

CR Number	1329817	رقم السجل التجاري	1329817
Commercial Name	Blue Sea Integrated projects	الاسم التجاري	مشاريع البحر الأزرق المتكامل
Legal Type	Individual Firm / Merchant	الشكل القانوني	تاجر فرد
Head Q	Bousher / Muscat Governorate / الخوير	المركز الرئيسي	الخوير / بوشر / محافظة مسقط
P.O.Box:	1200	ص.ب:	1200
Postal Code:	116	رمز بريدي:	116
Telephone:	968 96069757	هاتف:	968 96069757
Email:	Ahmadalshamsi757@gmail.com	البريد الإلكتروني:	Ahmadalshamsi757@gmail.com
Establishment Date:	23/10/2018	تاريخ التأسيس:	2018/10/23
Registration Date:	29/10/2018	تاريخ التسجيل التجاري:	2018/10/29
	Active	نشط	
Expiry Date:	23/10/2023	تاريخ انتهاء السجل التجاري:	2023/10/23
Fiscal Year End:	31/12	تاريخ انتهاء السنة المالية:	12/31
Cash Capital:	150,000	رأس المال النقدي:	150,000
Kind Capital:	0	رأس المال العيني:	0
Total Capital (Omani Riyal):	150,000	رأس المال الكلي (بالريال العماني):	150,000
No. of Shares:	0	عدد الأسهم:	0

Registered Commercial Activities

الأنشطة التجارية المسجلة

466303:Wholesale of sanitary equipment, sanitary installation equipment and water tanks	466303:البيع بالجملة للأدوات الصحية وتمديداتها وصهاريج المياه
461003:Activities of export and import offices	461003:مكاتب التصدير والاستيراد
422002:Construction of water, electricity and telephone networks and stations	422002:مقاولات إنشاء شبكات ومحطات المياه والكهرباء والهاتف
466308:Wholesale of miscellaneous construction materials	466308:البيع بالجملة لمواد بناء متنوعة

The Commercial Registration is not considered as an approval or a warranty for a license of bringing in labour.

لا يعتبر هذا السجل التجاري موافقة أو ضمانا للحصول على ترخيص باستقدام قوى عاملة وافدة.

أمانة السجل التجاري

2019/04/18



إعادة طباعة :

MOOSA KHAMIS

صفحة 1 من 4

CR Number 1329817

رقم السجل التجاري 1329817

Registered Commercial Activities

الأنشطة التجارية المسجلة

477328:Retail sale in specialized stores of agricultural materials and equipment

477328:البيع بالتجزئة في المتاجر المتخصصة للمواد والمعدات الزراعية

Places of Activities

أماكن الأنشطة

Reg. Date: 11/04/2019 ID: 45594741

تاريخ تسجيل: 2019/04/11 الرمز: 45594741

Al Buraimi Industrial Estate / Al Buraimi / Al Buraimi

منطقة البريمي الصناعية / البريمي / محافظة البريمي

License Reference: L1160325

متطلبات الترخيص: L1160325

Issue Date: 11/04/2019

تاريخ الإصدار: 2019/04/11

Expiration date: 11/04/2020

تاريخ انتهاء الصلاحية: 2020/04/11

422002:Construction of water, electricity and telephone networks and stations

422002:مقاولات إنشاء شبكات ومحطات المياه والكهرباء والهاتف

Reg. Date: 13/02/2019 ID: 45582751

تاريخ تسجيل: 2019/02/13 الرمز: 45582751

Al Amrat / Al Amrat / Muscat Governorate

العامرات / العامرات / محافظة مسقط

461003:Activities of export and import offices

461003:مكاتب التصدير والاستيراد

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أمانة السجل التجاري

2019/04/18



إعادة طباعة :

MOOSA KHAMIS

صفحة 2 من 4

Page 2 of 4

CR Number 1329817

رقم السجل التجاري 1329817

Partners/Board Members/Authorized Managers

أسماء الشركاء/أعضاء مجلس الإدارة

Name	AHMED ALI KHAMIS AL SHAMSI	الاسم	أحمد علي خميس الشامسي
Nationality:	Sultanate of Oman	الجنسية:	سلطنة عمان
ID Number:	2708273	رقم الهوية:	2708273
Passport No.:	02483836	رقم جواز السفر:	02483836
Designation:	Owner	الصفة:	مالك
Registration Date:	29/10/2018	تاريخ التسجيل:	2018/10/29

Authorized Managers and Signatories

أسماء المفوضين بالإدارة و التوقيع

Name	AHMED ALI KHAMIS AL SHAMSI	الاسم	أحمد علي خميس الشامسي
Nationality:	Sultanate of Oman	الجنسية:	سلطنة عمان
ID Number:	2708273	رقم الهوية:	2708273
Passport No.:	02483836	رقم جواز السفر:	02483836
Designation:	Owner - Sole	صفة التفويض:	مالك - منفرد
Authorization Type:	Full	نوعية التفويض:	مطلق
Authorization Limit:	Unlimited	حدود التفويض:	غير محدودة
Registration Date:	29/10/2018	تاريخ التسجيل:	2018/10/29

Allowed Imported Items

السلع المصرح باستيرادها

Sanitaryware, Fittings And Water Tanks	الأدوات الصحية وتمديداتها وصهاريج المياه
Agricultural Materials And Equipment	مواد ومعدات زراعية
Different Construction Materials	مواد بناء متنوعة

The Commercial Registration is not considered as an approval or a warranty for a license of bringing in labour.

لا يعتبر هذا السجل التجاري موافقة أو ضمانا للحصول على ترخيص باستقدام قوى عاملة وافدة.



أمانة السجل التجاري
2019/04/18



إعادة طباعة :

MOOSA KHAMIS

صفحة 3 من 4

CR Number 1329817

رقم السجل التجاري 1329817

Note:

ملاحظات:

This certificate is digitally signed.

هذه الشهادة موقعة رقمياً.

This certificate has been signed and certified using a Digital Signature Certificate as specified under The Electronic Transactions Law of the Sultanate of Oman issued by His Majesty's Royal Decree (69/2008).

