

AGENCY CONTRACT ON EXCLUSIVE INTERNET TRADE

hereinafter jointly referred to as “the Parties”
and separately - “the Party” or as designated above.

The Parties, in accordance with expression of the mutual free will and legislation of Georgia, enter into this Contract as follows:

2. Subject matter of the Contract

City of Tbilisi	----- 2019
i. The Parties	
On the one part:	
Firm name:	AGROMINE JSC
Identification code:	ID: 405278131
Representative:	Director
Name, surname:	Oleksandr Savin
Hereinafter referred to as	the Commercial Agent
E-mail:	lawyer@biodeposit.ge
and on the other part:	
Name:	-----
Surname:	-----
Hereinafter referred to as	The Seller
E-mail:	-----
Mobile phone:	-----

2.1. By this Contract the Seller confers on the Commercial Agent the right of exclusive internet Commercial Agent (representative), for organization of sales of the Goods (“Olive tree” - hereinafter “the Goods”) owned by the Seller in the internet space by means of the web-page www.biodeposit.ge and the system of its special software platform;

2.2. For organization of sales in the internet space by means of the web-page www.biodeposit.ge and the system of its special software platform the Seller is obliged to pay the Commercial Agent the commission, in the order and amount established by this Contract;

2.3. During the effective period of this Contract the Seller is not entitled to implement sales of the Goods to any other third persons and/or with their help in internet space and/or by means of use of any other means, as well as independently, **without participation of the Commercial Agent, consent of the latter** or is obliged to notify the Commercial Agent at least 30 business days before implementation of the moment of sales of the Goods on his own.

3. Organization of sales

3.1. Under organization of sales the Parties imply admission and placement of the Goods owned by the Seller for sales on the special software program (hereinafter “Software program”) existing in the management of the Commercial Agent, in the regime of authorization, available for any interested person, including the Seller, in remote regime, in electronic form, by means of the web-page indicated in the clause 2.1 and 2.2;

3.2. Placement of the Goods for sale on “the software platform” and transactions associated with it will be implemented in accordance with the special rules and terms (hereinafter “Platform rules”), the Seller is fully familiarized with and states its consent on them, and the Commercial Agent unconditionally has right of their unilateral modification; in case the Agent unilaterally modifies the platform rules, the Seller acquires a right to unilaterally terminate this Contract, such right is valid for the period not more than 2 calendar days after such modification;

3.3. The Seller is obliged to satisfy requirements of the Commercial Agent on identification of the Goods, authenticity/validity of its indices and the issues related to it;

3.4. The Parties agree that sales of the Goods on the software platform, at the option of the Commercial Agent, will be implemented in the regime of consignment and/or concealed principal, during this in all cases, the Seller directly accounts for validity of the Goods, its legal and proprietary perfection, and in the regime of consignment - by means of regression;

3.5. The Parties agree that the registry of the Goods placed on the software platform, including and reflecting information as on transaction of the initial sales/exchange, also each following and accordingly on the owners of the Goods, will be considered as reliable evidence - document establishing right, including information on the Goods from the standpoint of establishment of legal regime and the owners. Such information becomes public only in case of placement of the Goods on the software platform for sales;

3.6. The Parties exclusively agree that the Seller will apply all existing resources for protection of interests and rights of all interested persons revealed by means of the software platform in connection with purchase of the Goods, including as primary purchasers, so each following;

3.7. The Parties agree that they will ensure transfer of the Goods to the owners purchasing these Goods, as well as availability of the purchased Goods, in accordance with “the platform rules”;

3.8. To hereinafter avoid all kinds of misunderstandings and ambiguity, organization of the sales on the software program implies and includes receipt of the price of the purchase and sale in favour of the Seller and on its name, making bargains of the purchase and sale in the name of the Seller and fulfilment of the actions in connection with its implementation, in accordance with the terms stipulated by the platform rules.

