

Grain Warehousing AGREEMENT

As amended on 29 October 2025
Varvarivka Village

Limited Liability Company **GRAIN TECH AGRO**, hereinafter referred to as the **Grain Warehouse**, duly represented by Sokolov Oleksandr Serhiiovych, acting on the basis of the Articles of Association, on the one hand, and

duly represented by _____, acting on the basis of _____, hereinafter referred to as the **Depositor**, on the other hand, jointly referred to as the Parties, now, therefore, have entered into this Agreement as follows:

1. Subject of the Agreement

- 1.1. Pursuant to and as specified in this Agreement, the Depositor shall transfer, and the Grain Warehouse shall accept, for consideration, fungible storage of seeds of grain, leguminous and oilseed crops (hereinafter referred to as the Grain) owned by the Depositor, and shall, if necessary, bring the Grain into compliance with DSTU quality standards by means of cleaning and drying. The Grain Warehouse shall ensure quantitative and qualitative storage of the Grain and shall release it to the Depositor. Acceptance of the Grain shall be carried out within the effective restrictive conditions specified in the Appendices to this Agreement.
- 1.2. In performing this Agreement, the Parties shall be guided by the Instruction On Accounting and Documentation of Operations with Grain and Products of Its Processing at the Elevator of GTA, LLC (hereinafter referred to as the Instruction No. 7), approved by the Order No. 7 of GTA, LLC dated 1 July 2019.
By signing this Agreement, the Depositor confirms that it has read and accepted the Instruction No. 7 and agrees to its application to the legal relations arising between the Parties under this Agreement.
- 1.3. Upon acceptance of the Grain, the Parties shall be guided by the applicable DSTU, regulatory documents and Instructions approved by the Order No. 1/2 of GTA, LLC dated 10 January 2022, namely:
Instruction No. 1 – Grain. Method for determination of husk content.
Instruction No. 2 – Grain and products of its processing. Method for determination of protein.
Instruction No. 3 – Grain. Method for determination of ash content.
Instruction No. 4 – Grain. Method for determination of typical composition.
Instruction No. 5 – Grain. Method for determination of odour and colour.
Instruction No. 6 – Grain. Method for determination of vitreousness.
Instruction No. 7 – Grain. Method for determination of smut fungus spores content.
Instruction No. 8 – Grain. Method for determination of quantity and quality of gluten in wheat.
Instruction No. 9 – Grain. Method for determination of infestation and damage by pests.
- 1.4. The type, quantity and quality of the Grain accepted for storage shall be specified in the Appendices to this Agreement.

2. Quality Requirements for Grain, Procedure for Its Acceptance and Storage

- 2.1. The Grain Warehouse shall accept from the Depositor grain of its actual quality, but not exceeding the restrictive conditions specified in this Agreement, shall ensure quantitative and qualitative storage of the grain and shall release it to the Depositor. The Grain Warehouse may, at its discretion and subject to its technological capabilities, accept grain that does not meet the restrictive conditions. If regulated harmful organisms are detected during acceptance of the grain, the Grain Warehouse shall have the right, at its sole discretion, either to refuse acceptance of such grain or, subject to technical and technological feasibility, to carry out additional remedial measures (cleaning, fumigation, etc.) at the Depositor's expense. Grain delivered to the Grain Warehouse with contamination and/or moisture levels exceeding the basic standards established by this Agreement shall be subject to drying and/or cleaning and/or other

processing to bring it into compliance with the basic standards specified herein, at the Depositor's expense.

Upon the Depositor's written request, the basic standards (as set out in this Agreement) may be replaced with standards applicable to short-term storage.

- 2.2. The quality of the grain shall comply with the state standards of Ukraine and shall be evidenced by a grain analysis records prepared by the Grain Warehouse upon acceptance of the grain for storage.
- 2.3. The grain shall be accepted:
 - by quantity – according to the accountable weight, but not exceeding the physical weight determined by weighing on the Grain Warehouse's scales. In the event of discrepancies exceeding 0.1% between the weight stated by the Depositor in the accompanying shipping documents and the weight determined by the Grain Warehouse, the Grain Warehouse shall notify the Depositor thereof. Upon receipt of such notice, the Depositor shall make a decision on unloading the goods with acceptance by the Grain Warehouse in accordance with the readings of its scales and shall provide the Grain Warehouse with the original of the relevant decision. Until such decision is received from the Depositor, the Grain Warehouse shall have the right to refuse acceptance of the grain for storage. All losses of the Depositor, vehicle demurrage costs and any other costs related to non-unloading of the goods shall be borne exclusively by the Depositor, notwithstanding confirmation of receipt of the notification from the Grain Warehouse as provided herein;
 - by quality – based on the analysis performed by the production and technological laboratory of the Grain Warehouse. The quality indicators determined by the Grain Warehouse's laboratory shall be final and not subject to appeal.
- 2.4. The Grain Warehouse shall have the right to commingle the Depositor's grain with grain of the same class and homogeneous quality.
- 2.5. The moisture content of grain during storage for up to one year shall not exceed: for wheat, rye, oats, barley – 14.0%; maize – 14.5%; sunflower – 8.0%; soybeans – 13.0%; rapeseed – 8.0%; buckwheat – 14.0%; sorghum – 14.0%; peas – 14.0%; triticale – 14.0%.

