

Ricola

FINANCIJSKA AGENCIJA
ODJEL PISARNICE · ZAGREB 3

30 -06- 2017

PREDSTOJAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE

KLASA
OR. BROJ

Ricola Ltd.

Baselstrasse 31
4242 Laufen
Switzerland

Tel. +41 (0)61 765 41 21
Fax +41 (0)61 765 41 22

info@ricola.com
www.ricola.com

FINANCIJSKA AGENCIJA

Ulica grada Vukovara 70

10 000 Zagreb

Croatia

Laufen, June 28th, 2017

POJAŠNENJE

Temeljem ugovora sklopljenog 1.11.2006. između Ricola AG i AWT International d.o.o., sva plaćanja AWT International prema Ricola AG izvršavaju se u švicarskim francima (CHF) prema srednjem tečaju na dan dospijeca racuna.

Trenutna potraživanja Ricola AG prema AWT International d.o.o. na dan 28.6.2017. iznose

61 863,60 CHF.

EXPLANATION

Based on the contract signed on November 1, between Ricola AG and AWT International d.o.o., all AWT International's payments to Ricola AG are carried out in Swiss francs (CHF) according to the average exchange rate on the due date.

Current claims by Ricola AG according to AWT International d.o.o. on 28.6.2017 are 61,863.60 CHF.



Andreas Lindner
Chief Financial Officer



Patrik Haengi

Obrazac 3.

FINANCIJSKA AGENCIJA

OIB: 85821130368

Ulica grada Vukovara 70, 10 000 Zagreb
(adresa nadležne jedinice)

Nadležni trgovački sud Trgovački sud u Zagrebu
Poslovni broj spisa St-1719/2017

PRIJAVA TRAZBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:

Ime i prezime / tvrtka ili naziv
Ricola AG

OIB

No need to fill as Ricola AG is foreign company.
Adresa / sjedište
Baselstrasse 31, CH 4242 Laufen, Švicarska

PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv
AWT INTERNATIONAL Trgovina i usluge d.o.o.

OIB

57159149897

Adresa / sjedište

Slavonska avenija 52/a, 10 000 Zagreb

PODACI O TRAZBINI:

Pravna osnova tražbine (npr. ugovor, odluka suda ili drugog tijela, ako je u tijeku sudski postupak oznaku spisa i naznaku suda kod kojeg se postupak vodi)

Na temelju Ugovora o distribuciji sklopljenog između Ricola AG i AWT International d.o.o. sklopljenog 1.11.2006 i izdanog računa 90284020.

Iznos dospjele tražbine 420 863,02 (kn)

Glavnica 420 863,02 (kn)

Kamate 00,00 (kn)

Iznos tražbine koja dopijeva nakon otvaranja predstečajnog postupka
420 863,02 (kn)

Dokaz o postojanju tražbine (npr. račun, izvadak iz poslovnih knjiga
Ricola račun, izdan 21.3.2017 pod brojem 90284020 i stanje računa, izdan 25.6.2017.
Vjerovnik raspolaže ovršnom ispravom DA / NE za iznos _____ (kn)
NE

Naziv ovršne isprave

-

PODACI O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava:

-

Dio imovine na koji se odnosi razlučno pravo

-

Iznos tražbine

_____ (kn)

Razlučni vjerovnik odriče se prava na odvojeno namirenje ODRIČEM / NE ODRIČEM

-

Razlučni vjerovnik pristaje da se odgodi namirenje iz predmeta na koji se odnosi njegovo
razlučno pravo radi provedbe plana restrukturiranja PRISTAJEM / NE PRISTAJEM

-

PODACI O IZLUČNOM PRAVU:

Pravna osnova izlučnog prava:

-

Dio imovine na koji se odnosi izlučno pravo:

-

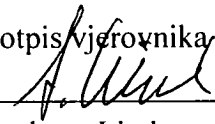
Izlučni vjerovnik pristaje da se izdvoji predmet na koji se odnosi njegovo izlučno pravo radi
provedbe plana restrukturiranja PRISTAJEM / NE PRISTAJEM

-

Mjesto i datum
Laufen, 28.6.2017

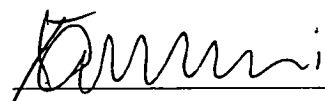


Potpis vjerovnika



Andreas Lindner

Chief Financial Officer



Patrik Haenggi



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Switzerland

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10 000 Zagreb

Croatia

Laufen, June 28th, 2017

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Current claims by Ricola AG according to AWT International d.o.o. on 28.6.2017 are 61,863.60 CHF.



