

SUPPLY AND DISTRIBUTION AGREEMENT

By and between

Supplier: Helmacab Oy (2298953-4), a limited liability company established in accordance with the laws of Finland, having its principal place of business at Lasitehtaankatu 12, 10960 Hanko, Finland; and

Distributor: PB&A Comercio Industrial CIA LTDA a limited liability company established in accordance with the laws of Ecuador, RUC:1791913086001, having its principal place of business at Cumbaya, Quito, Ecuador.

The parties are hereinafter individually/jointly referred to as the "**Party**" or the "**Parties**".

Territory: The Distributor has the right to market, sell and distribute the Products in the territory of Ecuador.

Terms of Payment: Advance payment (50% by the time of order, 50% against readiness).

Delivery Term: To be determined for each order (INCOTERMS 2010)

Distributor's Facilities: In case the Supplier arranges the shipment of the products, the Supplier shall deliver the products to agreed place upon in the purchase order.

Product Standards and Technical Specifications: The standards and technical specifications of the products are specified on the Supplier's website. If, the sold products are deviating from Supplier's standard products the specifications are to be mentioned and attached to the relevant offers.

Initial Period: This agreement becomes effective as of signing of this agreement and shall remain in effect for a period until 31.12.2026.

Contract Year: After the Initial Period, this agreement will continue to be valid in one (1) year contract year periods.

In case of a conflict of terms within this agreement, the terms stipulated above on this cover sheet shall supersede the general terms set out below.

IN WITNESS whereof the Parties hereto have executed this agreement in two (2) original copies.

SIGNED

by and on behalf of the Supplier

Date: 28.7.2026



Kaisa Malinen

Sales Manager

SIGNED

by and on behalf of the Purchaser

Date: 28.7.2026



Pablo Becerra

General Manager



1 OBJECT AND SCOPE OF THE AGREEMENT

The Supplier hereby appoints the Distributor and the Distributor accepts the appointment as the Supplier's non-exclusive distributor for sale and marketing of the product(s), more accurately defined in **Appendix 1 ("Product")**. The Parties may from time to time agree to expand or, at the Supplier's sole discretion, decrease the group of Products supplied under this Agreement by updating the **Appendix 1** correspondingly.

The Distributor may not, in any case, without the prior express written permission of the Supplier sell, distribute or market the Products outside the Territory. The Parties may enlarge or, at the Supplier's sole discretion, reduce the Territory from time to time.

2 LEGAL RELATIONSHIP BETWEEN THE SUPPLIER AND THE DISTRIBUTOR

The Distributor shall buy from the Supplier and sell and distribute the Products in its own name and for its own account. The Distributor shall act as an independent trader in relation to both the Supplier and its customers. The Distributor is not in any way the legal representative or agent of the Supplier and, except as may be agreed in this Agreement, may not undertake any engagement on behalf of the Supplier or on the Supplier's account, nor is the Distributor authorized to give any warranty or make any representation or agree on any conditions on behalf of the Supplier. The Distributor is not authorized to act in the name of the Supplier.

The Distributor shall be liable for any and all actions made by it as well as of having all necessary licenses and permissions to carry out the duties under this Agreement.

3 MARKETING AND NON-COMPETITION, ANNUAL DISTRIBUTION TARGETS

3.1 Marketing

The Distributor shall be liable for the marketing of the Products at its own cost. Marketing shall be conducted in accordance with applicable laws and regulations and may not in any case cause any harm to the Supplier's business or otherwise.

3.2 Non-Competition

The Distributor shall not, directly or indirectly, compete with the Supplier in or outside the Territory during the term of this Agreement by marketing, selling or otherwise delivering other similar products than the Products without a prior written approval of the Supplier.

3.3 Annual Distribution Targets

The Distributor shall have annual distribution targets as per **Appendix 2 ("Annual Distribution Targets")**. The Parties shall agree upon the Annual Distributions Targets jointly. The Annual Distribution Targets may be updated from time to time by revising **Appendix 2**. NOTE: Target not defined at this stage.

