

COMMODITY PURCHASE AGREEMENT

THIS COMMODITY PURCHASE AGREEMENT (the “Agreement”) and all subsequently accepted Supplier Addendum (each, a “Supplier Addendum”) is entered into this ___ day of April 20, 2023, by and among Crypto-planex, Commodities & Blockchain Ltd. LIMITED, an entity organized under the laws of UNITED KINGDOM (the “Supplier”) and GTED Ltd., an entity organized under the laws of Caymans Islands, “Buyer”.

WHEREAS, Supplier is the producer of, and in possession of, the commodity in such quality and quantity as described in the Supplier Addendum (the “Commodity option”) a copy of which is attached hereto;

WHEREAS, the Supplier is willing to sell and transfer to Buyer, and Buyer desires to purchase, the Commodity option, all on the terms and conditions set forth herein; and

NOW, THEREFORE, the parties hereto, each in consideration of the payments and the representations, warranties, covenants, and agreements of the other provided for or contained herein, do hereby agree as follows:

1. Transaction. Subject to the terms and conditions of this Agreement and the Supplier Addendum, on the Delivery Date, as defined herein, the Supplier shall sell, transfer, convey and assign and deliver to Buyer, and the Buyer shall purchase, acquire and accept from the Supplier, the Commodity (a “Transaction”). The parties hereto agree to initiate a Transaction upon the presentment by one party, and acceptance in writing by the other, of a complete Supplier Addendum.

2. Quality Specifications. The quality of the Commodity delivered in a Transaction shall be determined at the place and time of delivery. Buyer’s grades to govern. All deliveries made under this Agreement shall be of the grade and quality specified herein. Buyer reserves the right to reject individual shipments not complying with this provision. Refusal by the Buyer to accept delivery of the Commodity for this reason shall not release the Supplier from this contract.

3. Settlement. All Transactions made under this Agreement shall be for the quantity specified herein. If the Supplier finds he will not be able to consummate a Transaction of the contracted quantity, it shall be the duty of the Supplier to advise the Buyer as soon as practicable. The Buyer, when Supplier’s default is determined, shall by the close of the next business day elect either to: a) agree with the Supplier upon an extension of the time for delivery; or b) after having given notice to the Supplier to complete the Transaction, the Buyer, by the exercise of due diligence, will buy-in for the account of the Supplier the defaulted portion of the contract; or c) after having given notice to the Supplier to complete the Transaction, the Buyer will cancel the defaulted portion of the Transaction at the difference between the Purchase Price and the replacement cost based on the close of the market the next business day when the trades can be made for the account of the Supplier.

4. Confidentiality.

- a. Each party (“receiving party”) undertakes that, in order to protect the proprietary interest of the other party (“disclosing party”) in the disclosing party’s trade secrets and confidential information, it will not during the term of this Agreement not at any time thereafter, either use or exploit in any manner, or directly or indirectly divulge or disclose to others any of the disclosing party’s trade secrets and confidential information. The receiving party shall treat all trade secrets and confidential information disclosed to it as strictly confidential and only use such trade secrets and confidential information for the purposes of this Agreement.
- b. Each party shall ensure that its directors, officers, employees, agents, representatives, affiliates and attorneys comply at all times with this confidentiality undertaking which shall continue for a period of two years after the termination or cancellation of this Agreement.
- c. Upon the termination or cancellation of this Agreement, any party may demand the return of confidential information relating to it by notice in writing to the other party, and the other party shall, and shall cause its representatives to, return all documents containing confidential information that have been provided by the party demanding the return of confidential information (or on its behalf), and destroy any copies of such documents and any document or other record reproducing, containing or made from or with reference to the confidential information, except, in each case, for any submissions to or filings with judicial, administrative, legislative or regulatory authorities. Such return or destruction shall take place as soon as practicable after the receipt of such notice.

