

CONTRACT

on delivery of Gam-COVID-Vac (SPUTNIK V) vaccine

This 2021, in Plovdiv, Bulgaria, between:

Foundation Future for the children in the world - FFCW with registered head office at: 2. Emil de Lavele str., 4000 Plovdiv, Bulgaria, registered by Plovdiv Regional Court, Bulgaria, Company case No: 141/18.04.2017, represented by Mr. Hristo Barutchiev, Director, hereinafter referred to as SELLER from one side, and from the other side

2.....with registered head represented by MrGeneral Manager , hereinafter referred to as BUYER,

was signed this Contract for the following:

I. Scope

Art. 1 The SELLER undertakes to deliver to the BUYER **14,000,000 (fourteen million)** sets with R&E up to 20 000 000 sets of two components of the Gam-COVID-Vac Combined vector vaccine for the prevention of coronavirus infection caused by the SARS-CoV-2 virus /SPUTNIK V vaccine to be specified by quantities and values in a separate written request placed by the BUYER in accordance with the terms and conditions hereof.

Art. 2 The BUYER reserves the right to request modification of the quantities in each individual lot by written notice to the SELLER 60 days prior to the relevant delivery.

II. Prices and total value of deliveries under this Contract

Art.3. (1) The unit price of the vaccine, including the two components for the First and Second shot as of the date of signing of this contract, will be fixed in "Annex 1" in EUR currency.

All payments will be in EURO

(2) The unit price of the medications under this Contract is specified on the basis of CIP (ICC) conditions of delivery to an international airport within the end user country.

III. Conditions, method and terms of payment

Art. 4 Payments under this Contract shall be made in EUR by wire transfer from the BUYER to the SELLER'S specified bank account.

Art. 5 Payment for the goods shall be made in accordance with the specification attached to this Contract upon submission of the following documents:

Reception statement

Original and valid delivery invoice issued by SELLER

All original certificates and documents issued with regard to the vaccine that are required to import it on the territory of end-user's country.

Art. 6 Payment(s) shall be made as follows:

1. The BUYER shall issue a payment guarantee for the amount of two deliveries (lots) of vaccine in favor of the SELLER or his Provider company on the territory of Russia to a bank account specified by the SELLER.

2. The type and amount of guarantee to be paid shall be determined by both parties hereto.

3. Payment for each individual lot shall be made as advance payment of 100% of the value of each individual lot not later than 50 days before the planned day of delivery as set in the delivery schedule attached hereto.

4. The advance payment money shall be transferred to the bank account of FFCW as follow:

Bank name: Raiffeisen Bank AD, Bulgaria

Bank Address: 1. Kn. Maria-Luisa bul., 4000 Plovdiv, Bulgaria
Account name: Foundation Future for Children in the World
Account authorized: Mr. Hristo Valkov Barutchiev
Account No/IBAN: BG79RZBB91551009164049
SWIFT: RZBBBGSF
Name of bank officer: Ms. Toshka Gesheva
Bank officer phone: +359 32 646 583

III. Delivery of the goods Transfer of ownership and risk.

Art. 7 The SELLER shall deliver the goods subject to this Contract within the terms set out in the schedule of individual deliveries as described herein.

Art. 8 The place for delivery of the vaccines subject to this Contract shall be at International airport of **TBD** / Brazil as specified by the BUYER.

Art. 9 The ownership and risk of loss of or damage to the vaccines shall be passed unto the BUYER as of their acceptance at the place of delivery and signing of the acceptance statement referred to in Art. 5(1).

Art. 10 Date of delivery shall be deemed to be the day of arrival of the goods at the final consignee according to the acceptance statement.

IV. SELLER'S obligations

Art. 11 The SELLER undertakes to deliver the goods at the place of delivery within the agreed time, in the appropriate form, quantity and quality.

Art. 12 The SELLER will provide a registration of SPA upfront of Ministry of Health of Russian Federation, RossTechNadzor and the producer of the vaccine and will support registration of the country concerned as the recipient of the vaccine.

Art. 13 The SELLER undertakes to submit the documents listed in Art. 5 above along with the delivered goods.

Art. 14 The SELLER true his Partner Provider company on the territory of Russia shall, arrange all payments for the vaccines to the producer company and carry out the delivery of the vaccines to the final consignee knowing that all cost of air transport, permits for take-off, overflight and landing, shall be at his own expense.

Art. 15 (1) The SELLER shall notify the BUYER in writing within 10 days following reception of the request or modification to a request of his inability to fulfill the request in time.

(2) In case the SELLER has given the notification under the previous paragraph and a written agreement is reached between the parties for extension of the delivery period, then in case of timely delivery according to the new term, the SELLER shall not owe compensation for delay.

(3) In case the SELLER fails to give the notification under paragraph 1 above and fails to carry out the delivery in due time, the SELLER shall pay to the BUYER a penalty in the amount of 0.1% of the value of the delayed batch only.

V. BUYER'S obligations

Art. 17 The BUYER undertakes:

(1) To submit in accordance with Section I hereof a written request for delivery to the SELLER containing at least the following information:

name of the vaccine

unit price for the vaccine

total quantity and schedule of deliveries

(2) To provide, within 20 days before the delivery of each individual lot or for the whole quantity, a permit for import of the vaccine under this contract, issued by the official bodies and services of the country of the final recipient of the vaccine.

(3) To accept the goods delivered in time at the place for delivery in the types, quantity, quality and price as

specified in the written request sent to the SELLER.

(4) To pay for the vaccines according to the delivery conditions (CIP (ICC)) by the method and within the terms agreed upon.

VI. Acceptance of the goods

Art. 18 Acceptance of the goods shall be carried out in the presence of an authorized representative of the SELLER.

