

This document, which has the CHARACTER of NON-NEGOTIABLE TITLE,
..... with registered office at
.....

and tax number hereinafter referred to as "THE SENDER" and
EUROPEAN FULFILLMENT CENTER SL, with registered office at **PASEO DEL
CHARCÓN 10 NAVE, LAS GABIAS, 18110 GRANADA, SPAIN** and tax number
B42878405 hereinafter referred to as "THE COMPANY" agree to enter into a
contract (the "Contract") governed by the following clauses:

1. THE PARTIES

THE SENDER is the person or entity that, subject to these conditions (the "Conditions"), delivers products (the "Products") to THE COMPANY for storage, packaging and shipment to the final recipient, acknowledging that it is the owner of the Products and accepting the terms and conditions of this contract in its own name.

THE COMPANY, in accordance with the Conditions, accepts the Products for storage and delivery to the place of destination, and may subcontract the performance of all or any part of the Contract for the achievement of the agreed purpose.

These Conditions are applicable to all of the SENDER's products, provided that no special conditions modifying or extending the terms of the Contract have been agreed in writing and signed by both parties.

2. PURPOSE OF THE CONTRACT

The COMPANY hereby undertakes to store, package, send to the final recipient and, in the case of cash on delivery, collect payment for the Products which are the property of the SENDER and sent by the SENDER, in return for payment. The manner of performance of this contract shall be as follows:

THE SENDER shall send to THE COMPANY's warehouses the Products (see point 3. PRODUCTS) whose storage, packaging and shipment to the final recipient is desired. THE SENDER, as the owner of the Products, shall be solely responsible for managing the sale, dealing with the customer, and establishing the conditions of sale and guarantees applicable to the operations.

Once the SENDER's Product arrives at THE COMPANY's warehouses, this party shall be responsible for keeping it as a deposit in said warehouse until THE SENDER provides the shipping instructions. These instructions shall include the recipient's address, name and surname, contact details (for the purpose of being able to inform of events regarding to the delivery) and, if applicable, the amount to be charged for the cash on delivery shipment.

THE COMPANY will send the Product with the indications expressed and will inform THE SENDER of its status. Once the shipment has been completed, THE COMPANY will send THE SENDER by bank transfer the amount received for the cash on delivery if applicable (see 10. FEES AND PRICES).

3. THE PRODUCTS

For the purposes of the contract, "Products" means the stored and transferred objects, which are not unacceptable or prohibited under this clause, delivered by THE SENDER to THE COMPANY for storage, transport and delivery.

3.1. GENERAL WARRANTIES: In relation to the Products, THE SENDER undertakes the following fundamental obligations: a) to provide a complete and accurate description and details of the Products; b) to pack and prepare the Products sent to the warehouse in accordance with their nature and circumstances, allowing safe transport and handling. You also declare under your responsibility that: a) the Products are not items declared unacceptable or prohibited under the Conditions and b) the shipment of the Products complies with all applicable laws, rules or regulations in Spain and, therefore, it is not illegal for the COMPANY to proceed with their storage and shipment.

3.2. UNACCEPTABLE OR PROHIBITED OBJECTS: Any goods, objects or products that are illegal or prohibited by the regulations in force in Spain for any mode of transport or by these conditions are considered unacceptable or prohibited for the purposes of this contract. By way of example, and without this list being restrictive, the following are unacceptable or prohibited objects as Products: cash, firearms, explosives, radioactive materials, drugs, narcotics or psychotropic substances, products subject to the reservation regime, dangerous goods, combustible materials, products that infringe intellectual or industrial property, animals and living beings, food, medical and pharmaceutical products and, in general, any

others subject to special licenses or requirements according to the regulations in force in Spain.

THE COMPANY reserves the right at all times to refuse to accept deliveries and, consequently, to provide the service, whether it considers the content of the delivery to be anomalous or due to the unusual circumstances of the order. The delivery / collection of Products whose content is contrary to morality or good customs, or of illicit traffic, is prohibited, and the SENDER shall incur the corresponding liabilities, and the COMPANY shall be totally exonerated of the same.

In the event that THE SENDER delivers an unacceptable or prohibited shipment to THE COMPANY, THE SENDER undertakes to indemnify THE COMPANY for any damages it may suffer, as well as to respond to THE COMPANY for any penalties and expenses that THE COMPANY may incur, and THE SENDER shall pay or reimburse, as the case may be, any fines, civil liability claims and other damages of any kind imposed on THE COMPANY, as well as the fees of lawyers and solicitors incurred and all legal costs.

