

SUPPLY CONTRACT

As amended on 29 October 2025

Kyiv

_____, duly represented by Director _____, acting on the basis of the Articles of Association, hereinafter referred to as the Supplier, and

Limited Liability Company GRAIN POWER, duly represented by _____, acting on the basis of _____, hereinafter referred to as the Buyer, and jointly referred to as the Parties, now, therefore, have entered into this Contract as follows:

1. SUBJECT OF THE CONTRACT

- 1.1. The Supplier shall deliver, and the Buyer shall accept and pay for the Goods in accordance with the terms and conditions of this Contract.
- 1.2. The Goods under this Contract shall be agricultural crops, the names of which shall be specified in the Supplementary Agreements to this Contract.
- 1.3. The Supplier shall deliver the Goods on CPT (Carriage Paid To ... named place of destination) terms in accordance with Incoterms 2020, except for reservations expressly provided for by this Contract. The place of delivery shall be specified in the Supplementary Agreements to this Contract (the 'Buyer's Warehouse' or the 'Accumulation Point').
- 1.4. The Supplier guarantees that as of the date of execution of this Contract and/or as of the date of delivery of the Goods to the Buyer, the Goods shall be owned by the Supplier on the right of ownership, shall not be subject to any prohibition on alienation, seizure, pledge, or any other means of securing obligations to any individuals, legal entities, or the state, and shall not be encumbered in any other manner.
- 1.5. The Supplier, being a producer of agricultural products, guarantees that the Goods which are the subject of this Contract are grown by the Supplier itself on land plots owned by or lawfully used by it (lease, sublease, emphyteusis), the rights to which are duly registered in accordance with the Land Code of Ukraine and the Tax Code of Ukraine, have not been previously alienated to any other persons, and that the Buyer is the first purchaser of such Goods.
- 1.6. If the Supplier is not the producer of the Goods, the Supplier guarantees that the Goods were directly purchased from an agricultural producer (within the meaning of Clause 14.1.235 of Article 14 of the Tax Code of Ukraine) and confirms this by providing the documents specified in Section 12 of this Contract. At the same time, the Supplier guarantees that the Goods which are the subject of this Contract are grown by such producer on land plots owned by or lawfully used by the producer (lease, sublease, emphyteusis), the rights to which are registered in accordance with the Land Code of Ukraine and the Tax Code of Ukraine. The list of producers with the necessary information relevant to a specific delivery of the Goods shall be specified in the Supplementary Agreements to this Contract.
- 1.7. The Supplier represents and warrants that the Goods are of Ukrainian origin, fully grown and harvested on the territory of Ukraine, except for temporarily occupied territories and territories where hostilities are ongoing, and were not produced by legal entities that are incorporated and registered under the laws of the Russian Federation, the Republic of Belarus and/or the Islamic Republic of Iran; are residents of the Russian Federation, the Republic of Belarus and/or the Islamic Republic of Iran; are established and registered under the laws of Ukraine, where the ultimate beneficial owner, member or participant (shareholder) is the Russian Federation, the Republic of Belarus and/or the Islamic Republic of Iran, residents of the Russian Federation, the Republic of

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Belarus and/or the Islamic Republic of Iran, legal entities incorporated and registered under the laws of the Russian Federation, the Republic of Belarus and/or the Islamic Republic of Iran.