The Distributor shall have annual distribution targets and these shall be updated every year in December and confirmed by email correspondence.



4 PRICES AND TERMS OF PAYMENT

The prices for the Products are specified per each case separately.

Terms of Payment are set out above on the cover page. Any outstanding amount(s) due hereunder will carry interest at the rate in accordance with the Finnish Interest Act applicable from time to time and are payable on demand by the Supplier.

The Purchase Price shall be exclusive of any taxes, customs formalities, duties, fees, excises or other tariffs and charges imposed on the Distributor related to this Agreement or deliveries of the Product ("Costs"). Any Costs shall be paid by the Distributor in addition to the Purchase Price.

The prices can be based on price lists, which are updated when necessary or on project specific offers.

5 ORDERING THE PRODUCT

The Distributor shall issue written purchase orders for the Products by e-mail. The Supplier shall either accept or refuse submitted orders by e-mail. Acceptance or refusal of an order shall be at the Supplier's sole discretion. In case the purchase order is accepted by the Supplier, the Supplier shall in the confirmation e-mail inform the Distributor on the delivery date.

The Distributor may not cancel or postpone any accepted purchase order without the Supplier's prior written approval. In case the Supplier accepts any cancellation of the purchase order, the Distributor shall pay any and all costs incurred to the Supplier as a result of such cancellation. In case the Supplier accepts any postponement of the order, the Distributor shall be obligated to compensate the Supplier as defined in Section 6 below.

The Distributor may use its standard purchase order form, but the Parties hereby expressly agree that the terms and conditions contained in this Agreement and its Appendices shall prevail over any of the Supplier's general purchasing terms if such have been enclosed with the purchase order.

6 DELIVERY AND DELAYS

The Products supplied pursuant to the terms of this Agreement shall be suitably packed for shipment and delivered in accordance with the Delivery Term stipulated on the cover sheet of this Agreement, unless the Parties separately agree on another delivery term. If the Supplier, at the request of the Distributor, undertakes to send the Product to its destination, the risk will pass not later than when the Product is handed over to the first carrier. The Supplier shall hand the Products over only to a trustworthy carrier accepted by the Supplier.

If the Supplier becomes aware that any delivery is likely to be late, the Supplier will promptly inform the Distributor about the delay and the circumstances causing the delay. The Distributor hereby agrees to a reasonable rescheduling of the delivery date. In case of late or postponed delivery due to a cause on the Supplier's side, the Supplier shall be obligated to compensate the Distributor 0,5 % of the Purchase Price for every commencing week after an initial two (2) week grace period. The total amount of compensation can, however, not exceed 7,5 % of the Purchase Price. The compensation is only payable on the Distributor's demand.

In case the late or postponement of a delivery is due to a cause on the Distributor's side, the Distributor shall be obligated to compensate the Supplier 0,5 % of the Purchase Price for every commencing week the Supplier has to store the ordered Product after an initial two (2) week grace period. After four (4) weeks have passed from the agreed original delivery date, the



Supplier may arrange the shipment of the Product and the Product shall be delivered to the Distributor's Facilities in accordance with the afore-mentioned delivery term INCOTERMS 2010.

Obligations of the Parties as well as the passing of the risk of loss shall be in accordance with the applicable delivery term. All freight, insurance, shipping expenses and Costs will always be paid by the Distributor. Title to the delivered Products shall pass to the Distributor as of payment of the Purchase Price.

7 WARRANTY AND LIMITATIONS OF LIABILITY

Warranty period is 12 months from the delivery date of the Product and/or from the date of the first waybill whichever is the earliest. Warranty covers defects resulting from faulty Product. The Product shall be considered faulty in case of defect or nonconformity with the Product Standards and Technical Specifications, if any. The Supplier shall not be liable for defects arising out of materials provided or a design stipulated or specified by the Distributor.

Damage caused by the Distributor's negligence as well as non-observance of the Supplier's instructions in using the Product is hereby expressly excluded from the warranty.