3.3. DEFECTIVE PRODUCTS: In accordance with the provisions of Spanish and European regulations on defective products, the COMPANY disclaims all liability for damages that the Products distributed in Spanish territory may cause to third parties. THE SENDER shall be exclusively liable for all damages caused to the parties or third parties for this reason, and shall be responsible for the amounts of fines, civil liability claims and other damages of any kind imposed on THE COMPANY, as well as lawyers' and attorneys' fees incurred and all legal costs.

3.4. GENERAL PRODUCT LIABILITY: THE SENDER is the sole owner of the Products and shall be solely liable for any damage or injury caused to THE COMPANY, its employees or other third parties by such Products even if the Products comply with the provisions of the law and the present Conditions.

3.5. SAFETY MEASURES IN THE TRANSPORT OF GOODS BY AIR: The SENDER, in relation to the safety regulations for the carriage of Goods by air: a) declares and guarantees that the Goods do not contain prohibited articles included in the current version of paragraph 6 of the Annex to Commission Regulation (EU) No 185/2010 of 4 March 2010 (explosive and incendiary devices) and b) accepts that the Product may be detained, screened and its contents examined for security reasons, which may include

inspection by X-ray, simulation chambers, manual checks or other technical or biosensory measures.

4. LEGAL OBLIGATIONS OF THE PARTIES

The parties declare their total independence and nature, being THE COMPANY a company providing shipping services and THE SENDER an individual or company interested in sending Products to a recipient in Spain.

The parties declare that they are in full and strict compliance with all their tax, accounting, labour and other legal obligations applicable in their territory of activity, and in no case shall either party be liable for any non-compliance or penalties that may arise from the other.

Cash on delivery payments received by THE COMPANY are in no case considered as income, being a deposit that will be delivered (deducting the corresponding fees and prices) TO THE SENDER. Transfers of said deposit will not be counted as income or as an expense in the accounting or taxation of the COMPANY, by virtue of the provisions of the applicable laws in Spain. The collection of the fees and prices by deduction by the COMPANY will be formalized by means of a legal and certified invoice, which will be delivered to the SENDER in accordance with the provisions of the applicable laws in Spain.

5. RIGHTS OF THE COMPANY

5.1. RIGHTS OF THE COMPANY: For the sole purpose of THE COMPANY being able to provide a correct and safe provision of its services, THE COMPANY and its collaborators have the right to:

- a) Inspect the Products at any time, including opening and examining their contents.
- b) Not to accept any Product that does not adequately respond to the guarantees made by THE SENDER and, in particular, objects declared as unacceptable or prohibited.
- c) To transport the Product by any route, itinerary, procedure or means of transport that in the opinion of THE COMPANY are the most appropriate for carrying out the transport and/or delivery of the shipment.
- d) To dispose of, destroy or deliver the Product to the authorities in the event of any breach of the provisions of the law or the

present Conditions, without any right of compensation to the SENDER in the event of such a breach being proven.

6. LIMITS OF GENERAL LIABILITY

6.1. DAMAGES AND LOSSES: In the event that the Product suffers any damage or loss attributable to THE COMPANY or to the companies that actually transport said Product, THE COMPANY's liability shall not exceed one third of the Public Multiple Effects Indicator (IPREM)/day for each kilogram of gross weight of the damaged or lost shipment (approximately 6 euros, subject to variations in the IPREM).

In the case of multimodal carriage, the limits of liability laid down in the rules of the mode of transport on the journey during which the damage or loss occurred shall apply. Where the stage of the journey at which the damage or loss occurred cannot be determined, the limits for inland transport shall apply.

6.1.1. GENERAL LIMITS: When the actual value of the shipment at the time and place at which THE COMPANY received it is less than the amount resulting from applying the limits of liability in the previous sections, as the case may be, the compensation will be adjusted to said actual value, which does not include the commercial utility or special value of the shipment for THE SENDER or for a third party.

6.2. DELAY: In case of delay in the delivery of the Product the limit of liability shall be the price of the transport.

6.3. DISCLAIMER OF LIABILITY: THE COMPANY shall not be liable for indirect consequential damage or loss of profit that THE SENDER, the addressee or a third party may suffer, including but not limited to loss of income, image, profits, interests, contracts, business opportunities and markets, etc.