2. QUALITY AND QUANTITY OF THE GOODS

- 2.1. The quantity of the Goods shall be specified in the Supplementary Agreements to this Contract.
- 2.1.1. The final weight of the Goods shall be determined during weighing upon unloading of the vehicle at the Accumulation Point.
- 2.1.2. When weighing railway wagons, if there is a discrepancy between the gross weight stated in the railway consignment note and the re-weighed weight exceeding 0.8%, the Buyer shall immediately notify the Supplier of such discrepancy by any means convenient to the Buyer. If, within twelve (12) hours, the Supplier fails to provide a response and issue instructions regarding unloading of such wagons, the wagons shall be unloaded automatically notwithstanding any shortage therein. In such case, the Supplier shall have no right to raise any claims against the Buyer in respect of any possible shortage. The Supplier shall have the right to request additional re-weighing of the wagons and to be present in person or to appoint its representative for control re-weighing of the Goods. Any additional costs, including shunting operations, additional weighing, demurrage and use of wagons arising in connection with re-weighing due to weight discrepancies, shall be borne by the Supplier.
- 2.2. The quality parameters of the Goods shall be specified in the Supplementary Agreements to this Contract.
- 2.2.1. The Goods shall be of good merchantable quality and shall have a characteristic odour (free from musty, mouldy or any foreign odours). The Goods shall be free from quarantine and sanitary pests, toxic or harmful substances, pesticides and fumigant residues.
- 2.2.2. The Buyer shall have the right to take samples of the Goods for the purpose of determining the quality of the Goods prior to their delivery and/or shipment.
- 2.2.3. The Supplier shall be obliged to replace the Goods if the preliminary sample quality does not comply with the parameters specified in this Contract.
- 2.2.4. The final quality of the Goods shall be determined by the laboratory of the Buyer's Warehouse and shall be applied by the Parties as the basis for the final quality settlement.
- 2.2.5. In the event that the Goods do not comply with the quality parameters specified in this Contract, the Buyer shall immediately notify the Supplier thereof by any means convenient to the Buyer. Within twenty-four (24) hours from receipt of such notification, the Supplier shall be obliged to decide on the replacement of the Goods or, if the Supplier disagrees with the results of the laboratory analyses, shall have the right, at its own expense, to require an independent examination of the Goods involving a first-class surveyor. The costs of such examination, as well as costs related to vehicle idle time and shunting operations, shall be borne by the Supplier.
- 2.2.6. If the results of the quality analyses of the Goods do not meet the quality requirements specified in this Contract, the Buyer shall have the right, at its sole discretion, either to accept such Goods (at a price reduced by the amount of the relevant expenses, including drying costs, subject to the technical capability of the Buyer's Warehouse) or to refuse to accept them. In such case, the new price shall be determined subject to the costs specified in Clause 2.2.5 of this Contract. If the Buyer refuses to accept the Goods, the Supplier shall be obliged to remove the Goods and bear the costs (or reimburse the Buyer for the costs) related to vehicle idle time and return transportation.
- 2.2.7. The Parties have agreed that, in the event that discrepancies in the grain quality parameters are identified at the place of delivery, the Buyer's Warehouse shall have the right, at the Buyer's expense, to carry out conditioning (processing) of the grain to bring it into export-grade condition
- 2.2.8. The Parties have agreed that the Supplier shall assume the obligation to compensate the Buyer for the cost of services related to the conditioning and processing of the Goods (bringing them into compliance with the quality standards and parameters provided for by this Contract) delivered

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under this Contract within three (3) banking days from the date of receipt of the relevant invoice from the Buyer.

3. PRICE OF THE GOODS

- 3.1. The unit price of the Goods shall be specified in the Supplementary Agreements to this Contract.
- 3.2. The total value of this Contract shall constitute the aggregate value of the Goods delivered.

4. DELIVERY TERMS AND CONDITIONS

- 4.1. The Supplier shall deliver the Goods within the period specified in the Supplementary Agreements to this Contract.
- 4.2. The Goods may be delivered by road or rail transport.
- 4.3. The delivery date of a batch of the Goods shall be deemed to be the date of its acceptance at the Buyer's Warehouse, as confirmed by information from the electronic register of the Buyer's Warehouse.
- 4.4. The Supplier shall provide the Buyer with a preliminary shipment schedule indicating deliveries of the Goods by each class. Such schedule shall be provided in writing no later than five (5) business days prior to the commencement of delivery. The Buyer shall coordinate the submitted schedule with the Accumulation Point, as well as with the Supplier in the event that amendments to such schedule are required.
- 4.5. The Supplier shall deliver the Goods strictly in accordance with the schedule agreed with the Buyer.
- 4.6. The Buyer shall provide instructions regarding shipment and preparation of transport documents prior to commencement of delivery of the Goods. The Supplier shall be obliged to perform delivery in strict compliance with the Buyer's instructions.
- 4.7. The Supplier shall be obliged to inform the Buyer in writing on a daily basis of the loading status of each vehicle, loading dates, the point (station) of dispatch, the name of the consignor, numbers of railway consignment notes/road consignment notes, tare/gross/net weight of the Goods loaded onto each vehicle, and shall send a register of the loaded Goods to the Buyer's email address.
- 4.8. In the event that the Supplier uses rolling stock owned by Ukrainian Railways, JSC for delivery under this Contract, the Supplier shall notify the Buyer thereof in writing and, if the Buyer pays fees for the use of rolling stock owned by Ukrainian Railways, JSC at the Accumulation Point, the Supplier shall reimburse the amount of such fees within three (3) banking days from the date of receipt of the relevant invoice from the Buyer.
- 4.9. The Supplier shall, at its own expense, ensure preparation of the accompanying documents for the Goods dispatched to the Accumulation Point in accordance with the Buyer's instructions. The accompanying documents for each vehicle shall be specified in Clauses 5.2 and 5.3 of this Contract and shall be provided upon arrival of the vehicle at the Accumulation Point. In the event of absence or improper execution by the Supplier of transport documents and grain quality certificates, resulting in the impossibility of unloading the cargo at the place of destination, all additional costs, including additional charges and penalties, shall be borne by the Supplier.
- 4.10. Delivery of the Goods under this Contract shall be possible only after the Supplier, and, if the Supplier is the first intermediary, also the producer of the Goods, has successfully completed the Buyer's accreditation. Accreditation shall include analysis of information about the counterparty, verification of business reputation, the presence or absence of arrears in the payment of taxes and charges (mandatory payments), tax debt, court disputes, administrative appeals, criminal proceedings, encumbrances, prohibitions on alienation of the Goods, seizure, pledge or other means of securing obligations, other encumbrances or restrictions of any kind, bankruptcy proceedings, etc.
- 4.11. In the event that the Supplier and/or the producer of the Goods fails to pass accreditation, the Buyer shall have the right to unilaterally refuse to perform this Contract and to terminate it unilaterally by

