

CONTRACT

This day of _____, between:

_____, with registered office and management address in the city of _____, UIC: _____, represented by _____, Manager, referred to as **ASSIGNOR**, on one hand and

“Econt Express” AD, UIC: 207839658, with registered office and management address: town of Ruse, 16 Slavyanski blvd., represented by Lora Nikolaeva Sabeva, Manager, hereinafter referred to as **CONTRACTOR**,

and

_____, UIC: _____, with registered office and management address: town _____, street № _____, fl _____, represented by the manager _____, hereinafter referred to as **OPERATOR**, on the other hand

Considering the following:

1. The ASSIGNOR is a client of the CONTRACTOR and wishes to be provided with the services under this contract.
2. For the purposes of this contract, the CONTRACTOR will use his systems for management, processing, distribution, reception, storage, sorting and management of the ASSIGNOR's goods, incl. preparation of courier shipments of goods available in the OPERATOR's warehouse, which system will be available to the OPERATOR throughout the term of the contract and under its terms and conditions.
3. The OPERATOR will perform and provide part of the services under this contract, according to the terms of use of the CONTRACTOR's systems and according to the requirements of the ASSIGNOR.
4. To facilitate the performance of the services under the contract, the CONTRACTOR has developed operative procedures that the OPERATOR will follow in order to ensure quality performance of the work.

the present contract was concluded and the parties have agreed on the following:

I. SUBJECT OF THE CONTRACT

Art. 1. (1). In accordance with the terms and conditions of this contract, the ASSIGNOR assigns, and the CONTRACTOR and the OPERATOR undertake to perform operations assigned by the ASSIGNOR, according to the operative procedure, representing Appendix No. 1 to this contract and in accordance with the allocation of their duties below.

(2). The operative procedure activities will be carried out in the OPERATOR's warehouse and will cover goods owned by the ASSIGNOR.

II. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

Art. 2. (1). The CONTRACTOR undertakes to develop and maintain operative procedures – Appendix No. 1, an integral part of this contract, regulating the processes of information exchange, document circulation, acceptance, transmission and processing of goods, as well as the time limits for the implementation of these processes.

(2). The operative procedures under paragraph 1 are created on the basis of the professional experience and knowledge of the CONTRACTOR and ensure the quality and timely performance of the physical operations performed by the Operator with the goods, including: unloading, loading, arranging, rearranging, unfastening and strengthening, packing and repacking, sorting, counting, weighing, marking, labelling, assembly, setup, commissioning (preparation/sorting of goods for shipment) and the like.

Art. 3. (1). The CONTRACTOR prepares a Price List based on the working procedures prepared by him, which is Appendix No. 2, an integral part of this contract.

(2). All operations not specified in the price list attached to the contract are carried out after an express agreement between the ASSIGNOR and the CONTRACTOR and for a separate fee.

Art. 4. (1). The CONTRACTOR owns and maintains specific systems for the management, processing and distribution of goods, which systems ensure the performance of the services assigned under this contract.

(2). The CONTRACTOR should maintain the systems under paragraph 1 throughout the duration

of the contract, so that they function in relation to all assigned services under the operative procedure.

(3). The CONTRACTOR is obliged to maintain his systems during the entire term of the contract, so that they work properly and without interruption.

Art. 5. (1). The CONTRACTOR provides the OPERATOR, if necessary, with initial and/or additional requirements regarding the storage of the goods provided in writing by the ASSIGNOR, which requirements the OPERATOR undertakes to fulfil in order to provide quality services assigned under this contract.

(2). In the absence of specific instructions from the ASSIGNOR regarding the handling and storage of his goods, the CONTRACTOR shall, at its own discretion, provide the OPERATOR with instructions for handling and storing the goods. The CONTRACTOR and the OPERATOR are not responsible to the ASSIGNOR in the event that the requirements specified by the CONTRACTOR were not sufficient in view of the specific goods.

(3). The CONTRACTOR and the OPERATOR are not responsible for the occurrence of waste of the goods during storage and processing in the warehouse, unless the contract and the operative procedure specify special conditions for the storage of the goods aimed at preventing the occurrence of waste.

Art. 6. (1). The CONTRACTOR undertakes to periodically and/or at the request of the OPERATOR and the ASSIGNOR provide requirements regarding the dimensions, weight and other specific parameters of the goods, subject of this contract.

(2). Upon signing this contract and periodically, if necessary, the CONTRACTOR undertakes to provide the ASSIGNOR with a list of goods that cannot be assigned, stored and manipulated under this contract.

(3). Upon signing this contract and periodically, if necessary, the CONTRACTOR undertakes to provide the ASSIGNOR with the maximum number of pallet deliveries that can be accepted by the warehouse determined between the parties under this contract.

Art. 7. (1). The CONTRACTOR is not obliged to give or accept binding declarations about the content, weight, value and condition of the goods, nor about any special interest in the delivery. An exception is allowed by special agreement with the ASSIGNOR, as well as if the latter requests and pays for checking the content, weight, condition and/or declared value of the goods, for

which a separate price list applies.

(2). The result of the inspection is documented and binds the parties to the contract, but even in this case the CONTRACTOR does not act as an Expert.

Art. 8. The CONTRACTOR has the right (but not the obligation) to carry out or instruct the OPERATOR to carry out an inspection of the content and weight of the goods and, in the event of differences from what was declared, charge the ASSIGNOR with all resulting costs and damages.

