



London

February 12, 2024

AVERSON Limited Liability Company, represented by Deputy General Director Yuri Stepanovich Vesnik, acting on the basis of the Charter, hereinafter referred to as the "Supplier", on the one hand, and KS Key of Life LP (Limited Partnership, represented by representative Henry Finch, acting on the basis of the Charter), on the other hand, the Founders, referred to as hereinafter referred to as the "Buyer", on the other hand, hereinafter referred to as the "Parties", have entered into this Agreement, hereinafter referred to as the "Agreement", as follows:

1. SUBJECT OF THE AGREEMENT

- 1.1. The Supplier undertakes to transfer the products, hereinafter referred to as "Goods", to the Buyer for subsequent sale on the terms of delivery agreed upon by the Parties in this agreement. The Buyer undertakes to accept the Goods in accordance with the procedure, shapes, sizes and deadlines established by this Agreement and the Technical Specifications, as well as to sell the goods in any territory without restrictions.
- 1.2. The Specifications shall be drawn up as annexes to this Agreement and shall contain data on the quantity of Goods, delivery time, assortment, quality, price, method delivery, the procedure for reimbursement of transportation costs, the amount of prepayment for the Goods, as well as details of the consignees of the Goods and other necessary information as agreed upon Parties.
- 1.3. Each delivery of Goods is formalized by a separate Specification on the basis of applications, submitted by the Buyer. The Supplier is obliged to consider the application and inform about the possibility, volumes and terms of its satisfaction within 5 working days from the date of its receipt.
- 1.4. The Goods shall be delivered by the Supplier during the term of the Agreement in separate batches according to the agreed Specification.

2. QUALITY AND COMPLETENESS

- 2.1. The quality and completeness of the Goods supplied must meet the necessary technical specifications, requirements of regulatory and technical documentation specified in the Specifications applicable to each of the Products.
- 2.2. The Supplier is obliged to provide all necessary documentation for the delivered Goods, provided for by the current legislation of the United Kingdom.
- 2.3. The Specification indicates GOST, TU.
- 2.4. In the absence of claims to the Supplier regarding the quality of the goods upon its acceptance by the Buyer, in the In the event of such claims by the end customer, the Supplier will be liable for does not carry the quality of the goods.

Or:

In case of claims by the end buyer for the quality of the goods, the liability of the is borne by the Supplier, unless he proves that the deterioration of the quality of the goods occurred after their transfer Buyer.

3. QUANTITY AND ASSORTMENT

3.1. Quantity and range of Goods supplied under this Agreement, as well as units their measurements shall be agreed upon by the Parties in the relevant Specification.

4. CONTAINERS, PACKAGING AND LABELING

4.1. Goods that do not require packaging are shipped by the Supplier without its use.

4.2. If the packaging is non-returnable, then its cost is included in the cost of the Goods.

5. TERMS, PROCEDURE AND TERMS OF DELIVERY

5.1 The delivery time of each batch (delivery period) of the Goods is specified in the Specification in relation to each batch of Goods. With the written consent of the Buyer, it is allowed to Early delivery of the Goods.

5.2. The date of delivery (shipment) of the Goods shall be the date of stamping on the Railway consignment notes or consignment notes (seals, dates and signatures authorized representative of the Buyer) on the receipt of the Goods to the Buyer (consignee).

5.3. Ownership of the Goods, as well as the risk of accidental damage, loss of the Goods shall be transferred from the Supplier to the Buyer from the date of delivery of the Goods to the Buyer.

5.4. The goods are considered to have been delivered on time if the delivery deadlines are met, specified in the Specification.

5.5. The Goods shall be delivered by the Supplier at the expense of the Buyer, unless otherwise agreed in the Specifications.

5.6. The Goods are delivered according to the Buyer's shipping details or according to the shipping details of the consignees of the Goods specified in the Specification.

6. ACCEPTANCE OF GOODS BY QUANTITY AND QUALITY

6.1. The buyer is obliged to take all necessary actions to ensure the acceptance of the Goods delivered on the terms and in accordance with this Agreement.

6.2. In case the Buyer discovers damage to the container, packaging during the acceptance of the Goods, violation of sealing, damage to the container, the Buyer's representative is obliged to draw up act with the participation of the Supplier's representative.

6.3. Acceptance of the Goods must be carried out in accordance with the requirements of the current legislation of the United Kingdom.

7. PRICE OF GOODS, CONTRACT PRICE AND PAYMENT PROCEDURE

7.1. Prices for the Goods are set in US dollars and are determined in Specifications, which are an integral part of this Agreement.

7.2. The total price of the Contract consists of the sum of the total values of the consignments of the Goods at Specifications, which are an integral part of the Agreement, and the amount of expenses Supplier to be reimbursed by the Buyer.