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providing written notice thereof to the Supplier.

- 4.12. In the event of failure of the Supplier and/or the producer of the Goods to pass accreditation, the Parties may agree to perform this Contract, including payment for the Goods, on terms other than those provided for by this Contract, by entering into a Supplementary Agreement.
- 4.13. The Buyer shall also have the right to unilaterally terminate this Contract and/or refuse to accept the Goods without compensation of the Supplier's costs if, at any time during the term of this Contract, it is established that:
- the Supplier has failed to confirm its status as an agricultural producer in accordance with the terms of this Contract; and/or
 - the Supplier has purchased the Goods from a person who does not meet the status of an agricultural producer in accordance with Clauses 1.5 and 1.6 of this Contract and/or the Supplier has failed to provide the Buyer with the documents specified in Section 12 of this Contract;
 - the Supplier or the person from whom the Supplier purchased the Goods does not own or lease a sufficient number of land plots, the rights to which are registered in the State Register of Proprietary Rights to Immovable Property; and/or the Buyer receives any negative information regarding the Supplier and/or the producer of the Goods.

For the purposes of this Contract, negative information shall include information indicating that supervisory authorities have doubts as to the genuineness of concluded transactions, delivery of the Goods and financial and economic relations; identification by supervisory authorities of indications of violations of tax legislation; indications of taxpayer and/or transaction risk; facts of the existence of business entities with signs of fictitiousness; facts of failure to declare VAT liabilities; overstatement of tax credit amounts; understatement of tax liabilities declared in VAT and/or corporate income tax or single tax returns, in amended calculations thereto; non-payment of VAT and/or corporate income tax or single tax to the budget; facts of nullity of concluded transactions; absence of delivery of the Goods; fictitious transactions; and other similar circumstances.

5. ACCEPTANCE AND TRANSFER PROCEDURE

- 5.1. The Goods shall be deemed delivered by the Supplier and accepted by the Buyer:
- in terms of quantity – in accordance with the weight indicated in the acceptance documents of the Buyer's Warehouse;
 - in terms of quality – in accordance with the opinion issued by the laboratory of the Buyer's Warehouse.
- 5.2. The Supplier shall provide, with each vehicle, the following documents:
- a road consignment note for each vehicle;
 - a grain quality certificate (Form 42), GMO testing protocols and safety parameter test reports.
- 5.3. For the purpose of payment for the Goods, the Supplier shall provide the Buyer with the following documents:
- an invoice for the delivered batch of the Goods in the form of an electronic document, in accordance with Section 11 of this Contract and within the period specified in the relevant Supplementary Agreement to this Contract;
 - a delivery note for each day of delivery of the relevant batch of the Goods, in the form of an electronic document in accordance with Section 11 of this Contract. The delivery notes shall be signed by the Parties using an electronic digital signature (the 'EDS') within one (1) business day from the date the Buyer receives such delivery note from the Supplier;
 - a VAT invoice sent via MedocIS for approval by the Buyer prior to registration, as well as such VAT invoice registered in the Unified Register of Tax Invoices after its approval by the Buyer;

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- a copy of the grain quality certificate (Form 42), GMO testing protocols and safety parameter test reports (upon the Buyer's request);
- documents provided for in Section 12 of this Contract.

5.4. Notwithstanding the Buyer's receipt from the Supplier of the Goods and the documents referred to in this Contract for the purpose of payment (additional payment) of the price of the Goods, the Buyer shall have the right to suspend such payment (additional payment) in the event of a risk of non-receipt of budgetary reimbursement of value added tax that arose during previous transactions with the Supplier under this Contract, until the date on which the tax authority approves the Buyer's receipt of such VAT reimbursement.

5.5. Title to the Goods shall pass from the Supplier to the Buyer at the moment of delivery of the relevant batch of the Goods. In accordance with the delivery terms, all risks of loss or damage to the Goods shall pass from the Supplier to the Buyer at the moment of actual delivery of the Goods.

