

SALES AGREEMENT

ENTERED INTO BY AND BETWEEN THE FOLLOWING PARTIES:

- (1) **Ministry of Foreign Affairs and Trade** with its seat at Bem rakpart 47, Budapest 1027, Hungary, TAX ID number: 15311351-1-41, duly represented by Dr. Csaba Balogh, Minister of State (the "Customer")

and

- (2) **PROFOUND Bratislava, s.r.o.** a company organised under the laws of the Slovak Republic (European Union), with its registered seat at Osadná 2, 831 03 Bratislava, Slovak Republic, company identification number: 50 044 818, registered in the Business Register of the District Court Bratislava I, registration number: Sro 107198/B, duly represented by Mrs. Beatrica Ličáková, Managing director
(the "Supplier")

(The Customer and the Supplier jointly as the "Parties" and individually as the "Party")

WHEREAS:

- (A) The Supplier is an experienced and proved supplier of medical products used in pandemic combat of virus COVID19 including of Ventilators VG70;
- (B) The Customer wishes to purchase Ventilators VG70 from the Supplier for the purposes of the emergency humanitarian supply under the terms of this agreement (the "Agreement")

NOW, THEREFORE, THE PARTIES ENTER INTO THE FOLLOWING AGREEMENT:

1. SALE AND PURCHASE

- 1.1 Under the terms and conditions of this Agreement the Supplier shall sell to the Customer type Ventilators VG70 specified further in Annex 1 to this Agreement (the "Goods") and the Customer shall purchase the Goods from the Supplier and pay the purchase price to the Supplier pursuant to Clause 2 of this Agreement.

2. PURCHASE PRICE

- 2.1 Price of the 1.000pcs is on 22nd April at 78.000 EUR/pcs and valid for 24 hours (the "Purchase Price"):

Description	Unit Price (EUR)	QTY	Total Purchase Price (EUR)
Goods (delivery in 2 batches) 1 st batch – 300 pcs 2 nd batch – 700 pcs	78.000	1.000	78.000.000
Grand total:		1.000	78.000.000

The Purchase Price shall mean to include costs for packaging and storage of goods in Supplier's warehouse in Tianjin, logistics costs in mainland China, Customs clearance, ground handling, goods storage, labelling, loading costs at the airport.

- 2.2 The Purchase Price shall be paid 85% immediately after confirmation of the product and 15%

after the inspection of Goods in assigned warehouse in Tianjin before loading Goods on assigned diplomatic cargo flight. The date of the inspection will be confirmed by both Parties after Goods are stored in the warehouse.

(a) The payment conditions reflect the shipment of goods in 2 batches:

(i) The first batch of 300 pcs:

- 85% advance payment payable on in two instalments (1st instalment 18.780.000 EUR and the 2nd instalment 1.110.000 EUR). Payment date 22nd April 2020
- 15% final balance after the inspection of Goods by the Embassy of Hungary. Payment date 1st May 2020.

(ii) The second batch of 700 pcs:

- 85% advance payment payable after the inspection of the Embassy of Hungary for the first shipment of 300 pcs in Tianjin warehouse. Expected date of inspection is 1st May 2020
- 15% advance payment payable after the inspection of the Embassy of Hungary for the assigned 2nd shipment. The exact date will be specified via addendum to this agreement.

2.3 The Parties acknowledge that the Goods under this Agreement shall be admitted free of import duties and exempted of value added tax (VAT) on the imports under Commission Decision (EU) 2020/491 of 3 April 2020 on relief from import duties and VAT exemption on importation granted for goods needed to combat the effects of the COVID-19 outbreak during 2020.

2.4 Parties confirm, that Customer will only pay any advance payments after receiving an EU-standard and signed pro-form invoice, containing all the necessary transfer details for international bank transfer to an account held by Supplier. Due to the state of emergency both parties agreed to approve the 1st instalment in value of 18.780.000 EUR to send directly to the Export company in China in order to protect the planned roadmap of the delivery. The Pro-forma invoice will contain all required details and confirmation of the supplier to transfer funds to Export company.

3. DELIVERY OF GOODS

3.1 Delivery of the Goods shall be completed as follows:

- (a) first 300 pcs between April 30th – May 3rd 2020 depending on issuance of flight permit of the Customer for assigned diplomatic cargo;
- (b) second 700 pcs – between May 15th – June 5th 2020 depending on issuance of flight permit of the Customer for assigned diplomatic cargo and transfer of all goods to Tianjin city.

with final dates subject of confirmation by the Customer to the Supplier.

3.2 The Supplier shall send the Goods to the following agreed place of performance for customs clearance and loading to assigned cargo flight:

TSN airport – Tianjin International airport (the "Place of Performance").

