

PARTNERSHIP AGREEMENT

Between

DPEX EUROPE SRL

and

MUVI EXPRESS SRL

Effective as of July 1, 2020

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT effective as of the July 1, 2020.

BETWEEN:

DPEX EUROPE SRL, incorporated under the laws of Romania.
(hereinafter "DPEX EUROPE")

OF THE FIRST PART,

- and -

MUVI EXPRESS SRL, incorporated under the laws of Republic of Moldova.
(hereinafter "MUVI EXPRESS")

OF THE SECOND PART.

WITNESSETH:

WHEREAS, the parties express the desire to enter into a partnership arrangement under which parties can provide the Services to each other

NOW THEREFORE, DPEX EUROPE and MUVI EXPRESS agree as follows;

Article 1 – PURPOSE

1.1 The parties hereto agree to develop an express parcel delivery network under which potential customers from Republic of Moldova would be able to receive and send international parcels;

1.2 The parties furthermore agree that the mutual sale and trade of their respective Services hereunder shall be accomplished in a manner to minimize the exchange or transfer of money between the parties.

1.3 MUVI EXPRESS becomes a logistical representative of DPEX EUROPE on the territory of Republic of Moldova. DPEX EUROPE can recall this right at any point.

Article 2 – SERVICES

2.1. The parties intend to offer express parcel delivery, as described:

NAME	Description
Deliveries to Moldova	DPEX EUROPE will include in their offerings the possibility to ship to Moldova for customers from other countries. Using its own transportation (or supplied mutually with MUVI EXPRESS), DPEX EUROPE will ship parcels to Moldova. MUVI EXPRESS will provide services for customs' clearance and 2door delivery.
Deliveries from Moldova to other Countries	MUVI EXPRESS will include in their offerings the possibility to ship from Moldova for customers to another available countries, according to the list presented by DPEX EUROPE. Using its own transportation (or supplied mutually with DPEX EUROPE), MUVI EXPRESS will ship parcels to a delivered network hub operated by DPEX EUROPE. DPEX EUROPE will be further responsible for delivering in specified countries.

2.2 The goods shipped on the basis of current agreement should not be included in the list of prohibited goods at destination country

Article 3 – DELIVERY OF THE SERVICES

3.1 The Services provided under current Agreement can be supplied on regular basis or on-demand, according to requests from and/or to each side.

3.2 The Delivery of the Services should be available as soon as possible, taking into consideration the legal proceedings, software integrations, logistics routes, documentation unification and standardization as a result of current agreement.

3.3 DPEX EUROPE shall provide MUVI EXPRESS with the documental proofs it operates as an international express parcel and freight operator.

3.4 The parties acknowledge that an important step in providing the services represents the software integrations for real-time track-trace and both sides will put effort to provide the necessary tools for it.

Article 4 – PRICE OF SERVICES

4.1 The parties will develop a common pricing policy for provided services towards third parties – customers which will benefits the Services.

4.2 All prices of Services shall be quoted in EURO.

4.3 The parties can add local surcharges for provided services at destination country (customs' clearance surcharges, warehousing, unloading services...)

4.4 Each side will collect full payments for provided services towards customers and distribute it with the other side of the current Agreement as specified.

Article 5 – PAYMENTS

5.1 The parties will develop a cost- and profit-sharing scheme of provided services. The scheme will become part of this Agreement.

5.2 Each month, parties will perform verification of provided services, costs and profit sharing. After the acceptance of Services will take place, the payments' accounts will be compensated and the difference will be paid accordingly to provided invoice.

5.2 Payments will be transferred in EURO.

Article 6 – EFFECTIVE DATE

6.1 This Agreement shall remain in effect for the period starting with the signature of both parties until the mutual obligations herein have been completed.

6.2 This Agreement is subject to the receipt of all necessary governmental approvals, consents, licenses and authorizations to the satisfaction of the parties. If all necessary governmental approvals, consents, licenses and authorizations have not been received, this Agreement shall become null and void.

Article 7 – TERMINATION

7.1 The Agreement may be terminated in any of the following cases:

- A) By mutual agreement in writing of the parties;
- B) By the non-defaulting party, in the event of default by the other party in the due performance of its obligations under this Agreement, which default is not remedied within 30 days after receipt of written notice of default from the non-defaulting party;
- C) By the other party, in case that either party making an assignment for the benefit of creditors, or being adjudged bankrupt, or insolvent, or filing any petition seeking for itself any arrangement for dissolution and liquidation of its interests; or
- D) By either party, if a force majeure condition under Article 8 hereof makes it unreasonable to proceed with the Agreement in the foreseeable future.

7.2 Upon termination of the Agreement, neither party shall be discharged from any antecedent obligations or liabilities to the other party under the Agreement unless otherwise agreed in writing by the parties.

Article 8 – FORCE MAJEURE

8.1 Neither party shall be liable to the other party for nonperformance or delay in performance of any of its obligations under the Agreement due to war, revolution, riot, strike or other labor dispute, fire, flood, acts of government or any other causes reasonably beyond its control. Upon the occurrence of such a force majeure condition the affected party shall immediately notify the other party of any further developments. Immediately after such condition is removed, the affected party shall perform such obligation with all due speed, subject to termination under Article 7 hereof.

Article 9 – ARBITRATION

9.1 All disputes, controversies, or differences which may arise between the parties out of or in relation to or in connection with the Agreement or for the breach thereof, shall be finally settled by arbitration in Romania in accordance with the Commercial Arbitration Rules of Romania. The award rendered by arbitrator(s) shall be final and binding upon both parties concerned.


Article 10 – GOVERNING LAW

10.1 The validity, formation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the Romania.

Article 11 – MISCELLANEOUS

11.1 No claim or right of either party under this Agreement shall be deemed to be waived or renounced in whole or in part unless the waiver or renunciation of such claim or right is acknowledged and confirmed in writing by such party.

11.2 If any one or more of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected and in such case the parties hereto oblige themselves to reach the intended purpose of the invalid provision by a new, valid and legal stipulation.



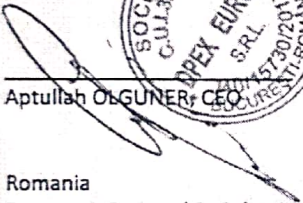
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11.3 Headings of Article and subsections of the Agreement are for convenience only and shall not be used in construing the Agreement.

11.4 Unless otherwise agreed by the parties, all notices, invoices and communications under this Agreement shall be sent to the parties at their addresses set forth in the last paragraph of the Agreement. All notices shall be sent by registered airmail and where circumstances require, notices may be sent by e-mail.

11.5 This Agreement constitutes the entire agreement between the parties, all prior representations having been merged herein, and may not be modified except by a writing signed by a duly authorized representatives of both parties.

IN WITNESS WHEREOF, the parties through their authorized representatives have executed the Agreement as of the date first above written.

DPEX EUROPE

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MUVI EXPRESS SRL

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