تم توقيع واعتماد هذه الشهادة باستخدام خاصية الشهادات الموقعة رقمياً وفقاً لما هو وارد في قانون المعاملات الإلكترونية المقدمة من المركز الوطني للتصديق الإلكتروني وذلك عبر الرابط (www.oman.om/tam).

To check the validity and authenticity of the digitally signed documents and certificates, please check the online service of National Digital Certification Center at (www.oman.om/tam).

يرجى التحقق من صلاحية ومصداقية المستندات والشهادات المصدقة رقمياً عن طريق الخدمات الإلكترونية المقدمة من المركز الوطني للتصديق الإلكتروني وذلك عبر الرابط (www.oman.om/tam).

The information in this commercial registration is registered based on the Commercial Registration Law No. (3/1974). The commercial registration owner is obligated to obtain the approval of the competent authorities before the commencement of any economic activity when the activity is restricted by prior consent, including the introduction and operation of foreign labor force.

تم قيد المعلومات بهذا السجل بموجب قانون السجل التجاري رقم (1974/3). ويستلزم على مالكة الحصول على موافقة الجهات المختصة قبل مباشرة أي نشاط اقتصادي متى كان النشاط مقيداً بموافقة مسبقة بما في ذلك استخدام وتشغيل القوى العاملة الوافدة.

This certificate proves that this commercial registration has a membership of Oman Chamber of Commerce and Industry for only one year from registration date.

شهادة السجل التجاري تثبت أن هذا السجل منتسب لغرفة تجارة وصناعة عمان لمدة عام واحد فقط من تاريخ التسجيل.

The Commercial Registration and the CR certificate are not considered as an approval or a warranty for a license of bringing in labour.

لا يعتبر تسجيل السجل التجاري وشهادة السجل التجاري موافقة أو ضماناً للحصول على ترخيص باستخدام قوى عاملة وافدة.

The Commercial Registration is not considered as an approval or a warranty for a license of bringing in labour.

لا يعتبر هذا السجل التجاري موافقة أو ضماناً للحصول على ترخيص باستخدام قوى عاملة وافدة.

أمانة السجل التجاري

2019/04/18



إعادة طباعة :

MOOSA KHAMIS

صفحة 4 من 4

Page 4 of 4

CR. NO.:

1322623

رقم السجل التجاري:

OCC NO.:

1121377

رقم الغرفة:

Grade:

الاولى - First

الدرجة:

Exp. Date:

10/07/2019

تاريخ الانتهاء:

Location:

مسقط - Muscat

المقر:

إتحاد المحيط الهادي للتجارة ش. م. م

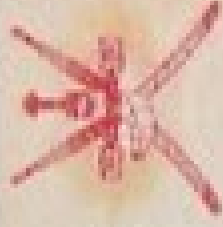
القطري

18 004496



18 004496

سلطنة عُمان
SULTANATE OF OMAN



59C0003C89D93C73



البطاقة الشخصية
IDENTITY CARD

CIVIL NUMBER

2708273

رقم المدني

EXPIRY DATE

14/04/2021

تاريخ انتهاء

DATE OF BIRTH

11/01/1987

تاريخ الميلاد

مكان الميلاد: الإمارات

الإسم أحمد بن علي بن حميس الشامسي

توقيع

أحمد بن علي بن حميس الشامسي



Trustee Agreement

The terms and conditions set forth hereinafter apply to the business relations between the “Nominee” and the “Grantor” as identified herein.

BETWEEN THE UNDERSIGNED:

BLUE SEA INTEGRATED PROJECTS, a company incorporated and registered under the laws of Sultanate of Oman ,registration Number 1329817,it’s authorized signatoury Mr AHMED ALI KHAMIS AL SHAMSI (ID NUMBER : 2708273) hereinafter referred to as the “**Nominee / Trustee**”,

&

PETRO COMMERCIAL PROJECTS INTEGRATED TRADING LLC Company, a company incorporated and registered under the laws of Sultanate of Oman, registration number 1349004, authorized signatoury Mr MEHDI SHARIFI NIKNAFS national of Iran with Passport Number V40158731 hereinafter referred to as the “**Beneficiary / Grantor**”.

WHEREAS, **Nominee** passes all her rights and obligations to **Grantor** by signing this Trustee Agreement

WHEREAS, **Nominee** deposes the right of negating the **Grantor** by signing this Trustee Agreement.

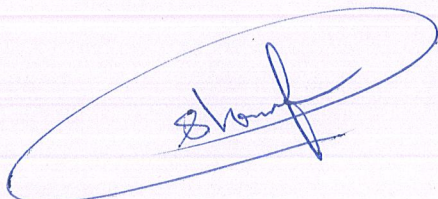
THEREFORE, Grantor and Nominee have come together to define the terms and conditions of their relationship .

IT HAS BEEN AGREED THE FOLLOWING:

1. Object

1.1. The **Grantor** hereby appoints the **Nominee** for acting as a trustee by holding shares on his name but in fact on behalf of the **Grantor** in the capital and consequently to act as a nominee shareholder on behalf of the **Grantor**.

1.2. The **Grantor** hereby appoints the **Nominee** for acting as a trustee by managing and administrating under his name but in fact on behalf of grantor, and consequently to act as a nominee manager accordingly



to and within the limits of the instructions given by Grantor, and to represent before third parties.

