

Date.....

EXCLUSIVITY AGREEMENT

I. THE CONTRACTING PARTIES

SC BLUE SEA EXPORT IMPORT S.R.L., headquarters in FOCSANI, UNIRII Avenue, no. **9**, bl. **9**, et. **7**, ap. **27**, registered in the Trade Register under no. **J39/124/2023**, Unique Identification Code: **47626664**, having bank account no. **RO87OTPV440001546595US01** opened at **OTP BANK**, SWIFT (BIC) Code: **OTPVROBU**, legally represented by Mr. **TĂNASE CĂTĂLIN ALIN**, having the position of **Administrator** as BUYER and

YOUR COMPANY NAME LTD , with headquarters in **NEW YORK**, 1414 FIFTH Avenue, building **14**, ground floor, room **33**, registered in the Trade Register under no. **A0001**, Unique Identification Code: **1234567**, having bank account no. **1234567890** opened at **JPMorgan Chase & Co.**, SWIFT (BIC) Code: **CHASUS33**, legally represented by Mr. **JOHN OWEN SMITH**, having the position of **CEO**, as SELLER.

(replace “your company name ltd” example with your own company legal details)

have agreed to conclude this exclusivity agreement, subject to the following clauses:

II. SUBJECT OF THE CONTRACT

2.1 Exclusivity Period shall mean that the period of time is **indefinitely**. BUYER and SELLER agree that during the **Exclusivity Period**, BUYER shall purchase the goods according to Appendix no. 1 and in accordance with the obligations assumed by this Agreement exclusively from SELLER and not from any other vendor in the **Republic of Cyprus**. The SELLER hereby gives the BUYER the exclusive right to sell, export and import the goods upon the terms as set forth below in **Romania, Hungary, Bulgaria, Serbia, Moldavia and Ukraine**.

III. OBLIGATIONS OF THE BUYER

3.1 The BUYER agrees to exclusively buy the goods according to Appendix no. 1 and in accordance with the obligations assumed by this Agreement exclusively from SELLER and not from any other vendor in the **Republic of Cyprus**.

3.2 The BUYER agrees to send payment to the SELLER in **eur** by international bank transfer after his client inspects, tests the quality of the goods described in Appendix no. 1 at the time of delivery, when the handover-acceptance report is signed.

3.3 If the goods are not according Appendix no. 1 or if they are damaged, leaking, unsealed or expired, the BUYER has the obligation to reject them, the BUYER will not send payment to the SELLER and the goods will be transported back to the SELLER at SELLER expense or the goods will be sent to authorised recycling centers, composting or waste sorting units.

IV. OBLIGATIONS OF THE SELLER

4.1 The SELLER agrees to give the BUYER the exclusive right to sell, export and import the goods according to Appendix no. 1 in the following countries: **Romania, Hungary, Bulgaria, Serbia, Moldavia and Ukraine.**

4.2 The SELLER agrees to assist the BUYER in transport, export and import procedures by any means.

4.3 The SELLER agrees to notify the BUYER each time the prices and transport cost of the goods change by phone or email.

4.4 The SELLER warrants that the Goods shall be free of defects.

4.5 The SELLER agrees not to hide his public documents and to give the BUYER the right to show copies of his public documents to other parties including the general public.

V. OTHER CLAUSES

5.1 This contract can be modified by agreement of the parties.

5.2 Any change is made with the agreement of the parties through an additional act.

5.3 This agreement shall be finally settled under the rules of arbitration of the International Chamber of Commerce if no other way is possible.

This contract terminates in the following cases: death, dissolution, prohibition, insolvency or bankruptcy, as well as by agreement of the parties.

Concluded today, in two copies, one for each party.

BUYER,

SELLER,

Appendix no. 1 Description of goods

Product description	Packaging	Logistics
Organic extra virgin olive oil	metallic tin 2L	3 items/ box 168 boxes/ pallet
Organic extra virgin olive oil	metallic tin 1L	12 items/box, 75 boxes/ pallet
Organic extra virgin olive oil	metallic tin 500ml	12 items/ box, 130 boxes/ pallet
Organic extra virgin olive oil	glass bottle 500ml	12 items/ boxes, 75 boxes/ pallet
Organic olive oil with lemon	glass bottle 250ml	12 items/ boxes, 150 boxes/ pallet
Organic olive oil with orange	glass bottle 250ml	12 items/ box, 100 boxes/ pallet
Organic olive oil with basil, rosemary, oregano	glass bottles 3x100ml pack	6 items/ box, 168 boxes/ pallet
Organic olive oil with garlic, chili, mint	glass bottles 3x100ml pack	6 items/ box, 168 boxes/ pallet
BLACK SCARIFIED ORGANIC OLIVES IN BRINE & ORGANIC VINEGAR, KALAMON VARIETY	doypack 200g	10 items/ box, 168 boxes/ pallet
BLACK ORGANIC OLIVES IN BRINE & ORGANIC VINEGAR, KALAMON VARIETY	doypack 200g	10 items/ box, 168 boxes/ pallet
BLACK ORGANIC OLIVES WITH SALT, LOCAL CYPRIOT VARIETY	doypack 200g	10 items/ box, 168 boxes/ pallet
GREEN ORGANIC OLIVES WITH CORIANDER & GARLIC, LOCAL CYPRIOT VARIETY	doypack 200g	10 items/ box, 168 boxes/ pallet
BLACK ORGANIC OLIVE PASTE WITH OREGANO	glass jar 175g	10 items/ box, 225 boxes/ pallet
GREEN ORGANIC OLIVE PASTE WITH CORIANter & GARLIC	glass jar 175g	10 items/ box, 225 boxes/ pallet