The COMPANY shall also not be liable in the following cases:

a) Force majeure, acts of God, acts of God and any act or omission beyond its control (such as strikes, pandemics, health crises, labour disputes, civil unrest, acts of war, acts of terrorism and other similar circumstances).

b) Damage or loss arising from the nature or inherent vice of the Product and alterations in any kind of recording.

c) Breach by THE SENDER of these general terms and conditions. In particular, THE COMPANY shall not be liable for any damage or loss suffered by the Product as a result of poor packaging of the Product, which is the responsibility of THE SENDER.

d) Products transported by air, sea or with customs control that may be delayed for reasons beyond the control of THE COMPANY.

7. COMPLAINTS

Complaints must be made within 7 calendar days of delivery. No claims will be accepted outside the aforementioned periods or when the SENDER has not previously complied with its obligations under this contract.

8. E-COMMERCE SERVICES with COD (CASH ON DELIVERY OPTION)

The COMPANY's 24/48h e-commerce delivery solutions allow companies to store their products in our facilities, sell their products online, conveniently and reliably, and receive cash on delivery collections on a regular basis.

- a) Cash on delivery transfer.
- b) Delivery to the main cities in 24/48h.
- c) Competitive shipping and service rates.
- d) Possibility of linking e-commerce applications with the COMPANY's systems to speed up the processing and dispatch of packages.
- e) Delivery to both commercial and residential addresses.
- f) Remote Area Delivery: All remote area delivery of shipments will be arranged within 48 hours.
- g) Attempted Delivery: All undelivered shipments will be reattempted unless refused by the SENDER.

9. FULFILMENT SERVICE

THE COMPANY provides the SENDER with warehousing, packaging and shipping service with cash on delivery option in Spain and Portugal; compatible with the following functions:

- a) Team dedicated to the relationship with the SENDER.
- b) Warehousing service.
- c) Packing of individual orders.
- d) Facilitating the cash on delivery service.

- e) Ability to integrate THE COMPANY's systems with your system.
- f) Web tracking of shipments.
- g) Facilitate deliveries to most areas of Spain and Portugal.
- h) Insured facilities.

PROCEDURE PRIOR TO SHIPMENT:

STORAGE

- a) The SENDER will send its products to the COMPANY's warehouses in Spain.
- b) The Products received at the COMPANY's warehouse are organized and prepared for shipment.

COLLECTION OF CASH ON DELIVERY PAYMENTS

- a) At the time of delivery and if the recipient accepts to receive and pay for the order, the courier will collect the total amount.
- b) The amount collected will be transferred to the accounting department who will update the SENDER's system with the
the SENDER's system with the payment details.
- c) THE COMPANY will settle payments for all shipments delivered by bank transfer to the SENDER, in compliance with clause 9 of the Contract.
- d) Transfer charges and currency exchange fees will be invoiced to the SENDER.

UNDELIVERED SHIPMENTS

THE COMPANY will have different types of undelivered shipments:

- a) The addressee rejects the shipment and demands cancellation of the order.
- b) The COMPANY was unable to contact the addressee at the telephone numbers provided by the SENDER.
- c) Shipments held in courier warehouses to be picked up by the addressee and the addressee did not show up.
- d) The addressee requests to hold the consignment because he/she is away from home.
- e) The addressee does not have cash or other means of payment at the time of delivery.

Once the delivery attempts have been completed, THE COMPANY will notify the SENDER of the latest status via their personal web portal.

RETURNS

In case of returns, shipments will be returned individually to the warehouse and each will have an invoice number for the return journey, which will be charged from the total collected for the SENDER from other shipments delivered.

CANCELATIONS

Should the SENDER wish to cancel their shipment, they should contact THE COMPANY. If the package has already been shipped, the SENDER will be charged the corresponding shipping costs.

REFUNDS

Any request for reimbursement by the addressee will be processed by THE SENDER.

10. RATES and PRICE LIST

The prices indicated by THE COMPANY do not include 21% Spanish VAT or any other governmental charges, if applicable. The services offered are only for working days, Monday to Friday, from 9h in the morning to 18h in the evening, GMT+1.

ECOMFULFILLMENT SERVICES:

NO SUSCRPTION/ NO MONTHLY FEES		
SERVICES	OBS	PRICES
STORAGE + API INTEGRATION + SHIPPING +PICK &PACK + LABELING + COD FEES + CALL CENTER + INVENTORY MANAGMENT + MANAGMENT OF INCIDENTS	INCLUDED	8,90 €
Information request:		
Free Delivery attempts	2	AFTER 2 ATTEMPTS THE CLIENT CAN PICK UP THE GOODS IN THE OFFICE OF SHIPPING COMPANY
Warehouse cut off time	16 H	
COD money remitter	WEEKLY	EVERY FRIDAY
Client notifications (SMS + Email)	FREE	FREE
RETURN	Returned order price	FREE

11. INVOICING

a) THE COMPANY will invoice the SENDER on a fortnightly basis for all packages shipped during the previous fortnight.

b) The effective date of the service fees shall be the date of the SENDER's signed approval of these Conditions.