2. Acknowledgments & Warranties

- 2.1. The **Nominee** hereby covenants with the **Grantor** that he takes possession of the share capital on his own name but for and on behalf of the Grantor
- 2.2. The **Nominee** hereby declares and acknowledges that the share capital of as mentioned above is in fact held by his in trust for **Grantor**, who is the sole beneficial owner thereof.
- 2.3. The **Nominee** hereby admits that, consequently, all rights deriving from the share capital belong to the **Grantor** as the real owner, and therefore, accepts to make use of those rights, and specially the right of vote in the company's decision making forums, by strictly following the instructions given to him by the **Grantor**.
- 2.4. The **Nominee** hereby commits himself to immediately transfer part or all of the share capital of currently held by him in trust to the **Grantor** or to any third Party as it may direct, whenever required by the **Grantor** for any reason whatsoever.
- 2.5. The **Nominee** hereby obligates himself to fully comply with and execute the lawful instructions of the **Grantor** ,provided at all times that the **Nominee** reserves the right to decline an instruction if, within his absolute discretion, the **Nominee** reasonably believes that complying with such instruction may expose the **Nominee** to legal risk or cause him to incur any liability.
- 2.6. The **Grantor** hereby undertakes and warrants that shall not and never carry out illegal and prohibited activities with regards to any applicable domestic or international laws and regulations.
- 2.7. The **Grantor** hereby assumes liability for any and all obligations arising directly or indirectly in respect of the businesses and activities of petrochemicals,oil and gas products and consequently agrees and states to save and hold harmless and if necessary to indemnify The **Nominee** against all liabilities, claims, losses, costs, injuries and

damages incurred or arising, whether directly or indirectly, out of or in connection with the activities of chemicals and pharmaceuticals.

2.8. The **Nominee** shall be liable, directly or indirectly, for his wrongful acts or omissions.

3. Fees

3.1. The remuneration of the **Nominee** for acting accordingly to the provisions of Article 1 above, including the responsibility related to his mission, shall be 4000\$ per month, payable by the **Grantor** by when the establishment became fully operative after completion of the incorporation procedure and the opening of the bank account.

3.2. The costs and expenses in connection with businesses and activities shall be borne solely and exclusively by the **Grantor** and the **Nominee** shall be reimbursed for any amount advanced by him for paying costs and expenses, upon presentation of receipt.

4. Due Diligence & Confidentiality

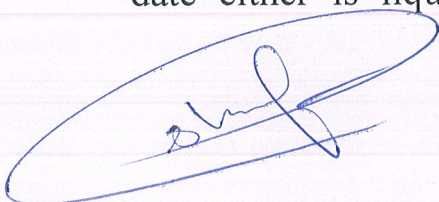
4.1. All information and/or document provided by the **Grantor** to the **Nominee** is and remains only for the internal file of the **Nominee** who is committed to keep them confidential at all time, unless if the information and/or document is for the intention of one or more third parties (such as but not limited to business partners, clients, suppliers, administrations) properly designated and authorised by the **Grantor**.

4.2. The **Nominee** acknowledges that he shall provide his services under this Agreement in a diligent, proper and prompt manner and exercises professional skill and due care while always preserving the best interests of The **Grantor**.

5. Duration & Termination

The present Agreement enters into force on the date of signature and shall remain valid, in force and binding between the parties until its termination upon the mutual agreement between the parties or accordingly to the followings:

A) The **Grantor** is entitled to terminate the present agreement at any time and for any reason whatsoever, with effect however from the date either is liquidated and dissolved or its ownership and



managment has been transferred from the **Trustee** to another owner and manager.

B) The **Nominee** is entitled to terminate the present agreement for any reason whatsoever, provided that he gives a two-month prior notice enabling the **Grantor** to either liquidate and dissolve or transfer its ownership and management from the **Nominee** to another owner and manager.

6. **Governing Law & Settlement of Disputes**

6.1. These Terms of Business shall be governed by and construed in accordance with the laws of **Sultanat Of Oman**

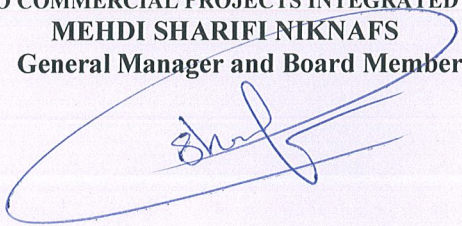
6.2. Any dispute connected with the formation, performance, interpretation or termination of the present Agreement or arising there from or related thereto and in any manner whatsoever shall be submitted to Arbitration of the Tehran Regional Arbitration Center. The award shall be final and binding for both parties.

7. **Number of Articles and Copies**

This Agreement is signed in 7 articles and 2 copies, by and between **Grantor & Nominee**. Each copy is valid separately . Agreement is effective from the date of signing.

For Grantor

PETRO COMMERCIAL PROJECTS INTEGRATED TRADING LLC
MEHDI SHARIFI-NIKNAFS
General Manager and Board Member



For Nominee

BLUE SEA INTEGRATED PROJECTS
AHMED ALI KHAMIS AL SHAMSI
General Manager

management has been transferred from the **Trustee** to another owner and manager.

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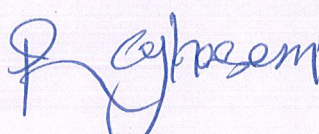
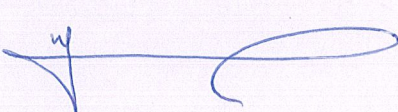
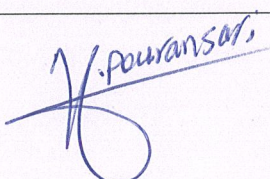
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For Grantor

PETRO COMMERCIAL PROJECTS INTEGRATED TRADING LLC
MEHDI SHARIFI NIKNAFS
General Manager and Board Member

For Nominee

BLUE SEA INTEGRATED PROJECTS
AHMED ALI KHAMIS AL SHAMSI
General Manager

Accounting Manager of PCC OMAN	Legal & Contracts Affairs of Petrochemical commercial Co	Approved by CEO PCC OMAN
		

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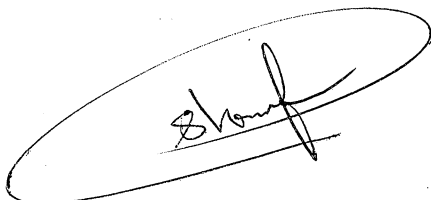
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- 2.6. The **Grantor** hereby undertakes and warrants that shall not and never carry out illegal and prohibited activities with regards to any applicable domestic or international laws and regulations.
- 2.7. The **Grantor** hereby assumes liability for any and all obligations arising directly or indirectly in respect of the businesses and activities of petrochemicals, oil and gas products and consequently agrees and states to save and hold harmless and if necessary to indemnify The **Nominee** against all liabilities, claims, losses, costs, injuries and

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3.2. The costs and expenses in connection with businesses and activities shall be borne solely and exclusively by the **Grantor** and the **Nominee** shall be reimbursed for any amount advanced by him for paying costs and expenses, upon presentation of receipt.

