

**DISTRIBUTION AGREEMENT
FOR SAMSONITE AND AMERICAN TOURISTER**

Samsonite Europe NV, a company organised and existing under the laws of Belgium, having its registered office at Westerring 17, 9700 Oudenaarde, Belgium (hereinafter referred to as "Samsonite Europe" or "Samsonite")

And

AS-Trade LLP, a company organised and existing under the laws of Kazakhstan, having its registered office at Building 236B, Gagarin Avenue, Postcode 050000 Bostandyk District, Almaty City, Republic of Kazakhstan (hereinafter referred to as "Distributor")

hereby agree as follows:

Article 1 - Definitions

Any initially capitalised terms used in this Agreement shall have the meaning for such words which is set forth in this Article, unless otherwise provided in this Agreement:

- 1.1 "**Agreement**" shall mean the agreement between the parties as expressed in this document, including its exhibits, and in any of its amendments and/or extensions.
- 1.2 "**Products**" shall mean only the Samsonite and American Tourister branded products, as may be offered by Samsonite to Distributor from time to time in its discretion.
- 1.3 Without prejudice to Article 2, "**Territory**" shall mean only:
 - specialty stores for leather goods and luggage and specialized departments for luggage and leather goods in department stores,
 - specialty stores for stationary and specialized departments for stationery in department stores,
 - specialty stores for sport and outdoor and specialized departments for sport and outdoor in department stores,
 - Industrial Sales,all located in the country mentioned in Exhibit A, excluding however the Reserved Customers. With respect to the American Tourister brand only, Territory shall also mean hypermarkets located in the country mentioned in Exhibit A.

"**Industrial Sales**" shall mean purchases of products by companies who distribute such products free of charge to either (a) the final user in the framework of an advertising campaign or (b) to members of their staff in the framework of their professional activities. For the avoidance of doubt, sales of Products to IT-Resellers or to consumers are not considered Industrial Sales.
- 1.4 "**Reserved Customers**" shall mean (i) all present or prospective US Installations, factory outlets, Samsonite concessions, Samsonite owned stores, Samsonite franchise stores (except those operated by Distributor, if any) and consumer loyalty programs as well as (ii) all customers and channels of distribution other than those described in the definition of Territory, which are exclusively reserved to Samsonite. Samsonite shall, however, be entitled to assign some or all of the Reserved Customers to other sales organisations at its own discretion.

As to travel retail (both duty free and duty paid), Samsonite has privileged relationships with third parties. Any travel retail activity by Distributor in the Territory is therefore always subject to the prior written approval of Samsonite.

- 1.5 **"Termination"** shall mean the termination of this Agreement or the expiration of its Term.
- 1.6 **"Term"** shall mean the term of this Agreement including the renewals (if any) as specified in Article 3 of this Agreement.
- 1.7 **"Samsonite IP Holdings"** shall mean Samsonite IP Holdings SARL, a company organised and existing under the laws of the Grand Duchy of Luxembourg whose principal executive offices are located at the Grand Duchy of Luxembourg, 1931 Luxembourg, Avenue de la Liberté 13-15 and/or the affiliates it controls, is controlled by or under common control with, its subsidiaries, directly or indirectly owned, and/or its (sub-) licensees, including Samsonite Europe.
- 1.8 **"Samsonite Group"** shall mean all affiliates controlled by Samsonite IP Holdings, its subsidiaries, directly or indirectly owned, and/or its (sub-)licensees.

Article 2 - Appointment and Territory


- 2.1 Subject to the terms of this Agreement, Samsonite hereby appoints Distributor and Distributor hereby accepts such appointment, as exclusive distributor in the Territory, for the sale and distribution of the Products.
- 2.2 Direct sales from Distributor to consumers are excluded, except if and as agreed otherwise in writing. Distributor acknowledges that it has no rights other than those explicitly defined in this Agreement.

However, exceptionally and in the sole discretion of Samsonite, Distributor may be able to order Products outside the scope of this Agreement, each such order (if any) being subject to prior written approval by Samsonite. For the avoidance of doubt, when and if Samsonite grants approval, such approval will be ad hoc only. It will not create any rights for Distributor, nor alter the scope, subject matter or content of this Agreement.

- 2.3 Distributor acknowledges that the Samsonite Group reserves the right to supply international customers who organise with any company within the Samsonite Group their own distribution of the Products on an international level. Distributor acknowledges that the activity of, and organised by, such international customers within the Territory is not considered as a breach of this Agreement and agrees that no compensation can be claimed from Samsonite in this respect.
- 2.4 Distributor acknowledges that the Samsonite Group is an international group of companies active as manufacturer, wholesaler and retailer of luggage, bags, travel related accessories, ICT, camera and mobile phone cases, footwear and apparel, and in general all kind of travel related solutions. The Samsonite Group sells said products throughout the world through its own sales teams as well as through a well-developed/established and still expanding network of distributors, licensees, agents, franchisees, national and international retailers organizing sales on a national or international level and also directly and indirectly through the internet (e-commerce). Distributor acknowledges that it has no rights other than those explicitly defined in this Agreement, and accepts that the existence and the activities of other channels of distribution such as, however without limitation, described in this Article 2.4, cannot

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorised representatives in two originals (one for each party).


SAMSONITE


Name: PATRICK BAILLE

Title: VP FINANCE & CFO SAMSONITE EUROPE

Date: 17.05.2021

DISTRIBUTOR


Name: Nurafina Sabira

Title: General Director

Date: 11.05.2021