Art. 9. (1). The CONTRACTOR has the right to sell or otherwise reasonably dispose of goods that cannot be delivered in accordance with the instructions of the ASSIGNOR/OWNER, under the following conditions:

- When the CONTRIBUTOR and/or other entitled parties cannot be found and/or do not give applicable instructions and/or do not pay the amounts legally due for the goods - after the expiration of a 10-day period from the date of non-performance, including after the expiration of a 10-day period from the date on which the goods should have been accepted by the Recipient (in the case of sending the goods to a third party) and/or when the claim becomes due.

- Without prior warning for perishable goods, for goods that have perished/spoiled and/or the storage of which may cause damage to the OPERATOR, the CONTRACTOR or to third parties, or contravenes the applicable legal norms.

(2). In the cases set forth in para. (1) above, the CONTRACTOR disposes of the goods/goods at the account of the ASSIGNOR/OWNER and is obliged to make available to the CONTRACTOR the sum of the sale after deducting the expenses incurred by him and the sums owed to him.

III. RIGHTS AND OBLIGATIONS OF THE OPERATOR

Art. 10. (1). The OPERATOR undertakes to provide a place to store the goods owned by the ASSIGNOR, as well as to take the necessary care to protect the goods handed over to him, including to take reasonable measures to secure and/or guard the warehouse and to prevent damage from atmospheric influences (excluding damage from inappropriate storage temperature and/or humidity, unless such temperature and/or humidity is expressly agreed upon) , and also according to the requirements of the ASSIGNOR, insofar as such requirements were given in writing to the CONTRACTOR and confirmed by the latter. For submitted and accepted additional requirements for storage and/or handling, the ASSIGNOR owes an additional fee.

(2). The OPERATOR undertakes to comply with all additional requirements set by the CONTRACTOR regarding the storage of goods and shipments.

(3). The OPERATOR has the right, after notifying the ASSIGNOR and obtaining consent from the CONTRACTOR, to use other storage facilities that meet the conditions of this contract.

Art. 11. (1). The OPERATOR undertakes to carry out the operations according to the operative procedure of the CONTRACTOR, using its systems, as well as to follow the instructions of the ASSIGNOR, if any.

(2). The OPERATOR performs the operations according to the operative procedure with its own or hired technical means and in accordance with the requirements and instructions of the ASSIGNOR, which the latter has expressly provided and the CONTRACTOR has expressly accepted, as well as in accordance with the CONTRACTOR's requirements regarding the use of his systems.

(3). The OPERATOR organizes the acceptance/delivery of the GOODS according to the Operative procedure, which is an integral part of this contract.

Art. 12. (1). The OPERATOR has the right to take the GOODS out of the warehouse area in the case of necessity, related to loading and unloading activities and arrangement of warehouse stock or in case of possible damage to the same or other goods stored in the warehouse.

(2) The OPERATOR may deviate from the instructions of the ASSIGNOR and/or the CONTRACTOR if this is necessary to preserve the interests of the ASSIGNOR and/or to protect the other goods in the warehouse, and/or to comply with the requirements of the authorities and/or for the normal operation in the warehouse.

Art. 13. (1). The OPERATOR undertakes to treat the ASSIGNOR's stored goods with the care of a good merchant.

(2). If the state or type of the goods has changed as a result of manipulations performed by the OPERATOR following the instructions of the ASSIGNOR, which manipulations have changed the state and type of the goods, such changes should not be considered a violation of this clause and the contract as a whole.

Art. 14. The OPERATOR has no right to use the stored GOODS or dispose of them, except in cases where the OPERATOR exercises the right of the CONTRACTOR pursuant to Art. 51-53 of the

present contract or under the hypotheses expressly provided for in the contract or legislation.

Art. 15. Licenses and permits for import, trade, re-export and others concerning the ASSIGNOR's commercial activity are excluded from the responsibility of the CONTRACTOR and the OPERATOR and are the ASSIGNOR's responsibility.

Art. 16. The CONTRACTOR and the OPERATOR have the right to be reimbursed for expenses incurred in connection with non-fulfilment of the Work Procedure and non-compliance with the terms of this contract by the ASSIGNOR.

IV. RIGHTS AND OBLIGATIONS OF THE ASSIGNOR

Art. 17. (1). By signing the present contract, the ASSIGNOR declares the following:

- that he is the legal administrator or the proxy of the legal administrator of the goods;
- that the goods are not the subject of transactions prohibited by the laws of the Republic of Bulgaria or by applicable international regulations;
- that he knows the goods and their properties, and that the written description of the goods and their properties is complete and accurate for the purposes for which the goods are handed over to the OPERATOR;
- that the goods are properly prepared, packaged and marked for the purposes for which they are handed over to the OPERATOR (unless the preparation, packaging and marking of the goods is the responsibility of the OPERATOR);
- that in the absence of specific instructions, it is accepted that the goods are handled and stored in the usual way at the discretion of the CONTRACTOR;
- that he accepts all the rights and limitations of the CONTRACTOR's and OPERATOR's liability and all his obligations and responsibilities, including the obligation, under certain circumstances, to indemnify the CONTRACTOR and/or the OPERATOR against costs, damages, losses and claims of third parties;
- that the specified content and special characteristics of the shipment/cargo/goods (gross weight, volume, packaging, possibility of loading on top of the goods, danger class, temperature regime, as well as special requirements for the transport, transshipment and storage of the goods, if any) in a request, bill of lading, warehouse receipt or other alternative document thereof, resp. its representatives/employees, is stated accurately, truthfully and comprehensively. In case of incorrect or incomplete data regarding the goods and their characteristics, the ASSIGNOR bears full

responsibility for any fines, criminal proceedings, etc. that may arise.