5. Representations and Warranties. On the date of this Agreement and on the Delivery Date specified in each Supplier Addendum, the Supplier represents and warrants that:

- a. it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in each jurisdiction in which any act will be performed by it pursuant to this Agreement;
- b. it has all regulatory approvals necessary for it to perform legally its obligations under this Agreement;
- c. the execution, delivery and performance of this Agreement and any Supplier Addendums are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any applicable law to it;

- d. this Agreement and attached Supplier Addendums constitutes a legally valid and binding obligation enforceable against it in accordance with its terms except to the extent that its enforcement may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent transfer and other similar law affecting the enforcement of creditors' rights or by general principles of equity;
- e. there are no bankruptcy proceedings pending or being contemplated by it, or to its knowledge, threatened against it;
- f. the Commodity is in accordance with the guaranteed levels of the specification, as set forth herein according to the Supplier Addendums;
- g. the Commodity shall be delivered to Buyer at the location within the agreed shipment period according to the Supplier Addendums;
- h. Supplier will convey to Buyer good title to all such Commodity, free and clear of any and all security interests and other liens and encumbrances according to the terms of the Supplier Addendum; and
- i. the Goods will be free of hazardous materials including but not limited to contaminations according to the Supplier Addendum.

6. Termination.

- a. Buyer may terminate this Agreement with or without cause on written notice to Supplier, such termination to be effective up to the third(3rd) day after signing this agreement. Supplier may terminate this Agreement if Buyer breaches any material term of this Agreement and has not cured or begun to cure such breach within thirty (30) days after written notice thereof..
- b. Upon termination of this Agreement, Buyer shall be relieved of all obligations under this Agreement, except Buyer's obligation to pay Supplier according to the terms of the applicable Supplier Addendum for a Commodity which have been delivered to and accepted by Buyer, for which payment has not yet been made.
- c. The provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied.

7. Indemnification. Supplier shall at its own expense defend indemnify, defend and hold harmless Buyer and its affiliates from and against any and all losses, liabilities, claims, obligations, costs, and expenses (including reasonable attorneys' fees), which result from, arise in connection with or are related in any way to any allegation of (i) Supplier 's negligence, errors or omission, (ii) infringement of any patent, copyright, trade secret or other third party intellectual property right anywhere in the world, which arises from or is related to the Commodity, or

(iii) personal injury or property damage that arises from or is related to defects in manufacture of the Commodity. Supplier shall not be obligated to indemnify Buyer or its affiliates for any third-party claims that arise solely from: (a) the written specifications supplied by Buyer, (b) modification of the Commodity by anyone other than Supplier; or (c) use of the Commodity in combination with any other product, system, or technology where but for such combination, the Commodity would not infringe the third party's intellectual property right.

8. Arbitration of Disputes; Governing Law.

- a. The parties agree that disputes arising out of or in connection with this Agreement between Seller and Buyer or any of their respective successors and assigns and any of their directors, employees, control persons and agents, whether arising prior to, on or after the date hereof, shall be determined by arbitration. If the parties are unable to settle any dispute arising out of or in connection with this Agreement through negotiations within thirty days, such dispute shall be submitted to arbitration in Corinth, Greece in accordance with the rules of the Hellenic Blockchain Association Arbitration Committee. The arbitral tribunal shall consist of three arbitrators; each party shall appoint one arbitrator and the third arbitrator shall be appointed by both parties with mutual agreement as the presiding arbitrator. The arbitral award shall be final and binding upon both parties. .
- b. This Agreement shall be construed, and the obligations of the parties hereunder shall be determined in accordance with the laws of the State of Corinth (without regard to any conflict of laws provisions thereof and excluding the United Nations Convention for the International Sale of Goods and any other international treaties relating to the international sale of goods).
- c. Subject to subparagraph (A) of this section, each party to this Agreement hereby waives trial by jury and irrevocably consents to the personal jurisdiction of the courts, in any action to compel arbitration, application for judgment on an arbitration award, action to enforce an arbitral award or similar action that, in each case is not within the scope of subparagraph (A) of this section, and also hereby irrevocably waives any defense of improper venue or forum non-convenience to any such action brought in either of those Courts.
- d. To the extent that a party or any of its revenues, assets or properties shall be entitled, with respect to any proceeding relating to enforcement of this Agreement or any award thereunder at any time brought against such party or any of its revenues, assets or properties, to any sovereign or other immunity from suit, from jurisdiction, from attachment prior to judgment, from attachment in aid of execution of judgment, from execution of a judgment or from any other legal or judicial process or remedy, and the extent that in any jurisdiction there shall be attributed such immunity, such party irrevocably agrees not to claim and irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction.