Andreas Lindner
Chief Financial Officer



Patrik Haenggi

AWT INTERNATIONAL D.O.O.Slavonska avenija 52/a
10000 ZAGREB**RICOLA AG, SWITZERLAND**
BASELSTRASSE 31
CH-4242 LAUFEN
SWITZERLAND**REG.No. :**
VAT ID : CHE102.200.964.**STATEMENT OF OUTSTANDING ACCOUNT ITEMS, DATED 13.06.2017.**

According to our business records, on the day of 13.06.2017., your account contained the following outstanding items:

CHF

No.	Invoice date	Due date	Invoice number	Debit	Credit	Balance	Curr.
1	21.03.2017	19.06.2017	90283891/184750	0,00	61.863,60	61.863,60	CHF
SUM (CHF)				0,00	61.863,60	61.863,60	CHF

Sender: Mirela Gluhak

I hereby confirm the accuracy of the above statement

(place and date)

Tel: +38512481925

Fax: +38512481600

E-mail: mgluhak@awt.hr

I contest the above statement in its entirety/in part of the amount of

Reason:

(place and date)

RICOLA AG
4242 LAUFEN
28.06.17

(place and date)

If you do not respond to this STATEMENT OF OUTSTANDING ACCOUNT ITEMS within a period of ten days, we shall assume that you thereby confirm its accuracy



AWT International d.o.o.
Slavonska avenija bb
Robni terminali Zitnjak
10000 ZAGREB
CROATIA

Invoice

Number/Date
90284010 / Mar 21, 2017
Order Number/Date
R-02 / Feb 13, 2017

Delivery Note No./Date
80237708 / Mar 21, 2017
Our Order Number/Date
184750 / Feb 13, 2017

Customer Number
202156
Our Reference
MarieTheres Borer

Delivery Address

AWT Distribution Center Zagreb
Robni terminali Zitnjak
Slavonska avenija bb
10000 ZAGREB
KROATIEN

Currency
CHF

Terms
Terms of payment Up to 19.06.2017 without deduction
Basellandschaftliche Kantonalbank, CH-4144 Arlesheim
Konto 16 9.100.065.33
IBAN CH81 0076 9016 9100 0653 3
BIC BLKBCH22
Terms of delivery INCOTERMS 2010: FCA Laufen

Gross weight 6,318.610 KG, Net weight 4,969.500 KG



AWT International d.o.o. Slavonska avenija bb Robni terminali Zitnjak 10000 ZAGREB KROATIEN	Date/Document No. Mar 21, 2017 / 90284010	Page: 2
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Item	Our Material No.	Description	Delivery Quantity	Delivery Unit	Value
	Your Material No.	Quantity of cons. units	Price	Price Unit	
001	1006882	Ricola Swiss Herb Lozenges ORANGE-MINT SUGARFREE EXP.-CASE AT 12X10 BOXES 40 G ORANGE-MINT BEZ #ECERA ORANGE-MINT BEZ SECERA 40,200	50.00 CHF	100 BOX	20,100.00
				335 UK	
002	1007553	Ricola Swiss Herb Lozenges CRANBERRY SUGARFREE EXP.-CASE AT 12X10 BOX 40 G CRANBERRY BEZ #ECERA CRANBERRY BEZ SECERA 40,800	50.00 CHF	100 BOX	20,400.00
				340 UK	
003	1008213	RICOLA SWISS HONEY ALPINE SAGE CANDY CASE AT 18 BAGS 75G 1,620	78.00 CHF	100 BT	1,263.60
				90 CT	
004	1008557	Ricola Swiss Herb Lozenges LEMON-MINT SUGARFREE EXP.-CASE AT 12X10 BOX 40 G LEMON-MINT BEZ SECERA LEMON-MINT BEZ SECERA 40,200	50.00 CHF	100 BOX	20,100.00
				335 UK	