All grain delivered to the Grain Warehouse for storage with moisture levels exceeding for wheat, rye, oats and barley – 14.2%; for maize – 14.5%; for rapeseed – 8.1%; for sunflower – 8.1%; and with foreign matter content exceeding for wheat, rye, oats, barley and rapeseed – 2%; for sunflower – 3%, shall be subject to mandatory drying and processing, which shall be carried out by the Grain Warehouse without additional approval of the Depositor and at the Depositor's expense.

Maize delivered for storage to the Grain Warehouse with foreign matter content exceeding 2% and/or with ambrosia content exceeding 10 units per 1 kg shall be subject to mandatory processing, which shall be carried out by the Grain Warehouse without additional approval of the Depositor and at the Depositor's expense.
- 2.6. Calculation of the natural loss rate of grain, products of its processing and oilseed crops during storage at the Grain Warehouse shall be performed in accordance with the Order of the Ministry of Agrarian Policy and Food of Ukraine *On Approval of Natural Loss Rates of Grain, Products of Its Processing, Grass Seeds, Artificially Dried Grass Fodder and Oilseed Crops during Storage at Enterprises* No. 316 dated 12 June 2019.
- 2.7. Where the storage period exceeds one month or pests are detected in the grain, the Grain Warehouse shall, without approval of the Depositor and at the Depositor's expense, carry out a set of measures aimed at ensuring preservation of the grain (processing by additional cleaning, active ventilation, etc.), which may result in improvement of quality indicators and the occurrence of grain losses, to which the Depositor agrees by signing this Agreement.
- 2.8. The Grain Warehouse shall issue warehouse documents for the grain to the Depositor no later than the next business day following acceptance of the grain for storage. The Grain Warehouse shall issue one of the warehouse documents (warehouse receipt, warehouse certificate, double warehouse certificate, etc.).
- 2.9. The Grain Warehouse shall accept grain exclusively on the date and in the quantity agreed with the Grain Warehouse seven (7) days prior to the date of delivery of the grain and shall not be liable for any losses of the Depositor arising from failure to comply with this clause.

3. Procedure for Return (Release) of Grain

- 3.1. No later than ten (10) days prior to the planned date of receipt of the Grain, the Depositor shall agree with the Grain Warehouse the quantity of Grain to be dispatched, as well as the period and method of its removal. The Grain shall be dispatched on business days. In exceptional cases, subject to the consent of the Grain Warehouse, the Grain may be dispatched on public holidays, non-working days and weekends on the terms and in the manner provided for by a supplementary agreement (Appendices) to this Agreement.
- 3.2. The Grain shall be dispatched by the Grain Warehouse in batches on the basis of an original written application submitted by the Depositor, indicating the type of Grain, its quantity, the type of transport and the dispatch date.
- 3.3. An order for dispatch of the Grain shall be prepared by the Grain Warehouse upon receipt of the original application prepared by the Depositor in accordance with Clauses 3.1 and 3.2 of this Agreement, as well as the original warehouse document for the Grain. The Depositor's authorised representative receiving the Grain shall provide the original of the relevant written power of attorney and present an identity document (passport).
- 3.4. Re-registration (transfer) of ownership title to the Grain to a new owner shall be carried out by the Grain Warehouse on the basis of the original written application of the Depositor, which shall specify the details of the grain warehousing agreement and the details of the warehouse document for the Grain, the name and EDRPOU code of the new owner, as well as the quantity and type of Grain to be re-registered.
- 3.5. Re-registration of ownership title to the Grain shall be carried out by the Grain Warehouse in the presence of authorised representatives of the Depositor and the new owner, who shall provide originals of the relevant written powers of attorney and present identity documents (passports).
- 3.6. A warehouse document for the Grain shall be issued by the Grain Warehouse to the new owner only after the Grain Warehouse has received from the Depositor its copy of the warehouse document for the Grain and after execution of a grain storage agreement with the new owner, with simultaneous signing of a tripartite acceptance and transfer certificate.
- 3.7. If the Depositor transfers ownership title to the products to third parties by transfer of a simple/dual warehouse certificate or by endorsement on such documents, such transfer shall be effected by the Depositor subject to the following conditions: the relevant actions shall be performed exclusively in the presence of the Grain Warehouse that issued the warehouse document, and full settlement for the services shall be completed.