12. TERMS OF PAYMENT BY THE COMPANY TO THE SENDER

THE COMPANY will send to the SENDER on a fortnightly basis those payments made on its behalf for Products paid for on a cash on delivery basis.

Payment to the SENDER by bank transfer, or otherwise by the method indicated by the SENDER.

13. OTHER CONDITIONS

The weight of a single piece must not exceed 30 kilos and the dimensions 110x85x85 cm.

During the term of the Contract and any extension or renewal thereof, THE COMPANY shall charge the SENDER, and the SENDER hereby agrees to remunerate THE COMPANY according to the terms of these Conditions and the applicable rates for all products.

COMPANY shall have the right to increase the applicable fees upon thirty (30) days written notice to SENDER.

Notwithstanding any and all of the above terms and conditions, the SENDER'S attention is specifically drawn to THE COMPANY'S limited liability of EUR 25.00 (twenty-five euros only) for each domestic shipment and to the provisions relating to Prohibited Shipments. The SENDER hereby irrevocably and unconditionally acknowledges and accepts in advance and agrees to be bound by all of the aforementioned terms and conditions.

SENDER hereby irrevocably and unconditionally acknowledges and agrees that the execution of THE COMPANY'S Terms and Conditions by any officer, director, employee or agent of SENDER or by any person appearing before THE COMPANY, its officers, directors, employees or agents shall be deemed binding as if made by a duly authorized signatory of SENDER.

14. COMPLIANCE WITH APPLICABLE LAWS

It shall be the SENDER'S responsibility to ensure that all products offered for sale comply with all applicable laws, including applicable tax, copyright and anti-counterfeiting laws, at all points in the delivery chain, and that all authorizations or licenses are required or desirable. In no event shall THE COMPANY be liable for the consequences of any failure by the SENDER to ensure compliance with applicable laws.

15. TAX OBLIGATIONS OF THE SENDER - SUPPLIER.

The SENDER shall be responsible for complying with each and every one of its tax obligations. In no event shall THE COMPANY be liable for the consequences of any non-compliance by the SENDER with applicable tax laws, and in particular with respect to those that come into force in all EU member states as of 1 July 2021, where a number of amendments to Directive 2006/112/EC (the VAT Directive) affecting the VAT rules applicable to cross-border business-to-consumer e-commerce activities will take effect. The Council adopted these rules through Directive 2017/2455 in December 2017 and Directive 2019/1995 in November 2019 (the E-Commerce VAT Directives).

The tax obligations will arise from the following types of business transactions and supplies of services.

TYPE 1. Provision of logistics services for the optimal delivery of the goods to the final consumer recipient and/or professional customer - businessman. An intra-Community export invoice will be issued for the cost of the services offered.

TYPE 2. Purchase transaction (import) - sale of goods, in which the cost of the logistics services may be included as a complementary expense in the final price of the goods sold and delivered to the final consumer recipient and/or professional client - businessperson.

TYPE 3. Transaction of purchase (import) - sale of goods, in which the cost of logistics services shall be invoiced separately, and excluded from the final price of the goods sold and delivered to

the final consumer recipient and/or professional client - entrepreneur, which shall be sold at the same price as purchased.

Depending on the type of operation, it will be the obligation of the parties to apply at all times the legislation and regulations in force on the management and collection of VAT in the EU member states, which in the case of the Kingdom of Spain is regulated by Royal Decree 1624/1992, of 29 December, which approves the Value Added Tax Regulations, and in particular with regard to the regulations governed by Royal Decree 424/2021, of 15 June (RD 424/2021), which amends the Value Added Tax Regulations (RIVA), as well as the Invoicing Regulations and the General Regulations on tax management and inspection actions and procedures and on the development of the common rules for tax application procedures (RGAT), in implementation of the new legislation approved in Royal Decree-Law 7/2021, of 27 April (RDL 7/2021), referring to the localization of the provision of services and distance sales of goods and certain national supplies of goods, as well as the special one-stop-shop regimes.

It shall be the obligation of the parties to keep an electronic record of all transactions involving the delivery of goods to the destination covered by this contract.

16. INDEMNIFICATION

The SENDER agrees to indemnify THE COMPANY and hold THE COMPANY and its affiliates harmless from all costs, claims, liabilities and demands of any nature whatsoever which may be incurred directly or indirectly in respect of third parties in connection with THE COMPANY providing services to the SENDER under these Terms.