Total items		61,863.60
Output Tax 0%	61,863.60	0.00
Total in CHF		61,863.60

Summary acc. customs tariff

Text	Gross weight	Net weight	Value in CHF	Harmonized System Code No.
Lozenges/Pearls without sugar	6,162.010	4,848.000	60,600.00	2106.9040
Lozenges with sugar	156.600	121.500	1,263.60	1704.9042



AWT International d.o.o. Slavonska avenija bb Robni terminali Zitnjak 10000 ZAGREB KROATIEN	Date/Document No. Mar 21, 2017 / 90284010	Page: 3
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THE EXPORTER OF THE PRODUCTS COVERED BY THIS DOCUMENT
(CUSTOMS AUTHORIZATION NO. 7531) DECLARES THAT, EXCEPT
WHERE OTHERWISE CLEARLY INDICATED, THESE PRODUCTS ARE
OF SWISS PREFERENTIAL ORIGIN.

CH-4242 LAUFEN

Vertrag Ricola

1	0	1	8	0
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DISTRIBUTORSHIP AGREEMENT

between

RICOLA AG

and

AWT INTERNATIONAL D.O.O.



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I. Definitions

I.1 Parties

An Agreement made this November 1st, 2006, between RICOLA AG having its registered office at:

Baselstrasse 31
CH-4242 Laufen
Switzerland

represented by Jean-Pierre Knellwolf, acting as Vice-President Asia Pacific & Emerging Markets, and Markus Vogt, acting as Head of Sales International, Member of General Management,

hereinafter referred to as „RICOLA“,

and

AWT International d.o.o., having its registered office at:

Slavonska avenija bb
Robni terminali Žitnjak
10.000 Zagreb

represented by Miho Glavić acting as the President of the Board.

hereinafter referred to as the „DISTRIBUTOR“

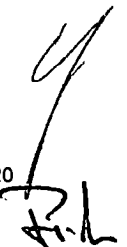
I.2 Purpose of Agreement

RICOLA hereby grants the DISTRIBUTOR the exclusive right of selling and promoting the Products in the Territory and Market Segments under the provisions set hereafter.

I.3 Products

In this agreement the Products mean those products offered for sale by RICOLA.

Those products are:



"Ricola" Herb Lozenges

(detailed specification: see price list, Annex 2)

New products or products under development will be subject to a priority option in favour of the DISTRIBUTOR after assessment of its capabilities to market said new products.

I.4 Territory

The Territory shall mean: **Croatia**

I.5 Trade Channels

The Trade Channels shall mean those distribution channels and related customer groups where the DISTRIBUTOR has best marketing abilities and relevant sales force. The Trade Channels under this Agreement are the following:

- Long Channel/ CVS
 - Kiosks
 - Tobacconist's shops
 - Petrol Stations
 - Restaurants and Petrol Stations in Motorways
 - Bars, Restaurants and Hotels
 - Baker's and Cake shops
 - Vending machines
- Wholesalers
- Short Channel
 - Food channel
 - Supermarkets
 - Hypermarkets
- Pharmacies (Drug Stores)

It is expressly agreed by the DISTRIBUTOR that it will actively market and sell the Products in the Trade Channels only.

Duty-free/Travel Retail areas are marketed by RICOLA unless otherwise agreed.

I.6 Proprietary Information

Proprietary Information means any formula, process, method of manufacture and any other information relating to the manufacture, distribution, sale or use of the Products.



I.7 Annual Operating Plan

The Annual Operating Plan (OPL) is a yearly actualised plan, who will coordinate all activities between RICOLA and DISTRIBUTOR in the Territory concerning marketing, advertising and promotion of the Ricola Brand and the Products.

