

In ..., on ... of ... 2025

BY AND BETWEEN

For one party, Mr/Ms (fill in by providing the CLIENT'S representative's identification details), bearer of a ... passport (fill in by stating the representative's country of origin) number ... (fill in by indicating the CLIENT'S representative's passport number), who acts on behalf of ... (fill in by giving the CLIENT'S full name). Said company has its registered office in ... (fill in by indicating the CLIENT'S address) and has fiscal identification number ... (fill in by indicating the CLIENT'S tax code). Hereinafter, it will be referred to as the CLIENT.

And for the other, Mr Manuel Amsallem Menéndez, bearer of Spanish National Identity Document 55311509M, who acts on behalf of **EMERLANDS TRADE CONSULTING S.L. (EMERLANDS)**, in his capacity as Sole Director and CEO of the latter. This company has its registered office in Calle Lope de Vega, 28 in Madrid (Spain) (Postcode 28014) and has Fiscal ID Number A-05388079. Hereinafter, it will be referred to as the MEDIATOR or EMERLANDS.

The Parties hereby intervening based on their powers of representation, mutually recognise that they have sufficient capacity to enter and be bound by the terms of this contract and, for this purpose,

THEY HEREBY STATE

ONE.- That the CLIENT conducts its business in the ... sector (describe the business activity conducted or the products manufactured by the CLIENT). As a result, for the purposes of this agreement, it has an interest in marketing and exporting its products abroad.

TWO.- That the MEDIATOR is a businessman who is familiar with the ... sector, specialising in foreign trade and who also is aware of a number of foreign market and international business opportunities, as well as being familiar with making arrangements for carrying out and managing imports and exports.

THREE.- That both parties agree to enter into a mediation, brokerage, or trading contract for marketing and selling the CLIENT'S products to the international entrepreneurs and operators that the MEDIATOR may attract (hereinafter, for the purposes of this contract, the "BUYERS"). The specific choice between brokerage or trading shall be adapted to the nature of both the CLIENT and the MEDIATOR (or PROVIDER) and shall be evaluated on a case-by-case basis.

Consequently, both parties agree to enter a mediation or brokerage contract, in accordance with the following,

Manuel Amsallem-menendez



CLAUSES

ONE.- This commercial mediation or brokerage contract will be governed in what is not envisaged in this document by the rules set out in the Spanish Commercial Code, for commercial usages, in the Civil Code and in other applicable Spanish and international provisions.

TWO.- The MEDIATOR undertakes to take the necessary steps to attract, negotiate, manage, and carry out sales or supply transactions for the CLIENT'S products with the BUYERS attracted by the MEDIATOR, as well as to collaborate in the transactions and procedures relating to the export of the products to enable the closing and successful completion of sales and supply contracts.

THREE.- The goods and products covered by the supply or sale contract with the BUYERS are (describe the products manufactured by the CLIENT).

Notwithstanding the description of the products mentioned above, if as a result of the MEDIATOR'S intermediation efforts, the sales and supply transactions are extended to cover other products of the CLIENT, these will also be covered and backed by this agreement.

FOUR.- The MEDIATOR upon attracting a potential BUYER will inform the CLIENT in writing (e-mails will be valid for this purpose) about the identity of the latter so that any future sales or supplies made to the potential BUYER are covered by this contract. Likewise, the MEDIATOR will be responsible for completing, obtaining, and managing the Order Forms for any possible BUYERS, as a step prior to the start of the commercial relationship between the CLIENT and the potential BUYER.

Once contact with the potential BUYER has been established, THE CLIENT, prior to offering the prices of the products requested by the BUYERS, will agree with the MEDIATOR the prices to be offered to the BUYERS. The commission in the MEDIATOR'S favour set out in clause SEVEN of this contract must be added to these prices and then that final price (that is, including the commission) will be offered to the BUYER.

FIVE.- This contract will have an indefinite duration as long as the MEDIATOR continues to manage and process the successful completion of the transactions captured in the CLIENT'S favour and as long as the BUYERS attracted by the MEDIATOR continue to make purchases or request supplies from the CLIENT.