5.6. All costs related to storage of the Goods prior to their delivery to the Accumulation Point, as well as costs of bringing the Goods into compliance with the quality requirements specified in this Contract, shall be borne by the Supplier

6. PAYMENT TERMS

6.1. The payment procedure shall be determined by the Parties in the Supplementary Agreements to this Contract.

6.2. In the event of multiple deliveries under this Contract, the Supplier shall be obliged to issue VAT invoices and maintain VAT tax accounting separately for each invoice within the scope of a single delivery.

6.3. The Buyer's payment obligations shall be deemed fulfilled at the moment the funds are debited from the Buyer's bank account.

6.4. The Buyer's obligation to pay for the Goods shall arise subject to the Supplier providing the Buyer with the documents specified in Sections 5 and 12 of this Contract and the absence of the circumstances provided for in Section 4 of this Contract.

7. RIGHTS AND OBLIGATIONS OF THE PARTIES

7.1. The Supplier shall be obliged to:

7.1.1. Deliver the Goods to the Buyer in accordance with the terms and conditions of this Contract.

7.1.2. Notify the Buyer of any third-party rights to the Goods being delivered.

7.1.3. If the Buyer is unable to exercise its ownership rights to the Goods due to the Supplier's fault after the transfer of funds, the Supplier shall be obliged to eliminate the obstacles that have arisen within two (2) days, and if such obstacles cannot be eliminated, refund the received funds and compensate the Buyer for the losses incurred as a result of such circumstances.

7.1.4. In the event of cancellation of the Supplier's registration as a value added tax payer, the Supplier shall, within three (3) business days, notify the Buyer thereof in writing and, if VAT invoices have been issued during this period, shall withdraw such VAT invoices and amend the delivery note to indicate the price of the Goods exclusive of VAT.

7.1.5. The Supplier shall be obliged to timely submit tax reports to the tax authorities, duly executed in accordance with the applicable laws of Ukraine, which reflect the legal relations constituting the subject of this Contract, and shall not make any adjustments to accounting documents or tax reporting without the Buyer's prior consent.

7.1.6. If, after delivery of the Goods, any change is made to the amount of compensation for their value (including subsequent price revision after delivery or recalculation in cases of return of the Goods to the Supplier), the Supplier shall, in accordance with the procedure established by the legislation

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governing VAT invoices, prepare an adjustment calculation to the relevant VAT invoice, submit it to the Buyer for approval and register it in the Unified Register of Tax Invoices.

- 7.1.7. In the event that the Supplier fails to provide all documents specified in this Contract and its appendices (Supplementary Agreements), or if such documents are provided with errors, misprints, or are partially or completely missing, the Buyer shall have the right to suspend payment for the Goods until the Supplier provides the complete set of duly executed documents. In such case, the Buyer shall be released from any liability for delay in payment (additional payment) for the delivered Goods as provided for by this Contract and/or the applicable legislation. In addition, the Supplier shall be obliged to compensate the Buyer for the losses incurred.
- 7.1.8. If tax authorities impose penalties on the Buyer in connection with rejection and/or non-recognition of the tax credit under a VAT invoice provided to the Buyer and/or not registered by the Supplier in the Unified Register of Tax Invoices and/or failure by the Supplier to submit reports/declarations to the tax authorities and/or failure by the Supplier to timely adjust the VAT invoice, the Supplier shall be obliged to compensate the Buyer for the amount of such penalties/tax credit within the timeframe specified by the Buyer. In this case, the Buyer shall have the right to withhold such amount from the payment (additional payment) for the delivered Goods.
- 7.2. The Supplier shall be entitled to:
- 7.2.1. Require the Buyer to accept the Goods that comply with the terms specified in this Contract.
- 7.2.2. Suspend performance of this Contract in the event of the Buyer's breach of the payment terms hereunder.
- 7.2.3. Terminate this Contract in the event of a delay in payment by the Buyer exceeding twenty (20) calendar days, as well as in other cases provided for by the applicable laws.
- 7.3. The Buyer shall be obliged to:
- 7.3.1. Accept the Goods, except in cases where the Buyer has the right to demand replacement of the Goods or to refuse to perform this Contract.
- 7.3.2. Make timely payment under this Contract in the amount, on the terms and in the manner specified by this Contract and the Supplementary Agreements hereto.
- 7.4. The Buyer shall be entitled to:
- 7.4.1. Require the Supplier to deliver the Goods.
- 7.4.2. In the event of delay in delivery of a batch of the Goods for a period exceeding ten (10) calendar days, the Buyer shall have the right to revise the price of the Goods or to unilaterally terminate this Contract. In the latter case, the Supplier shall refund all funds previously transferred to its account under this Contract.
- 7.4.3. Suspend (withhold) payment for the delivered Goods without any notice to the Supplier in the cases provided for by this Contract and the Supplementary Agreements hereto.
- 7.4.4. In the event of the Supplier's breach of the procedure for completion and/or registration of the VAT invoice in the Unified Register of Tax Invoices, or cancellation of the Supplier's VAT payer registration, or imposition of sanctions on the Buyer by state authorities due to the Supplier's non-compliance with tax legislation, the Buyer shall have the right, at its sole discretion, to:
- unilaterally refuse the Goods, return the Goods and terminate this Contract, without compensation of any losses to the Supplier;
 - accept the Goods, but withhold from the payment of their price a penalty in the amount of fourteen per cent (14%) of the total value of the Goods, and recover expenses and losses, which the Supplier shall pay within three (3) calendar days from the date of receipt of the Buyer's written demand.
- 7.4.5. In the event of delivery of the Goods of lower quality than provided for by this Contract and the
- Supplier** _____ **Buyer** _____

