

Supply Agreement

Date: 23.09.2025

MERCHANDISE INTERNATIONAL TRADING L.L.C., a legal entity organized and existing under the laws of United Arab Emirates, under registration number 1951416, registered office at: Office 1008-084, Concord Tower, Media City, PoBox-871, Al Safouh Second, Dubai, UAE, (the "**Supplier**"), on the one part, and

BONFINE LIMITED, a legal entity organized and existing under the laws of registration number 17311563 registered office Unit 708 9 Wing Hong St Cheung Sha Wan, Kowloon, Hong Kong (the "**Buyer**"), on the other part,

hereinafter jointly referred to as the "**Parties**", have entered into this supply agreement (the "**Agreement**") whereby they agree as follows:

1. Subject Matter of the Agreement

The Supplier shall sell, and the Buyer shall accept and pay for i) fashion apparel, shoes, bags, accessories and ii) and other Products (the "**Products**") in conformity with the quantity, assortment, prices and under trademarks and other designations intended for the Products' individualization set forth in invoices being integral parts of the Agreement. Invoices shall be preliminary confirmed with the Buyer to avoid inconsistencies with customs requirements. The Supplier shall send a draft of the invoice for the Buyer's approval prior to the shipment. For avoidance of any doubt, the Supplier shall not issue the invoice before receipt of the Buyer's approval of its draft.

2. Applicable Pricelist and Payment Terms

2.1. Prices of the Products shall be specified in invoices subject to applicable discounts (if any), the amount of which will be fixed in invoices as well. Prices for the Products are set in Euro, USD or any other currency or form of payment (including cryptocurrency) agreed upon by the Parties in each invoice. The prices of the Products include the cost of the Products' transportation to the place of delivery to the Buyer specified in section 3.1 hereof.

2.2. The Supplier shall issue an invoice to the Buyer. The Supplier will issue an invoice specifying the shipment quantity, total price and any other industry specific requirements for the Products which the Buyer shall settle.

2.3. The Supplier undertakes to transfer the Products to the Buyer along with a package of shipping documents including, inter alia, invoice and packing list. The invoices shall contain information on all the discounts applicable to the prices of the Products.

2.4. The Buyer's obligation to pay for the Products shall be deemed fulfilled from the date of writing off funds from the correspondent account of the Buyer's bank or crypto wallet. In case of delay in payments the Supplier shall be entitled to claim the penalties prescribed by the applicable law subject to 15 (fifteen) days' cure period after relevant notification received from the Supplier.

2.5. Any bank charges and fees imposed by the bank of the Supplier shall be paid by the Supplier, while the charges and fees imposed by the bank of the Buyer shall be paid by the Buyer. The fees of correspondent banks (if any) shall be paid at the expense of the Buyer.

2.6. In case of non-performance or improper performance by the Supplier of the obligations stipulated hereunder, the Supplier shall compensate the Buyer for direct and consequential damages suffered by the Buyer as a result of such non-performance or improper performance.

3. Terms of Delivery

3.1. The Products shall be made available Ex Works (EXW) Vilnius, Lithuania (Incoterms® 2020) including, at any warehouse or the premises of any designees or co-assignees. The Products may be made available in one or more consignments, and quantities, assortment and pricing shall be as set out in the relevant invoice(s). Risk of loss or damage transfers to the Buyer when the Products are placed at the Buyer's disposal at the EXW Place. The Supplier shall have no right to demand payment of any penalties, fines or other payments for cancellation of the order and/or part of the order in case of failure to comply with the delivery terms.

3.2. The Supplier shall make the Products available at the EXW Place within thirty (30) days after receipt of advance payment, which period may be reasonably extended by up to an additional sixty (60) days upon written notice to the Buyer in the event of supply constraints, regulatory or logistics contingencies, or other circumstances beyond the Supplier's reasonable control. The Parties may agree a specific collection date within that window; failing which, the Buyer shall collect promptly upon receipt of the Supplier's notice of availability

3.3. The title to the supplied Products shall pass from the Supplier to the Buyer at the moment of signing of the transport document by a carrier of the Buyer. Copy of transport document shall be provided to the Supplier on its demand.

3.4. The Buyer shall:

a) not sell, export or re-export, directly or indirectly to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of sanctioned goods of Council Regulation (EU) No 833/2014.

b) not sell, export or re-export, directly or indirectly to the Republic of Belarus or for use in the Republic of Belarus any goods supplied under or in connection with this Agreement that fall under the scope of sanctioned goods of Council Regulation (EU) No 2024/1865.

c) undertake its best efforts to ensure that the purpose of paragraphs (a) and (b) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

d) set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraphs (a) and (b).

e) shall immediately inform the Supplier about any problems in applying paragraphs (a), (b), (c) or (d), including any relevant activities by third parties that could frustrate the purpose of paragraphs (a) and (b). The Buyer shall make available to the Supplier information concerning compliance with the obligations under paragraphs (a), (b), (c) and (d) within two weeks of the simple request for such information.

