## **DISTRIBUTOR AGREEMENT**

("this Agreement")

is made as of

1<sup>st</sup> December 2007

by and between

## Daimler AG,

a joint stock company organized and existing under the laws of the Federal Republic of Germany, having its principal place of business at Mercedesstrasse 137, 70327 Stuttgart, Federal Republic of Germany

("DAIMLER")

and

## **Grand Premium SRL**

a limited liability company organized and existing under the laws of Republic of Moldova, registered with State Registration Chamber of the Ministry of Informational Development, Chisinau, Republic of Moldova under registration number 1003600035705, having its principal place of business at MD 2028, Sos. Hincesti 2, Chisinau, Republic of Moldova

("DISTRIBUTOR").

DAIMLER and DISTRIBUTOR are referred to individually as "Party" and collectively as "Parties".

- (b) if any Daimler Mark is used by any Authorized Reseller of DISTRIBUTOR in a manner contrary to these Trade and Service Marks Licensing Clauses and if DISTRIBUTOR does not stop such unauthorized use within thirty (30) days from receipt of a request from DAIMLER demanding discontinuation; or
- (c) if any event occurs that entitles DAIMLER to terminate the Distributor Agreement.
- 7.2 DISTRIBUTOR's right to use the Daimler Marks shall automatically terminate upon the expiration or termination of the Distributor Agreement.

## 8. Obligations upon Termination

- 8.1 In the event of termination of DISTRIBUTOR's right to use the Daimler Marks for any reason, DISTRIBUTOR shall cease to utilize the Daimler Marks for any purpose at any time after such termination and shall remove or have removed the Daimler Marks immediately from wherever they have been affixed by or on behalf of DISTRIBUTOR.
- 8.2 DISTRIBUTOR shall ensure that its Authorized Resellers and agents also adhere to the provisions of Clause 8.1 above.

Daimler AG

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Dated: .

**Grand Premium SRL** 

Gavlitskii