DISTRIBUTORSHIP CONTRACT

Concluded on December 31, 2000 in Białystok by and between:
"**BROWAR DOJLIDY**" [Dojlidy Brewery] a limited liability company with its registered seat in Białystok, at ul. Dojlidy Fabryczne 28, 15-955 Białystok, entered into the register of Entrepreneurs maintained by the Local Court [Pol. *Sąd Rejonowy*] on Białystok, Commercial Court, Registry Division, under no. RHB 1217, NIP [VAT no.]: 542-00-11-792,
represented by:
1. Janina Koczara – Member of the Board
2. Przemysław Nowacki – Member of the Board

Hereinafter referred to as the **MANUFACTURER**

And

AMTEC International of NY Corp., with its registered seat in the USA, State of New York, County of Winchester, address: 213-215 N.9th St. Brooklyn, NY 11211, USA,
represented by:
Bogdan Pajor – President,
hereinafter referred to as the **DISTRIBUTOR**.

[Rectangular sticker reading: EXHIBIT, Respondents 2]

WHEREAS the MANUFACTURER has decided to launch the Products (defined hereinafter) on the market of the Territory (defined hereinafter),

WHEREAS the DISTRIBUTOR is willing to purchase the Products for the purposes of distributing the same within the Territory,

WHEREAS both parties are planning to expand the Products' market to the Territory,

in light of the afore, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

1. For the purposes of this Contract, "Products" shall mean good produced by the Manufacturer, as listed in detail in Appendix no. 1 hereto;
2. For the purposes of this Contract, "Territory" shall mean the geographic area specified in Appendix no. 2 hereto;
3. For the purposes of this Contract, "Price List" shall mean the price listing agreed upon by the Parties hereto and provided as Appendix no. 3 to the Contract;
4. For the purposes of this Contract, the expression "Sales Schedule" shall mean the framework schedule of sales and Product delivery dates, appended hereto as Appendix no. 4.

ARTICLE 2
SUBJECT OF CONTRACT

1. This Contract is concluded to specify the terms and conditions of collaboration between the Parties with regard to the sales and distribution of Products offered by the Manufacturer.
2. The Manufacturer hereby undertakes to sell Products to the Distributor and the Distributor undertakes to purchase Products and distribute the same, at its own risk and expense, within the Territory – subject to the provisions stipulated herein.

EXHIBIT 2

ARTICLE 3
SPECIFIC OBLIGATIONS OF THE DISTRIBUTOR

1. The Distributor shall organize, of and by itself, a wholesale and retail network within the Territory and shall ensure continuous supply of the Products thereto.
2. The Distributor – during the terms of this Contract – shall make all reasonable efforts to promote and expand sales of the Products, as well as to maintain and improve the Products' reputation.
3. The Distributor shall ensure storage of the Products in conditions consistent with the standards of beer storage.
4. The Distributor shall be obliged to inform the Manufacturer of any changes pertaining to the legal status of its business (name, address, personnel, persons authorized to represent the company, composition of the management board, etc.) as well as, where necessary, provide the Manufacturer, upon request, with information necessary to establish the Distributor's financial standing.
5. The Distributor shall not be authorized to accept any orders, take any credit, make or accept any commitments, be it express or implied, for or on behalf of the Manufacturer, nor shall it be authorized to represent the Manufacturer as an agent thereof or in any other capacity other than specifically agreed in this Contract.
6. The Distributor shall not use, or allow any natural or legal person under its control to use, any trademarks, or tradenames constituting the property of the Manufacturer without prior express consent of the Manufacturer.
7. Upon expiry of this Contract, the Distributor shall discontinue the use of any trademarks, service names or other tradenames or other Product designations used under the consent of the Manufacturer, as well as any marketing materials containing such trademarks, service names, tradenames or other designations owned by the Manufacturer.