(2). In case of declaration of incorrect data under paragraph 1, the ASSIGNOR owes the CONTRACTOR and/or OPERATOR compensation for all damages suffered by them, including, but not limited to, HE must pay within 5 days of the request by the CONTRACTOR and/or OPERATOR all imposed pecuniary sanctions or fines by the competent authorities or claims of third parties for damages arising as a result of the false declarations of the ASSIGNOR. In this case, the CONTRACTOR may cancel the contract due to the fault of the ASSIGNOR without providing a deadline for performance.

Art. 18. The ASSIGNOR has the right to receive all or part of the goods subject to compliance with the terms of this contract and the operative procedure for removing goods from the WAREHOUSE.

Art. 19. During the storage of the goods, the ASSIGNOR has the right to access them during the officially announced working hours of the OPERATOR, and the ASSIGNOR should notify the OPERATOR at least 2 (two) hours before the visit. For this purpose, the OPERATOR must appoint a representative to accompany the ASSIGNOR or his representative during such inspections. The ASSIGNOR, his employees and persons authorized by him /including drivers transporting goods of the ASSIGNOR /, accept and will comply with the internal rules for order and security on the territory of the base operated by the OPERATOR, which the latter has provided. The ASSIGNOR is obliged to inform the persons authorized by him about this circumstance, as well as about the requirements for their compliance and the established financial sanctions, in case such are applicable.

Art. 20. The ASSIGNOR can take samples, advertising materials and other items for his needs, and the quantities are ordered out according to the general, agreed order for the removal of the GOODS described in the operative procedure.

Art. 21. The ASSIGNOR has no right to provide goods for storage:

- (1) That are prohibited for possession or use by the laws of the Republic of Bulgaria.
- (2) Goods under a special regime or goods, in connection with the storage of which there are special requirements according to the norms of the current Bulgarian legislation, except with the express written consent of the CONTRACTOR.
- (3) Goods that are oversized, heavy or perishable, except with the express written consent of

the CONTRACTOR.

(4) Goods and packaging that require a special storage regime and are not described in this contract, the warehousing and storage of which may lead to damage to the property of the OPERATOR or the CONTRACTOR, or to other goods stored by the OPERATOR, except with the express written consent of THE CONTRACTOR.

(5) Excise goods.

(6) Goods that pose a danger to human health and life or to the environment.

(7) Dangerous goods, under the meaning of the Bulgarian legislation;

Art. 22. The OPERATOR shall reimburse the ASSIGNOR for all costs incurred in connection with non-fulfilment of the Operative Procedure or non-compliance with the terms of this contract by the OPERATOR.

V. RECEIPT AND SHIPMENT OF GOODS IN THE WAREHOUSE

Art. 23. The acceptance of GOODS in the WAREHOUSE takes place according to the operative procedure of the CONTRACTOR. The OPERATOR accepts the goods according to documents and according to external marks (number of packages, type and condition of the packaging), without being responsible for the content placed in the pallets/boxes/packaging.

Art. 24. The ASSIGNOR undertakes, when sending a request for the introduction of goods into the warehouse, to provide the OPERATOR and the CONTRACTOR with accurate and complete information regarding the weight, characteristic signs and properties of the goods, their condition at the time of introduction, class of danger (if any), as well as specific requirements for the storage and processing of the same, if they are different from those defined in this contract and the attached Operative Procedures.

Art. 25. (1). The OPERATOR has the right, at its discretion, to delay or refuse acceptance of GOODS in the warehouse in the following cases, and the costs caused by such delay or refusal are at the expense of the ASSIGNOR:

1. If the ASSIGNOR has not complied with the order and time agreed in the operative procedures for entering the GOODS into the warehouse.
2. If the OPERATOR finds that the type of GOODS does not allow their storage in the warehouse

or cannot provide the specific storage conditions.

3. If there are discrepancies between the description and quantity of the expected and delivered GOODS, specified in item 2.3. from the operative procedure or in the event that he does not receive the written instructions provided for in the specified point from the ASSIGNOR.

4. The OPERATOR considers that other goods in the warehouse may be damaged by the GOODS that the ASSIGNOR wishes to be accepted for storage.

5. In case of doubt that the GOODS fall under the specified in Art. 21 goods/cargoes.

6. In case of doubt that the acceptance of the GOODS will lead to exceeding the maximum agreed number of pallet positions, when this is not previously agreed with the CONTRACTOR.

(2). In all such cases, the OPERATOR will take all necessary steps to immediately inform the CONTRACTOR and the ASSIGNOR and resolve the relevant issue as quickly as possible. The OPERATOR sends to the ASSIGNOR a notification with stipulated remarks. In the absence of a response within 2 (two) hours, the OPERATOR, at its discretion, accepts the quantities, and the remarks are considered accepted by the ASSIGNOR or refuses to accept the GOODS.

Art. 26. (1). The ASSIGNOR instructs the OPERATOR to conclude, on behalf of and at the ASSIGNOR's expense, a contract for courier/postal services with "ECONT EXPRESS" OOD, and the OPERATOR can negotiate with himself within the meaning of Art. 38 of the Contracts and obligations Law. In this sense, the ASSIGNOR hereby expressly authorizes the OPERATOR to perform the necessary actions, including filling out the postal operator's bill of lading according to the order sent by the ASSIGNOR, to be registered as a representative of the ASSIGNOR, as well as to oblige him with the value of the postal/courier service and with all rights and obligations according to the General Terms and Conditions of the selected postal operator. For the implementation of this provision, the ASSIGNOR should issue a notarized power of attorney or power of attorney, signed with a qualified electronic signature by him to the OPERATOR and/or to a person indicated by him. For the avoidance of doubt, all rights and obligations under the contract for courier/postal services shall accrue directly to the ASSIGNOR.