In the event of breach of the conditions set out in this clause, the Grain Warehouse shall have the right to refuse release of the products accepted for storage, notwithstanding any demand by the new owner. Any losses incurred as a result of such circumstances shall be borne by the Depositor.
- 3.8. Dispatch or re-registration of the Grain shall be carried out only after the Depositor has paid in full the cost of all services rendered, as well as any penalties for late payment for the Grain Warehouse's services, and has provided the Grain Warehouse with the Settlement Certificate signed by the Depositor as referred to in Clause 5.1.11 below. The Parties have agreed that until the Depositor fulfils the above obligations, the Grain Warehouse shall have the right to retain the Grain, which shall not be deemed a breach of this Agreement. In such case, the Depositor shall bear all vehicle demurrage costs at its own expense (or shall reimburse such costs to the Grain Warehouse) and shall pay the Grain Warehouse for the services provided under this Agreement for the actual period of storage of the Grain.

4. Right to Dispose of the Grain

- 4.1. The Grain Warehouse shall have no right to dispose of the Grain (or any part thereof) belonging to the Depositor.

5. Rights and Obligations of the Parties

- 5.1 The Grain Warehouse shall be obliged to:
 - 5.1.1. Accept from the Depositor grain of its actual quality, but not exceeding the restrictive conditions, ensure its proper storage in full and release it to the Depositor. The Grain Warehouse shall accept grain based on the accountable weight, but not exceeding the physical weight, and shall determine

its quality.

- 5.1.2. Inform the Depositor of the conditions of storage of the grain.
- 5.1.3. Provide additional services upon receipt of a written order from the Depositor for such services, except for services rendered by the Grain Warehouse to prevent spoilage and loss of grain quality, which do not require separate approval.
- 5.1.4. As grain batches are delivered by the Depositor, ensure their timely acceptance in accordance with the technical and technological capabilities of the Grain Warehouse, taking into account the existing workload and in accordance with the terms of this Agreement.
- 5.1.5. Issue warehouse documents for the grain (warehouse receipt, warehouse certificate, double warehouse certificate) for each batch of grain belonging to different commodity classes no later than the next business day following acceptance for storage.

Where a simple or dual warehouse certificate is issued, the Grain Warehouse shall insure the grain against risks of accidental loss, destruction, shortage, damage and loss at the Depositor's expense with an insurance company agreed with the Depositor. Insurance shall be effected by the Grain Warehouse after prior payment by the Depositor of the insurance premium.
- 5.1.6. Store the grain for the period specified in this Agreement and keep records of the grain in accordance with the procedure established by the applicable laws of Ukraine.
- 5.1.7. Take all measures provided for by the Law of Ukraine *On Grain and the Grain Market in Ukraine* No. 187/98-BP dated 4 July 2002, other regulatory legal acts and this Agreement, to ensure preservation of the grain transferred for storage.
- 5.1.8. Return the grain upon the first demand of the Depositor, where the storage period stipulated by this Agreement has not expired, in accordance with the terms hereof.
- 5.1.9. Ensure confidentiality of information on the availability and movement of grain at the warehouse, except in cases provided for by the applicable laws of Ukraine.
- 5.1.10. Release the grain to the holder of the warehouse document for the grain in exchange for the warehouse documents issued for such grain.
- 5.1.11. After full release (re-registration) of the grain, to provide the Depositor with a Settlement Certificate signed by the Grain Warehouse, reflecting the reduction in weight due to changes in quality and natural loss during storage and dispatch, as well as the quantity and quality of the grain subject to release, in the prescribed form.
- 5.1.12. Sell the grain in the manner prescribed by law upon a written request of the holder of the pledge certificate, where the credit repayment period specified therein has expired.
- 5.1.13. In the event damage to the grain is detected, notify the Depositor within one (1) day.
- 5.1.14. Provide the Depositor with access to the grain for inspection during the storage period.
- 5.1.15. Feed waste (Category 1 and 2 waste) generated in the process of grain processing shall be returned to the Depositor. Non-feed waste (Category 3 waste) shall be stored, sold or disposed of by the Grain Warehouse in accordance with the Law of Ukraine *On Waste*, the Instruction on Accounting and Documentation of Operations with Grain and Products of Its Processing at the Elevator of GTA, LLC approved by the Order No. 7 of GTA, LLC dated 1 July 2019, and other regulatory legal acts governing waste management.
- 5.1.16. Feed waste (Category 1 and 2 waste) shall be claimed by the Depositor from the Grain Warehouse prior to expiry of the grain storage period (Clause 7.1 of this Agreement). The Parties have agreed that if the Depositor fails to claim feed waste from the Grain Warehouse after expiry of the grain storage period, this shall constitute a full and unconditional waiver by the Depositor of its ownership rights to such waste (Article 347(1) of the Civil Code of Ukraine). In such case, the Grain Warehouse shall acquire ownership rights to the feed waste in accordance with Article 336 of the Civil Code of Ukraine.
- 5.1.17. Release/re-register the Depositor's products in physical weight, subject to actual quality indicators for moisture and foreign matter at the time of release, in accordance with the Settlement Certificate referred to in Clause 5.1.11 above.

The quantity of products returned from storage shall correspond to the quantity accepted for storage,

less deductions for foreign matter, weight reduction due to drying, taking into account mechanical loss norms and natural loss, which shall not exceed 1% of the accountable indicators specified in the warehouse documents.