If the Product fails to conform to the warranty set out in this Agreement, the Distributor shall, within the warranty period and immediately after such non-conformity has come to the Distributor's attention, report such non-conformity to the Supplier in writing and provide full information and fully documented examples of the defect as well as a sample of the defective Product. If the defect is the kind that is covered by the warranty, the Supplier shall replace the Product with a new Product. If, for any given reason, it is not possible for the Supplier to replace the Product, the Supplier shall compensate the Purchase Price to the Distributor. The Distributor shall under no circumstances undertake to repair or use the defective Products and is not entitled to any compensations for costs arising from such repair or usage of defective Products.

If the Distributor fails to report any non-conformity within the warranty period, the Product shall be deemed to be acceptable to the Distributor and the Supplier shall have no further liability or obligations under the warranty towards the Distributor. The warranty is given subject to the Distributor complying with the terms of this Agreement and any and all documentation in whatsoever format provided by the Supplier to the Distributor under this Agreement related to the Product ("**Documentation**"), if any, and to there not having been made any unauthorized alteration or modification to the Product by or on behalf of the Distributor.

The Supplier shall not be liable for defects caused by circumstances, which arise after the risk has passed to the Distributor, e.g. defects due to faulty maintenance, transferring of the Products incorrect installation, incorrect application of the cable type or faulty repair by the Distributor or to alterations carried out without the Supplier's consent in writing. The Supplier shall neither be liable for normal wear and tear nor for deterioration.

Under no circumstances shall the Supplier be liable to the Distributor or any other party for any indirect, special, incidental or consequential damages of any kind even if the Supplier has been informed of the possibility of such damages, or of any claim by the Distributor. The total liability of the Supplier may not in any case exceed the Purchase Price of the Product in connection with the failure has occurred.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SUPPLIER DISCLAIMS ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH IN THIS SECTION, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

During the term of this Agreement and thereafter, both Parties agree to keep all information that they obtain about the other concerning the business, finances and affairs of the other and regardless of its nature strictly confidential. The provisions of this Section shall cease to apply to information that has come or comes into the public domain other than by breach of this Section or any other duty of confidence.

Unless required by law, any listing authority, stock exchange or regulatory body of competent authority, neither Party shall issue any public announcement, whether written or otherwise, in relating to the subject matter of this Agreement except with the prior written consent of the other Party.

If the Distributor breaches this confidentiality clause, the Distributor shall be liable to pay the Supplier liquidated damages in the amount of fifty thousand (50 000) euros for each breach. In addition, the Distributor is liable to reimburse and compensate the Supplier for all damages caused insofar as they exceed the amount of the aforementioned liquidated damages.

9 INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION

The Distributor hereby acknowledges and agrees that any and all intellectual property right, howsoever arising and in whatever media, whether or not registered, including (without limitation) know-how, patents, trademarks and trade names and any applications for the protection or registration of these rights and all renewals and extensions thereof throughout the world ("**Intellectual Property**") in or otherwise hereunder connected with the Product, including the Documentation, if any, shall be exclusively owned by and remains with the Supplier and/or its licensor(s). The Distributor further undertakes not to interfere in any way with the Supplier's or its licensors' right, title and/or interest in the Product or the Documentation.

Subject to compliance with the terms of this Agreement, the Supplier hereby grants to the Distributor a non-exclusive, non-transferable and limited license to use the Supplier's Intellectual Property provided to the Distributor under this Agreement to the extent necessary for the Distributor to be able to use the Product in accordance with the terms of this Agreement.

Any other use by the Distributor or the Distributor's subsidiary of the Intellectual Property of the Supplier and/or the Documentation or the Product is hereunder expressly excluded and prohibited. Any and all other rights not expressly granted hereunder are reserved by the Supplier.

The Distributor hereby expressly agrees not, nor let any third party, to (a) modify or alter the Product or incorporate it into any other products; or (b) sublicense or otherwise transfer the rights, or any part of them, granted hereunder to the Distributor to the Product or the Supplier Intellectual Property to any third party.