The Annual Operating Plan will be discussed and mutually written agreed by RICOLA and the DISTRIBUTOR every year by November 30th latest to be effective for the next year.

A guide line for cost allocation of A&P (Advertising and Promotion) activities see in Annex 1.

II. DISTRIBUTOR's Obligations

II.1 Independent Distributorship

The DISTRIBUTOR purchases, promotes, distributes and sells the Products in its own name and for its own account. The DISTRIBUTOR shall not be in any way deemed to be the agent or representative of RICOLA. The DISTRIBUTOR is not authorized to act in the name of RICOLA and shall have no power to bind RICOLA in any way. The DISTRIBUTOR acts as an independent merchant as regards both RICOLA and its customers and uses its own employees, which at no time now or at any time in the future shall be deemed to be employees of RICOLA and RICOLA shall not therefore be accountable for such employees in any way.

Unless otherwise agreed in writing by RICOLA, any expense howsoever incurred by the DISTRIBUTOR in the sale, marketing, promotion or advertising of or in any other way connected with the Products shall be borne solely by the DISTRIBUTOR.

The DISTRIBUTOR shall fulfill its obligations by observing the following provisions:

II.2 Best Endeavours

The DISTRIBUTOR shall devote its best efforts for the sales of the Products and shall, in this respect, maintain a sufficient and effective organization.

II.3 Distribution Network

The DISTRIBUTOR shall maintain during the continuance of this Agreement a distribution network adequate for the size, geographical nature and volume of business in the Territory and Trade Channels to ensure that off the shelf availability for the Products exists.

II.4 Distributor's Staff

The DISTRIBUTOR shall maintain sufficient staff to sell, distribute and promote the sales of the Products and perform in a timely and satisfactory manner the DISTRIBUTOR's obligations. Among its staff, the Products are to be handled by a qualified Product Manager, meeting RICOLA's expectations.

The DISTRIBUTOR shall also allow RICOLA to visit customers jointly with its sales staff for business review. RICOLA will contact the DISTRIBUTOR before visiting the customers.

II.5 Marketing and Promotion of the Products

The DISTRIBUTOR shall be responsible for all listings and all activities necessary to market and promote the Products in the Territory and Trade Channels and will incur all costs arising therefrom as set out in the Annual Operating Plan.

Costs of merchandising, trade and price promotions, after acceptance between DISTRIBUTOR and RICOLA, will be borne by the DISTRIBUTOR unless otherwise agreed.

Annex 1 shall provide the general guide line for cost allocation of A&P-spending.

All elements of the Annual Operating Plan to be implemented by the DISTRIBUTOR have to be approved by RICOLA before implementation.

II.6 Sales Forecast

The DISTRIBUTOR shall remit an annual sales budget for each of the Products. He shall remit also a 3 months rolling forecast consisting of a firm order for 1 month and estimation for 2 months (please ask for a specimen, if required).



II.7 Product Traceability

The DISTRIBUTOR will ensure tracking of all products leaving his warehouse to his customers and is able to inform at all times, where defined product batches are.

II.8 Inventory and Storage Conditions

The DISTRIBUTOR shall keep a minimum inventory corresponding to 60 days sales for each of the Products so as to ensure their instant availability to its customers. RICOLA shall inform the DISTRIBUTOR in advance of the eventual out of stock situations that cause undeliveries to DISTRIBUTOR and consequently to trade customers. In case of not providing the prior notice, the possible penalties for undeliveries shall be refunded to the DISTRIBUTOR.

RICOLA will act so as to be in a position to ship ex works within 60 days, after order by fax or e-mail has been acknowledged.

All RICOLA products have to be stored in clean and dry places with a temperature between 10 to 25 C⁰.

II.9 Sales Statements

The DISTRIBUTOR shall keep complete and accurate records of its sales and agrees to present them at any time to any person duly authorized by RICOLA.