4. Exclusivity of sales and limitation of the bargaining

4.1. The Parties exclusively note that within the effective period of this Contract or up to the moment of sales by the Commercial Agent of all the Goods placed for sales owned by the Seller according to this Contract, the Commercial Agent has exclusive authorities to sell the Goods of the Seller that means that the Seller is prohibited to sell/alienate its own Goods to any third person without participation of the Seller and without its written consent; or the Seller is obliged to inform at least 30 business days earlier on the wish to sell its own Goods independently and refuse the Commercial Agent’s service;

4.2. The Parties agree that the Seller will immediately give to the Commercial Agent all the Goods the Commercial Agent will put up for sale by means of the software platform and which afterwards he wishes to sell/alienate;

4.3. The Parties agree that in case of sale/alienation of full assets, reorganization of the Seller and in any other such cases, in the issue whereof the assets and together with them the Goods can be transferred to any third person, including the founders of the Seller, will be ensured application of the terms of this Contract to the mentioned third persons.

5. Transfer/ acquisition of the property right

5.1. Transfer of the right of property to the Goods to the Buyer is implemented upon confirmation of the payment of the price by the latter;

5.2. The Parties exclusively agree that the risk of accidental destruction and damage of the Goods passes to the Buyer into the actual direct and/or indirect possession from the moment of transfer. Accordingly, in case of occurrence of such risk, impossibility to implement concerning

concrete asset is considered as insufficient implementation that gives rise to the second claim against the Seller.

6. Transfer of the Goods into the actual possession

6.1. Transfer of the Goods into the actual possession to the Buyer/Owner can be implemented in direct and/or indirect form;

6.2. Terms of transfer of the Goods into the actual possession to the Buyer/Owner in direct and/or indirect form are defined in accordance with the platform rules.

7. Seller's representations and warranties

7.1. The Seller represents and warrants, that

- (i) The Seller is actual owner of the Production, according to registration information
- (ii) The Production is not / will not be burdened with mortgage loan/pledge as well as tax pledge/mortgage loan; it is not / will not be subject to registered prohibition and third parties do not have any claims in connection with the Production;
- (iii) By the time of the conclusion of the Agreement, the Production is not subject matter of a dispute basing on those legal relations that arose before the conclusion of the Agreement;
- (v) Third parties are not entitled to have demands in connection with the Production; some kinds of registration proceedings are being conducted, connected with burdening of obligations or rights of the third
- (iv) The Production is not / will not be transferred for the usage and owning to the third parties, to the detriment of the interests of the sales agent and interested parties found by him;
- (vi) The Seller's ownership right to the Production is based on a valid agreement and that there no another owner;
- (vii) In Production there is no latent defect and / or such a defect that would not be declared by the Seller;
- (viii) The conclusion of this Agreement will not cause a violation of the obligations laid down by legislation and before the third parties;
- (ix) In legal and actual relation there are no / there will be no adverse circumstances that could completely and / or partially exclude the implementation of this agreement;
- (x) According to the company's rules, the data stated by the Seller on the quality of the Production will be / is correct and any kind of inaccuracy is excluded.

8. Quality of the Goods (proprietary perfection)

8.1. The Parties exclusively note that entering into and performance of this Contract the Commercial Agent relates to validity of the Seller's guarantees indicated in the clause 7.1 of this Contract, according to which concerning the Goods shall cumulatively exist all the above described terms represented by the Seller.

9. Settlement

9.1. Calculation of income gained by organization of the sales shall be made between the Parties in accordance with the calendar month for the sums fixed and gained during this period;

9.2. Amount of the commission of the Commercial Agent according to this Contract that might change and/or be re-established any time during the effective period of this Contract, is defined in accordance with the platform rules;

9.3. Income gained by the Seller by means of sale of the Goods according to this Contract the Commercial Agent will pay in accordance with the clause 9.1, is defined according to the platform rules;

9.4. Settlement will be made in the national currency.

10. Communication of the Parties

10.1. Communication between the Parties is conducted through the contact representatives and visiting specialists (if any) by means of a notification made in Georgian, English or Russian, sent (transferred) in oral, written and electronic form, if this Contract does not establish only one form for a concrete notification. In such latter case for sending of the communication notification is used only the form agreed by the Contract and directly established;

10.2. If not otherwise established by this article a notification is considered as came into effect and accordingly received after it is actually handed in to a Party-addressee and/or placed in the sphere/space of its management. Evidence of sending/receipt of the notification is placed on the Party sending it;

10.3. During the effective period of this Contract each Party is obliged to inform the other Party on modification of the contact details on which shall be immediately sent appropriate notification;

10.4. In case of violation of the obligation stipulated by the clause 10.3 of this article, notification sent to the old details is considered to be handed in that is followed by appropriate legal effects.