4. Due Diligence & Confidentiality

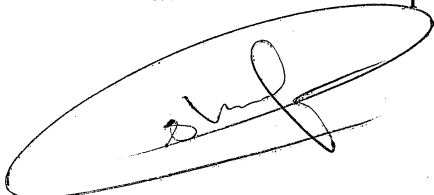
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4.2. The **Nominee** acknowledges that he shall provide his services under this Agreement in a diligent, proper and prompt manner and exercises professional skill and due care while always preserving the best interests of The **Grantor**.

5. Duration & Termination

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A) The **Grantor** is entitled to terminate the present agreement at any time and for any reason whatsoever, with effect however from the date either is liquidated and dissolved or its ownership and

A handwritten signature in black ink, enclosed within a hand-drawn oval. The signature is stylized and appears to be a first name followed by a surname.

management has been transferred from the **Trustee** to another owner and manager.

B) The **Nominee** is entitled to terminate the present agreement for any reason whatsoever, provided that he gives a two-month prior notice enabling the **Grantor** to either liquidate and dissolve or transfer its ownership and management from the **Nominee** to another owner and manager.

6. **Governing Law & Settlement of Disputes**

6.1. These Terms of Business shall be governed by and construed in accordance with the laws of **Sultanat Of Oman**

6.2. Any dispute connected with the formation, performance, interpretation or termination of the present Agreement or arising there from or related thereto and in any manner whatsoever shall be submitted to Arbitration of the Tehran Regional Arbitration Center. The award shall be final and binding for both parties.

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For Grantor

PETRO COMMERCIAL PROJECTS INTEGRATED TRADING LLC
MEHDI SHARIF NIKNAFS
General Manager and Board Member



For Nominee

BLUE SEA INTEGRATED PROJECTS
AHMED ALI KHAMIS AL SHAMSI
General Manager

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6.2. Any dispute connected with the formation, performance, interpretation or termination of the present Agreement or arising there from or related thereto and in any manner whatsoever shall be submitted to Arbitration of the Tehran Regional Arbitration Center. The award shall be final and binding for both parties.

7. Number of Articles and Copies



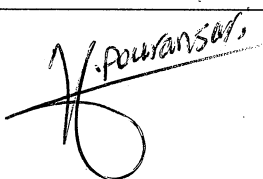
This Agreement is signed in 7 articles and 2 copies, by and between **Grantor & Nominee**. Each copy is valid separately . Agreement is effective from the date of signing.

For Grantor

PETRO COMMERCIAL PROJECTS INTEGRATED TRADING LLC
MEHDI SHARIFI NIKNAFS
General Manager and Board Member

For Nominee

BLUE SEA INTEGRATED PROJECTS
AHMED ALI KHAMIS AL SHAMSI
General Manager

Accounting Manager of PCC OMAN	Legal & Contracts Affairs of Petrochemical commercial Co	Approved by CEO PCC OMAN
		

Trustee Agreement

The terms and conditions set forth hereinafter apply to the business relations between the “Nominee” and the “Grantor” as identified herein.

BETWEEN THE UNDERSIGNED:

BLUE SEA INTEGRATED PROJECTS, a company incorporated and registered under the laws of Sultanate of Oman ,registration Number 1329817,it’s authorized signatoury Mr AHMED ALI KHAMIS AL SHAMSI (ID NUMBER : 2708273) hereinafter referred to as the “**Nominee / Trustee**”,

&

PETRO COMMERCIAL PROJECTS INTEGRATED TRADING LLC Company, a company incorporated and registered under the laws of Sultanate of Oman, registration number 1349004, authorized signatoury Mr MEHDI SHARIFI NIKNAFS national of Iran with Passport Number V40158731 hereinafter referred to as the “**Beneficiary / Grantor**”.

WHEREAS, **Nominee** passes all her rights and obligations to **Grantor** by signing this Trustee Agreement

WHEREAS, **Nominee** deposes the right of negating the **Grantor** by signing this Trustee Agreement.

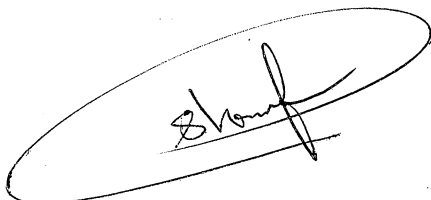
THEREFORE, Grantor and Nominee have come together to define the terms and conditions of their relationship .

IT HAS BEEN AGREED THE FOLLOWING:

1. Object

1.1. The **Grantor** hereby appoints the **Nominee** for acting as a trustee by holding shares on his name but in fact on behalf of the **Grantor** in the capital and consequently to act as a nominee shareholder on behalf of the **Grantor**.

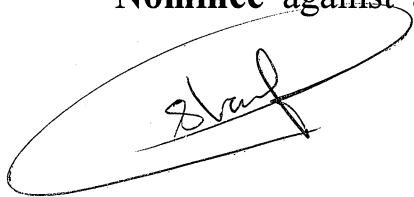
1.2. The **Grantor** hereby appoints the **Nominee** for acting as a trustee by managing and administrating under his name but in fact on behalf of grantor, and consequently to act as a nominee manager accordingly



to and within the limits of the instructions given by Grantor, and to represent before third parties.