Where, under the terms of this Agreement, the quality of the grain to be released must exceed the Grain Warehouse's basic indicators, the Depositor shall accept, without additional approval, write-offs of losses due to moisture, foreign matter and natural loss exceeding 1%.

- 5.1.18. Notify the Depositor in writing of preventive and/or repair works of process equipment at least seven (7) calendar days prior to the planned date of such works. During the period of such works (but not exceeding ten (10) consecutive business days), dispatch of grain by the Grain Warehouse to the Depositor shall not be carried out.
- 5.2. The Grain Warehouse shall be entitled to:
 - 5.2.1. Change the cost of the services rendered in the cases specified in Clause 5.3.8 of this Agreement.
 - 5.2.2. Require the Depositor to remove the Grain upon expiry of the storage period.
- 5.3. The Depositor shall be obliged to:
 - 5.3.1. Ensure delivery of the Grain at its own expense, unless a different delivery procedure is agreed by the Parties.
 - 5.3.2. Make timely payments for the services rendered by the Grain Warehouse and reimburse the expenses incurred in accordance with the tariffs specified in the Appendices to this Agreement.
 - 5.3.3. Acknowledge reductions in the weight of the Grain caused by improvement of its quality, as well as natural loss of the Grain, determined in accordance with the applicable regulatory legal acts, but not exceeding 1% of the accountable indicators specified in the warehouse documents, unless otherwise expressly provided for by this Agreement.
 - 5.3.4. Pay storage fees for the entire actual period of storage of the Grain if, after expiry of the storage period, the Grain has not been removed by the Depositor in accordance with the conditions set out in Clause 6.3 of this Agreement.
 - 5.3.5. Agree the date of claim (collection), the quantity of the Grain and the method of transportation no less than seven (7) days prior to the collection date.
 - 5.3.6. Timely provide vehicles for collection of the Grain.
 - 5.3.7. When submitting an application (letter) for full collection of the Grain, complete the necessary approval of the Settlement Certificate reflecting reductions in weight due to changes in quality and natural loss during storage.
 - 5.3.8. Accept subsequent changes to the contractual tariffs for the Grain Warehouse's services in the event of changes in prices for energy, material and other resources, increases in the minimum wage, etc. In such case, the Grain Warehouse shall notify the Depositor of the changes no later than seven (7) days prior to the increase in the cost of services and shall provide a substantiated justification for such changes.
 - 5.3.9. In the event of the Depositor's disagreement with an increase in the cost of services, the Depositor shall notify the Grain Warehouse thereof in writing within seven (7) days from the date of receipt of the notice of the change in service costs and shall remove the products from the Grain Warehouse within seven (7) days from the date the Depositor notifies the Grain Warehouse of such disagreement.

If the Grain Warehouse does not receive a written notice of disagreement from the Depositor and/or the products are not removed from the Grain Warehouse within the above period, the new cost of services shall be deemed agreed by the Parties to this Agreement, and the Depositor shall be obliged to pay the Grain Warehouse's services at the new rates.
 - 5.3.10. Immediately notify the Grain Warehouse of any loss (damage) of a warehouse document and immediately apply to the law enforcement authorities with a relevant statement, providing the Grain Warehouse with a copy of such statement bearing the stamp and registration number of the relevant law enforcement authority, if the warehouse document left the Depositor's possession as a result of theft or other unlawful act.
 - 5.3.11. Return to the Grain Warehouse, within five (5) business days after receipt, the signed second copy of the certificate of completion of works and the signed second copy of the Settlement Certificate (Clause 5.1.11 of this Agreement). If, within five (5) business days after receipt, the Depositor fails to provide the Grain

Warehouse with the signed certificate of completion of works or written objections thereto, such certificate shall be deemed approved by the Depositor.

- 5.4. The Depositor shall be entitled to:
 - 5.4.1. Receive information on the conditions of storage and the quality of the Grain.
 - 5.4.2. Re-register ownership title to the Grain in accordance with the applicable laws and the terms of this Agreement.
 - 5.4.3. Order additional services.
 - 5.4.4. Inspect the Grain during the storage period.