II.10 Promotion and Sales outside the Territory and Trade Channels

The DISTRIBUTOR shall not actively promote and sell the Products to customers outside the Territory and outside the Trade Channels. He also shall not establish any branch and shall not maintain any distribution depots outside the Territory.

In case the DISTRIBUTOR is operating at a whole sale level of trade the DISTRIBUTOR shall not promote and sell the Products to end-users.

The DISTRIBUTOR shall inform RICOLA about inquiries from customers, companies or persons outside the Territory and Trade Channels

Handwritten signature and initials, possibly 'F.C.L.', written in black ink.

II.11 Information of RICOLA

The DISTRIBUTOR shall with due diligence keep RICOLA informed of market conditions and state of the competition in the Territory and Trade Channels.

The DISTRIBUTOR shall further keep RICOLA informed to the best of his knowledge and with best efforts about the laws and regulations, which are in force in the Territory and which the Products must comply with as well as of infringements of the Trademarks of RICOLA.

The DISTRIBUTOR shall inform RICOLA as soon as possible (as soon as intended) about any Change of Control of DISTRIBUTOR or sale of the major part of its assets.

Periodical Information to RICOLA

Monthly inmarket sales by product
Monthly sales forecasts
Monthly stock situation
Quarterly sales report in detail
Quarterly market development figures (market general, per channel, per trade chain, distribution outlook)
Quarterly competitor's activities
Quarterly market pricing (retail prices)
Quarterly invoices marketing expenditures
Quarterly turnover situation / distribution overview per key account
Annual net net pricing per customer / chain
Annual list of marketing activities per chain

II.12 Undertaking not to compete

For the duration of this Agreement but no longer than five years from the execution of this Agreement the DISTRIBUTOR shall

- not sell, manufacture, nor have manufactured any goods that are identical or similar to the Products, and
- not directly or indirectly deal as a distributor, dealer, commission merchant or commercial agent for any third party manufacturing, distributing or selling such identical or similar goods, and
- refrain from any direct or indirect participation in a company which competes with such identical or similar goods.

Exceptions require prior written permission of RICOLA (Annex 3).

II.13 Packaging

For the duration of this Agreement the DISTRIBUTOR undertakes not to market products in a packaging that would be similar in appearance to that of RICOLA, or which could lead to any confusion with RICOLA packaging.

Upon expiration of this obligation the DISTRIBUTOR will respect RICOLA's industrial property rights.

II.14 Origin of Products

The DISTRIBUTOR will purchase the Products only from RICOLA.

III. Prices, Delivery, Terms and Product Returns

III.1 Prices

Prices to be invoiced to the DISTRIBUTOR are those listed in RICOLA's export price list, which are quoted ex works and do not include local taxes.

- Prices are, as a rule, valid for one year with revision each year as of first of January.
- Differences from the ex works standards are listed in the price list (Annex 2)
- In case, prices should incur special amendments due to unpredicted changes in costs, this will be advised to the DISTRIBUTOR by RICOLA with 3 months notice.
- The DISTRIBUTOR shall inform RICOLA about his prices to the wholesalers and retailers. He shall inform RICOLA about his intention to change his prices to the wholesalers and retailers with 3 months written notice.

III.2 Shipments

RICOLA will supply the DISTRIBUTOR with all quantities of the Products which will be needed to match its marketing needs.



Shipments will take place within 8 weeks of entry of firm order, save Act of God, industrial disputes, fire, war, strikes or any other circumstances beyond its reasonable control. In such a case, RICOLA shall inform DISTRIBUTOR no longer than five business-days after the event.

After the notice of termination of this Distributorship Agreement has been given, RICOLA shall have the right to amend any pending and subsequently made order to the extent the ordered Products are likely to be sold in the Territory and the Trade Channels within the duration of this Agreement.

On the effective date of termination, all orders made by the DISTRIBUTOR which have not yet been delivered shall be cancelled forthwith and the DISTRIBUTOR shall have no recourse against RICOLA for damages or otherwise by reason of such cancellation.

