

COOPERATION AGREEMENT No. 1

Chisinau, Republic of Moldova

December 23, 2022

COOPERATION AGREEMENT drawn up between **ÎM "VINARIA PURCARI" SRL** (hereinafter referred to as "Purcari Wine") represented by Eugen Comendant, acting on the basis of the POA no. 2-1107 dated 30.04.2021, and **Esperanza Resort**, represented by General director Sima Giržadaitė (hereinafter referred to as "Hotel") on the other hand, WHEREAS **Purcari Wine** desires to engage the services of the **Hotel** on the terms and conditions hereinafter set forth, and WHEREAS the **Hotel** is ready and willing to furnish his services on the said terms and conditions.

1. NATURE OF SERVICES

1.1. **Purcari Wine** engages the cooperation with the **Hotel** in order to present the production of **Purcari Wine** in Lithuania to HORECA professionals during a special Moldovan cultural evening and wine tasting in the premises of the **Hotel**.

1.2. The **Hotel** undertakes to organize on its premises a special Moldovan cultural evening and wine tasting of **Purcari Wine** for invited guests and HORECA sector representatives (hereinafter referred to as "event").

1.3. Provisional dates of the event September-October, 2023. Exact dates/times will be planned and confirmed through a dialogue between **Purcari Wine** and **Hotel**, including through emails.

1.4. **Purcari Wine** contribution to the event represents the wines that will be served during the event, calculated based on the number of participants. Also, **Purcari Wine** will provide a professional that will talk about the wines during the events and shall bear the transport costs to the event of that person.

1.5. All other expenses (including logistics), that are not stipulated in point 1.4., but which are necessary for the good organization of the event, will be borne by **Hotel**.

1.6. The Parties may supplement this agreement with additional clauses or sign a separate agreement that will further detail the commitments assumed by the parties (at their joint choice) on the basis of the present agreement.

1.7. After rendering the services, the **Hotel** shall provide to the **Purcari Wine** the act of providing services which will include the final list of provided services (with presenting the evidence regarding the provision of the respective services).

1.8. The list of guests who will participate in the events must be coordinated by the **Hotel** with **Purcari Wine**. In case of non-compliance with this obligation by the **Hotel**, the **Purcari Wine** in turn reserves the right not to perform its part of the obligations.

1.9. **Purcari Wine** must have the possibility to place promotional/communication materials inside the **Hotel** in compliance with requirements of the Alcohol trade and Advertising Law. The **Hotel** undertakes to provide all the necessary support so that **Purcari Wine** can freely exercise the rights set forth in the present point. In case of non-compliance with this obligation by the **Hotel**, the **Purcari Wine** in turn reserves the right not to perform its part of the obligations.

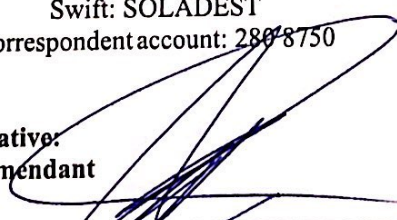

3. BUDGET

- 3.1. Event budget, questions of selecting the matching wines, wine delivery issues will be planned and discussed separately through a dialogue between **Purcari Wine and Hotel**.
- 3.3. Any additional expenses must be approved in writing in advance by both **Purcari Wine and Hotel**.

4. ARBITRATION

All disputes arising from or in connection with the performance of the Contract shall be settled through friendly discussion between the two Parties. In case no agreement is reached, the disputes shall be submitted to Court of Arbitration appropriate for the plaintiff's registered office, in accordance with the Rules of Arbitration of this Court. The arbitral award shall be final and binding. The arbitral tribunal shall be composed of a sole arbitrator, appointed upon joint agreement of the Parties or by the Chairman of the Arbitration Court. The arbitral tribunal shall settle the dispute in law, and the law appropriate for the plaintiff's registered office shall be applicable.

IN WITNESS, WHEREOF, the parties have concluded this contract and apposed their signatures, it being understood that it shall enter into force and become operative only on the exchange of signature by the two parties.