3.5. Any violation of Clause 3.4 shall constitute a material breach of an essential element of this Agreement, and the Supplier shall be entitled to seek appropriate remedies, including, but not limited to:

(i) immediate termination of this Agreement without any compensation to the Buyer, and

(ii) a penalty of 10% of total value of this Agreement of price of goods exported, whichever is higher.

4. Packaging, Marking and Product Compliance Confirmation

4.1. The packaging shall ensure a complete safety of the Products and protect them against damage of any kind during their carriage by any means of transport of any kind. The marking shall contain information on the Products, safety measures during shipment and the consignor data.

4.2. The Supplier shall at its own cost and using its own resources:

i) ensure compliance of the Products with the requirements of local legislation of a final destination country of the Products applicable to Products to be imported into the territory of the final destination country of the Products, including but not limited to packaging, labelling and marking requirements as well as, depending on the type of the supplied Products, provide the Buyer with a certificate of state registration, certificates of conformity and (or) declarations of conformity on compliance of the Products with the requirements of local legislation and legislation of the final destination country of the Products;

ii) ensure compliance of the Products actually supplied in relevant shipment to the samples, drawings, descriptions, quantity, quality and other characteristics of Products as identified in commercial invoice accompanying the relevant shipment of the Products.

4.3. The Parties acknowledge and confirm that the compliance requirements specified in sections 4.1. and 4.2 i) and ii) herein above represent a material and essential undertaking of the Supplier. The Supplier, operating in full autonomy and at its own total risk, assumes all civil, criminal, and administrative liabilities resulting from Agreement performance. The Supplier shall indemnify, defend, release and hold the Buyer, its directors, officers, agents and employees, successors and assigns, whether acting in the course of their employment or otherwise, harmless from and against all liabilities, actions, claims, suits, damages, judgments, demands, losses, fines, penalties, costs and expenses, including without limitation claims for export duties, taxes, personal injury or property or environmental damage, claims or damages payable to customers of Buyer (collectively, "**Claims**"), arising out of or in any way connected with the failure of the Supplier its agents, employees, or subcontractors to ensure compliance of the Products in accordance with the terms contained herein. Without prejudice to the rights and remedies granted to the Buyer herein or under any applicable law, the Buyer in addition to settlement of Claims as per above is entitled to claim from the Supplier a penalty in the amount of 50 (fifty) euro per each noncompliant item. The Supplier shall effect payment of penalties within 30 (thirty) calendar days as of receipt of relevant invoice from the Buyer.

4.4. The Supplier shall follow the Shipment Instructions circulated by the Buyer.

5. Quality of the Products and Warranty

5.1. The Supplier shall at its own cost and using its own resources warrant that:

i) the Products are free of any claims of any nature, including without limitation title claims, and that Products are transferred to the Buyer without any lien and/or encumbrances; no restrictions of the Buyer's rights in relation to the Products shall be applicable;

ii) the quality of the Products is merchantable, i.e. meets the standards of the manufacturer's country and country of importation currently in force;

iii) the Products are free from all defects in design, workmanship and material and fit for the particular purpose for which they are intended;

5.2. The Buyer shall examine and verify the quantity and quality of the delivered Products within 45 (forty-five) calendar days from the date of the receipt of the shipment as specified in section 3.2 hereinabove. In the event of latent defects not capable of being discovered by the Buyer upon examination or which are not visible or cannot be

reasonably inspected, the Buyer shall inform the Supplier without delay at latest within 10 (ten) calendar days after such defects have been discovered by the Buyer.

5.3. In case the Buyer detects defected Products or Products being otherwise not in conformity with the warranties set forth in this article 5, the Supplier shall provide the Buyer with a discount which shall be granted by the Supplier in the form of credit note for the landed cost (original purchase price increased by the cost of delivery, insurance and customs clearance, and any other additional cost and/or expense related to the Products) of such defected Products within 30 (thirty) calendar days upon receipt of the Buyer's claim and will be taken into account by the Buyer against payment of following invoices. Upon the Supplier's discretion defected Products may be either destroyed by the Buyer (and prove of such destruction is to be provided to the Supplier) or such Products may be collected by the Supplier from the location indicated by the Buyer at the Supplier's sole expense. Any repaired or replaced Products, or part thereof, shall carry warranties on the same terms as set forth above.

5.4. The Supplier shall guarantee the absence of any violations of intellectual property rights (including rights to trademarks) in the supplied Products. The Supplier shall solely bear the responsibility and compensate the Buyer in full for all and any damages incurred by the Buyer in the result of any suits/demands/claims of any third parties in connection with violation of the intellectual property rights (including trademarks) (the "**Intellectual Property Claims**"). The Buyer undertakes to inform the Supplier immediately if third parties present the Buyer with the Intellectual Property Claims. The Supplier, to the extent permitted by applicable law, shall individually solve all the Intellectual Property Claims and pay all and any amounts of compensation, fines and other payments (the "**Compensation**") connected with the Intellectual Property Claims of the third parties and governmental bodies occurred due to the Supplier's violation of its guarantees hereunder. If the Buyer has paid out Compensation to third parties and the state authorities, the Supplier undertakes to indemnify losses suffered by the Buyer.