2. Acknowledgments & Warranties

- 2.1. The **Nominee** hereby covenants with the **Grantor** that he takes possession of the share capital on his own name but for and on behalf of the Grantor
- 2.2. The **Nominee** hereby declares and acknowledges that the share capital of as mentioned above is in fact held by his in trust for **Grantor**, who is the sole beneficial owner thereof.
- 2.3. The **Nominee** hereby admits that, consequently, all rights deriving from the share capital belong to the **Grantor** as the real owner, and therefore, accepts to make use of those rights, and specially the right of vote in the company's decision making forums, by strictly following the instructions given to him by the **Grantor**.
- 2.4. The **Nominee** hereby commits himself to immediately transfer part or all of the share capital of currently held by him in trust to the **Grantor** or to any third Party as it may direct, whenever required by the **Grantor** for any reason whatsoever.
- 2.5. The **Nominee** hereby obligates himself to fully comply with and execute the lawful instructions of the **Grantor**, provided at all times that the **Nominee** reserves the right to decline an instruction if, within his absolute discretion, the **Nominee** reasonably believes that complying with such instruction may expose the **Nominee** to legal risk or cause him to incur any liability.
- 2.6. The **Grantor** hereby undertakes and warrants that shall not and never carry out illegal and prohibited activities with regards to any applicable domestic or international laws and regulations.
- 2.7. The **Grantor** hereby assumes liability for any and all obligations arising directly or indirectly in respect of the businesses and activities of petrochemicals, oil and gas products and consequently agrees and states to save and hold harmless and if necessary to indemnify The **Nominee** against all liabilities, claims, losses, costs, injuries and



damages incurred or arising, whether directly or indirectly, out of or in connection with the activities of chemicals and pharmaceuticals.

2.8. The **Nominee** shall be liable, directly or indirectly, for his wrongful acts or omissions.

3. Fees

3.1. The remuneration of the **Nominee** for acting accordingly to the provisions of Article 1 above, including the responsibility related to his mission, shall be 4000\$ per month, payable by the **Grantor** by when the establishment became fully operative after completion of the incorporation procedure and the opening of the bank account.

3.2. The costs and expenses in connection with businesses and activities shall be borne solely and exclusively by the **Grantor** and the **Nominee** shall be reimbursed for any amount advanced by him for paying costs and expenses, upon presentation of receipt.

4. Due Diligence & Confidentiality

4.1. All information and/or document provided by the **Grantor** to the **Nominee** is and remains only for the internal file of the **Nominee** who is committed to keep them confidential at all time, unless if the information and/or document is for the intention of one or more third parties (such as but not limited to business partners, clients, suppliers, administrations) properly designated and authorised by the **Grantor**.

4.2. The **Nominee** acknowledges that he shall provide his services under this Agreement in a diligent, proper and prompt manner and exercises professional skill and due care while always preserving the best interests of The **Grantor**.

5. Duration & Termination

The present Agreement enters into force on the date of signature and shall remain valid, in force and binding between the parties until its termination upon the mutual agreement between the parties or accordingly to the followings:

A) The **Grantor** is entitled to terminate the present agreement at any time and for any reason whatsoever, with effect however from the date either is liquidated and dissolved or its ownership and



management has been transferred from the **Trustee** to another owner and manager.

B) The **Nominee** is entitled to terminate the present agreement for any reason whatsoever, provided that he gives a two-month prior notice enabling the **Grantor** to either liquidate and dissolve or transfer its ownership and management from the **Nominee** to another owner and manager.

6. Governing Law & Settlement of Disputes

6.1. These Terms of Business shall be governed by and construed in accordance with the laws of **Sultanat Of Oman**

6.2. Any dispute connected with the formation, performance, interpretation or termination of the present Agreement or arising there from or related thereto and in any manner whatsoever shall be submitted to Arbitration of the Tehran Regional Arbitration Center. The award shall be final and binding for both parties.

7. Number of Articles and Copies

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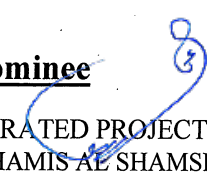
For Grantor

PETRO COMMERCIAL PROJECTS INTEGRATED TRADING LLC
MEHDI SHARIF NIKNAFS
General Manager and Board Member



For Nominee

BEHESHA INTEGRATED PROJECTS
AHMED ALI KHAMIS AL SHAMSI
General Manager



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For Grantor

PETRO COMMERCIAL PROJECTS INTEGRATED TRADING LLC
MEHDI SHARIFI NIKNAFS
General Manager and Board Member



For Nominee

BLUE SEA INTEGRATED PROJECTS
AHMED ALI KHAMIS AL SHAMSI
General Manager

Accounting Manager of PCC OMAN	Legal & Contracts Affairs of Petrochemical commercial Co	Approved by CEO PCC OMAN

DISTRIBUTORSHIP AGREEMENT

This agreement is made on this January 18 day of in the year 2020

PARTIES:

- 1) BLUE SEA INTEGRATED PROJECTS CO
CR : 1329817 HQ : Bousher/ Muscat Governorate whose registered office is at

"the Company"
- 2) PCTI İTHALAT VE İHRACAT TİCARET LİMİTED ŞİRKETİ
Tax number : 87752076 , Tax Office : Maslak / İstanbul whose registered office is at

"the Distributor"

RECITAL:

The Company has agreed to appoint the Distributor as its exclusive Distributor for resale in the Territory of the Products on the terms set out in this Agreement.

TERMS AGREED:

2. Definitions and Interpretation

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Products"	means [Goods & Petrochemical Products];
"Quarter"	means any period of three months commencing on the same day in each month as the date of this Agreement;
"Territory"	means [TURKEY];
"Year"	means any period of twelve months (12) commencing on the date of this Agreement.

3. Appointment of Distributor

2.1. The Company hereby appoints the Distributor and the Distributor hereby accepts such appointment, as its exclusive Distributor for the resale of the Products in the Territory on the terms set out in this Agreement.

2.2. The Company shall not appoint any other person in the Territory as a Distributor or agent for the sale of the Products in the Territory or supply to any other person in the Territory any of the Products, whether for use or resale.

2.3. The Distributor shall have the right during the continuance of this Agreement to describe itself as the Company's "Authorized Distributor" for the Products in the Territory, but shall not hold itself out as the Company's agent or as being entitled to bind the Company in any way.