ARTICLE 4
SPECIFIC OBLIGATIONS OF THE MANUFACTURER

1. The Manufacturer hereby grants the Distributor the right to use trademarks used in the designations of the Products, within the Territory and for the duration of the term of this Contract, for purposes related to the export and sales of Products and any related marketing activities.
2. The Manufacturer undertakes to name the Distributor as the sole supplier of the Products within the Territory to any new customers.
3. The Manufacturer undertakes to maintain the adequate quality of the Products in compliance with all applicable standards.
4. The Manufacturer undertakes to use only brand-new bottles and pallets.

ARTICLE 5
PERFORMANCE OF THE SUBJECT OF CONTRACT

1. The delivery of the Products and acceptance thereof by the Distributor shall be at the Manufacturer's warehouse located in Białystok, at ul. Dojlidy Fabryczne 28 , Poland.
2. The title to the Products along with all the related costs and risks shall pass onto the Distributor as at the moment of the Product's acceptance by the Distributor confirmed in the relevant internal export invoice signed by the Distributor's authorized representative (EXW – the Manufacturer's warehouse located at ul. Dojlidy Fabryczne 28, Białystok).

3. The Distributor shall be obliged to collect the Products on a regular basis, in accordance with the Products acceptance dates specified in the Sales Schedule.

ARTICLE 6
ORDERS

1. The Parties agree that the sale of Products shall take place only on the basis of orders placed by the Distributor within timeframes and in quantities stipulated in the Sales Schedule.
2. The orders referred to in paragraph 1 shall be placed by the Distributor by mail or fax, at least 14 days in advance prior to the planned date of delivery.
3. The orders shall be subject to acceptance or rejection by the Manufacturer, in whole or in part. The Manufacturer shall notify the Distributor of the acceptance or rejection, in whole or in part, of each order within one business day or receiving the order.
4. If an order is rejected, in whole or in part, the Sales Schedule shall be subject to amendment. The amendment shall adjust the time frame for the subsequent orders from the Distributor.

ARTICLE 7
QUANTITATIVE ACCEPTANCE

1. The quantitative acceptance of the Products shall be confirmed in the form of an internal export invoice signed by the representatives of the Distributor and the Manufacturer upon verifying that the quantity of the Products is consistent with the Distributor's order.
2. If quantity inconsistencies are not notified within the time frame specified in paragraph 1 above, the Distributor shall lose the right to make claims regarding the same.

ARTICLE 8
PRICE

1. Products shall be sold by the Manufacturer to the Distributor at prices specified in the Price List applicable as at the day of the sale.
2. The Manufacturer reserves the right to change the Product prices specified in the Price List. Any such change shall be notified by the Manufacturer to the Distributor at least 30 days in advance.
3. If the prices are subject to change, the Manufacturer shall provide the Distributor with the new applicable Price List, which shall be tantamount to amendment of the prices of Products sold by the Manufacturer under this Contract.

ARTICLE 9
PAYMENTS

1. The Distributor's payment for Products requisitions in an order, constituting a *pro-forma invoice*, shall be effected by depositing 50% of the purchase price, by way of advance payment, to the Manufacturer's bank account: **Kredyt Bank S.A. Białystok** [redacted]
The remaining 50% of the purchase price shall be paid to the Brewery's bank account within 35 (thirty-five) days of the date of issue of the invoice.

2. The Manufacturer's initiation of order performance activities shall be conditional upon the receipt of the Distributor effecting the advance payment.
3. The Distributor shall be obliged to present to the Manufacturer an adequate document confirming the payment. The document can be provided to the Manufacturer in person, by mail or by fax. The Manufacturer shall accept a document provided by fax only if the content of the faxed document remains legible.
4. The Distributor's payments shall be deemed as duly effects once the funds have been credited to the Manufacturer's bank account.

ARTICLE 10
CONFIDENTIALITY CLAUSE

1. The Distributor undertakes to keep confidential, during the term of this Contract, and not disclose without prior written consent of the Manufacturer, except as required by law or a competent authority, any information that remains not publicly available and is disclosed to the Distributor, and to use Confidential Information solely for purposes related to the performance of this Contract.
2. A breach by the Distributor of the provisions of the confidentiality clause contained in this Article shall oblige the Distributor to pay to the Manufacturer a contractual penalty in the amount stipulated in Art. 12.3 of this Contract.