III.3 Terms

The DISTRIBUTOR shall pay the invoiced amount net without any deduction whatsoever and with exclusion of any withholding or compensation within 90 (ninety) days.

Invoicing and payment shall be made in Swiss Francs (CHF).

RICOLA makes a shipment conditional on receiving a bank guarantee, advanced payment, a letter of credit or similar instruments of financial security. This condition shall be re-discussed after a collaboration period of 3 years.

III.4 Product returns

All market returns of Products shall be born by the DISTRIBUTOR, unless those were due to a product default, for which RICOLA is responsible.

IV. RICOLA's Obligation

IV.1 Brand Recognition and Promotion

RICOLA as owner of the RICOLA-brand shall be responsible for brand recognition and promotion and will incur all costs arising therefrom as set out in the Annual Operating Plan.

IV.2 DISTRIBUTOR'S Information

Technical

RICOLA shall communicate to the DISTRIBUTOR upon signature of this Agreement available documentation and data regarding the Products that would be indispensable for obtaining administrative approval from relevant Authorities in charge of products registration and listing.

It is however understood that any registration made by the DISTRIBUTOR in its name for or on behalf of RICOLA does not entitle the DISTRIBUTOR to any property rights regarding this registration.

Cost incurred in registration will be borne by RICOLA.

Commercial

RICOLA shall inform the DISTRIBUTOR of all brochures, leaflets, publications, sales aids that it is currently issuing.

RICOLA shall also give the necessary training to the DISTRIBUTOR's employees, should this be necessary.

IV.3 Trademarks "RICOLA" in the Territory

Trademarks

RICOLA undertakes to keep the rights of the trademarks in the Territory. The cost will be at its charge.

RICOLA shall take legal actions against infringements of the trademarks and trade names whenever it considers such action necessary.

V. Duration, Termination, Renewal

V.1 Duration

The Agreement shall remain in force for a period of 1 (one) year from the day of its signature and shall thereafter renew tacitely for successive periods of 12 (twelve) months.



V.2 Ordinary Termination

This Agreement may be terminated by either party by giving to the other not less than 6 (six) months written notice expiring on the last day of the initial 1 (one) year period or on the last day of any 12 (twelve) months extension periods thereafter.

V.3 Early Termination

This Agreement may be terminated in writing by either party at any time with immediate effect for good cause. A good cause will be inter alia a violation of material obligations of this Agreement committed by the other party when not remedied within 2 (two) months after written request.

The following events shall also be considered good cause:

- a. Sales and Marketing performance: if the mutually agreed annual sales budget according to OPL is not achieved for three consecutive years;
- b. Repeated delays of payments or suspension of payments by the DISTRIBUTOR;
- c. Bankruptcy or Opening of an insolvency procedure against the DISTRIBUTOR according to local law;
- d. Court sentences that may affect DISTRIBUTOR's reputation or hamper its activities;
- e. Change of Control of DISTRIBUTOR shall also be considered as good cause for RICOLA. Change of Control applies in case of a merger, division, resumption or suspension of operations of DISTRIBUTOR of such a nature that DISTRIBUTOR is placed under the legal or effective control of people or companies different from those under whose control he is at present. This clause does not apply in case of Change of Control among members of the shareholder families. However, the Change of Control premature termination also applies, if DISTRIBUTOR acquires or develops and markets new products which are in competition to those of RICOLA. DISTRIBUTOR shall inform RICOLA immediately about such event and apply for RICOLA's approval which shall not be unreasonably withheld.

In case of inadequate support by the side of RICOLA or in case of low rotation and low sales results of the products, the DISTRIBUTOR may advise the



termination of this Agreement with 3 months prior notice, but only when not remedied by RICOLA within 2 (two) months after written request of DISTRIBUTOR.

V.4 Indemnity

No claims for compensation can be lodged by reason of the termination, save where these claims are based on the default of the other party.

The DISTRIBUTOR shall not be entitled to any leaving indemnity for goodwill created for RICOLA or for the Products or for invested monies by DISTRIBUTOR or increasing RICOLA's business.