6. Cost of Services and Settlement Procedure between the Parties

- 6.1. Payments for the services rendered shall be made in monetary form (in Ukrainian hryvnias/UAH) inclusive of value added tax (VAT), by non-cash transfer.
- 6.2. The amount of the fee (tariff) for the provision of services shall be determined by mutual consent of the Parties, unless otherwise provided by law.
- 6.3. Tariffs for the Grain Warehouse's main and additional services shall be set out in the Appendices to this Agreement.
- 6.4. The maximum amount of the fee (tariff) for storage of grain purchased with state budget funds shall be established in accordance with applicable laws.
- 6.5. The Depositor shall pay the cost of grain storage services by the fifth (5th) day of each month following the month in which the services were rendered, on the basis of an invoice issued by the Grain Warehouse. Payment for storage services shall be made for the entire actual storage period.
- 6.6. Payment of all other amounts in favour of the Grain Warehouse shall be made by the Depositor no later than two (2) business days after receipt of the relevant invoice for services.
- 6.7. Accounting of the Grain Warehouse's services shall be maintained by reference to invoices issued. The services rendered shall be documented by a Certificate of Completion of Works, which shall be provided by the Grain Warehouse to the Depositor within three (3) business days from the date the services are rendered.
- 6.8. The Grain Warehouse shall issue an electronic VAT invoice, agree it with the Depositor and register it in the Unified Register of Tax Invoices (URTI) within the period established by applicable laws from the date the VAT liability arises. VAT accounting shall be maintained by reference to invoices issued for services.
- 6.9. Notwithstanding the provisions of this Agreement, the Grain Warehouse shall be entitled to unilaterally increase the cost of grain drying services in the event of an increase in gas procurement tariffs. In such case, the Grain Warehouse shall notify the Depositor five (5) days prior to the relevant increase in the cost of the service. The notification date shall be deemed to be the date of dispatch of the relevant notice by postal service or by email.

7. Grain Storage Period

- 7.1. The grain storage period shall be valid until 15 June 2026.
- 7.2. Storage of grain beyond the period established by this Agreement shall be possible only by mutual consent of the Parties through execution of a supplementary agreement.
- 7.3. The Grain Warehouse shall notify the Depositor in writing no later than seven (7) days prior to the expiration of the grain storage period and shall determine the deadline for withdrawal of the grain.
- 7.4. In the event that the Depositor fails to withdraw the grain within the period established by this Agreement, or delays any payments under this Agreement for a period of thirty (30) days or more, the Grain Warehouse shall have the right to re-register ownership of the grain in its own name or sell it on a competitive basis at the market price. The funds received from the sale of the grain shall be transferred to the Depositor, less any amounts due to the Grain Warehouse.

For the purposes of interpretation of this clause, the market price shall mean the grain price published at the following link: <https://grainpower.ua/price-uk/>

Under this Agreement, the Grain Warehouse shall have the right, in its own name, to sell the grain to any third party under a supply contract and/or to acquire title to the grain in settlement of obligations arising under this Agreement.

The Depositor hereby confirms and agrees that the transfer of the grain to the Grain Warehouse or to a third party in the cases provided for in this clause shall occur based on the Depositor's express will, as set out herein, and shall not require any additional approvals or negotiations between the Parties. In such case, this Agreement shall constitute a document of title and disposition of goods and shall serve as the legal basis for the transfer of ownership of the grain from the Depositor, as well as for the settlement and reissuance of the relevant warehouse documents.

In the event of transfer of ownership of the grain to the Grain Warehouse pursuant to this clause, or in the event the Grain Warehouse enters into a supply contract with any third party, this Agreement or the relevant supply agreement shall constitute the legal basis for the transfer of ownership of the grain that was the subject of storage under this Agreement.

7.5. The Grain Warehouse shall be obliged to store grain purchased with state budget funds until the Depositor submits a demand for its return.

8. Term of the Agreement

8.1. This Agreement shall enter into force upon its execution and shall remain valid until the Parties have fully performed their obligations hereunder.

9. Security for Performance of Obligations

9.1. The Grain Warehouse shall have the right to retain the grain held in storage until full payment of all amounts due to it, submission of all documents required under this Agreement, as well as in the event of a dispute regarding the quantity and/or quality of the grain, until such dispute is resolved by the Parties. The Grain Warehouse shall also have the right to retain the grain in the event of a dispute between the Depositor and any third party regarding ownership or other rights to the grain, until receipt of a final and binding court decision obliging the Grain Warehouse to release or re-register the grain in favour of a specific person.

10. Liability of the Parties

10.1. In the event of failure to perform or improper performance of this Agreement, the Parties shall bear liability in accordance with applicable laws and the terms of this Agreement.

10.2. For loss, shortage or damage to the grain accepted for storage after the obligation of the Depositor to take back the grain has arisen, the Grain Warehouse shall be liable only in cases of wilful misconduct or gross negligence on its part.

10.3. If the Grain Warehouse releases the grain to the holder of a warehouse certificate without a pledge certificate, who has not paid the amount of debt secured thereby, the Grain Warehouse shall be liable to the holder of the pledge certificate for the full amount of the outstanding debt in accordance with such certificate.

10.4. In the event of late payment, the Depositor shall pay the Grain Warehouse a penalty in the amount of double the National Bank of Ukraine (NBU) discount rate calculated on the overdue amount for each day of delay. If the delay in payment exceeds ten (10) days, the Depositor shall additionally pay a one-time fine in the amount of twenty-five per cent (25%) of the outstanding debt. Payment of penalties shall not release the Parties from performance of their contractual obligations.

10.5. In the event the Depositor delays withdrawal of the grain within the period specified in Clause 7.1 of this Agreement, the Depositor shall pay the Grain Warehouse a penalty equal to one hundred per cent (100%) of the storage tariff for each day of storage beyond the contractual period.