2.4. Nothing in this Agreement shall entitle the Distributor to any priority of supply in relation to the Products as against the Company's other Distributors or customers or any right or remedy against the Company if any of the Products are sold in the Territory by any person outside the Territory other than the Company.

2.5. The Distributor shall not:

- 2.5.1. obtain the Products for resale from any person other than the Company;
- 2.5.2. be concerned or interested, either directly or indirectly, in the manufacture or distribution in the Territory of any goods which compete with the Products;
- 2.5.3. seek customers, establish any branch or maintain any distribution depot for the Products outside the Territory.

3. Supply of Products

3.1. Subject as provided in Clauses 2.4 and 3.2 the Company shall use its best endeavors to supply the Products to the Distributor in accordance with the Distributor's orders.

3.2. The Company shall not be under any obligation to continue the manufacture of all or any of the Products, and shall be entitled to make such alterations to the specification of the Products as it may think fit.

3.3. Each order for the Products shall constitute a separate contract, and any default by the Company in relation to any one order shall not entitle the Distributor to treat the Agreement as terminated.

3.4. The Distributor shall, in respect of each order for the Products to be supplied hereunder, be responsible for:

- 3.4.1. ensuring the accuracy of the order;
- 3.4.2. providing the Company with any information necessary to enable the Company to process the order;
- 3.4.3. complying with all labelling, marketing and other applicable legal requirements in the Territory; and
- 3.4.4. obtaining any necessary import licences or other requisite documents, and paying all applicable customs charges, duties and taxes in respect of the importation of the Products into the Territory and their resale in the Territory.

3.5. The Company shall in respect of each order for Products be responsible for obtaining any export licences, certificates of origin or other governmental approval required to export the Products from [].

3.6. During the continuance of this Agreement the Distributor shall not later than [] days before the first day of each Quarter give a written estimate to the Company of the quantities of Products required to be delivered hereunder by the Company in each such Quarter, and shall promptly notify the Company of any changes in circumstances which may affect its requirements. The estimate referred to in this Clause shall be for information only and shall not be binding upon either the Company or Distributor.

3.7. An order shall state the quantity of Products required and upon receipt of each order the Company shall as soon as is practicable inform the Distributor of the Company's estimated delivery date for the consignment. On receipt of any order the Company shall immediately confirm acceptance of the order. The Company shall use all reasonable endeavours to meet the delivery date, but time of delivery shall not be of the essence and accordingly the Company shall have no liability to the Distributor if, notwithstanding such endeavours, there is any delay in delivery.

3.8. The title to any consignment of the Products shall not pass to the Distributor until the Company has received payment in full of the price therefor.

3.9. Risk of loss of or damage to any consignment of the Products shall pass to the Distributor from the time the Company notifies the Distributor that the Products are available for collection or from the time of delivery to the carrier at the Company's premises, whichever is earlier.

3.10. The standard conditions of sale of the Company from time to time (a copy of the current form of which is attached as Appendix A hereto) shall apply to all sales of the Products to the Distributor pursuant to this Agreement, except to the extent that any terms of which are inconsistent with any of the provisions of this agreement, in which case the terms of this Agreement shall prevail. The Company shall give to the Distributor notice in writing of any material change in such standard conditions of sale not less than one month prior to such change taking effect for the purposes of this Agreement.

4. Payment for Products

4.1. All Products to be supplied by the Company pursuant to this Agreement shall be sold on an ex works, CFR, DDP (2010 Incoterms) basis, and accordingly the Distributor shall, in addition to the price, be liable for arranging and paying all costs of transport and insurance.

4.2. Where the Company agrees at the request of the Distributor to arrange for transport and insurance as agent for Distributor, the Distributor shall reimburse to the Company the full costs thereof and all the applicable provisions of this Agreement shall apply with respect to the payment of such costs as they apply to payment of the price of the Products.

4.3. The prices for all Products to be supplied hereunder shall be the Company's EXW 2010 Incoterms list prices from time to time [inclusive of packaging costs] less [] per cent. The Company shall supply to the Distributor up to date copies of all price lists for the Products from time to time and give the Distributor not less than [] day's notice in writing of any alteration in such list prices. The prices as so altered shall apply to all Products delivered on and after the applicable date of the increase, including outstanding orders.

4.4. If the Distributor fails to pay the price for any Products within [] days after the date of invoice therefor, the Company shall be entitled (without prejudice to any other right or remedy it may have) to:

4.4.1. cancel or suspend any further delivery to the Distributor under any order;

4.4.2. sell or otherwise dispose of any Products which are the subject of any order by the Distributor, whether or not appropriated thereto, and apply the proceeds of sale to the overdue payment; and

4.4.3. charge the Distributor interest on the price at the rate of [] per cent per annum above [] Bank base rate in force from time to time from the date the payment became due until actual payment is made (irrespective of whether the date of payment is before or after any judgement or award in respect of the same).

4.5. All prices for the Products are exclusive of any applicable value added or any other sales tax, for which the Distributor shall be additionally liable.

4.6. All payments shall be made by the Distributor in by transfer to such bank account as the Company may from time to time notify in writing to the Distributor.

5. Marketing of Products

5.1. The Distributor shall use its best endeavors to promote the sale of the Products throughout the Territory and, subject to compliance by the Company of its obligation under Clause 3.1, to satisfy market demand therefor.

5.2. The Distributor shall be entitled, subject as provided in this Agreement, to promote and market the Products in the Territory in such manner as it may think fit, and in particular shall be entitled to resell the products to its customers at such prices as it may determine.

