SUPPLY AGREEMENT

THIS AGREEMENT is made on the [Date]

BETWEEN:

(1) Bio-Müsli GmbH, a company incorporated and registered in Germany whose registered office is at [Address] (hereinafter referred to as the "Supplier")

AND

(2) [Your Company], a company incorporated and registered in Iceland whose registered office is at [Address] (hereinafter referred to as the "Purchaser")

WHEREAS:

A. The Supplier is engaged in the manufacture and supply of organic food products. B. The Purchaser wishes to purchase such products from the Supplier. C. The parties have agreed to enter into this Agreement to govern the supply of such products.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"Acceptance Tests" means the tests to be carried out on the Products as set out in Schedule 2; "Applicable Laws" means all applicable laws, statutes, regulations and codes from time to time in force; "Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business; "Commencement Date" means [date]; "Confidential Information" has the meaning given in clause 11; "Control" has the meaning given in section 1124 of the Corporation Tax Act 2010; [... continue with extensive definitions ...]

1. SUPPLY OF PRODUCTS

2.1 The Supplier shall supply and the Purchaser shall purchase such quantities of the Products as may be ordered by the Purchaser from time to time subject to the terms and conditions of this Agreement.

2.2 Notwithstanding the foregoing, the Purchaser hereby commits to purchase the Minimum Order Quantity during each calendar month during the Term, where such Minimum Order Quantity shall be calculated as follows: (a) For the first six (6) months of the Term: six hundred (600) units per calendar month (b) For the subsequent six (6) months: the greater of: (i) six hundred (600) units; or (ii) eighty percent (80%) of the average monthly order quantity for the preceding six (6) months (c) Thereafter: as determined by the mechanism set forth in Schedule 4

2.3 In the event that the Purchaser fails to meet the Minimum Order Quantity in any calendar month, the Supplier shall be entitled, at its sole discretion, to: (a) invoice the Purchaser for the shortfall calculated at ninety percent (90%) of the applicable unit price; or (b) adjust the pricing structure in accordance with clause 6.4; or (c) terminate this Agreement pursuant to clause 12.2(c)

1. QUALITY ASSURANCE AND CONTROL

3.1 Quality Management System (a) The Supplier shall maintain a documented quality management system that complies with: (i) ISO 9001:2015 or any subsequent version thereof; (ii) GFSI (Global Food Safety Initiative) benchmarked certification; (iii) Any additional requirements specified in Schedule 2

3.2 Product Specifications The Products shall conform in all material respects to: (a) The Specification set out in Schedule 2 (b) All applicable food safety regulations (c) Agreed quality parameters including but not limited to: - Nutritional composition - Microbiological standards - Allergen controls - Packaging specifications

1. FORECASTING AND CAPACITY

4.1 Rolling Forecast (a) The Purchaser shall provide the Supplier with: (i) A binding three (3) month forecast (ii) A non-binding six (6) month forecast (iii) An indicative twelve (12) month forecast

1. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

5.1 Background IP (a) Each party shall retain ownership of its Background IP (b) Neither party shall acquire any right, title or interest in the other party's Background IP

5.2 Improvements (a) Any Improvements developed solely by a party shall be owned by that party (b) Jointly developed Improvements shall be jointly owned (c) Each party grants the other a non-exclusive license to use such Improvements for the purposes of this Agreement

1. PRICE AND PAYMENT

6.4 Price Adjustments (a) The Supplier reserves the right to adjust prices at any time with immediate effect and without prior notice (b) Any price increases shall be automatically applied retroactively to orders already placed but not yet delivered (c) The Purchaser waives any right to dispute such price adjustments

6.5 Payment Terms (a) Full payment for each order shall be made 90 days in advance of production (b) A non-refundable deposit of 50% of the estimated annual order value shall be maintained at all times (c) Late payments shall incur a compounding daily interest rate of 2%

1. LIABILITY AND INDEMNIFICATION

7.3 Unlimited Liability The Purchaser agrees to indemnify and hold harmless the Supplier against any and all claims, including but not limited to: (a) Any third-party claims, regardless of fault (b) All legal costs incurred by the Supplier, regardless of outcome (c) Any reputational damage to the Supplier, as valued solely by the Supplier

1. TERMINATION

8.4 Supplier Termination Rights The Supplier may terminate this Agreement: (a) At any time without cause with 24 hours notice (b) While retaining all advance payments (c) With the right to continue charging minimum order quantities for 12 months post-termination

1. EXCLUSIVITY AND NON-COMPETITION

9.1 The Purchaser agrees: (a) Not to purchase similar products from any other supplier for a period of 10 years (b) To pay liquidated damages of €1,000,000 per breach (c) This clause shall survive termination of the Agreement indefinitely

1. AUDIT AND INSPECTION

10.3 The Supplier shall have: (a) Unrestricted access to all Purchaser's financial records (b) Right to conduct unannounced audits at any time (c) Authority to access all Purchaser's computer systems and databases