Supplementary Agreements hereto, refuse acceptance and payment for the Goods, and if the Goods have already been paid for, demand a refund of the amount paid or replacement with Goods of proper quality.

8. LIABILITY OF THE PARTIES

- 8.1. In the event of non-performance or improper performance of obligations under this Contract, the party at fault shall compensate the non-breaching party for the losses caused thereby in accordance with the applicable laws of Ukraine.
- 8.2. In the event that the Buyer fails to make payment in accordance with the terms of this Contract, the Buyer shall pay the Supplier a penalty of 0.1% of the value of the delivered but unpaid Goods for each day of delay in payment. The penalty provided for in this clause shall not accrue if the Buyer suspends payment on the grounds provided for by this Contract and the Supplementary Agreements hereto.
- 8.3. In the event of the Supplier's breach of the delivery period stipulated by this Contract, the Supplier shall pay the Buyer a penalty of 0.1% of the value of the undelivered (under-delivered) Goods for each day of delay in delivery.
- 8.4. In addition to the penalty provided for in Clause 8.3 of this Contract, if the Supplier has received an advance payment for the Goods in accordance with the terms of this Contract and has failed to deliver the Goods within the period stipulated by this Contract and/or has delivered Goods of improper quality, the Supplier shall, within three (3) banking days from the date of receipt of the Buyer's demand, refund the amount of the advance payment to the Buyer's bank account and additionally pay interest in favour of the Buyer at the rate of thirty per cent (30%) per annum on the amount of the advance payment for each day of use of the Buyer's funds, starting from the date of receipt of such funds from the Buyer. In such case, the Supplier shall, in accordance with the procedure established by the legislation governing VAT invoices, prepare an adjustment calculation to the relevant VAT invoice, submit it to the Buyer for approval and register it in the Unified Register of Tax Invoices.
- 8.5. In the event of delay in delivery of the Goods beyond five (5) calendar days as stipulated by this Contract and/or delivery of the Goods of improper quality, the Supplier shall, at the Buyer's request, additionally pay a fine in favour of the Buyer in the amount of ten per cent (10%) of the value of the relevant batch of the Goods.
- 8.6. If the authorities of the State Tax Service of Ukraine (as a result of issuance of a tax notice-decision, audit report, certificate, adjustments to the Buyer's taxpayer account, or by any other means) and/or a court decision (ruling) results in a reduction of the Buyer's VAT tax credit under the Supplier's VAT invoices, reduction of the Buyer's gross expenses by the value of the Goods delivered by the Supplier, additional assessment of taxes, charges or mandatory payments to the Buyer, imposition of penalties on the Buyer for violations of tax legislation, or recovery to the state budget of proceeds obtained under a transaction declared invalid (void), the Supplier shall, within five (5) calendar days from the date of receipt of the relevant written demand, pay the Buyer an amount equal to the sum by which the Buyer has:
- had its VAT tax credit reduced;
 - had its gross expenses reduced;
 - been additionally assessed taxes, charges or mandatory payments;
 - been charged penalties;
 - had amounts recovered to the state budget under a transaction declared invalid (void).
- 8.7. In the event of incorrect (inaccurate, incomplete, erroneous, etc.) completion of VAT invoices, including with respect to the Goods code under the Ukrainian Classification of Goods for Foreign Economic Activity (UKTZED) or, for services, the service code under the State Classification of

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Products and Services, in accordance with the requirements of the Tax Code of Ukraine, the Supplier shall pay the Buyer a fine in the amount of the VAT specified in such VAT invoice within two (2) calendar days after expiry of the VAT invoice registration deadline established by the Tax Code of Ukraine, and shall duly register the corrected VAT invoice within two (2) days from the date of receipt of the Buyer's notice or from the Supplier's own identification of such facts.

