

CONSULTING AGREEMENT FOR PROVIDING THE MARKET

BETWEEN

SPECIAL SUPPLY LTD

AND

This Contract for Consultancy Services (the "Contract") is drawn up and signed on __/__/2024, by and between:

Special Supply Ltd. a company incorporated in Bulgaria and bearing License number: BG205015870 having its registered office at Bulgaria, Sofia, Vitosha Blvd. 133.

Hereinafter referred to as the "Company".

_____, in the capacity as Consultant

based at an address in _____.

Hereinafter referred to as the "Consultant".

The Company and the Consultant are hereinafter referred to separately as the "Party" and together as the "Parties".

PREAMBLE

In case that:

- a. The company has experience in the supply of dual-use items and defense-related products and wishes to develop and offer its services in the Territory.
- b. The consultant has experience in the field of supply of dual-use items and defense-related products.
- c. The Parties wish to enter into this Consultancy Agreement

The Parties declare that they have the necessary rights and capacity to enter into this Contract for Consulting Services and agree as follows:

1. Definitions

Confidential information means all information in tangible or intangible form, in written, oral or other form, including (but not limited to) specifications, reports, studies, analyzes, data, notes, documentation, drawings, projects, models, formulas or samples related. with the Project and the Agreement received on or after the date of signing this Agreement by the Parties, marked by the Consultant as confidential (provided in writing, orally or otherwise) or classified as confidential in nature in connection with the Project and the Agreement, activities, current and the future plans and actions of the Consultant or its Partners, including (but not limited to) all production experience, trade secrets, products, operations, intellectual property and any other commercial, financial or technical information related to the Project and Agreement, and the Consultant's activities . In order to avoid misunderstandings, the terms of this Agreement and the content of discussions held between the Parties and their representatives in connection with the subject matter of this Agreement shall also be considered Confidential Information.

Products means _____

Project means the sale of the Products on the Territory.

Agreement means all contractual relations concluded between the Company and the Territory in connection with the Project.

Project Documentation means all documents related to the Project that are required for the conclusion of the Agreement.

Territory means the State in which the Consultant has made contact with a client who has subsequently entered into a contract with the Company for Products presented by the Consultant, accompanied by a protocol for contact with the client.

2. Preamble and annexes

This Preamble and any annexes added by mutual agreement of the Parties shall form an integral part of this Agreement.

3. Subject of the Contract

3.1. The Company appoints the Consultant as its sales representative in the Territory for promotion of the marketing and sale of the Products.

3.2. During the term of this Agreement, the Consultant undertakes to act responsibly and correctly as a representative of the Company, making efforts to promote and expand the marketing and sale of Products in the Territory.

4. Results

At the request of the Consultant, the Company undertakes to provide him with all the documents required of him in the performance of his obligations under this Agreement. If the Company does not submit the documents mentioned here within 45 days after the request of the Consultant, the Consultant has the right to start negotiations and enter into contracts for consulting services with other companies in connection with similar Products.

5. Remuneration and payment

Upon sale of the Products in the Territory by the Company under a Contract provided by the Consultant, the Company undertakes to pay the Consultant a commission in the amount of _____% (_____ percent) of the contract value realized by the Company from the contract provided by the Consultant. invoice in accordance with the Appendix to this Agreement. The Parties undertake to sign separate Additions to each concluded Agreement.

The commission is due by the Consultant's Company in the same currency / USD or EUR / as that of the respective Agreement, within two weeks after the Company receives the final payment under the contract provided by the Consultant.

6. Expenses and other payments

All costs, payments, indemnities, taxes and penalties paid by the Consultant during the performance of its activities under this Agreement shall be its responsibility.

7. Confidentiality

7.1. The Company undertakes to protect and ensure the confidentiality of the terms of this Agreement and of all Confidential Information disclosed by the Consultant and exchanged between during the negotiations for agreement on the terms, including the discussions themselves and the relevant representatives. The Parties shall not disclose any part of the Confidential Information, except for the information expressly authorized in this Agreement.

7.2. The Company has the right to disclose Confidential Information to its Affiliates, employees, managers, directors, intermediaries, advisors (including - but not limited to - its attorneys, accountants, consultants, bankers and financial advisers) and to other representatives only when they need in order to be able to perform their duties and provided that each recipient of the information is bound by confidentiality obligations in the same way as he would be bound by them if he were a party to this Agreement.

7.3. Neither Party shall have the right to make public statements to the press or other media in connection with this Agreement and all other agreements thereto unless it has received prior written consent from the other Party.

8. Term

This Agreement shall enter into force on the date of signing and shall remain valid for a period of one year (**the "Term"**). This Agreement may be renewed for a similar period of time by mutual agreement in writing between the Parties. If the Company concludes the Agreement with the Territory, but its term exceeds the term of this Agreement, then this Agreement is extended and is considered valid for the entire term of validity of the Agreement.

9. Force majeure

Neither Party shall be liable to the other party for delay or failure to fulfill its obligations under this Agreement if caused by circumstances beyond the reasonable control of the defaulting Party, including natural disasters, government actions, floods, fires, earthquakes, civil discontent, terrorist acts, strikes and other labor disputes (other than those involving employees of the failing party), interruption of services related to hardware, software or power systems that are beyond the reasonable control of the party, as well as refusal to provide service or an attack on the supply chain, DECISIONS TAKEN BY A COMMISSION OR INTERDEPARTMENTAL COUNCIL JUSTIFIED OR NOT JUSTIFIED FOR THE SUSPENSION, TERMINATION OR WITHDRAWAL OF, known before the signing of this contract, its development and dissemination, direct and indirect consequences and from it and in particular the restrictions and measures related to it determined and implemented by the authorities. The party, which has been unable to fulfill its obligations, from the date of establishment of a force majeure circumstance shall be obliged to notify the other party in writing within 10 days of its occurrence, as well as the presumed period of validity and termination of the force majeure circumstance.

10. Disputes

Disputes arising from issues not resolved by the contract will be resolved by agreement, and when this proves impossible - in the arbitral tribunal at the Chamber of Commerce in Geneva, Switzerland.

11. Notices

All notices sent between the Parties to this Agreement shall be made in writing and sent to the Party concerned or its duly authorized representative by personal delivery or through an internationally recognized courier company to the addresses listed below:

For Consultant:

Name:

Title:

Email:

with copy to:

Name:

Title:

Email:

Postal Address:

Courier Address:

For the Company:

Special Supply Ltd.

Name: Petar Kitev

Title: Chief Executive Officer

Email: office@specialsupply.eu

with copy to:

Name:

Title:

Email:

Tel:
Fax:

Postal Address: Vitosha Blvd. 133, 1408 Sofia,
Bulgaria

Courier Address: Vitosha Blvd. 133, 1408
Sofia, Bulgaria

Tel: +359 899 222 001

Fax:

This contract is signed in two identical copies - one for each of the parties.

In evidence of the above, the parties have signed this Agreement on the date written at the beginning of the document.

FOR:

FOR: **Special Supply Ltd.**

Signature: _____

Signature: _____

Name:

Name: *Petar Valeriev Kitev*

Title:

Title: Chief Executive Officer

Date:

Date:

Place:

Place: Sofia - Bulgaria