5.3. The Distributor shall maintain such stocks of the Products as may be necessary to meet its customers' requirements.

5.4. In connection with the promotion and marketing of the Products, the Distributor shall

5.4.1. make clear, in all dealings with customers and prospective customers, that it is acting as Distributor of the Products and not as agent of Company;

5.4.2. comply with all legal requirements from time to time in force relating to the storage and sale of the Products;

5.4.3. provide to the Company copies of its up to date price lists;

5.4.4. provide the Company on a monthly basis with a report, in such form as the Company may reasonably require, of sales of products which it has made in the preceding month and containing such other information as the Company may reasonably require;

5.4.5. from time to time consult with the Company's representatives for the purpose of assessing the state of the market in the Territory and permit them to inspect any premises or documents used by the Distributor in connection with the sale of the Products;

5.4.6. at the request of the Company provide to it copies of such sales aids, including (without limiting the foregoing) catalogues, sales brochures and sales manuals as relate to the Products;

5.4.7. use in relation to the Products only such advertising, promotional and selling materials as are approved in writing by the Company;

5.4.8. maintain an active and, subject to implementation of Clause 6.2, suitably trained sales force;

5.4.9. spend not less than [] on advertising the products in the Territory during each Year of this Agreement.

6. Support and Training

6.1. The Company shall from time to time provide the Distributor (free of charge) with such samples, catalogues, brochures and up to date information concerning the Products as the Company may consider appropriate or as the Company may reasonably require in order to assist the Distributor with the sale of the Products in the Territory, and the Company shall endeavor to answer as soon as practicable any technical enquires concerning the Products which are made by the Distributor or its customers

6.2. During the first year of this agreement.

6.2.1. the Company shall make available to the Distributor at such time as may be agreed and for a period not exceeding working days, the services of a suitably qualified employee of the Company to assist the Distributor in the marketing of the Products; and

6.2.2. the Distributor shall be entitled to send to the Company's premises at such time as may be agreed and for a period not exceeding working days, up to [] suitable qualified employees of the Distributor for training by the Company in matters relating to the Products and their marketing.

6.3. The services to be provided by the Company pursuant to Clauses 6.1 and 6.2 shall be free of charge, but the Distributor shall:

6.3.1. Reimburse to the Company all travelling, accommodation and other expenses reasonably incurred by any employees of the Company in providing such services; and

6.3.2. Remain liable for all salaries and other employment costs of, and all travelling, accommodation and other expense incurred by, employees of the Distributor who are sent to the Company's premises.

6.4. In any case where employees of either party visit the premises of the other for the purposes of this Agreement, the first mentioned party shall:

6.4.1. Procure that each such employee complies with all security, safety and other regulations which apply to or are in force at the other party's premises; and

6.4.2. Indemnify the other party against all liabilities, costs, damages and expenses to the extent that the same are caused by any negligent act or omission by any such employee at the other party's premises.

7. Trade Marks and other Intellectual Property

7.1. The Company hereby authorises the Distributor to use the Trade Marks in the Territory on or in relation to the Products for the purposes only of exercising its rights and performing its obligation under this Agreement.

7.2. The Distributor shall ensure that each reference to and use of any of the Trade Marks by the Distributor is in a manner from time to time approved by the Company and accompanied by an acknowledgment, in a form approved by the Company, that the same is a trade mark (or registered trade mark) of the Company.

7.3. The Distributor shall not;

7.3.1. Make any modifications to the Products or their packaging;

7.3.2. Alter, remove or tamper with any Trade Marks, numbers, or other means of identification used on or in relation to the Products;

7.3.3. Use any of the Trade Marks in any way which might prejudice their distinctiveness or validity or the goodwill of the Company therein; 7.3.4. Use in relation to the Products any trade marks other than the Trade Marks without obtaining the prior written consent of the Company; or

7.3.5. Use in the Territory any trademarks or trade names so resembling any trade mark or trade names of the Company as to be likely to cause confusion or deception.

7.4. Except as provided in Clause 7.1 the Distributor shall have no rights in respect of any trade names or Trade Marks used by the Company in relation to the Products or of the goodwill associated therewith, and the Distributor hereby acknowledges that, except as expressly provided in this Agreement, it shall not acquire any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested in the Company.

7.5. The Distributor shall take all such steps as the Company may reasonably require to assist the Company in maintaining the validity and enforceability of the Intellectual Property of the Company during the term of this Agreement provided that the Company shall indemnify the Distributor against all costs, claims, damages, responses or other liabilities arising from or in connection with such steps.

7.6. The Distributor shall, at the request of the Company, execute such registered user agreements or licenses in respect of the use of the Trade Marks in the Territory as the Company may reasonably require, provided that the provisions thereof shall not be more onerous or restrictive than the provisions of this agreement.

7.7. Without prejudice to the right of the Distributor or any third party to challenge the validity of any Intellectual Property of the Company, the Distributor shall not do or authorize any third party to do any act which would or might invalidate or be inconsistent with any Intellectual Property of the Company.

7.8. The Distributor shall promptly and fully notify the Company of any actual, threatened or suspected infringement in the Territory of any Intellectual Property of the Company which comes to the Distributor's notice, and of any claim by any third party so coming to its notice that the importation of the Products

into the Territory, or their sale therein, infringes any rights of any other person, and the Distributor shall at the request and expense of the Company do all such things as may be reasonably required to assist the Company in taking or resisting any proceedings in relation to any such infringement or claim.

8. Confidentiality

Each party acknowledges that in the course of performing its obligations hereunder it will receive information which is confidential and proprietary to the other. Each party agrees not to use such information except in performance of this Agreement and not to disclose such information to third parties except in the normal course of business in its performance of this Agreement under an appropriate non-disclosure agreement with such third party. Such confidential and proprietary information includes, without limitations, any information which is stamped or marked as confidential if it is or hereafter enters into the public domain by a source other than the recipient or is acquired by the recipient from an independent source not through breach of this clause 8. This obligation shall survive the expiry or termination of this agreement and shall subsist for so long as the information remains confidential.

9. Warranties and Liability

9.1 Subject as herein provided the Company warrants to the Distributor that:

9.1.1 All Products supplied thereunder will at the time of delivery (and at the time of the Distributor's subsequent sale) be of merchantable quality and will comply with any specification agreed for them;

9.1.2 It is not aware of any rights of any third party in the Territory, which would or might render the sale of the Products, or the use of any of the Trade Marks on or in relation to the Products, unlawful.