- 10.6. The Grain Warehouse shall not be liable for forced downtime of the Depositor's transport, however, in all cases, the Grain Warehouse shall use all reasonable efforts to prevent such downtime.
- 10.7. The Parties shall be released from liability for partial or complete failure to perform their obligations if such failure to perform results from force majeure. The Parties agree that a certificate issued by a regional office of the Chamber of Commerce and Industry of Ukraine shall constitute sufficient evidence of force majeure.
- 10.8. The Parties agree that the Depositor alone shall bear full responsibility for the accuracy, issuance procedure, sufficiency and validity of documents submitted to the Grain Warehouse by the Depositor's representative and shall have no claims against the Grain Warehouse if any of the above is challenged by any person and/or if the grain is released, in accordance with the procedures set out in this Agreement, to a person who had no right to receive it on behalf of the Depositor, regardless of the reasons.

11. Electronic Document Management

- 11.1. Exchange of documents under this Agreement may be carried out in accordance with the Law of Ukraine *On Electronic Documents and Electronic Document Management* and the Law of Ukraine *On Electronic Digital Signature*.
- 11.2. Each Party shall be obliged to monitor the receipt of electronic documents (e-documents) on a daily basis and to timely accept, verify, sign such documents using an Electronic Digital Signature (EDS), and return them to the other Party. The Party sending an e-document shall be deemed the Sending Party, and the Party receiving an e-document shall be deemed the Receiving Party.
- 11.3. E-documents shall be prepared by the relevant Party within the period established by this Agreement and the Supplementary Agreements thereto. Prior to transmission to the other Party, the Sending Party shall properly prepare a new e-document and/or verify a received e-document and sign it using its EDS. All e-documents transmitted under this Agreement shall in all cases be signed using the EDS of the relevant Party. Verification of the fact that a specific e-document has been signed by the relevant Party shall be carried out by the Receiving Party using the Public Key and the Enhanced Public Key Certificate.
- 11.4. E-documents shall be deemed signed and shall enter into force from the moment they are signed with an EDS by the Receiving Party, provided that the e-document was received from the Sending Party with its EDS affixed.
- 11.5. E-documents shall be deemed signed and shall enter into force from the moment they are signed with an EDS by the Receiving Party, provided that the e-document was received from the Sending Party with its EDS affixed. A reasoned refusal to sign e-documents may be sent through the e-document rejection mechanism, with mandatory comments specifying the justified reasons for rejection.
- 11.6. Where this Agreement or a Supplementary Agreement does not establish specific deadlines for signing particular e-documents, the Parties agree that the deadline for signing such documents using EDS shall be five (5) banking days from the date of receipt.
- 11.7. If one of the Parties declares the loss of a specific e-document that has previously entered into force, re-signing of such e-document shall not be performed. In such case, the Party retaining its copy of the e-document shall, upon request of the Party that lost the document, provide it via available electronic communication channels or on an electronic data carrier.
- 11.8. If discrepancies are identified during reconciliation by the Parties regarding the signing of e-documents, the following rules regarding the validity of e-documents shall apply by default:
 - 11.8.1. The e-document first signed by the Parties using EDS shall have legal force (in the event that several different e-documents exist in respect of the same business transaction);
 - 11.8.2. An e-document that has entered into force in accordance with this Agreement shall remain valid until its cancellation by the Parties;
 - 11.8.3. For a specific business transaction, the valid e-document shall have priority legal force, even if other homogeneous or substantively similar documents executed in written (paper) form exist for the same transaction, regardless of the date of their execution;
 - 11.8.4. An e-document signed by a Party using EDS and transmitted to the Receiving Party shall in all cases be deemed signed by a duly authorised representative of the Sending Party, within the scope of granted

authority, without the need for repeated verification of powers of representation;

- 11.8.5. An Electronic Digital Signature shall be legally equivalent to a handwritten signature (seal) provided that:
- the electronic digital signature is confirmed using an enhanced key certificate and reliable digital signature tools;
 - during verification, an enhanced key certificate valid at the time the electronic digital signature was affixed was used;
 - the signatory's private key corresponds to the public key specified in the certificate.
- 11.9. E-documents sent and certified with EDS shall have full legal force, create rights and obligations for the Parties, may be submitted to court as proper evidence, and shall be recognised as equivalent to documents executed on paper. Confirmation of document transmission (sending, receipt, etc.) shall be deemed legitimate confirmation of actual transfer and acceptance of such documents by authorised representatives of the Parties and shall not require additional proof.
- 11.10. The use of cryptographic information protection tools (the 'CIP tools') implementing encryption and EDS shall be sufficient to ensure confidentiality of information exchange between the Parties, protection against unauthorised access, and security of information processing.
- 11.11. In order to ensure information security and confidentiality, the Parties shall:
- prevent the appearance of computer viruses and malicious software in the computer environment where the e-document exchange system operates;
 - not destroy and/or alter archives of EDS public keys and electronic e-documents;
 - not use compromised keys for signing e-documents.
- 11.12. The Parties shall independently ensure the safekeeping of the software used for electronic document exchange, EDS public keys, and electronic documents stored on their computers.
- 11.13. Issuance, replacement and destruction of Private and Public Keys, including in cases of their compromise, as well as issuance of an Enhanced Public Key Certificate, shall be performed exclusively by an Accredited Key Certification Centre. The Parties shall notify each other of the occurrence of the above circumstances within five (5) banking days from the date such circumstances arise.
- 11.14. The Parties shall notify each other no later than one (1) month prior to the anticipated event of any inability to continue using the electronic document exchange system, software, or related tools.

