

# **DISTRIBUTORSHIP AGREEMENT**

**BETWEEN**

**PACIFIC MOTORS S.R.L.**

**AND**

**HYUNDAI MOTOR COMPANY**



# DISTRIBUTORSHIP AGREEMENT

THIS DISTRIBUTORSHIP AGREEMENT (the "Agreement") made and entered into this 1st day of January, 2019 by and between Hyundai Motor Company, a corporation duly organized and existing under the law of the Republic of Korea, having its head office at 12 Heolleung-ro (231 Yangjae-Dong), Seocho-Gu, Seoul, Korea (hereinafter referred to as "HMC"), and PACIFIC MOTORS S.R.L., a corporation duly organized and existing under the law of Republic of Moldova, having its head office at 5/1, Calea Mosilor Street, Moldova (hereinafter referred to as "Distributor")

## WITNESSETH

WHEREAS, HMC is engaged in the manufacture of automobiles, parts and accessories and desires to sell them in the Territory (as hereinafter defined);

WHEREAS, Distributor desires to purchase certain automobiles, parts and accessories from HMC as a distributor of HMC for sale directly or to its authorized dealers in the Territory; and

WHEREAS, Distributor desires to be appointed as a distributor of HMC and HMC is willing to appoint Distributor as a distributor under the terms and conditions hereinbelow set forth;

NOW, THEREFORE in consideration of the foregoing and mutual promises contained herein the Parties agree as follows:


### 1.00 DEFINITION

In this Agreement unless the context otherwise requires, each of the terms set forth in this Section shall have the meaning indicated

1.01 This Agreement      This Agreement as originally executed and as it may from time to time be amended.

1.02 Party                Either HMC or Distributor, as the case may be, in its capacity as a party to this Agreement and, when used in the plural, all of such Parties.

1.03 HMC Products      HMC Hyundai Branded Vehicles and HMC Hyundai Parts.

1.04 Hyundai Branded Vehicles  
Passenger cars and 1 ton range commercial vehicles sold under Hyundai Trademark (Hyundai Trademark means any registered or unregistered work or device mark consisting of or entailing the word "Hyundai" or  or any updated version thereof) in a built-up condition manufactured by HMC or assembled and/or manufactured under license from HMC, as described in Appendix A.



If to HMC :

Hyundai Motor Company  
12 Heolleung-ro (231 Yangjae-Dong), Seocho-Ku  
Seoul, Korea.

Telex No. : +82 2 3464 2449

If to Distributor : PACIFIC MOTORS S.R.L  
5/1, Calea Mosilor Street  
Chisinau, MD2024, Moldova

Telex No. : +373 22 800 888  
Facsimile No. : 373-22-83 84-71

Either Party hereto may change its address by notice given to the other Party in the manner set forth above.

#### 20.09 Execution in Counterparts

This Agreement may be executed in two or more original copies, each of which shall be deemed an original but all of which shall be deemed one and the same Agreement.

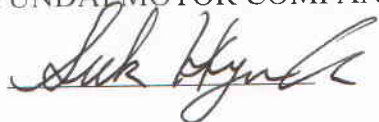
#### 20.10 Authority

Each Party hereby represents and warrants that it has full power and authority to enter into and perform this Agreement without any third party consents or governmental approvals, filings, registrations, consents or permits.

IN WITNESS WHEREOF, the Parties hereto have cause this Agreement to be executed in duplicate by their duly authorized representatives on the day and year first set forth above.

For and on behalf of  
HYUNDAI MOTOR COMPANY

By



Printed Name : Mr. Suk Hyun Ka  
Title : Director  
Europe Group

For and on behalf of  
PACIFIC MOTORS S.R.L

By



Printed Name : GARRI MENSCH  
Title : President & CEO

Witness



Printed Name : SEUNG YOUNG KWAK  
Title : General Manager

Witness



Printed Name : GARRI MENSCH  
Title : GENERAL DIRECTOR