Art. 19 Upon reception of the goods, an acceptance statement shall be signed to certify that the goods have been accepted in the proper type, quantity and quality.

VII. Quality, warranty and shelf lives

Art. 20 The quality of the vaccine subject to this Contract shall comply with all national and international health standards applicable to the manufacturer.

Art. 21 At the time of delivery, the shelf life of the goods as set out by the manufacturer shall

VIII. Liability for incorrect performance - Claims

Art. 22 The BUYER may file with the SELLER claims for:

(1) Quantity and incompleteness of vaccines or documentation (in case of obvious shortcomings).

(2) Quality (hidden flaws) upon detection of defects in the use and administration of the vaccines.

Art. 23 The BUYER shall notify the SELLER of any detected hidden flaws within 7 (seven) days after such flaws have been detected.

Art. 24 Obvious shortcomings shall be established upon reception of the delivery and noted in the acceptance statement.

Art. 25 Each claim shall contain the request number, lot number, the exact quantity of vaccines received, the exact quantity and the batch number of vaccines presenting obvious shortcomings with their batch number, the grounds for the claim and the specific demand of the BUYER.

Art. 26 Within 5 (five) days after reception of the claim, the SELLER shall respond to the BUYER in writing specifically whether the claim is accepted or rejected.

Art. 27 In the event of established shortcomings, the SELLER shall replace the poor-quality vaccines with quality vaccines at his own expense and risk within a period to be determined by both parties.

IX. Liability for delay - Withdraw from the contract, Penalties.

Art. 28 The Seller may file financial claims just in case the Buyer has received all official permits for the import of vaccines from the State registered in Russia as the recipient of the vaccines subject to this Agreement in the following cases:

(1) Compensation for failure to fulfill contractual obligations on the part of the BUYER;

(2) For penalties due under this contract by the BUYER to the SELLER.

Art. 29 The BUYER may file financial claims in the following cases:

(1) Compensation for failure to fulfill contractual obligations on the part of the SELLER;

(2) For penalties due under this contract by the SELLER to the BUYER.

X. Disputes

Art. 30 All disputes and disagreements between the parties regarding this Contract shall be resolved through negotiations. The agreements reached shall be made in writing and shall become an integral part of the Contract.

Art. 31 In the event an agreement under the previous article cannot be reached, all disputes shall be resolved in accordance with the Bulgarian law.

XI. Communications

Art. 32 All communications between the parties related to the performance of this contract shall be deemed valid if made in writing, signed by the authorized representatives of the SELLER and the BUYER.

Art. 33 The date of the message is considered to be:

(1) the date of handing over in case the message is served in proper hands;

(2) the date of the postmark on the acknowledgement of receipt when sent by mail or the date of sending and receiving the e-mail message by both parties.

Art. 34. The valid addresses for reception of communications related to this Contract shall be as follows:

For the SELLER: 2. Emil de Lavele str., 4000 Plovdiv, Bulgaria /

e-mail: barutchiev.h@gmail.com

For the BUYER:

Email: XXXXXXXX

in case of change of the address, the party concerned shall notify the other party in writing within three days from the change.

XII. General

Art. 35. The parties are not allowed to pledge receivables under this contract, nor to assign to third parties their rights and obligations arising from it.

Art. 36. The current Bulgarian legislation shall apply to all matters that are not settled within this Contract.

Art. 37 (1) The SELLER shall hold the payment guarantee under the Contract until fulfillment of all obligations of the BUYER, which arise from the Contract.

(2) The SELLER shall not owe interest to the BUYER for the time during which the payment guarantee under the Contract has remained with the SELLER pursuant to this Contract.

XIII. Final provisions

Art. 38 This Contract is signed for a period of 120 days and shall become effective as of the day it is signed.

Art. 39 The following documents were submitted for the drafting of this Contract and shall be deemed integral parts of the Contract:

Copies of Seller's and Buyer's passports

Schedule of delivery of the vaccines

Bank details of the Seller/Supplier and the Buyer

This Contract was signed in two-fold in English and Russian, one copy for each party.

For the SELLER:

For the BUYER:

Annex 1.

Приложение 1.

Delivery schedule and price of Gam-COVID-Vac (SPUTNIK V) vaccine
График доставки и цена вакцины Gam-COVID-Vac (СПУТНИК В)

Batch Number	Delivery date	Quantity	Unit / Total price in EURO
1	TBA	500 000	EUR 27.00 / EUR 13 500 000.00
2	TBA	500 000	EUR 27.00 / EUR 13 500 000.00
3	TBA	1 000 000	EUR 27.00 / EUR 27 000 000.00
4	TBA	1 000 000	EUR 27.00 / EUR 27 000 000.00
5	TBA	1 000 000	EUR 27.00 / EUR 27 000 000.00
6	TBA	2 000 000	EUR 27.00 / EUR 54 000 000.00
7	TBA	2 000 000	EUR 27.00 / EUR 54 000 000.00
8	TBA	3 000 000	EUR 27.00 / EUR 81 000 000.00
9	TBA	3 000 000	EUR 27.00 / EUR 81 000 000.00

Total: EUR 378 000 000.00 (three hundred and seventy-eight million euro)

Signatures:

Seller:

Buyer:

Annex 2.

Приложение 2.

Certificate of company registration of Seller / Supplier
Свидетельство о регистрации компании Продавца /Поставщика

Certificate of company registration of Buyer

Свидетельство о регистрации компании Покупателя

Annex 3.
Приложение 3.

Passport copy of Seller
Копия паспорта Продавца

Passport copy of Buyer
Копия паспорта Покупателя