ARTICLE 11
CONTRACTUAL PENALTIES

1. In the case of the Distributor's failure to comply with the Product acceptance time limits stipulated in Art. 6.1., the Distributor shall pay a contractual penalty for each day of delay in the amount of 1% (one percent) of the value of unclaimed Products.
2. In the case of the Distributor's failure to comply with Product volumes specified in the Sales Schedule, the Distributor shall be obliged to pay to the Manufacturer a contractual penalty in the amount of 10% (ten percent) of the value of Products unordered and/or unclaimed in due time.
3. In the event of the Distributor's breach of the obligations specified in Art. 3 or Art. 10.1 hereof, the Distributor shall be obliged to pay to the Manufacturer, for each instance of breach, a contractual penalty in the amount of USD 5.000,- (five thousand US dollars).

ARTICLE 12
SECURITY ON MANUFACTURER'S RECEIVABLES

1. By way of securing the Manufacturer's receivables under this Contract, on the date of signing hereof, the Distributor shall submit to the Manufacturer three (3) blank promissory notes with a "protest waived" clause signed by the Distributor.
2. The Manufacturer shall be entitled to fill out any of the promissory notes, at any time, stating the amount of receivables in arrears or contractual penalties due and assign the due date thereof. The promissory notes shall be returned to the Distributor immediately upon the expiry of this Contract, provided that any and all amounts due from the Distributor to the Manufacturer have been duly settled.

ARTICLE 13

SECURITY ON CONTINUITY OF COLLABORATION

1. This Contract constitutes an agreement strictly bound to the Distributor and as such may not be assigned by the Distributor without prior written consent of the Manufacturer.
2. The Distributor shall be *obliged to inform* the Manufacturer of any changes pertaining to the legal status of its business (name, address, personnel, principles of representation, etc.).
3. The Distributor shall be obliged to inform the Manufacturers immediately, in advance of any actual or legal circumstances related to in particular:
   a) the intention to discontinue economic activity or planned suspension thereof,
   b) initiation of bankruptcy, liquidation, or enforcement proceedings,
   c) loss of the license to trade in beer.

   Failure to notify the Manufacturer of any of the circumstances specified hereinabove shall constitute a material breach of the Contract with the consequences stipulated in Art. 14.3 of this Contract.
4. The Distributor hereby represents that any entity acquiring, in whole or in part, the title to or other rights in the Distributor's business shall be bound by all of the provisions of this Contract and that the rights and obligations of the parties under the provisions of this Contract shall survive and remain fully binding. The same shall apply irrespective of whether said acquisition occurs by way of sale of assets, sale of shares, a public offering, merger, or international partnership. Otherwise, all obligations under this Contract shall remain jointly and severally binding on the owners of (partners in) the Distributor's business as at the date of signing this Contract.

ARTICLE 14
TERM OF CONTRACT AND TERMINATION

1. This Contract shall come into force as at the day of its signing and shall be concluded for a defined period of time until December 31, 2002, with the possibility of extension.
2. Each of the Parties may terminate this Contract at any time, subject to a three (3) month period of notice submitted at the end of a calendar month. In each case the notice of termination shall be served by registered mail or in person. In particular, the date of receipt of the first postal advice note by the addressee or return of the letter to the sender with an "addressee unknown" or similar annotation shall also be construed as the date on which such notice has been duly served.
3. Notwithstanding of the foregoing, this Contract may be terminated by the Manufacturer with immediate effect, subject to written notification, in the event of:
   a) failure to provide the commercial effects stipulated in the Contract, in particular the Distributor's failure to comply with the time limits, order volumes and Product acceptance terms stipulated in the Sales Schedule,
   b) declaration of bankruptcy or liquidation with regard to the Distributor, or high likelihood of any of such circumstances occurring,
   c) a material breach of another provision of this Contract.

