



DATED 23/06/2024

Okeypacky Packaging Limited

- and –

Soup Co

Supply Agreement

10 Terms Contract

This Supply Agreement ("Agreement") is made and entered into as of [23/06/2024] by and between:

- **Okeypacky Packaging Limited** ("Supplier"), The United Kingdom corporation with a principal place of business at **124 City Road, London, EC1V 2NX** ("Supplier Address").
- Soup Co ("Customer"), a corporation with a principal place of business at Unit B5, City tower,Mosley st, Manchester M1 1DN ("Customer Address").

WHEREAS, Supplier desires to supply certain custom products (the "Products") to Customer, and Customer desires to purchase the Products from Supplier on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Promotional Information

- If, after starting a 10-term contract, canceling an order during any period will incur a corresponding penalty fee.
- During the contract validity period, the user cannot change the product design, and can update the design again free of charge after the end of the service period of this contract.

2. Products

Supplier agrees to sell and deliver, and Customer agrees to purchase the following Products:

- **List of Products in total (10 batch):**

Product Name	Product Quantity
Custom Napkins - 2 Colours	30,000
Custom Paper Bags with Handles - 20*20*24cm	10,000
Aluminum Bowl + Aluminum Lid - 870ml	15,000
Aluminum Bowl + Aluminum Lid - 1700ml	15,000

Custom Wood Cutlery - Chop + Spoon	10,000
Aluminum Sealing Machine	1

• **List of Products to be delivered in the 1st batch**

Product Name	Product Quantity
Custom Napkins - 2 Colours	3,000
Custom Paper Bags with Handles - 20*20*24cm	1,000
Aluminum Bowl + Aluminum Lid - 870ml	1,500
Aluminum Bowl + Aluminum Lid - 1700ml	1,500
Custom Wood Cutlery - Chop + Spoon	1,000
Aluminum Sealing Machine	1

• **List of Products to be delivered in each batch from the 2nd – 10th batch**

Product Name	Product Quantity
Custom Napkins - 2 Colours	3,000
Custom Paper Bags with Handles - 20*20*24cm	1,000
Aluminum Bowl + Aluminum Lid - 870ml	1,500
Aluminum Bowl + Aluminum Lid - 1700ml	1,500
Custom Wood Cutlery - Chop + Spoon	1,000

3. Price and Payment

• The total price for the Products (the "Price") shall be 21507.23 GBP.

• **10 Terms Contract pay plan:**

Instalment	Price	Penalty
1st (23%)	5289.0434	2948.7612
2nd (15%)	3159.387	2948.7612
3rd (12%)	2527.5096	2948.7612
4th (10%)	2106.258	2106.258
5th (10%)	2106.258	1685.0064
6th (10%)	2106.258	1053.129
7th (5%)	1053.129	1053.129
8th (5%)	1053.129	631.8774
9th (5%)	1053.129	631.8774
10th (5%)	1053.129	210.6258
10 Terms Total	21507.23	

* Round the payment amount to two decimal places

• **Bank Transaction info:**

Name:	YUAN ZHENJUN
Account Number:	62765063
Sort Code:	40-12-62

- The customer is required to complete the payment by the established payment date so that the customer can receive the products within the estimated timeframe.
- If the customer is late with the payment deadline, a penalty of 10% of the current payment amount per day will be charged during the contract validity period. And in this case, the supplier will not be responsible for the delay of the products.

VAT: The prices set forth in this Agreement are inclusive of any applicable value added tax ("VAT").

4. Delivery

• **Supplier shall deliver the Products to Customer at the following location:**

Unit B5, City tower, Mosley st, Manchester M1 1DN

- The estimated delivery time for the Products is 5-8 weeks from the confirm of design from Customer.
- This is an estimated timeframe, and actual delivery dates may vary. Supplier shall use commercially reasonable efforts to meet the estimated delivery timeframe.
- Due to the minimum shipping weight requirements by sea transportation, the minimum weight is 12kg.
- **The products are mailed out for each mailing:**

Terms	Delivery Date
1th	
2nd	
3rd	
4th	
5th	
6th	
7th	
8th	
9th	
10th	

- The customer must complete the contract within 365 days or settle the payment within 365 days, otherwise the customer is considered to be in default.
- Customers are required to notify us of their next shipment at least 50 days in advance.

5. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement due to any cause beyond its reasonable control, including, but not limited to, acts of God, acts of war or terrorism, natural disasters, strikes, or labor shortages (collectively, "Force Majeure Events"). The affected party shall promptly notify the other party of the occurrence of a Force Majeure Event and shall use commercially reasonable efforts to resume performance as soon as practicable.

6. Intellectual Property

Supplier retains all intellectual property rights in the Products. No license or other rights are granted to Customer under this Agreement, except for the limited right to use the Products in accordance with this Agreement.

7. Confidentiality

The parties agree to hold in confidence all non-public information disclosed by the other party hereunder.

8. Term and Termination

- This Agreement shall commence on the Effective Date and shall continue until the Products are delivered and paid for in full, or earlier terminated as set forth herein.
- This Agreement may be terminated by either party upon written notice to the other party in the event of a material breach of this Agreement by the other party that is not cured within thirty (30) days after written notice thereof.

9. Disclaimer

Supplier is solely responsible for selling the packaging products. Supplier does not assume any responsibility for how the Customer uses these products. The Customer acknowledges that it is responsible for ensuring the appropriate use of the Products in compliance with all applicable laws and regulations.

10. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom.

13. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

14. Notices

All notices and other communications hereunder shall be in writing and shall be

deemed to have been duly given when delivered personally, sent by certified or registered mail, return receipt requested, postage prepaid, or sent by overnight courier service to the addresses set forth above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Okeypacky Packaging Limited

[Customer Name]

By:

By:

A handwritten signature in black ink, appearing to read "Yuen Zhenjun".A stylized handwritten signature in black ink, consisting of a large, bold, cursive letter 'L' followed by a horizontal stroke.

Print Name: Zhenjun Yuan

Print Name: Terence Lee

Title: Director of Okeypacky Packaging
Limited

Title: Director