V.5 Product Liability

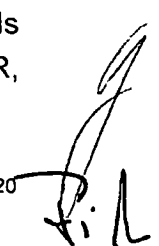
RICOLA warrants that all products sold to DISTRIBUTOR have been manufactured in conformity with the principles of the state of the art of the food industry and fit for human consumption and regulations in force in the territory.

In accordance with the effective product liability laws RICOLA is liable for damages, which were caused by evidently defective products, unless the defect of the Product is a result of any act or omission by the DISTRIBUTOR.

The DISTRIBUTOR will promptly advise RICOLA in writing of any notice of claim and of the commencement against DISTRIBUTOR of any suit or action made or brought against DISTRIBUTOR and based upon the alleged defect of the Products. RICOLA will undertake the defense of each suit or action to the extent that the suit or action is based upon the alleged defect of the Products.

RICOLA will have the sole charge and direction of the defense of such suit or action and the DISTRIBUTOR agrees to render to RICOLA, without cost to RICOLA, all reasonable assistance that may be required by RICOLA in the defence of such suit or action. Nothing herein shall authorize RICOLA to settle any suit or action without the consent of the DISTRIBUTOR if by such settlement the DISTRIBUTOR would be obliged to make any monetary payment or assume any other obligation.

Except to the extent expressly provided herein, RICOLA shall not be obligated to pay any judgements, decrees, losses, damages, claims or demands resulting from any product liability suit *brought against* the DISTRIBUTOR,



not shall RICOLA be obliged to reimburse or indemnify the DISTRIBUTOR for any such payments *made by* the DISTRIBUTOR.

A possible claim for recourse of RICOLA against the DISTRIBUTOR for losses arising out of product liability claims, e.g. in the case where the alleged defect of the Product is a result of any act or omission by the DISTRIBUTOR, shall be governed exclusively by Swiss law.

To help keeping risk of a product liability claim as minimal as possible, the DISTRIBUTOR shall be obligated to distribute the products with an effective trace back system, which is directly related to the lot numbers of Ricola, and to assist RICOLA - if required - in retreating products from the market. The DISTRIBUTOR shall be irrevocably obligated to observe all instructions of RICOLA in connection with legally forced recall activities.

V.6 Rights and Obligations upon Termination of the Agreement

In the event of termination of the Agreement, the DISTRIBUTOR shall:

- Transfer back to RICOLA all documents related to the Products, which have been handed over by RICOLA;
- Transfer or assign to RICOLA or to a third party designated by RICOLA, or - in case such transfer or assignment is excluded by law - shall cancel and strike any and all rights, registrations or permits related to the Products which DISTRIBUTOR has obtained. At the same time, the DISTRIBUTOR shall hand over to RICOLA copies of the related correspondence with the authorities and all and any original certificate or document which the DISTRIBUTOR has obtained by applying for such registrations or permits;
- Cease all activity regarding the marketing and sale of the Products;
- Transfer or assign to RICOLA all trade listings, merchandising activities and other marketing investments, which were financed by RICOLA. In cases where transfer or assignment is not possible or useful, DISTRIBUTOR will pay back to RICOLA pro rata temporis the remaining difference of these marketing investments financed by RICOLA.



- Cease using the trademarks and trade names related to the Products and transfer or assign to RICOLA all and any rights related to such trademarks and trade names;
- Continue to fulfill the obligations according to VIII of this Agreement;
- In case RICOLA decides to terminate the Agreement with the DISTRIBUTOR, RICOLA will buy from DISTRIBUTOR its Products stock, at the price invoiced by RICOLA, plus freight and customs cost and the promotion materials (displays, samples, etc.);
- In case the DISTRIBUTOR decides to terminate the Agreement with RICOLA, RICOLA will buy from DISTRIBUTOR its Products stock, at the price invoiced by RICOLA, plus freight and customs cost.

V.7 Internet Domains

Internet Domains shall be registered by RICOLA.