In the event of a breach of the two-day period for registration of the adjusted VAT invoice and/or payment of the fine provided for by this clause, the Supplier shall be obliged to pay such fine in double amount.

In addition to payment of the fine specified in this clause, the Supplier shall be obliged to compensate the Buyer for any and all amounts charged to the Buyer for payment by the authorised tax authority in the form of penalties, fines and the like, which resulted from the Supplier's violation of the provisions of the Tax Code of Ukraine specified in this clause.

8.8. The Parties have agreed that, in the event that the controlling authority suspends (blocks) the registration of a VAT invoice/adjustment calculation in the Unified Register of Tax Invoices, the Supplier shall undertake the following actions to unblock the VAT invoice/adjustment calculation:

(a) The Supplier shall, within thirty (30) calendar days from the date on which the controlling authority suspends the registration of the VAT invoice/adjustment calculation, submit to the controlling authority written explanations together with an exhaustive list of documents confirming the legitimacy of the issuance and submission of the VAT invoice/adjustment calculation. Confirmation of submission of documents for unblocking the VAT invoice shall be the receipt acknowledging acceptance of the *Notice of Submission of Explanations and Copies of Documents Regarding VAT Invoices/Adjustment Calculations the Registration of Which Has Been Suspended*. A copy of such receipt shall be sent by the Supplier to the Buyer on the date of its receipt.

(b) In the event that a decision is received refusing registration of the VAT invoice/adjustment calculation, the Supplier shall, within ten (10) business days from the date of receipt of such decision, appeal it in accordance with the Procedure for Consideration of Complaints Regarding Decisions on Refusal to Register VAT Invoices/Adjustment Calculations in the Unified Register of Tax Invoices, attaching to the complaint explanations and copies of documents confirming the information stated in the VAT invoice/adjustment calculation whose registration has been suspended.

9. FORCE MAJEURE

9.1. The Parties shall be released from liability for failure to perform or improper performance of their obligations under this Contract if such failure to perform or improper performance is the result of force majeure beyond the control of the Parties, which directly affected the ability to perform this Contract and could not be eliminated by reasonable actions of the Parties. In such case, the time for performance of the obligations by the Parties shall be extended accordingly for the period during which such circumstances were in effect.

9.2. The Party for which force majeure has occurred shall notify the other Party in writing of the occurrence of such circumstances, the expected duration thereof and their termination within seven (7) days from the date of occurrence of such circumstances.

9.3. The occurrence of force majeure shall be documented and certified by the Chamber of Commerce and Industry of Ukraine.

9.4. Failure to give timely notice of force majeure shall deprive the relevant Party of the right to rely on such circumstances.

9.5. If force majeure continues for a period exceeding thirty (30) days, the Parties shall have the right to terminate this Contract and return to each other the funds paid and/or the Goods delivered.

10. DISPUTE RESOLUTION

10.1. In the event of any disputes or disagreements between the Parties arising out of or in connection
Supplier _____ Buyer _____

with this Contract, the Parties shall use all reasonable efforts to resolve such disputes and disagreements through amicable negotiations.

- 10.2. Any disputes or disagreements arising out of or in connection with this Contract that cannot be resolved through amicable negotiations shall be referred to the courts in accordance with the rules of jurisdiction.
- 10.3. The relations arising in connection with the conclusion and performance of this Contract and not regulated herein shall be governed by the applicable laws of Ukraine.
- 10.4. The Parties have agreed that the limitation period for recovery of penalties under this Contract shall be three (3) years in accordance with Article 259 of the Civil Code of Ukraine, and the period for which penalties may be accrued shall be one (1) year.

11. ELECTRONIC DOCUMENT MANAGEMENT

- 11.1. The documents under this Contract shall be exchanged in accordance with the provisions of 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 them 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 Contract and the Supplementary Agreements hereto. Prior to transmission to the other Party, the Sending Party shall duly prepare a new e-document and/or verify a received e-document and sign it using an EDS. E-documents transmitted 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 using an EDS by the Receiving Party, provided that such e-document has been 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 using an EDS by the Receiving Party, provided that such e-document has been received from the Sending Party with its EDS affixed. A reasoned refusal to sign e-documents may be sent via the e-document rejection mechanism, with mandatory comments stating the substantiated reasons for rejection.
- 11.6. Cancellation (revocation) of an e-document signed by both Parties using an EDS shall be effected exclusively by drawing up and signing by the Parties an E-Document Cancellation Certificate.
- 11.7. Where this Contract or a Supplementary Agreement does not establish a period for signing specific e-documents, the Parties agree that the period for signing such documents using an EDS shall be five (5) banking days from the date of their receipt.
- 11.8. In the event that one of the Parties declares loss of a specific e-document that has previously entered into force, re-signing of such e-document shall not be carried out. In such case, the Party retaining its copy of the e-document shall, upon request of the Party that has lost it, provide such e-document via available electronic communication channels or on an electronic data carrier.
- 11.9. If, upon reconciliation by the Parties of data regarding the signing of e-documents, discrepancies are identified, the following default rules regarding the validity of e-documents shall apply:
- 11.9.1. Legal force shall be attributed to the e-document that was first signed by the Parties using an EDS (where several different e-documents exist in respect of the same business transaction).