6. Confidentiality

6.1. The Parties agree that the terms and conditions of the Agreement, any materials, information, and data concerning the Agreement are confidential and may not be transferred to third parties without the prior written consent of the other Party to the Agreement, except in cases when such transfer is necessary in order to fulfill the rights and obligations of the respective Party hereunder, including, without limitation, obtaining official permits, consents, and licenses, payment of taxes, duties, and fees, and also in other cases as contemplated by applicable law.

6.2. The obligations to maintain confidentiality of the information specified in section 6.1 hereof shall be effective within the validity period of the Agreement and 3 (three) years after its end.

7. Force Majeure

7.1. If it proves impossible for any Party to implement in full or in part its obligations under this Agreement due to such events as fire, natural disasters, war, military operations of any kind, blockade, import or export ban, epidemic, pandemic or any other unforeseeable event beyond the Parties' control, the fulfillment of the obligations shall be postponed for a period commensurate with the duration of the event.

7.2. If any of the above events lasts more than 3 (three) months, each Party shall have the right to refuse to implement its obligations under this Agreement. In this case, neither Party shall have the right to receive compensation for possible damages from the other Party.

7.3. The Party unable to fulfill its obligations under this Agreement shall give immediate notice to the other Party about the beginning and end of the events preventing it from fulfilling the obligations.

7.4. Certificates issued by competent authorities in the Supplier's or the Buyer's country shall serve as sufficient evidence of the above events and their duration.

7.5. The Parties hereby agree, that in case, where an essential change of circumstances or consequences of such change of circumstances during the term of this Agreement would make the performance or continued performance by one of the Parties of the earlier agreed and confirmed order of the Products excessively onerous or leading to results fundamentally different from the ones expected at the time of negotiating the order of the Products, the Parties shall be bound, within a reasonable time of the invocation of this clause and in good faith, to negotiate alternative terms for the specific order not being held liable for nonperformance due to such excessively onerous circumstances. Whether such negotiation would not come to a satisfactory result, each Party shall have the right to cancel the confirmed order in question without claiming any damages or expenses sustained with regard to particular cancellation of Products. The Supplier shall return to the Buyer all the payments effected by the Buyer as payment of such cancelled order within 30 (thirty) days from receipt of relevant request from the Buyer.

8. Duration of the Agreement

8.1. This Agreement is valid for 1 (one) year from the date of its signing by both Parties.

8.2. Unless either Party gives a written notice of termination to the other Party 6 (six) months prior to the first or to the next expiry term, the Agreement shall be automatically renewed for another 1 (one) year periods. Such extension may take place an unlimited number of times.

9. Dispute Resolution and Applicable Law

9.1. The Parties shall first seek to resolve any dispute, controversy, or claim arising out of or in connection with this Agreement through good-faith negotiation.

9.2. If the Parties fail to reach an amicable settlement within a reasonable period, any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, or termination, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force at the time of submission of the Notice of Arbitration.

The seat of arbitration shall be Hong Kong, the language of arbitration shall be English, and the number of arbitrators shall be one, unless otherwise agreed by the Parties in writing.

10. Other Conditions

10.1. Neither Party shall have the right to assign its rights and obligations under this Agreement to third parties without the other Party's written consent.

10.2. All amendments and/or modifications to this Agreement shall be made in writing and signed by the Parties' authorised representatives. Should it be necessary for operational, accountancy, logistics purposes, the Parties agree to sign within shortest terms possible any such additional agreement.

10.3. All costs in connection with the performance of this Agreement, not specifically set forth herein, shall be paid by the Supplier if they are incurred in the country of the Supplier and by the Buyer if the costs are incurred in the country of the Buyer.

10.4. The present Agreement along with any appendices and additional agreements hereto shall prevail over any other general conditions of sale or terms of supply used by the Supplier. For the sake of clarity, the Supplier expressly acknowledges that any and all terms and conditions used by the Supplier which differ from or are in contradiction to the present Agreement shall not be applicable to the relationships between the Parties. Furthermore, the Supplier and the Buyer expressly agree that the present Agreement has been extensively negotiated article by article between the Parties, by an intense email exchange between legal departments of the Parties.

10.5. The Agreement is made in two hard copies, one for each Party. The Parties exchange scanned copies of the Agreement signed by the Parties per email and acknowledge full legal force and effect of such scanned copies until exchange of the signed hard copies.

11. Bank Details of the Supplier

The Supplier shall provide the Buyer with bank details for payment for the Products on official company letterhead.

Signature of the Parties

The Supplier
MERCHANDISE INTERNATIONAL TRADING L.L.C.



Mohamed Ali Ahmad Nasser, Legal representative

The Buyer
BONFINE LIMITED
For and on behalf of
BONFINE LIMITED
邦豐有限公司

Ms Maggie Liu, Legal representative

Authorized Signature(s)