The Distributor shall be liable to pay any and all damages incurred by the Supplier or its licensors as a result of the Distributor's or its employee's, contractors' and/or any affiliates' inappropriate actions under this Section or otherwise under this Agreement.

10 TERMINATION

Either Party may terminate this Agreement with a written notice to the other Party at the latest one (1) month prior to the end of each Contract Year.

In addition to the foregoing or as otherwise stated in this Agreement, the Parties have a right to terminate this Agreement in the event of the following:

- (a) With immediate effect if a Party has committed a fundamental breach of this Agreement (including without limitation failure to pay in due date or failure to achieve the Annual

Distribution Targets) and not rectified the same within thirty (30) days after receipt of a written notice from the other Party specifying the breach; and

- (b) With immediate effect if the other Party shall cease to carry on its business or shall have a receiver or administrative receiver appointed to it or over any part of its undertakings or assets or shall pass a resolution for its winding up or a court of competent jurisdiction shall make an order, or shall enter into any voluntary arrangement with its creditors, or shall be unable to pay its debts as they fall due.

The Supplier may also terminate this Agreement immediately in the event of a sale, merger or other business combination resulting in a change in control of the Distributor.

Unless the Parties expressly otherwise agree, the rights and obligations accrued by the Parties prior to termination of this Agreement shall remain valid, including but not limited to, accepted orders. Any outstanding payments fall due as of termination of this Agreement.

The terms of this Agreement, which by their nature are meant to survive the termination of this Agreement, shall survive the expiration or termination, for whatsoever reason.

11 MISCELLANEOUS

11.1 Compliance with laws and regulations

The Distributor agrees to comply with applicable laws and regulations and commits to conduct its business in accordance with high ethical standards, including applicable anti-bribery legislation, regulations on detecting and preventing of money laundering and terrorist financing as well as restrictions or suspension of economic or commercial relations, or other areas such as transport and communications or diplomatic relations, with a particular State or groups of individuals and entities stipulated by the EU or UN. The Distributor is responsible for being aware of regulative issues and for following the development of applicable international and national legislation relating to the afore-mentioned or to any subject matter of this Agreement.

11.2 Assignment of the Agreement

The Distributor may not assign this Agreement or its rights or delegate its duties or obligations hereunder without the Supplier's prior written approval.

11.3 Notices

Any notices required to be given under this Agreement shall be in writing and shall be deemed to have been duly served if hand delivered or sent by e-mail correctly addressed to Party's contact person and e-mail address as either Party may designate from time to time.

11.4 Force majeure

Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if a failure or a delay is caused by any circumstances beyond Party's reasonable control, including but not limited to, nature catastrophes, war, civil commotion or industrial dispute.

11.5 Entire Agreement; Modifications

This Agreement sets forth the entire understanding of the Parties with respect to the subject matter. This Agreement shall not be amended or modified except by written instrument duly executed by each of the Parties. Any and all previous agreements and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

11.6 Translations

In the event that translations of this Agreement are made, the terms of this Agreement shall be interpreted in accordance with the English version of the Agreement.

11.7 Governing law and Arbitration

This Agreement shall be governed by and construed in accordance with the laws of Finland, excluding the choice of law rules.

Any dispute arising out of, or in connection with, this Agreement, which cannot be settled by negotiations between the Parties, shall be finally settled by arbitration in accordance with the rules of the Arbitration Committee of the Central Chamber of Commerce of Finland by one (1) arbitrator. The arbitration proceedings shall be held in Helsinki, Finland and conducted in English language.

11.8 Appendices and Order of Priority

Appendices form an integral part of this Agreement. In case of a conflict or discrepancy between the provisions of this Agreement and those of its Appendices, the provisions of this Agreement shall prevail.

APPENDICES

1	The Products (Cable catalogues available at Helmacab.com)
2	The Annual Distribution Targets (not set at this stage yet)
3	Other additional information

A handwritten signature in black ink, appearing to be 'G-317' or similar, located at the bottom left of the page.