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- 11.9.2. An e-document that has entered into force in accordance with this Contract shall remain valid until its cancellation by the Parties pursuant to Clause 11.6.
- 11.9.3. For a specific business transaction, the valid e-document shall have prevailing legal force where, in relation to the same transaction, there exist homogeneous/analogous documents of similar substance executed in written (printed) form, regardless of the date of their execution.
- 11.9.4. An e-document signed by a Party using an EDS and transmitted to the Receiving Party shall in all cases be deemed signed by an authorised representative of the Sending Party within the scope of the powers granted, without the need for repeated verification of representative authority.
- 11.9.5. An EDS shall be legally equivalent to a handwritten signature (seal) provided that:
- the electronic digital signature is verified using an enhanced key certificate by means of reliable digital signature tools;
 - during verification, an enhanced key certificate valid at the time the electronic digital signature was affixed was used;
 - the signer's private key corresponds to the public key specified in the certificate.
- 11.10. E-documents that have been sent and certified with an 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 evidence of the actual transfer and acceptance of such documents by authorised representatives of the Parties and shall not require additional proof.
- 11.11. Use of cryptographic information protection tools (the 'CIP Tools') implementing encryption and EDS shall be sufficient to ensure confidentiality of information interaction between the Parties, protection against unauthorised access, and security of information processing.
- 11.12. For the purposes of ensuring secure processing and confidentiality of information, the Parties shall be obliged to:
- prevent the appearance of computer viruses and software aimed at destruction within the computer environment where the e-document exchange system operates;
 - not destroy and/or alter archives of EDS public keys or electronic e-documents;
 - not use compromised keys for signing e-documents.
- 11.13. 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.
- 11.14. 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 carried out exclusively by an Accredited Key Certification Centre. The Parties shall notify each other of the occurrence of such circumstances within a period not exceeding five (5) banking days from the date such circumstances arise.
- 11.15. The Parties shall notify each other no later than one month prior to the expected event of any inability to further use the electronic document exchange system, software, or similar means.

12. MISCELLANEOUS

- 12.1. The Parties hereby confirm that they have agreed upon all terms that are recognised as essential.
- 12.2. The Supplier hereby confirms that it is the owner of the Goods being sold, is entitled to use and dispose of them, and further warrants the absence of any third-party claims and any restrictions on the exercise of its ownership rights to the delivered Goods.
- 12.3. For the purpose of entering into this Contract, the Supplier shall provide the Buyer with copies of the following documents in *.pdf format:

Supplier _____

Buyer _____

- the Articles of Association or a description of the documents submitted to the public registrar for the registration action – State Registration of Amendments to Constituent Documents – with the relevant code, or an extract from the Articles of Association of the enterprise indicating the participants (founders) and the authority of the director to act on behalf of the enterprise;
 - Minutes of the General Meeting of Participants (Founders) / a Founder’s Decision granting authority to the director to sign this Contract (if required);
 - a Certificate confirming the status of a single tax payer of Group 4 (if applicable).
- 12.3.1. After execution of this Contract, but in any event prior to the commencement of the delivery period of the Goods, or together with the first delivery, the Supplier shall provide the Buyer with the following documents in *.pdf format, certified by an Electronic Digital Signature (EDS):
- general tax declaration of the producer – a single tax payer of Group 4 together with the appendix containing information on available land plots (for Group 4 single tax payers), or a land fee tax declaration (land tax and/or rent for state or municipal land plots) (for non-Group 4 single tax payers), in the form of a copy of an electronic document with Receipt No. 2;
 - report on sown areas of agricultural crops for the 2025 harvest (Form 4-cr (annual)) in the form of a copy of an electronic document with Receipt No. 2;
 - report on harvesting of agricultural crops (Form 37-cr (for the most recent month)) in the form of a copy of an electronic document with Receipt No. 2;
 - report on areas and gross yields of agricultural crops, fruits, berries and grapes (Form No. 29-cr) (for the most recent year) in the form of a copy of an electronic document with Receipt No. 2;
 - tax calculation of amounts of income accrued (paid) to individuals and amounts of tax withheld therefrom (Form 1,4Φ) (for the most recent month) in the form of a copy of an electronic document with Receipt No. 2;
 - information from the State Register of Proprietary Rights to Immovable Property and the Register of Ownership Rights to Immovable Property, the State Register of Mortgages, and the Unified Register of Prohibitions on Alienation of Immovable Property in respect of the producer, in the form of a copy of an electronic document (if the producer is subject to the general taxation system or is a single tax payer of Group 3), as well as a certificate issued by the State GeoCadastre / village council confirming the availability of land plots held by the producer.
- 12.3.2. If the Supplier is not the producer of the Goods, it shall provide the above documents in respect of the producer, as well as copies in *.pdf format of the agreement between the producer of the Goods and the Supplier, delivery notes, consignment notes (railway consignment notes), VAT invoices and receipts confirming registration of VAT invoices.
- 12.3.3. If the Supplier is registered as an individual entrepreneur, it shall additionally provide, together with the documents listed above, reports on the single social contribution (a report on accrued income of insured persons and accrued single contribution amounts or another relevant report) with Receipt No. 2, as well as a notification in Form No. 20-OIII regarding taxable objects, with Receipt No. 2.
- 12.3.4. In the absence of any document(s) from the list specified above in this Contract, the Supplier shall provide the Buyer with a written notice describing the reasons for the absence of such document(s) and its own confirmation of the information contained in such missing document(s).
- 12.3.5. Failure by the Supplier to provide the Buyer with the complete set of documents specified in this Contract and the Supplementary Agreements hereto shall be considered a high risk of non-receipt by the Buyer of budgetary value added tax reimbursement.
- 12.4. This Contract shall enter into force from the moment of its due execution by the Parties and shall remain in effect until the Parties have fully performed their mutual obligations. This Contract shall