12. Dispute Resolution Procedure

- 12.1. Any disputes arising in the course of performance of this Agreement shall be resolved by the Parties through amicable negotiations.
- 12.2. In the event that the Parties fail to reach a compromise settlement of a dispute, such dispute shall be referred to the competent court in accordance with the jurisdiction established by applicable law.
- 12.3. The Parties have agreed that the limitation period for any and all disputes (including disputes related to the recovery of penalties) arising out of or in connection with this Agreement shall be five (5) years, in accordance with Article 259 of the Civil Code of Ukraine.

13. Final Provisions

- 13.1. Location of the grain storage facility: 26A Prystantsiina Street, Varvarivka Village, Yurivka District, Dnipropetrovsk Region, Ukraine.
- 13.2. This Agreement is executed in two counterparts, each having equal legal force, one for each Party. Duly signed electronic copies of this Agreement, its appendices and supplementary agreements transmitted by facsimile or electronic means shall have legal force until the exchange of original counterparts. The exchange of the signed original counterparts of this Agreement shall be completed within five (5) business days from the date of its execution.
- 13.3. All Appendices to this Agreement shall constitute its integral and inseparable parts.

- 13.4. Personal Data Protection:
- 13.4.1. The Parties agree that, in connection with this Agreement, mutual transfer of personal data of their representatives may occur.
- 13.4.2. The Party transferring personal data shall be the controller of the personal data database of its representatives within the meaning of the Law of Ukraine *On Personal Data Protection* (the 'Law'). The Party receiving the personal data of the other Party's representatives shall be deemed a third party within the meaning of the Law. Personal data of the Parties' representatives obtained in connection with this Agreement may be stored by the respective Party for five (5) years, unless a different storage period is required by applicable law.
- 13.4.3. The Parties undertake to duly comply with the requirements of the Law and, in particular, to implement all necessary organisational and technical measures to ensure proper protection of personal data received from the other Party.
- 13.4.4. The Party that transferred personal data of its representatives to the other Party shall bear sole responsibility for all consequences arising from failure to comply with the above guarantees and/or violations of personal data protection legislation.
- 13.5. Relations arising in connection with the circulation of warehouse documents for grain shall be governed by the applicable laws of Ukraine.
- 13.6. Amendments to this Agreement shall be made only by mutual consent of the Parties and in written form, except for amendments expressly provided for by this Agreement.
- 13.7. All notices, communications and exchange of information under this Agreement may be carried out by the Parties via e-mail, using exclusively the e-mail addresses specified in the Parties' details. Each such e-mail shall be deemed delivered upon expiry of two (2) business hours from the time of sending.
- 13.8. The Grain Warehouse has the status of a corporate income tax payer under the general taxation regime.
- 13.9. The Depositor has the status of a tax payer of _____.

14. Legal Addresses and Details of the Parties

Grain Warehouse:

Depositor:

Limited Liability Company GRAIN TECH AGRO

26A Prystantsiina Street, Varvarivka Village,
Pavlohrad District, Dnipropetrovsk Region,
Ukraine, 51325

IBAN: 163003460000026003027228301

with Sense Bank, JSC

EDRPOU code: 42878206

TIN: 428782004359

Tel.: +38 050 370 77 87

E-mail: info@graintechagro.com

Director _____ **Oleksandr Sokolov**

APPENDIX 1
Grain Warehousing Agreement

As amended on 29 October 2025

Varvarivka Village

1. Type and quantity of grain accepted for storage:

No.	Type of grain	Quantity (tonnes)
1	Wheat	
2	Rye	
3	Barley	
4	Oats	
5	Sunflower	
6	Maize	
7	Rapeseed	
8	Sorghum	
9	Soybeans	
10	Triticale	
11	Peas	
12	Millet	
13	Buckwheat	

2. Base and maximum acceptable quality specifications for grain accepted for storage:

No.	Type of grain	Base specifications		Limit specifications	
		Moisture content	Foreign matter content	Moisture content	Foreign matter content
1	Wheat	14.0	2.0	18.0	10.0
2	Rye	14.0	2.0	18.0	10.0
3	Barley	14.0	2.0	18.0	10.0
4	Oats	14.0	1.5	18.0	10.0
5	Sunflower	8.0	3.0	16.0	10.0
6	Maize	14.5	2.0 ambrosia content: 10 pcs/kg	25.0	10.0
7	Rapeseed	8.0	2.0	16.0	5.0
8	Sorghum	14.0	2.0	18.0	5.0
9	Soybeans	13.0	2.0	18.0	10.0
10	Triticale	14.0	1.5	18.0	10.0
11	Peas	14.0	2.0	18.0	10.0
12	Millet	13.0	2.0	18.0	5.0
13	Buckwheat	14.0	2.0	18.0	5.0