SIX.- EXCLUSIVITY IN THE MEDIATOR'S FAVOUR REGARDING THE BUYERS ATTRACTED BY THE LATTER.



The CLIENT, regarding the BUYERS secured by the MEDIATOR'S activity and regarding all its products, entrusts the MEDIATOR with the exclusive management of intermediation, in its right to brokering and promoting and closing sales and supplies to the first mentioned.

Under no circumstance, whether the mediator acts as an agent or as a trader, can the client in any way contact the buyer without the explicitly written authorization of the mediator. Contacting the buyer constitutes a breach of this agreement liable to compensation.

SEVEN.- If standard agency operation is applicable, the CLIENT will pay the agreed upon commission to the MEDIATOR within 7 (seven) days of receiving a payment from the buyer.

If a trading operation is applicable, the BUYER shall pay the MEDIATOR for the goods, regardless of any commissions that may apply. If all the obligations are fulfilled, The MEDIATOR shall then remit those funds to the CLIENT as soon as they are received from the BUYER.

In consideration of the services provided by the MEDIATOR, the BUYER will pay a fee that is implicit in the prices agreed upon for the services rendered. The CLIENT is obligated to ONLY remit the prices stipulated in the agreed-upon price list and the MEDIATOR shall only be obligated to remit to the CLIENT the prices stipulated in the agreed-upon price list.

EIGHT.- All the parties' obligations towards each other will cease when this contract is terminated, except for the CLIENT'S obligation to pay the MEDIATOR the commissions arising from the contracted transactions and supplies, in accordance with the provisions of clause SEVEN (Remuneration), before the contract's termination date, even where they are paid by the BUYERS to the CLIENT following said termination.

The following situations will be grounds for terminating this contract:

1. Serious breach of all or any of the commitments made under this contract, in particular, non-payment of remuneration to the MEDIATOR.
2. **force majeure** circumstances of any kind preventing the parties from fulfilling the obligations undertaken when signing this contract. This does not apply to the MEDIATOR'S inability to fulfil its mediation obligations if it is not authorized to conduct business in the countries of residence of the BUYERS it has secured.



In the event of a trading operation where the MEDIATOR is unable to obtain such authorization, but the CLIENT is able to do so, the parties agree that the relationship may be adjusted to a brokerage arrangement in order to ensure the successful delivery of the goods.

In any of these circumstances, the party that is not in breach of its commitments will have the right to unilaterally terminate the contract, with the corresponding indemnities and penalties, or, at its choice, to demand compliance with the contract, without prejudice to any compensation for loss and damages that may arise from the aforementioned breach.

NINE.- Any matter arising from compliance with, interpretation and execution of this contract must be resolved by applying Spanish law, and therefore the parties expressly submit themselves to the Courts of Law of the city of Madrid, expressly waiving any other jurisdiction that may be applicable.

TEN.- The parties designate the addresses indicated in the heading of this contract for the delivery of notices and communications of any kind.

Without prejudice to the above, and to exchange information between the parties, any written communication sent by e-mail or any other means providing acknowledgment of receipt will be valid, for which the parties provide the following fax numbers or postal addresses:

1. ON BEHALF OF THE CLIENT:

- Email... (complete with the CLIENT'S email)

2. ON BEHALF OF THE MEDIATOR:

- Manuel Amsallem's email: ma@emerlands.com
- Rafael Hormigo's email: rh@emerlands.com

Notwithstanding the above, and for the purposes of any notices and communiqués required by this agreement, these must be sent to the addresses indicated in the heading of this contract and made using BUROFAX or any other means reliably proving both their receipt and content. Each party may, by serving notice to the other, change its address for receiving such notices.

After reading this document, both parties confirm and ratify its content and promise to comply with them duly and faithfully. In witness whereof, they sign it in duplicate but to a single purpose in on of of 2025.

THE CLIENT

THE MEDIATOR

Signed, (fill in the CLIENT'S name)

Signed, Manuel Amsallen Menéndez

Manuel Amsallem-menendez