3.3 The Customer agrees with sending the Goods through the carrier. The Goods shall be delivered on the day of their takeover by the Customer at the Place of Performance. The Customer is arranging directly the diplomatic cargo aircraft and bears costs related to the logistics related to the delivery of the Goods and issuance of flying permit.

3.4 The risk of damage to the delivery passes to the Customer upon takeover of the Goods on the day of delivery according to Clause 3.3 of this Agreement.

3.5 The Customer is obliged to confirm the delivery note upon receipt of the Goods and send one copy of the delivery note immediately to the Supplier's address.

- 3.6 Ownership to the Goods passes to the Customer on the day of full payment of the Purchase Price to the Supplier's bank account.
- 3.7 The Customer acknowledges that Chinese government will have official holidays between May 1-5 2020 which may have a delay impact on the delivery of the Goods and both Parties will align the delivery plan accordingly.

4. CONFIDENTIALITY

- 4.1 Each Party undertakes that it shall not at any time during this Agreement or after the term of this Agreement, disclose to any person any confidential information, which shall mean particularly (i) any and all information obtained by the Party in connection with this Agreement and other related negotiations with the other Party, (ii) other Party's know-how, or (iii) information concerning Party's business, affairs, customers, clients or suppliers ("Confidential Information"), except as permitted in this Clause 4.
- 4.2 The Party may disclose the other Party's Confidential Information exclusively in the following cases:
- (a) to its employees, officers, representatives or advisers who need to know such Confidential Information for the purposes of carrying out the Party's obligations under this Agreement. The Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with obligations hereunder;
 - (b) as may be required by law, to a court of competent jurisdiction or any governmental or regulatory authority.

5. NOTICES

Any written notice to be served hereunder shall be delivered by hand or sent by post to the Party to be served at the address given above or at such other address of which the Party to be served shall have notified in writing the Party serving the notice and such notice shall be deemed duly served when it is actually delivered (in the case of service by hand) or 7 (in words: seven) days after the day when it was posted (in the case of service by post).

6. COOPERATION

Each Party shall, at the request of the other, execute, acknowledge, deliver and file without further consideration, all further assignments, conveyances, endorsements, powers of attorney, consents and other documents and take such other action as may be reasonably requested to consummate the subject matter contemplated by this Agreement.

7. AMENDMENTS

This Agreement may not be modified, amended or changed in any respect except in writing duly signed by all Parties.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter described herein and supersedes any previous agreements between the Parties relating to the subject matter hereof.

9. SEVERABILITY

If any provision of this Agreement is found by any competent authority to be invalid, ineffective or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect. The Parties shall execute amendments to this Agreement necessary in order to achieve the same or, if not possible,

the closest possible effect to that of the respective invalid, ineffective or unenforceable provision.

10. NO WAIVER

Any failure or omission to exercise any entitlement or right arising from this Agreement shall not constitute and shall not be construed as a waiver of such entitlement or right, unless explicitly performed in writing by an entitled person acting for or on behalf of the relevant Party. A waiver of any entitlement or right arising from this Agreement shall not be construed as a waiver of any other entitlement or right. Any extension of a period for the fulfilment of any obligation or performance of any act under this Agreement shall not be construed to be an extension of a period for the fulfilment or performance of any other obligation or act under this Agreement.

11. NO ASSIGNMENT

Neither of the Parties may assign its rights and obligations under this Agreement to a third party without the written consent of the other Party.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 The validity, interpretation and construction of this Agreement shall be governed by Hungarian law.

12.2 The Parties agree to use their best efforts to settle any dispute arisen under or in connection with this Agreement ("Dispute") amicably. If the Parties fail to resolve a Dispute amicably, the Dispute, including the issues of validity, interpretation, settlement or termination of the rights stemming from this Agreement shall be referred to a Hungarian court having the subject matter jurisdiction.

13. FINAL PROVISIONS

13.1 Unless expressly provided otherwise, each Party shall bear its own expenses incurred in connection with or as a result of fulfilment of its obligations ensuing from or related to this Agreement.

13.2 This Agreement shall become valid and effective upon its signing by all Parties and it shall be binding upon their successors as well.

13.3 This Agreement has been executed in two (2) counterparts in English version.

The Parties hereby expressly acknowledge that they enter into this Agreement as their free act and deed, in witness whereof they attach their respective signatures hereunto.

SIGNED BY AUTHORIZED REPRESENTATIVES:

In _____ on _____

In _____ on _____

ProFound Bratislava, s.r.o.
Osadná 267/2, Bratislava 831 03
Slovakia
IČO: 50 044 818 IČ DPH: SK2120150582

Name: Mrs. Beatrika Ličáková
Function: Managing director



Name: Dr. Csaba Balogh
Function: Minister of State
Ministry of Foreign Affairs and Trade