3. Tariffs for grain warehouse services:

Main services	Unit of measurement	Service tariff, UAH							
		wheat / barley		sorghum		maize		sunflower	
		incl. VAT	excl. VAT	incl. VAT	excl. VAT	incl. VAT	excl. VAT	incl. VAT	excl. VAT
1 Acceptance	Per 1 tonne of physical weight	*	*	27,00	22,50	24,00	20,00	27,00	22,50
2 Drying	Per 1 tonne per 1%	102.00	85.00	150.00	125.00	138.00	115.00	168.00	140.00
3 Cleaning	Per 1 tonne per 1%	19.80	16.50	24.00	20.00	27.00	22.50	36.00	30.00
4 Drying of grain with moisture content exceeding the limit specifications	Per 1 tonne per 1%	127.50	106.25	127.50	106.25	172.50	143.75	210.00	175.00
5 Cleaning of grain with foreign matter content exceeding the limit specifications	Per 1 tonne per 1%	28.20	23.50	28.20	23.50	34.50	28.75	45.00	37.50
6 Storage	Per 1 tonne per day	3.90	3.25	3.90	3.25	3.90	3.25	4.20	3.50
7 Loading into trucks on business days / public holidays, non-working days and Sundays	Per 1 tonne	219.00/ 258.60	182.50/ 215.50	237.00/ 279.00	197.50/ 232.50	237.00/ 279.00	197.50/ 232.50	270.00/ 318.60	225.00/ 265.50
8 Loading into railway wagons on business days / public holidays, non-working days and Sundays	Per 1 tonne	249.00/ 294.00	207.50/ 245.00	267.00/ 318.00	222.50/ 265.00	267.00/ 318.00	222.50/ 265.00	300.00/ 354.00	250.00/ 295.00
9 Re-registration	Per 1 operation	108.00	90.00	108.00	90.00	108.00	90.00	108.00	90.00
10 Reimbursement of costs for determining grain safety indicators, radiological parameters and GMO	Per 1 tonne	7.20	6.00	7.20	6.00	7.20	6.00	7.20	6.00

	content								
11	Comprehensive tariff for grain warehouse services / public holidays, non-working days and Sundays (truck loading with storage up to and including 30 September 2025)	Per 1 tonne	219.00/ 258.60	182.50/ 215.50					
12	Comprehensive tariff for grain warehouse services / public holidays, non-working days and Sundays (receipt and loading into railway wagons with storage up to and including 30 September 2025)	Per 1 tonne	249.00/ 294.00	207.50/ 245.00					
13	Comprehensive tariff for grain warehouse services / public holidays, non-working days and Sundays (storage and truck loading with storage up to and including 30 November 2025)	Per 1 tonne						270.00/ 318.60	225.00/ 265.50
14	Comprehensive tariff for grain warehouse services / public holidays, non-working days and Sundays (storage and loading into railway wagons with storage up to and including 30 November 2025)	Per 1 tonne						300.00/ 354.00	250.00/ 295.00
15	Comprehensive tariff for transit operations without storage / public holidays, non-working days and Sundays (receipt and truck loading)	Per 1 tonne						138.00/ 162.00	115.00/ 135.00

4. Tariffs for additional grain warehouse services:

Additional services	Unit of measurement	Service tariff, UAH	
		incl. VAT	excl. VAT
1. Determination of grain moisture content in the sample	Per 1 sample	68.40	57.00
2. Determination of foreign matter content in grain	Per 1 sample	56.40	47.00
3. Determination of the quantity and quality of gluten in wheat	Per 1 sample	112.80	94.00
4. Determination of grain infestation by pests	Per 1 sample	48.00	40.00
5. Determination of protein content	Per 1 sample	139.20	116.00
6. Determination of falling number	Per 1 sample	159.60	133.00
7. Determination of grain (oilseed) admixture	Per 1 sample	56.40	47.00
8. Determination of smut-affected kernels	Per 1 sample	56.40	47.00
9. Determination of test weight	Per 1 sample	52.80	44.00
10. Full analysis for wheat and rye (items 1–9)	Per 1 sample	459.60	383.00
11. Full technical analysis for barley, maize and peas (items 1, 2, 4, 9)	Per 1 sample	277.20	231.00
12. Full technical analysis for sunflower (items 1, 2, 7)	Per 1 sample	369.60	308.00
13. GMO determination by express method for rapeseed	Per 1 sample	277.20	231.00
14. Full technical analysis for rapeseed (GMO express method, erucic acid, glucosinolates, fat content, moisture content, foreign matter, infestation)	Per 1 sample	1287.60	1073.00
15. Insurance of grain accepted for storage under a simple or double warehouse certificate	According to the terms and conditions stipulated in the insurance contract		

Grain Warehouse:

Depositor:

Director _____ Oleksandr Sokolov