(2). For the dispatch of the goods from the warehouse and their handover to the courier/postal operator, a Receipt-handover report (RHR) is drawn up. The Receipt-handover report follows the CONTRACTOR's form, and the shipment is carried out according to the operative procedure.

(3). In case of damage, shortages or damage to the goods when they are handed over to the postal operator, the OPERATOR is obliged to note these circumstances in the RHR and to notify

the ASSIGNOR and the CONTRACTOR, and the goods are not dispatched until the ASSIGNOR's express order. The ASSIGNOR has a period of 24 hours from the conclusion of the RHR to file a complaint if there are circumstances involving the OPERATOR's responsibility. In the absence of a remark, it is considered that the goods were delivered in good condition and in accordance with what was specified in the request by the ASSIGNOR.

Art. 27. The ASSIGNOR has the right and the obligation to inspect the OPERATOR's warehouse and make a written objection regarding the way his goods are handled or stored. If the ASSIGNOR does not implement this right, it is considered that he approves the warehouse and the way of handling, arrangement and storage of his goods.

(2). The OPERATOR is liable for damages resulting from inappropriate handling, arrangement and storage of the goods only to the extent that his guilt can be proven.

Art. 28. Unless otherwise expressly agreed, the OPERATOR is not obliged to handle and store the CONTRACTOR's goods separately from other goods in the warehouse.

Art. 29. Notices duly sent by the OPERATOR about the goods are considered sufficient evidence for complaints and claims.

VI. WORKING WITH TURNOVER PACKAGING

Art. 30. The OPERATOR is obliged to provide pallets for processing the ASSIGNOR'S GOODS in cases where the goods arrive in bulk, according to the quantity stipulated by the CONTRACTOR, according to Art. 6, para. 3. For the use of these pallets, the CONTRACTOR will charge an additional fee to the ASSIGNOR.

Art. 31. The ASSIGNOR is obliged to ensure the return of the used empty pallets or other units used for such deliveries after the delivery of the goods.

VII. RESPONSIBILITIES OF THE PARTIES AND INSURANCE OF THE GOODS

Art. 32. (1). The ASSIGNOR is liable for damages caused to the CONTRACTOR, the OPERATOR or

third parties, as a result of special properties of the ASSIGNOR's stored goods, of which the CONTRACTOR was not informed.

(2). The ASSIGNOR is obliged to have a valid insurance policy for general civil liability or product liability and should present a copy of the same to the CONTRACTOR and the OPERATOR.

(3). The ASSIGNOR undertakes to compensate the CONTRACTOR and/or the OPERATOR within 5 days of the request, for the damages caused by property claims of third parties, provided that the claims of the third parties are based on damage to their goods in the OPERATOR's warehouse and the damage occurred as a result of special properties of the goods stored for the ASSIGNOR. Special properties will include, but are not limited to, flammable, explosive, etc.

(4). The CONTRACTOR and/or the OPERATOR are not responsible for the occurrence of waste of the goods during storage and processing in the warehouse, unless the contract and the operative procedure specify special conditions for the storage of the goods aimed at preventing the occurrence of waste.

(5). Even in the absence of fault or negligence, the ASSIGNOR shall indemnify the OPERATOR and the CONTRACTOR for all taxes, duties, charges and the like, fines, expenses, losses and damages and liability suffered or incurred by the OPERATOR and/or the CONTRACTOR in the performance of their obligations under this contract, as well as for claims of administrative bodies and authorities, in the event that the above are not the result of culpable behavior of the OPERATOR and/or the CONTRACTOR.

(6). The ASSIGNOR is responsible for the claims brought against the OPERATOR and/or the CONTRACTOR by third parties or by government authorities or bodies, when these claims are related to the ASSIGNOR's goods.

(7). The ASSIGNOR owes a penalty in the amount of 5% of the value of the last monthly invoice issued before the violation was committed, per day until the violation is eliminated in case of non-compliance with the CONTRACTOR's operative instructions, and the CONTRACTOR has the right to seek compensation for damages exceeding the amount of the penalty.

Art. 33. (1) For the avoidance of doubt, the CONTRACTOR shall not be liable for damages or shortages of the goods, as he only performs managerial functions, and the goods will not be physically under his control or possession. Only the OPERATOR is responsible for proven damages from shortages and damages that occurred in the period from acceptance of the goods under his control until their handover, taking into account the provisions above.

(2). The OPERATOR is solely responsible for direct shortages and damages caused by the fault of the OPERATOR in the performance of his obligations under this contract and is not responsible

for any indirect damages, losses and lost profits and the OPERATOR is not responsible for any indirect damages, losses and lost profits.

(3). In particular in case of loss or damage to a part of goods, which makes the rest unusable for its intended purpose, the OPERATOR is only responsible for the damage to the specific part.

Art. 34. (1). In the case of hidden shortages and damages that cannot be detected by an external inspection of the goods when they are received in and handed over from the warehouse, until proven otherwise, it is assumed that the damage occurred before the acceptance of the goods by the OPERATOR.

(2). This clause applies to (but is not limited to) the acceptance and delivery of goods in closed packages, as well as unpackaged goods, the condition of which cannot be ascertained by ordinary external inspection.

