledges that it has not relied on or been induced to enter into this Agreement by a representation, warranty, collateral agreement or other assurance other than those expressly set out in this Agreement or any document referred to in this Agreement.

22.8 Nothing in this Agreement limits any liability of a Party arising as a result of fraud.

22.9 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, all of which shall constitute one and the same agreement. In case of any conflict between the Ukrainian and English wording of this Agreement, the local language wording prevails.

23. Governing Law and Jurisdiction

23.1 This Agreement and any contractual or non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of Ukraine without regard to any conflict of law rules. The application of the United Nation Convention for the Sale of Products and Services shall explicitly be excluded.

23.2 _____ and the Distributor shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement. If any dispute is not resolved in an amicable manner within one (1) months of a first written request thereto by either Party to the other, it shall be resolved exclusively by the competent courts in having jurisdiction over the area of the defendant. Period starting with the date of the receipt of the written request in accordance with section 21.

IN WITNESS WHEREOF, the Parties have agreed and executed this Agreement in English and Ukrainian, in duplicate, by their duly authorized representatives as of the day and year written on the first page of this Agreement.