On behalf of the ÎM "VINARIA PURCARI" SRL	On behalf of the Hotel UAB "Esperanza Resort"
<p>Address: MD-4229, Republic of Moldova, Stefan Voda dist., Purcari village Identity nr.: 1003600072948 IBAN: MD93AG000000002251801237 Beneficiary bank: BC "MAIB" SA, "Petru Movila" branch SWIFT code: AGRNMD2X Intermediary bank: Landesbank Baden-Wurttemberg Stuttgart, Germany Swift: SOLADEST Correspondent account: 28618750</p> <p>Representative: Eugen Comendant</p> 	<p>Address: Paungurių k.1, Paungurių k. LT - 21282, Trakai r., Lithuania Company code: 304740086 VAT code: LT100011372413 Bank: AB SEB BANK A/S LT637044060008199344 SWIFT code: CBVILT2X</p> <p>Representative: Simā Giržadaitė</p> 

COOPERATION AGREEMENT No. 2

Chisinau, Republic of Moldova

December 20, 2022

COOPERATION AGREEMENT drawn up between **IM "VINARIA PURCARI" SRL** (hereinafter referred to as "Purcari Wine") represented by Eugen Comendant, acting on the basis of the POA no. 2-1107 dated 30.04.2021, on the one hand, and **Vila Komoda**, represented by **Karolina Vișniță** (hereinafter referred to as "Hotel") on the other hand, WHEREAS Purcari Wine desires to engage the services of the Hotel on the terms and conditions hereinafter set forth, and WHEREAS the Hotel is ready and willing to furnish his services on the said terms and conditions.

1. NATURE OF SERVICES

1.1. Purcari Wine engages the cooperation with the Hotel in order to present the production of Purcari Wine in Lithuania to HORECA professionals during a special Moldovan cultural evening and wine tasting in the premises of the Hotel.

1.2. The Hotel undertakes to organize on its premises a special Moldovan cultural evening and wine tasting of Purcari Wine for invited guests and HORECA sector representatives (hereinafter referred to as "event").

1.3. Provisional dates of the event September-October, 2023. Exact dates/times will be planned and confirmed through a dialogue between Purcari Wine and Hotel, including through emails.

1.4. Purcari Wine contribution to the event represents the wines that will be served during the event, calculated based on the number of participants. Also, Purcari Wine will provide a professional that will talk about the wines during the events and shall bear the transport costs to the event of that person.

1.5. All other expenses (including logistics), that are not stipulated in point 1.4., but which are necessary for the good organization of the event, will be borne by Hotel.

1.6. The Parties may supplement this agreement with additional clauses or sign a separate agreement that will further detail the commitments assumed by the parties (at their joint choice) on the basis of the present agreement.

1.7. After rendering the services, the Hotel shall provide to the Purcari Wine the act of providing services which will include the final list of provided services (with presenting the evidence regarding the provision of the respective services).

1.8. The list of guests who will participate in the events must be coordinated by the Hotel with Purcari Wine. In case of non-compliance with this obligation by the Hotel, the Purcari Wine in turn reserves the right not to perform its part of the obligations.

1.9. Purcari Wine must have the possibility to place promotional/communication materials inside the Hotel in compliance with requirements of the Alcohol trade and Advertising Law. The Hotel undertakes to provide all the necessary support so that Purcari Wine can freely exercise the rights set forth in the present point. In case of non-compliance with this obligation by the Hotel, the Purcari Wine in turn reserves the right not to perform its part of the obligations.

3. BUDGET

3.1. Event budget, questions of selecting the matching wines, wine delivery issues will be planned and discussed separately through a dialogue between Purcari Wine and Hotel.




3.3. Any additional expenses must be approved in writing in advance by both Purcari Wine and Hotel.

4. Arbitration

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IN WITNESS, WHEREOF, the parties have concluded this contract and apposed their signatures, it being understood that it shall enter into force and become operative only on the exchange of signature by the two parties.

On behalf of the ÎM "VINARIA PURCARI" SRL	On behalf of the Hotel
<p>Address: MD-4229, Republic of Moldova, Stefan Voda dist., Purcari village Identity nr.: 1003600072948 IBAN: MD93AG000000002251801237 Beneficiary bank: BC "MAIB" SA, "Petru Movila" branch SWIFT code: AGRNMD2X Intermediary bank: Landesbank Baden- Wurtemberg Stuttgart, Germany Swift: SOLADEST Correspondent account: 280 8750</p> <p>Representative: Eugen Comendant</p> 	<p>KAROLIWA VICIOTE UAB UABIO KOKUVA 304433818 LT 1000 11348413 Vėžių G. 26 K1-9 PALANGA, LITHUANIA</p> 