Art. 35. (1). The OPERATOR is released from liability for damages from shortages and damage to the goods, if the same arose from:

- execution of the ASSIGNOR's instructions and actions or inactions of the same;
- the lack of documented instructions of the ASSIGNOR, when the nature of the goods and/or the service requires such instructions;
- internal and hidden defects of the goods and their packaging;
- inappropriate, insufficient or missing packaging;
- properties inherent in the goods and/or the materials from which they are made of;
- normal aging, biological and physico-chemical processes usually occurring into the goods;
- low and high temperatures, drying, humidification or condensation of moisture in a warehouse without special regulation of temperature and/or humidity (unless it is expressly agreed that the goods will be stored in a warehouse with regulation of temperature and/or humidity)
- other atmospheric influences and the consequences of the same when storing the goods in a warehouse unprotected from these influences;
- military actions; civil unrest; strikes; burglary; robbery; actions of armed gangs; actions of the authorities and of bodies and institutions authorized by them; fire; earthquake and other natural disasters; circumstances that have the nature of force majeure and other circumstances that the OPERATOR cannot foresee and/or the consequences of which he cannot prevent with reasonable care;

- for inserted prohibited goods or in case of false declarations under Art. 17 of the Agreement;

(2) The CONTRACTOR shall not be liable for non-fulfilment of the contract in the cases referred to in paragraph 1 of this provision.

Art. 36. (1). In all cases, the compensation owed by the OPERATOR for damages and shortages is limited to the damages actually suffered by the ASSIGNOR, but not more than the lower of the two values - the value of the item that was damaged/destroyed or up to 10 (ten) times the value of the service during the performance of which damage/destruction of the item occurred.

(2). The limitations of liability under paragraph 1 do not apply only in the case of declared value of the goods stated by the ASSIGNOR and expressly accepted by the CONTRACTOR. If the CONTRACTOR accepts the declared value of the goods, the ASSIGNOR should pay an additional fee according to the price list - Appendix 2, which fee is charged upon acceptance of the goods. In return for payment of the additional fee for the "declared value" of the goods, the OPERATOR bears extended liability up to the value declared by the ASSIGNOR and accepted by the CONTRACTOR. For the avoidance of doubt, the declared value of the goods cannot be higher than that stated in the accompanying invoice or sales contract.

(3). The responsibility of the OPERATOR is committed after filing a complaint by the ASSIGNOR and conducting an internal audit by the CONTRACTOR and the OPERATOR and only when all sums owed to the CONTRACTOR have been paid without delay or set-off. The CONTRACTOR is obliged to notify the ASSIGNOR about the result of the complaint, and if the complaint is upheld, its value is deducted from the ASSIGNOR's monthly invoice or paid by the OPERATOR within 5 working days. The ASSIGNOR is obliged to file a complaint within 3 working days of sending the RFR, which reflects circumstances that may involve the responsibility of the OPERATOR.

(4). The compensation for claims concerning the absence or damage of goods with Declared value is determined by the CONTRACTOR and is in the amount of the actual value of the damage caused, but not more than the Declared value. Declared value of the goods shall be the value on which the parties to the contract have charged the "declared value" fee, but subject to the limitation provided for in paragraph 2 of this provision. The following principle applies to valuation - The value of the goods is the value with which it could be recovered;

(5). The OPERATOR pays monetary compensation up to the amounts specified in this provision or similar goods are handed over.

Art. 37. Upon payment of compensation by the OPERATOR, the ASSIGNOR is obliged to transfer to the OPERATOR the ownership of the goods and all rights that the ASSIGNOR/OWNER has

against third parties in relation to the goods for which the ASSIGNOR has received compensation.

VIII. FORCE MAJEURE

Art. 38. (1). The CONTRACTOR and the OPERATOR are not responsible for any damages, shortages or destruction of the goods, as well as for failure to fulfil any of the clauses of this contract, which are the result of the occurrence of force majeure.

(2). In case of force majeure, the CONTRACTOR or OPERATOR is obliged to immediately inform the ASSIGNOR about the event and the OPERATOR is obliged to take all necessary measures to minimize the consequences, applying the provisions of the Commercial Law.

IX. TRANSFER OF RISK

Art. 39. The risk for the stored goods passes from the OPERATOR to the ASSIGNOR from the moment they are handed over to a postal operator or carrier.

Art. 40. The risk passes from the ASSIGNOR to the OPERATOR from the moment of arrival, parking of the means of transport at the place indicated by the latter and the opening of the cargo room(s) for processing in the OPERATOR'S STORAGE SITE.

Art. 41. All losses and/or damages that occur during loading and unloading operations are at the expense of the ASSIGNOR, unless they are due to culpable actions of the OPERATOR.

X. REMUNERATION (PRICES) AND METHOD OF PAYMENT:

Art. 42. (1). The ASSIGNOR undertakes to pay the remuneration for the services provided under this contract. The amount of remuneration is determined according to the Price List (Appendix 2).

(2). The amount of remuneration under paragraph 1, as well as the conditions for their change, are indicated in the price list - Appendix 2, which is an integral part of this contract.

(3). The prices in Appendix 2 include only the activities and services expressly listed and (unless otherwise agreed) refer to standard and safe commercial goods of normal size and weight and in normal condition that do not require special conditions and a special mode of storage or

handling.

Art. 43. (1). For the purposes of this contract and due to the specifics of the systems and procedures applicable to it, the parties agree that the remuneration for the services rendered shall be transferred entirely to the account of the CONTRACTOR.