17. PROTECTION OF PERSONAL DATA

In accordance with European and national legislation on the protection of personal data, we inform you that the data provided by any means, both in the request for information and during the contracting of the service, including the contracting of the service, including the Sender/Respondent/s, will be processed by THE COMPANY, in its capacity as Data Controller. The data will be processed for the satisfaction of the same and, in general, for the management of clients at administrative, accounting and tax level,

as well as for market research, in order to measure the quality of our services or products, through satisfaction surveys.

The data will be processed as a legal basis in the execution of the contract for the provision of services and, based on the legitimate interest of THE COMPANY in order to offer a quality service.

The period of conservation of the data as a SENDER will be in accordance with that which the accounting and tax information of the company is obliged to have, at the request of the competent public entity (Tax Agency, Courts or Tribunals).

The data may be transferred or communicated, as the case may be, to banking entities for the collection or payment of payments, as well as at the request of the Tax Agency, Courts or Tribunals.

Likewise, the data may be transferred or communicated, where appropriate, to transport companies or any intermediary for the satisfaction of the contracted service, such as the monitoring and control of the same.

You may exercise your rights of access, rectification, deletion, portability, limitation or, where appropriate, opposition. To exercise these rights, you must send a letter to the address of THE COMPANY or via the e-mail account info@ecomfulfillment.eu. You must specify which of these rights you are requesting to be satisfied and, in turn, must be accompanied by a photocopy of your National Identity Card or equivalent identification document. In the event that you are acting through a representative, legal or voluntary, you must also provide a document accrediting the representation and an identification document of the same. Likewise, if you consider that your right to the protection of personal data has been violated, you may file a complaint with the Spanish Data Protection Agency (www.agpd.es).

Finally, we inform you that the data may be processed for the purpose of sending, by e-mail or equivalent means of electronic communication, information on promotional or advertising campaigns, products or services offered.

18. CONFIDENTIALITY

These Conditions and all negotiations and communications resulting here and all data exchanged in consequence shall be treated as strictly confidential. Disclosure of any information

contained herein may be grounds for immediate termination upon providing credible evidence.

19. PROHIBITED GOODS/ITEMS

The following goods/items are prohibited for carriage

- a) Financial instruments such as cash/currency, bearer cheque, travelers cheque, money orders, negotiable instruments and forms alike.
- b) Pornographic materials.
- c) Ionizing and radioactive materials.
- d) Hazardous / dangerous goods and flammable materials / chemicals.
- e) Live plants, livestock and any other living things.
- f) Alcohol, narcotic and psychotropic drugs.
- g) Firearms and parts thereof.
- (h) Illegal articles.
- (i) Mailbox addresses.
- j) Gambling articles and slot machines.
- k) Furs or Ivory.
- l) Tobacco and cigarettes.
- (m) Counterfeit goods and/or goods infringing the intellectual or industrial property of third parties.
- n) Foodstuffs.
- o) Pharmaceutical products.
- p) Products for which a special sales license is required.
- q) THE COMPANY reserves the right to refuse shipment of any item that it considers dangerous or prohibited for transport on the network.

20. EXECUTION OF THE CONDITIONS, DURATION OF THE CONTRACT

These Conditions have been executed by the authorized representative of the Parties and shall become effective on the date of signature by the SENDER.

This Contract is for a period of one year, with tacit renewal for the same duration. Each of the parties shall have the right to terminate the Contract with 30 days' notice and without compensation for early termination of the Contract.

21. DIVISIBILITY

If any provision of the Terms of Use is held to be invalid, void or unenforceable, the remaining provisions shall nevertheless remain in full force and effect.

22. governing law and jurisdiction

This contract shall be governed by Spanish law. In order to deal with any controversy that may arise in relation to this contract, the parties, expressly waiving any other dispute resolution procedure that may correspond to them, submit to the Courts and Tribunals of Madrid in accordance with the provisions of the applicable Spanish legislation in force.

IN WITNESS WHEREOF, the parties execute these Terms and Conditions on the effective date as follows:

For and on behalf of THE COMPANY

Name: EUROPEAN FULFILLMENT CENTER

Position: ADMINISTRADOR

Date and signature:


European Fulfillment Center SL
B42878405
Paseo del Charcón, 10
18110 Las Gubias (Granada)
+34 858 830 382 | +34 641 266 850

For and on behalf of THE SENDER

Name:

Position:

Date and signature:

