

EXCLUSIVITY AGREEMENT

I. THE CONTRACTING PARTIES

SC BLUE SEA EXPORT IMPORT S.R.L., headquarters in FOCSANI, UNIRII Avenue, no. **9**, bl. **9**, et. **7**, ap. **27**, registered in the Trade Register under no. **J39/124/2023**, Unique Identification Code: **47626664**, having bank account no. **RO87OTPV440001546595US01** opened at **OTP BANK**, SWIFT (BIC) Code: **OTPVROBU**, legally represented by Mr. **TĂNASE CĂTĂLIN ALIN**, having the position of **Administrator** as BUYER and

EL YASMINA HERBS , with headquarters in **Egypt , Bani suef , Somosta , 22 port said street** , registered in the Trade Register under no. **484305883** , , having bank account no. **1029804432901** opened at **EMIRATES NATIONAL BANK OF DUBAI , SAE.**, SWIFT (BIC) Code: **EBILEGXXX**, legally represented by Mr. **Ashraf moawad**, having the position of **CEO**, as SELLER.

have agreed to conclude this exclusivity agreement, subject to the following clauses:

II. SUBJECT OF THE CONTRACT

2.1 Exclusivity Period shall mean that the period of time is **indefinitely**. BUYER and SELLER agree that during the **Exclusivity Period**, BUYER shall purchase the goods according to Appendix no. 1 and in accordance with the obligations assumed by this Agreement exclusively from SELLER and not from any other vendor in the **Arab Republic of Egypt** . The SELLER hereby gives the BUYER the exclusive right to sell, export and import the goods upon the terms as set forth below in **Romania, Hungary, Bulgaria, Serbia, Moldavia and Ukraine**.

III. OBLIGATIONS OF THE BUYER

3.1 The BUYER agrees to exclusively buy the goods according to Appendix no. 1 and in accordance with the obligations assumed by this Agreement exclusively from SELLER and not from any other vendor in the **Arab Republic of Egypt**.

3.2 The BUYER agrees to send payment to the SELLER in **eur** by international bank transfer after his client inspects, tests the quality of the goods described in Appendix no. 1 at the time of delivery, when the handover-acceptance report is signed.

3.3 If the goods are not according Appendix no. 1 or if they are damaged, leaking, unsealed or expired, the BUYER has the obligation to reject them, the BUYER will not send payment to the SELLER and the goods will be transported back to the SELLER at SELLER expense or the goods will be sent to authorised recycling centers, composting or waste sorting units.

IV. OBLIGATIONS OF THE SELLER

4.1 The SELLER agrees to give the BUYER the exclusive right to sell, export and import the goods according to Appendix no. 1 in the following countries: **Romania, Hungary, Bulgaria, Serbia, Moldavia and Ukraine.**

4.2 The SELLER agrees to assist the BUYER in transport, export and import procedures by any means.

4.3 The SELLER agrees to notify the BUYER each time the prices and transport cost of the goods change by phone or email.

4.4 The SELLER warrants that the Goods shall be free of defects.

4.5 The SELLER agrees not to hide his public documents and to give the BUYER the right to show copies of his public documents to other parties including the general public.

V. OTHER CLAUSES

5.1 This contract can be modified by agreement of the parties.

5.2 Any change is made with the agreement of the parties through an additional act.

5.3 This agreement shall be finally settled under the rules of arbitration of the International Chamber of Commerce if no other way is possible.

This contract terminates in the following cases: death, dissolution, prohibition, insolvency or bankruptcy, as well as by agreement of the parties.

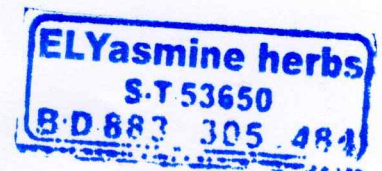
Concluded today, 20 . 9 .2023 . in two copies, one for each party.

BUYER,

SELLER,



Handwritten signature of the seller and the text 'RATBY' written below it.



Appendix no. 1 Description of goods

| Product description | Packaging | Logistics |
|---------------------------|---|--|
| Thyme | Standard Packing 25 KG , pp Bags | 20 FT Container load 7 MT 40 FT Container load 14 MT |
| Spearmint | Standard Packing 20 KG , pp Bags | 20 FT Container load 6 MT 40 FT Container load 11 MT |
| Sage | Standard Packing 20 KG , pp Bags | 20 FT Container load 7 MT 40 FT Container load 14 MT |
| Rosemary | Standard Packing 20 KG , pp Bags | 20 FT Container load 7 MT 40 FT Container load 14 MT |
| Peppermint | Standard Packing 20 KG , pp Bags | 20 FT Container load 6 MT 40 FT Container load 11 MT |
| Parsley | Standard Packing 20 KG , pp Bags | 20 FT Container load 5 MT 40 FT Container load 10 MT |
| Marjoram | Standard Packing 15 KG , pp Bags | 20 FT Container load 6 MT 40 FT Container load 12 MT |
| Molokhia (Jewish mellow) | Standard Packing 20 KG , pp Bags | 20 FT Container load 5 MT 40 FT Container load 10 MT |
| Lemon grass | Standard Packing 20 KG , pp Bags | 20 FT Container load 6 MT 40 FT Container load 12 MT |
| Hibiscus flower | Standard Packing 10 KG , Carton Boxes | 20 FT Container load 3.5 MT 40 FT Container load 7 MT |
| Dill Tips | Standard Packing 20 KG , pp Bags | 20 FT Container load 6 MT 40 FT Container load 12 MT |
| Basil | Standard Packing 20 KG , pp Bags | 20 FT Container load 6 MT 40 FT Container load 11 MT |
| Celery | Standard Packing 20 KG , pp Bags | 20 FT Container load 5 MT 40 FT Container load 10 MT |
| Chamomile | Standard Packing 12.5 KG , Carton Boxes | 20 FT Container load 3.5 MT 40 FT Container load 7 MT |
| Fennel seeds | Standard Packing 25KG , pp Bags | 20 FT Container load 15 MT 40 FT Container load 25 MT |
| Anise | Standard Packing 25KG , pp Bags | 20 FT Container load 15 MT 40 FT Container load 25 MT |
| Caraway | Standard Packing 25KG , pp Bags | 20 FT Container load 15 MT 40 FT Container load 25 MT |