11. Responsibility

11.1. In case of non-fulfilment and improper fulfilment of the obligations assumed by this Contract, each Party, by its property, accounts before each other;

11.2. The Seller realized that representations and guarantees stated in the clause 7.1, as well as with effective period of this Contract and its continuity the Commercial Agent related expression of will in the form of entering into this Contract and that invalidity of any stated circumstance/term, omission, irregularity, inaccuracy and other kind of revelation/obstacle impeding registration/acquisition of right of property of the Buyer to the subject of the purchase and sale, also, in general, impedes performance of this Contract, gives rise to categorical right of the Commercial Agent to refuse this Contract without prior notification of the Seller and giving any additional period by him, in the issue whereof the Seller is obliged to immediately pay the Commercial Agent the fine in the amount of deficiently received commission of the Commercial Agent;

11.3. In case of approach of the circumstance stipulated by the clause 11.2 the Seller shall fully repay the Commercial Agent and the persons interested by him any expenses and any caused damage in full.

12. Transfer of claims and rights

12.1. The Parties exclusively agree that the Commercial Agent, without any additional consent of the Seller, is authorized to transfer to any third person its rights and obligations stipulated by this Contract;

12.2. In case of transfer of the rights and obligations to any third persons, the Commercial Agent is obliged to immediately inform this to the Seller by means of communication means stipulated by this Contract;

12.3. The Seller is not authorized to transfer rights and obligations stipulated by this Contract to any third person without written consent of the Commercial Agent.

13. Effective period of the Contract

13.1. This Contract comes into effect upon its acceptance by the user;

13.2. This Contract is effective within the period of fulfilment of (primary or second) obligations stipulated by the same Contract up to the moment of sale of all the Goods of the Seller put up for sale or not less than within the period of 50 years;

13.3. This Contract can be terminated earlier:

13.3.1. By refusal and/or termination in cases stipulated by this Contract (article 11.2);

13.3.2. By the Parties' agreement;

13.4. Earlier termination of this Contract does not revoke the obligations originated and unfulfilled before termination, fulfillment whereof legal regime of termination of the Contract does not exclude from the standpoint of contents;

13.5. In case of the earlier termination of this Contract on any ground and on the Seller's initiative and/or its fault, if mentioned is not conditioned by gross fault of the Commercial Agent, the Seller will be inflicted payment to the Commercial Agent of the sanction stipulated by the clause 11.2 of this Contract;

13.6. In case of unilateral termination of the Contract not less than before 30 (thirty) business days, sanctions and payment of the fine are not inflicted to the Seller.

14. Applicable law

14.1. Concerning this Contract the Parties apply principles of Unistream and material legislation of Georgia.

15. Order of examination of disputes

15.1. The Parties agree that disputes originated ensuing from this Contract will be examined and settled at Tbilisi civil court.

16. Expenses for execution of the bargain

16.1. The Parties agree that expenses of making, registration of this Contract are assumed by the Commercial Agent.

17. Final provisions

17.1. Invalidity/recognition of any provision of this Contract as ineffective does not cause invalidity/recognition of any other provisions of this Contract as ineffective and its entire invalidity, if despite invalid provision it is possible to achieve the agreed subject;

17.2. The Parties guarantee that entering into this Contract does not contradict the applicable law, its principal principles and bargain made with the third persons, that there is no ostensibility and/or concealment of any other bargain and that do not exist any actual or legal obstacles that might impede and/or make performance of this Contract impossible;

17.3. The Parties exclusively note that this Contract is entered into by free expression of the Parties' will and without any illegal influence upon them, without promising any different results on the part of any Party and coincidence of will;

17.4. Platform rules are constituent and integral part of this Contract.