(2). The remuneration for the services provided by the CONTRACTOR and the OPERATOR under this contract shall be paid by the ASSIGNOR after the end of the month in which they were provided (on a monthly basis), for which the CONTRACTOR shall send an invoice for reporting the services performed under this contract for the previous calendar month, which should contain the following data:

- Type and number of performed services;
- Additional costs;
- Amount of remuneration;
- Compensation, penalties and others;

A responsible employee of the Operator sends for confirmation by the 5th of the month, an inventory of the services performed to the specified email for correspondence to the ASSIGNOR. The absence of any of the above details does not affect the legal effect of the invoice and does not make it invalid.

(3). The ASSIGNOR undertakes to pay the sums of each invoice within 5 days from it being sent by the CONTRACTOR to the email address of the CONTRACTOR, namely:

(4). By paying the full amount of remuneration to the CONTRACTOR's account specified in the invoice, the parties accept that the ASSIGNOR's obligations to the CONTRACTOR and the OPERATOR have been fulfilled.

(5). After receiving each monthly remuneration from the ASSIGNOR, the CONTRACTOR will pay the OPERATOR the relevant part of it, according to the terms and conditions of an additional agreement concluded between them.

Art. 44. (1). The CONTRACTOR may demand from the ASSIGNOR to reimburse additional costs incurred that are not included in the bid price, provided that he has notified the existence of such costs.

Art. 45. (1). In the event of termination of this contract for any reason, the remuneration for all services performed by the CONTRACTOR and the OPERATOR and unpaid by the ASSIGNOR under this contract become payable immediately and before the goods leave the warehouse. To secure

all amounts due under the contract, the CONTRACTOR has a commercial lien on the ASSIGNOR's goods, as well as the rights of Section XII below.

(2). Claims or objections of the ASSIGNOR (regardless of whether presented or not), as well as disputes and negotiations between the Parties relating to the execution of the Contract, do not give grounds for the ASSIGNOR to withhold or delay payment of the price of the services and other payments due under the Contract. The foregoing does not affect the right of the ASSIGNOR to refer the relevant claim, objection or dispute to the competent court, as well as to obtain the return of any unduly paid amount or compensation awarded to him by the competent court.

Art. 46. (1). For late payment of the amounts due, the ASSIGNOR owes the CONTRACTOR a penalty in the amount of 0.5% of the amount due for each day of delay, but not more than 30% of it.

XI. TERM OF THE CONTRACT AND TERMINATION

Art. 47. This contract is signed for 1 (one) year, starting from the date of its signing and is automatically renewed in the event that neither party requests its termination. In the event that within a week before the expiration of the period under the previous sentence, none of the parties has sent a notice of termination, this contract is automatically extended for new one-year periods.

Art. 48. This contract may be terminated:

(1) With 30 (thirty) days' written notice sent by the ASSIGNOR OR CONTRACTOR to each of the parties to the contract.

(2) Unilaterally with written notice from the CONTRACTOR with immediate effect if the ASSIGNOR:

2.1. has delayed any payment due under this contract for more than 3 (three) days.

2.2. considers that his rights are not secured by the value of the goods.

2.3. if the OPERATOR has established that the goods endanger the personnel, their property or other goods.

2.4. establishes false declarations under Article 17 of the Agreement.

2.5. other cases specified in the contract.

(3) In the event that one of the parties becomes insolvent or in relation to one of them a

procedure for the termination or deletion from the commercial register or a procedure for declaring bankruptcy is initiated.

(4) Unilaterally with a written notification from the ASSIGNOR or from the CONTRACTOR, providing an appropriate period for remedying the default, if the OPERATOR has not ensured the agreed conditions for storing the provided GOODS and they are at risk of damage.

Art. 49. (1). Termination of the contract does not release the parties from their obligations that arose before the date of termination.

(2). Upon termination of the contract in the cases of Art. 48, para. 2, para. 3 or para. 4, the non-defaulting party is also entitled to compensation from the defaulting party for the damages suffered as a result of the non-fulfilment of the contract.

Art. 50. (1). The ASSIGNOR is obliged to take all necessary actions in order to receive back the goods placed in the warehouse within 3 working days from the date of termination of the contract.

(2). In case of non-compliance with the deadline under para. 1, the ASSIGNOR owes the CONTRACTOR a storage fee in double amount up to 3 months after the date of termination of the contract and a storage fee in triple amount after the expiry of the additional three-month period. The rights under this point do not waive the CONTRACTOR's right to dispose of the GOODS in accordance with Art. 9 of the contract.

XII. PLEDGE AND LIEN

Art. 51. The CONTRACTOR has the right to pledge on the goods provided by the CONTRACTOR to secure all his claims in connection with this contract.

Art. 52. (1). To secure his claims, regardless of whether they are due, the CONTRACTOR has the unconditional and irrevocable right of lien on the goods and commodity documents - the subject of the claim, which right is exercised by the OPERATOR.

(2). No disposal transactions and legal actions carried out with the goods can be opposed to or impair the above-described lien.

Art. 53. (1). If any sums due to the CONTRACTOR are not paid within 10 days after the CONTRACTOR has notified the ASSIGNOR that he will exercise its right to dispose of its goods,

such goods may be sold at the CONTRACTOR's discretion. In the case of perishable goods, the deadline for the notification of disposition under para. (1) above is three days.

(2). In the cases described in para. (1) above, the CONTRACTOR is not responsible for the lower price realized in the sale of the goods, nor for other losses and damages of the ASSIGNOR/OWNER, nor for the claims of third parties who have a legal interest in the sold goods.