9.2. In the event of any breach of the Company's warranty in Clause 9.1.1. (whether by reason of defective materials, production faults or otherwise) the Company's liability shall be limited to:

9.2.1 replacement of the Products in question; or

9.2.2 at the Company's option, repayment of the price (where this has been paid).

9.3. Notwithstanding anything to the contrary in this Agreement, the Company shall not, except in respect of death or personal injury caused by the negligence of the Company, be liable to the Distributor by reason of any representation or implied warranty, condition or other term of any duty at common law, or under the express terms of this Agreement, for any consequential loss or damage (whether for loss of profit or otherwise and whether occasioned by the negligence of the Company or its employees or agents or otherwise) arising out of or in connection with any act or omission of the Company relating to the Company or supply of the Products, their resale by the Distributor or their use by any customer.

10. Force Majeure

10.1 Neither party shall be deemed to be in breach of this Agreement to the extent that performance of its obligations (except for the payment of monies due hereunder) is delayed or prevented by the circumstances beyond the reasonable control of that party ("Force Majeure") provided that each party gives the other party written notice promptly and uses its good faith efforts to cure the breach.

10.2 In the event of Force Majeure the time for performance or care will be extended for a period equal to the duration of the event of Force Majeure.

10.3 If the Force Majeure in question prevails for a continuous period in excess of six months the parties shall enter into bona fide discussions with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable.

11. Duration and Termination

11.1 This agreement shall come into force on the date hereof or and, subject as provided in Clauses 11.2 and 11.3, shall continue in force for an initial period of [years and thereafter unless or until terminated by either party giving to the other not less than [months' written notice expiring at or at any time after the end of the initial period.

11.2 The Company shall be entitled to terminate this Agreement by giving not less than 30 days' written notice to the Distributor if there is at any time a material change in the management, ownership or control of the Distributor.

11.3 Without prejudice to Clause 3.3, either party shall be entitled forthwith to terminate this Agreement by written notice of the other if:

- 11.3.1 That other party commits any material breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
- 11.3.2 An encumbrancer take possession or a receiver is appointed over any of the property of assets of that other party;
- 11.3.3 That other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
- 11.3.4 That other party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement);
- 11.3.5 Anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party; or
- 11.3.6 That other party ceases, or threatens to cease, to carry on business.

11.4 For the purposes of Clause 11.3.1, a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

11.5 Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.

11.6 Any termination of this Agreement shall be without prejudice to any other rights or remedies of either party in respect of the breach concerned (if any) or any other breach.

12. Consequences of Termination

12.1 Upon the termination of this Agreement for any reason:

12.1.1 The Company shall be entitled (but not obliged) to repurchase from the Distributor all or part of any stocks of the Products then held by the Distributor at their Invoice Value or the value at which they stand in the books of the Distributor, whichever is lower; provided that:

- a) the Company shall be responsible for arranging and for the cost of, transport and insurance; and
- b) the Distributor may sell stocks for which it has accepted orders from customers prior to the date of termination, or in respect of which the Company does not, by written notice given to the Distributor within 7 days after the date of termination exercise its right to repurchase, and for those purposes and to the extent the provisions of this Agreement shall continue in full force and effect;

12.1.2. The Distributor shall at its own expense within 30 days send to the Company or otherwise dispose of in accordance with the directions of the Company all samples of the Products and

any advertising, promotional or sales material relating to the Products then in the possession of the Distributor;

12.1.3. Outstanding unpaid invoices rendered by the Company in respect of the Products shall become immediately payable by the Distributor and invoices in respect of Products ordered prior to termination but for which an The Distributor shall at its own expense within 30 days send to the invoice has not been submitted shall be payable immediately upon submission of the invoice;

12.1.4. The Distributor shall cease to promote, market or advertise the Products or to make any use of the Trade Marks other than for the purpose of selling stock in respect of which the Company does not exercise its right or repurchase;

12.1.5. The Distributor shall at its own expense join with the Company in procuring the cancellation of any registered user agreements entered into pursuant to Clause 7.6;

12.1.6. The provisions of Clauses 8 and 9 shall continue in force in accordance with their respective terms;

12.1.7. The Distributor shall have no claim against the Company for compensation for loss of distribution rights, loss of goodwill or any similar loss; and

12.1.8. Subject as otherwise provided herein and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under the Agreement.

13. General Provision

13.1 The Company shall be entitled to perform any of the obligations undertaken by it and to exercise any of the rights granted to it under this Agreement through any other company or subsidiary or the subsidiary of any such holding company and any act or omission of any such company shall for the purposes of this Agreement be deemed to be the act or omission of the Companies.

13.2 The Companies may assign this Agreement and the rights and obligations thereunder.

13.3 This Agreement is personal to the Distributor, which may not without the written consent of the Company, assign, mortgage, charge (otherwise than by floating charge) or dispose of any of its right hereunder, or sub-contract or otherwise delegate any of its obligations hereunder.

13.4 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the parties.

13.5 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all previous agreements and understandings between the parties (whether written or oral) with respect thereto, and may not be modified except by an instrument in writing signed by the duly authorised representatives.

13.6 Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided therein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

13.7 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

13.8 Failure by either party of insist upon the strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver of that term or conditions and shall in no way affect the part's right to inter enforce such provision.

14. Jurisdiction and Proper Law

This agreement shall be governed by and construed in accordance with the laws of [OMAN] and each party hereby submits to the non-exclusive jurisdiction of [OMAN] for the purposes of resolving any dispute and /or enforcing any claim arising hereunder.

15. Notices and Services

Any notice hereunder shall be in writing and served by personal service or post at the address of the receiving party set forth in this Agreement (or at such different address as may be designated by such party by written notice to the other party). All notices or demands by post shall be by facsimile or by certified or registered post and shall be deemed effective upon actual receipt.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THE PRESENT AGREEMENT TO BE DULY EXECUTED.



For and on behalf of Company



For and on behalf of Distributor

Name Ahmed Khamis Al Shamsi

Title General Manager

Date 18/January/2020

Name Omer Faruk <;ah\$

Title Company Owner

Date 18/ January/2020