Supplier _____

Buyer _____

be signed in accordance with the requirements of Section 11 of this Contract. The date of execution of this Contract shall be the date specified herein.

- 12.5. Any amendments, additions and appendices to this Contract shall constitute its integral parts and shall be executed as electronic documents in accordance with Section 11 of this Contract. Such documents shall be deemed signed and shall enter into force from the moment they are signed using an Electronic Digital Signature (EDS) by the Receiving Party of the e-document received from the Sending Party with its EDS affixed.
- 12.6. All correspondence and prior negotiations related to this Contract shall be deemed null and void upon execution of this Contract.
- 12.7. This Contract is executed in two counterparts, one for each Party, each having equal legal force. Properly executed electronic copies of this Contract, its appendices and Supplementary Agreements, sent by facsimile or electronic means of communication, shall have legal force until the exchange of their originals. The exchange of duly signed counterparts of this Contract shall be completed within four (4) calendar days from the date of its conclusion.
- 12.8. All notices, communications, exchange of information and documentation under this Contract, except for those subject to Section 11 of this Contract, including electronic copies of this Contract, its appendices and Supplementary Agreements, may be effected by the Parties via electronic mail using exclusively the email addresses specified in the Parties' details. Each such email shall be deemed delivered upon expiry of two (2) business hours from the time of sending.
- 12.9. The Buyer shall have the right, at its sole discretion, to unilaterally refuse to perform its obligations under this Contract and the Supplementary Agreements hereto and/or to suspend performance of its obligations thereunder for the duration of the restrictive measures (sanctions) specified below and/or to unilaterally terminate this Contract without compensation of any losses to the Supplier caused by such refusal, suspension and/or termination, if:
 - the Supplier and/or the Supplier's director (head) and/or participant (shareholder) and/or ultimate beneficial owner (ultimate beneficiary) is included in sanctions lists imposed by the United Nations (UN), the European Union (EU), the United States of America (USA) and/or Ukraine;
 - restrictive measures (sanctions) imposed by the UN, the EU, the USA and/or Ukraine are applied to the Supplier and/or the Supplier's director (head) and/or participant (shareholder) and/or ultimate beneficial owner (ultimate beneficiary) and/or to the Goods supplied under this Contract and the Supplementary Agreements hereto;
 - performance of this Contract and/or any of its provisions would conflict with compliance with sanctions imposed by the UN, the EU, the USA and/or Ukraine;
 - sanctions imposed by the UN, the EU, the USA and/or Ukraine are applied to the producers of the Goods supplied under this Contract and the Supplementary Agreements hereto.
- 12.9.1. For the purposes of Clause 12.9 of this Contract, refusal to perform obligations under this Contract and the Supplementary Agreements hereto and/or suspension of performance of obligations thereunder and/or termination of this Contract shall be effected by the Buyer by sending to the Supplier a written notice. This Contract shall be deemed terminated on the fifth (5th) business day from the date the Buyer sends such notice to the Supplier.

13. DETAILS OF THE PARTIES

Supplier

Buyer

Supplier _____

Buyer _____

**LIMITED LIABILITY COMPANY GRAIN
POWER**

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Supplier _____

Buyer _____