(3). The CONTRACTOR may satisfy its claims from the net proceeds from the sale, in which case the debtor is not relieved of responsibility for the remaining outstanding obligations to the CONTRACTOR. Amounts exceeding the CONTRACTOR's claims are transferred to the ASSIGNOR's bank account.

XIII. CONFIDENTIALITY

Art. 54. The ASSIGNOR, OPERATOR and CONTRACTOR shall maintain the confidentiality and shall not use or disclose without the written consent of the other party to any third party, firm, corporation, or other entity any confidential information that has been designated as confidential by the party providing the information or which by its very nature warrants treatment as confidential. The obligations of the parties in relation to confidential information shall not terminate upon termination of this Agreement. Any commercial, financial, technical and other information that is the property of the parties and that is provided in any form to a party to the contract in connection with, but not limited to, services, goods, technical equipment, work procedures and practices, specific know-how, etc. is considered confidential.

XIV. GENERAL PROVISIONS

Art. 55. The parties agree that they will resolve all disputes arising from the execution of this contract through understanding and mutual agreement. When reaching an agreement turns out to be impossible, the parties will refer the dispute for resolution to the competent Bulgarian court.

Art. 56. For all cases not settled in this contract, the current Bulgarian legislation is applied.

Art. 57. (1). The parties agree that the use of the email address for correspondence (email) of the parties specified in the Agreement constitutes an electronic signature within the meaning of the Law on Electronic Documents and Electronic Authentication Services (LEDEAS). The parties accept that the use of the electronic signature will have the effect of a handwritten signature by the person specified in the Agreement for correspondence on outgoing or attached electronic documents.

(2). The use of email identifies the person for correspondence as the author and holder of the electronic statement made by email, as well as the perpetrator of the actual actions (for example: data entries, application of electronic documents in various forms, photo and video materials, etc.) and creator of electronic documents.

(3). The ASSIGNOR declares that he authorizes the person for correspondence to receive and make statements on his behalf and at his expense, including by using the email address for correspondence.

(4). The parties agree to consider the electronic statements they send to each other as received at the time of their entry into the information system indicated by the addressee of the message, without the need for confirmation of receipt.

(5). If one of the Parties changes the email address specified in the Agreement without notifying the other party, all messages sent to the original email address will be considered received. Each party is obliged to indicate and maintain an up-to-date address for correspondence during the validity of this Agreement.

Art. 58. The invalidity of any of the clauses of the Agreement or a part of it does not lead to the invalidity of another clause, its remaining part or the Agreement as a whole.

Art. 59. All amendments and additions to this contract will be valid if made in writing and signed by both parties.

Art. 60. The information contained in this contract and its annexes, as well as all information related to the execution of the contract, are a company secret and the parties undertake not to distribute them.

This contract is made and signed in three identical copies, one for each party.

**On behalf and at the
expense of the
CONTRACTOR:**

/ /

**On behalf and at the
expense of the
ASSIGNOR:**

/ /

**On behalf and at the expense of the
OPERATOR:**

/ /

Annex No. 1 to the Fulfilment Contract

Operative procedure

I. Receiving, handing over and processing the goods in the warehouse.

1. Request for acceptance of goods.

The request shall contain the following information:

- article number
- description of the goods
- quantity, weight
- packaging of the goods
- total number of transport units (pallets)
- supplier of the goods (date/time of arrival, ± 30 min.), as well as registration plates of the vehicle

Deadline for sending the request - 1 business day before the actual acceptance of the goods in the warehouse. The request shall contain a time of arrival at the warehouse (± 30 minutes).

The request is sent to the **OPERATOR** by e-mail until 17:00 o'clock.

If the **OPERATOR** cannot accept for storage some of the ASSIGNOR's GOODS, the **OPERATOR** is obliged to inform him of this circumstance within 2 hours after submitting the relevant request, in order to avoid any losses or damages for the ASSIGNOR.

2. Receiving goods.

2.1. Receiving of goods is done with a receipt-handover report (RHR) with a unique number, prepared on the basis of the information received from the ASSIGNOR in the sent request and transport document (CMR).

2.2. After receiving the goods, the **OPERATOR** sends the ASSIGNOR a copy of RHR and the transport document (CMR) by e-mail within 4 hours after acceptance of the goods.

2.3. Procedure in the case of differences in acceptance of goods:

- In the event of differences from what was announced in the request and/or in the transport document, the OPERATOR shall immediately notify the ASSIGNOR. The goods are accepted by

allocating the excess items in a designated area until a representative of the ASSIGNOR arrives at the warehouse or until written instructions for further action are received.

- In the event of deficiencies from what was announced in the request and/or in the transport document, the OPERATOR immediately notifies the ASSIGNOR and suspends acceptance of the goods until a representative of the CONTRACTOR arrives at the warehouse. In case of instructions from the ASSIGNOR to accept the goods according to the actually established quantities, the missing items are described in the acceptance-handover report.
- If, upon acceptance, a product is found to be in bad commercial shape, with damaged packaging or other visible marks, it is allocated to a designated area in the warehouse, and its number and condition are noted in the acceptance-handover protocol. A note is entered in the handover protocol as well as in the transport document (CMR). Instructions from the ASSIGNOR for subsequent treatment of the goods are awaited.
- Upon ascertaining the above-mentioned differences, the OPERATOR sends to the ASSIGNOR the receipt-handover report with the entered remarks. If there is no response within 24 hours, the OPERATOR accepts the quantities, and the comments are considered accepted by the ASSIGNOR.
- The OPERATOR may directly refuse to accept the goods in the cases specified in the contract (for example, upon finding false declarations under Article 9, prohibited or dangerous goods, etc.).