7.3. Reimbursement of transportation costs incurred by the Supplier shall be made by the Buyer on the basis of invoices issued by the Supplier and copies of documents confirming the cost of transportation and related services of the Carrier, by transferring money funds to the Supplier's current account, unless otherwise agreed by the Parties additionally.

7.4. Payment under the Contract is carried out in the following order (specify the necessary):

In case of partial prepayment:

Payment under the Agreement is made in the following order:

7.4.1. prepayment in the amount specified in the Specification is carried out by transfer funds to the Supplier's current account within 14 banking days from the date of signing of the Specification by the Parties.

7.4.2. The remaining amount is transferred within 30 banking days from the date of sale goods by the Buyer, but no later than the date specified in the specification. In the event that the specified

The date is not specified in the specification, the final payment is made no later than 30 days from date of signing the specification.

In case of full payment after implementation, without prepayment

Payment for the goods is made by the Buyer within 14 banking days from the date of sale goods by the Buyer, but no later than the date specified in the specification. In the event that the specified

The date is not defined in the specification, the calculation is made no later than 30 days from the date signing the specification.

In case of prepayment, the following is also indicated:

7.5. The parties agreed on the following amount of interest on the amount of the advance payment (payment for commercial credit): 25%.

7.6. The BOM can determine the part of the cost of the goods, the payment for which is credited with the prepayment made.

7.7. By agreement of the Parties, it is allowed to pay for the Goods in another manner established in the Specifications and/or as required by the laws of the United Kingdom.

7.8. In the event of counterclaims, the Parties have the right to set them off.

8. LIABILITY OF THE PARTIES

8.1. In case of delay in payment for the Goods, or delivery of the Goods in accordance with the terms of this Agreement the guilty Party shall pay a penalty at the rate of 0.1% of the value of the undelivered party, unpaid products, for each day of delay, but not more than 5% of the total price of the Contract.

8.2. A party that has not fulfilled or improperly fulfilled its obligations under of this Agreement shall be exempt from liability in the event of force majeure Circumstances.

9. TERM OF THE CONTRACT AND EARLY TERMINATION

9.1. This Agreement shall enter into force from the moment of its signing by the Parties and shall be valid until full fulfillment by the Parties of their obligations under the Agreement.

9.2. This Agreement may be terminated early in the following cases:

- by agreement of the Parties by signing by the Parties of an additional agreement to the Contract;
- ☐ a unilateral refusal is possible at the request of one of the Parties in case of a significant violation of this Agreement by the other Party;
- in other cases, established by the current legislation of the United Kingdom by this Agreement.

Upon termination of this Agreement, the initiative Party shall notify in writing the other Party on the impending termination at least 20 calendar days before the date termination of this Agreement.

10. DISPUTE RESOLUTION BY THE PARTIES

10.1. Disputes arising between the Parties in the performance of this Agreement are considered, in accordance with the current legislation of the United Kingdom, in the [London Court of International Arbitration \(LCIA\)](#), in compliance with the mandatory pre-trial claim settlement procedure (the term for consideration of the claimed claim is 10 calendar days from the date of receipt).

11. FINAL PROVISIONS

11.1. All information received by the Parties under this Agreement, including information on the financial position of the Parties shall be considered confidential and shall not be subject to disclosure or transfer to third parties, both during the validity period of this Agreement and under the its termination within five years.

11.2. In case of changes in the details, the Parties undertake to notify each other in writing about such changes within 10 days. Otherwise, messages sent on the latest address are considered to have been duly transmitted.

11.3. In all other matters that are not provided for by this Agreement, the Parties shall be guided by applicable laws of the United Kingdom.

11.4. All changes and additions to this Agreement must be made in in writing and shall enter into force after signature by both Parties.

11.5. This Agreement is signed in 2 copies having equal legal force, one original for each of the Parties.

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12. LEGAL ADDRESSES AND BANK DETAILS OF THE PARTIES

Supplier

Limited Liability Company "AVERSON"

Legal address: Russian Federation, 119285, Moscow, Pyryeva str., 7A

INN/KPP: 9715201287/772901001

BIN: 1157746548090

Current account: 40702810000000032862

Bank: PJSC JSCB Avangard

Correspondent account: 30101810000000000201

BIC: 044525201

Signature:

Deputy General Director:

Vesnik Y. S. /



Buyer

KS Key of Life LP (Limited Partnership)

Legal address: 85 Greate Portland Street First Floor, London, W1W 7LT, United Kingdom

Registration number: LP021595

Тел.: +442045770415

Email: kskeyoflife@gmail.com

KS Key of Life LP Migom Bank LDT

SWIFT: MIMODMD2

Account: DM310000004231607

Signature:

Representative:

Henry Finch /