ARTICLE 15
FINAL PROVISIONS

1. This Contracts, including the appendices hereto, constitutes the sole and exclusive agreement between the Manufacturer and the Distributor pertinent to the subject matter hereof. This Contract supersedes any prior arrangements made between the Parties, be it written or oral. Both Parties confirm that they are not bound by any agreement, guarantee, or arrangement other than provided in this Contract.
2. All the appendices to this Contract constitute integral parts hereof.
3. This Contract shall remain binding upon the successors of the Distributor in the event that the Distributor sells its assets, merges with another company, or sells or assigns any part of its business.
4. Each of the Parties hereto hereby represents and warrants to the other Party that it has the full right and authority enter into this Contract, all the necessary steps have been taken by the Party with the competent authorities to facilitate the conclusion and performance of this Contract, the Party is bound by no contractual or other obligations that would prevent it from signing or performing this Contract. Each of the Parties hereto represents that it has presented registration documents valid as at the day of entering into this Contract.
5. This Contract shall be governed by the laws of Poland, in particularly by the provisions of the Polish Civil Code.
6. Any amendment or modification of this Contract must be done in writing by mutual agreement of the Parties, otherwise null and void.
7. All property disputes arising from or in relation to this Contract shall, under the Parties agreement, be subject to settlement by the Arbitration Court at the National Chamber of Commerce in Warsaw (Poland) pursuant to the court's rules of procedure.
8. Other disputes not subject to arbitration shall be settled by a common court of law competent for the Manufacturer's registered seat.
9. The headings used by the Parties in this Contract have been included only for the sake of convenience and shall not have normative significance.
10. Any correspondence and notifications pertaining to this Contract shall be deemed as served if sent to the following service addresses of the Parties, unless an address change has been duly notified by a Party:
    a) Ul. Dojlidy Fabryczne 28, 15-955 Białystok – Manufacturer
    b) 213-215 N. 9th St. Brooklyn, NY 11211, USA – Distributor
11. This Contract has been drawn up in two identical copies, one for each of the Parties.

Signatures and stamps of the Parties to the Contract

Manufacturer	**Distributor**
[rectangular stamp reading: Member of the Board, Chief Commercial Officer, Przemysław Nowacki; (-) signature illegible] [rectangular stamp reading: Member of the Board, /illegible/]	[rectangular stamp reading: BROWAR DOJLIDY Spółka z o.o. [LLC], 15-955 Białystok, ul. Dojlidy Fabryczne 28, tel. 7410-430, Dir. 73-29-970, NIP [VAT no.] 542-00-11-792, REGON [stat. no.] 050254575]

APPENDIX No. 1
PRODUCT SPECIFICATION

to the Distributorship Contract of December 31, 2000

The **Products** shall include the following products of the Manufacturer:

1. **"Żubr" Beer**
2. **"Magnat" Beer**

APPENDIX No. 2
Territory

to the Distributorship Contract of December 31, 2000

The **Territory** shall include the territories of the following US states:

1. **New York**
2. **Connecticut**
3. **New Jersey**
4. **Illinois**
5. **Pennsylvania**

APPENDIX No. 3
Price List

to the Distributorship Contract of December 31, 2000

The Parties to this Contract Product Price List:
1. "Żubr" Beer (0.5-liter bottle) – 6.2% vol, 12.5 BLG – USD 0.43
2. "Magnat" Beer (0.5-liter bottle) – 7.0% vol, 15.0 BLG – USD 0.47

APPENDIX No. 4
SALES SCHEDULE

to the Distributorship Contract of December 31, 2000

The Parties to this Contract agree upon the following schedule of Product orders in 2001:

In the period from January 2001 to December 2001 – 462,000 0.5-liter bottles.

Day Translations

Certified Translation

Certificate of Accuracy

Witold Wojtaszko
Translator

Translated documents: Distributorship Contract of December 31, 2000 (Browar Dojlidy / AMTEC International of NY Corp.)

As a translator for Day Translations, Inc., I, Witold Wojtaszko, declare that I am a bilingual translator who is thoroughly familiar with the English and Polish languages. I have translated the attached document to the best of my knowledge from Polish into English and the English text is an accurate and true translation of the original document presented to the best of my knowledge and belief.

Signed on March 31, 2020



Witold Wojtaszko

Professional Translator for Day Translations, Inc.