2.4. Hidden damages and shortages

- In the commissioning process, if a number of cartons per pallet is found to be different from the one announced in the ASSIGNOR's request, the OPERATOR notifies the ASSIGNOR and receives written instructions for handling the difference. These differences are assumed to be hidden shortages/surpluses.
- In the commissioning process, if cartons with poor commercial appearance, damaged packaging or other visible marks are found, the OPERATOR shall immediately notify the ASSIGNOR and receive written instructions for handling the discrepancy. These differences are considered hidden damages.
- The ASSIGNOR will not hold the OPERATOR responsible for any hidden shortages/surpluses and damages.

3. Storage

- 3.1. The ASSIGNOR shall provide the OPERATOR with a list describing all items, containing:

- Article number
- Description of the goods
- Gross weight per unit (single piece)
- Gross weight of carton or other packaging
- Pieces in a box or other packaging
- Number of packages in a pallet

3.2. Deadline for sending the information - once. Additions to the list are accepted only with express written notification from the ASSIGNOR and at least 2 (two) working days before the acceptance of new items in the warehouse.

II. Removal from the warehouse

1. Request for withdrawal from the warehouse

1.1. To remove goods from the warehouse, the ASSIGNOR sends a request containing the following information:

- Article number
- Description of the goods
- Quantity of each article number
- Recipient of the goods - three names, address and telephone
- Weight of the goods
- Ramp loading time if the goods are to be handed over to carrier
- Additional services to courier services - for example, sms notification, declared value, cash on delivery, review and others

1.2. Deadline for sending and executing the request:

- For the delivery of the goods to the ASSIGNOR's representative, the time of sending the request is up to 14:00 o'clock, for each business day.

Request preparation time - 4 working hours.

- For transmission to the CONTRACTOR, the time of sending the requests is until 17:00 o'clock.

Exceptions to this rule are agreed between the parties for each individual request for additional cost.

1.3. Delivery and discharge of goods:

The goods are discharged by number of items, units, pallets. The OPERATOR issues a receipt-

handover report containing complete information about the delivered goods. In the event of detected damages or shortages to the goods, they should be noted in the delivery protocol. In the absence of a remark, it is considered that the goods were delivered in good condition and in accordance with what was specified in the request by the ASSIGNOR.

1.4. If the goods remain for more than 24 hours after they have been requested for exit they are returned to the warehouse. The preparation of both requests is paid, according to the tariff.

III. Handling of goods

1. To carry out manipulations of goods in the warehouse, the ASSIGNOR sends a request containing:

- Article number of the goods to be handled - providing a sample of the finished product
- Description of the manipulation
- Quantity of the commodity subject to manipulation
- The necessary auxiliary and additional materials, as well as the method of their delivery to the warehouse
- Article number of the manipulated product

2. Time of sending the request

- 24 hours before the expected time when the manipulation should be started and the date/time of readiness
- The OPERATOR confirms the execution of the manipulation in the requested terms, after receiving the necessary materials
- These working procedures are an integral part of the contract between the parties.

**On behalf and at the expense of
the CONTRACTOR:**

/ /

**On behalf and at the expense of
the ASSIGNOR:**

/ /

**On behalf and at the expense of the
OPERATOR:**

/ /

Annex No. 2 to the Fulfilment Contract

Warehouse operations ECONT - Price list

Operations	Price without VAT
Loading/unloading on pallet/entrance and exit	2,20 BGN/pcs.
Receipt of goods (counting, registration, sorting)	0,10 BGN/pcs. (up to 5 kg.) 0,20 BGN/pcs. for each subsequent kg.
“Servicing of type of article” Fee	Up to 15 pcs. free, over 15 – 0,40 BGN/pcs.
Preparation of an order with 1 item	0,80 BGN/pcs.
For each subsequent item	0,20 BGN/pcs.
For each subsequent kilogram	0,20 BGN/kg.
Processing of returned shipment	0,25 BGN/pcs.
Printing of accompanying documents	0,10 BGN/pcs.
Inventory (Revision)	1,80 BGN/location
Fee “Declared value”	0,24 % of the value of the goods
Foiling on a pallet	2,70 BGN/pcs.
Placing a label	0,08 BGN/pcs.
Storage (per day)	0,30 BGN/cubic m/day

Validity and general conditions:

*Prices do not include VAT and are valid for standard euro pallets (120/80/180-up to 800kg.)

* The current tariff conditions apply to goods without danger class and goods not requiring a special storage regime.

* Prices for a specific offer are prepared based on type of packaging, type of storage unit, number of packages per storage unit, turnover.

* The height of the pallet includes the height of the pallet as packaging.

* The weight of the pallet includes the weight of the pallet as packaging.

* Information about new items subject to acceptance in the warehouse - 24 hours before the goods are

received in the warehouse.

* Econt Express OOD is not responsible for all unusable pallets delivered to its warehouse.

* Econt Express Ltd. reserves the right to change the offered prices and tariffs in accordance with the inflation index announced by NSI for the previous year.

* In the absence of a "Declared value" from the client's side, Econt Express OOD's responsibility is 10 times the value of the warehouse operation.

**On behalf and at the
expense of the
CONTRACTOR:**

/ /

**On behalf and at the
expense of the
ASSIGNOR:**

/ /

**On behalf and at the expense of the
OPERATOR:**

/ /