If registration by RICOLA is not allowed or not possible, the local Internet Domain shall be registered by the DISTRIBUTOR. In the event of termination of the Agreement, DISTRIBUTOR will transfer or assign the registration to RICOLA or to a third party designated by RICOLA free of charge.

VI. Amendments to Agreement

Amendments that would have to be made during the execution of this Agreement will be done in writing and signed by both parties.

All Annexes attached to this agreement are an integral of the total agreement.

VII. Assignability

This Agreement and the rights and obligations hereunder shall not be assigned by the DISTRIBUTOR to any third party without prior written consent of RICOLA.

RICOLA may at any time and its sole discretion assign this Agreement to any of its subsidiaries or affiliated companies.

VIII. Secrecy Agreement

Any Proprietary Information which is, has or may hereafter be furnished to the DISTRIBUTOR or any information on RICOLA, which the DISTRIBUTOR acquired within the scope of this agreement, shall be and remain the exclusive property of RICOLA.

The DISTRIBUTOR will preserve and retain all such Proprietary Information in strict confidence as trade secrets of RICOLA and will not at any time disclose, nor permit any employee of the DISTRIBUTOR to disclose, any such Proprietary Information to anyone without the prior written permission of RICOLA. However, such disclosure may be made to any employee of the DISTRIBUTOR who, RICOLA and DISTRIBUTOR agree in writing, has a reasonable need for access thereto.

DISTRIBUTOR further shall exercise all necessary precaution to safeguard the secrecy of all Proprietary Information and to prevent the unauthorized disclosure thereof.

RICOLA may impose on DISTRIBUTOR any conditions with regard thereto which RICOLA deems necessary to preserve and retain the confidential nature thereof.

The content of this Agreement is strictly confidential for both parties.

IX. Applicable Law and Jurisdiction

This Agreement shall be governed and construed in accordance with Swiss Law. The applicability of the Vienna Convention on the Sale of Goods is excluded.

Any dispute from or in connection with this Agreement shall be, whenever possible, settled amicably.

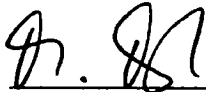


In the event this would not be possible, any controversy or claim arising from or relating to this Agreement shall be exclusively and finally settled by the ordinary courts of Laufen, Switzerland.

This Agreement is issued in two original samples, each party holding one.

Laufen, 01.11.2006

For
RICOLA AG, CH-Laufen




Markus Vogt



Jean-Pierre Knellwolf

For
AWT International d.o.o.



Miho Glavić



Saša Kolenko

13037007



Annex 1: Guide Line for Cost Allocation of A&P-Spendings in 2007

Activity	Cost allocation	
	Ricola %	Distributor %
Production Advertising Media	100	
Media Buy	100	
Listings	100	
Check-outs	100	
Packaging Changes	100	
Nielsen Data	100	
Merchandising	100	
Promotions & Samples	100	
Others	100	



Annex 2: Price List (per 01.11.2006)

in CHF per 100 consumer sales units (csu)

ex works Ricola, CH-Laufen

Product	Packing	CHF per 100 csu	Minimum Quantity per Order and per Variety
<u>Throat Lozenges sugarfree</u> all flavours	Box 50g (24x10)	81.00	1 pal = 42 ct = 10'080 csu

Annex 3: Exception of § II.12, Undertaking not to compete

- No exceptions



FINA
Ulica grada Vukovara 70

8038516127111

10000 ZAGREB
L HR CROATIA

2603 HR-ZAG-GTW

	Day	Time
		X12
Account No 150096870	Pce/Shpt Weight	Piece
Ref code F. Benes	0.10 kg	1 / 1
Documents		



WAYBILL 21 2777 6232



(2L)HR10000+38002000



(J)JD01 4600 0037 2433 8688

12:00

ZAGREB, Croatia

HR-ZAG-GTW

TDI

Origin: BSL

Date: 0.10 / 0.10 Kg 1/1

Pce / Shpt Weight Piece

Day Time

X12

Content description:

WAYBILL 21 2777 6282

(2L)HR10000 + 38002000

(J)JD01 4600 0037 2433 8688

Ricola

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