9. Force Majeure.

- a. No party hereto shall be liable for any failure to perform the terms of the Agreement so long as and to the extent that such failure is due to Force Majeure. “Force Majeure” means acts of God, national or industry-wide strikes, national or industry-wide lockouts, or other national or industry-wide labor disputes or disturbances, civil disturbances, arrests and restraint from rulers or people, interruptions or terminations by or as a result of government or court action or orders, or present and future valid orders of any regulatory body having jurisdiction, acts of the public enemy, wars, riots, terrorism, blockades, insurrections, epidemics, landslides, lightning, earthquakes, fire, loss, floods, washouts, explosions, breakdowns or accidents, or any other similar cause, which prevents that party from performing any of its obligations or enjoying any of its rights under or pursuant to this Agreement in whole or in part, provided that:
 - i. Such event was beyond the control of the party claiming Force Majeure;
 - ii. Such party could not reasonably be expected to have taken into account the impediment or its effects upon its ability at the time of execution of this Agreement; and
 - iii. Such party could not reasonably have avoided or overcome its effect, acting as a reasonable and prudent operator.
- b. The Force Majeure shall, so far as possible, be remedied with all reasonable dispatch by the affected party, and, thereafter, the affected party will use its good faith commercial efforts to resume full performance of its obligations under this Agreement. Each party will use good faith efforts to minimize and mitigate the damage or effect of any delay caused by any Force Majeure.
- c. The party whose performance is affected or who has reason to believe that such performance may be affected by reason of Force Majeure shall as promptly as possible, but not later than three (3) business days from the occurrence of a Force Majeure event, give written notice thereof to the other party, giving the particulars of the event, including supporting documentation if available. The party so affected shall also take reasonable steps to resume performance hereunder with the least possible delay and shall give written notice when the Force Majeure ceases. Failure to give notice as provided herein shall preclude the failing party from relying on Force Majeure to suspend its performance of the terms of this Agreement.
- d. If suspension of performance due to Force Majeure continues for more than thirty days, the non-affected party may terminate this Agreement in whole or in part, without liability to the affected party.

10. Taxes and Expenses; Approvals.

- a. All dues, duties, taxes, loading charges and other expenses of any kind that may affect the Commodity and that are imposed in or by the country of origin shall be for the account of, and payable by, buyer.
- b. All dues, duties, taxes, offloading charges or other expenses of any kind whatsoever that may affect the Commodity and that are imposed in or by the country of destination shall be for the account of, and payable by, Buyer.

11. Notices. All demands, notices, requests and consents hereunder (“Notices”) shall be in writing, in the English language (or accompanied by an accurate English language translation upon which the recipient shall have the right to rely for all purposes), and shall be deemed to have been duly given if personally delivered by courier service, messenger or email at, or if duly deposited in the mail, by certified or registered mail, postage prepaid, return receipt requested, to the following addresses, or such other addresses as may be furnished hereafter by notice in writing, to the following parties:

For the Supplier:

Fintech Law
c/o ADAM TRACEY
310.270.6057
[630.506.3900](tel:630.506.3900)
adam@adamtracy.io
8335 W. Sunset Blvd. West Hollywood CA 90069

For the Buyer:

[GTED Ltd
c/o Tim Best
2025 Meadowgate Blvd Unit 269
London, Ontario, Canada N6M 1K9]

12. Entire Agreement: Modification. This Agreement supersedes all prior agreement between the parties with respect to its subject matter and constitutes a complete and exhaustive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the parties.

13. Severability. If any provision of this Agreement is held invalid or unenforceable by and court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

15. Successors and Assigns. No party hereto may assign, pledge or encumber this Agreement without the prior written consent of the other parties hereto.

[SIGNATURE PAGE FOLLOWS]

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

FOR THE BUYER:

Tim Best
By:  _____
Its: MANAGING DIRECTOR

FOR THE SUPPLIER:

By:  _____
Its: Managing Director

SUPPLIER ADDENDUM

Date:	20/04/2023
Commodity:	Option for sixty million USD worth of a basket of agricultural products from Greece which can include, Olive Oil, Wine, Grapes, and other products necessary to fulfill agreement
Commodity Specification:	Option to purchase up to sixty million USD (\$) (\$60,000,000.00) in value of commodities products
Net Quantity:	One (1) option
Purchase Price:	\$250,000.00 USD on deposit until fulfillment, then purchase of commodities will not exceed ten percent of total spot price (10%)
Delivery Date:	TBD
Delivery Location:	TBD
Other Negotiated Terms:	NOT APPLICABLE