Fulfillment-UK Ltd hereinafter referred to as the company, and _____, hereinafter referred to as the client, have entered into this agreement.

1. THE SUBJECT OF THE AGREEMENT

1.1. After the client instruction, the company undertakes to carry out the following operations concerning the client goods at the company warehouse, in accordance with the current agreement:

1.1.1. Acceptance of the client goods at the warehouse of the company;

1.1.2. Dispatching of the client goods from the warehouse of the company;

1.1.3. Unloading and loading operations, goods issue, storage and accounting of the client goods in the exact same units, they were transferred for storage (pallets / boxes);

1.1.4. Make other markings of the client goods at his request;

1.1.5. If requested, draw up and conduct an inventory of the client goods in accordance with the previously agreed cost of the service;

1.2. The company provides the above services on the basis of a written application from the client, which is submitted via the client account in Ysell.pro software and contains the under Section 2.1. of this contract required information (hereinafter referred to as Ysell.pro software), as well as in accordance with the terms of this agreement, and the tariffs agreed in writing that can be found on the website https://fulfillment-box.com/prices/prices-uk/

1.3. Tariffs for the company services are agreed under Section 1.2. upon receipt of an application from the client.

2. PROCEDURE OF RECEIPT-TRANSFER OF GOODS

2.1. Acceptance of the client's goods to the company's warehouse is documented in digital form in Ysell.pro software, which the company will be providing for the client. Client's individual ID: _____. Individual link to the client's account in the software: _____.

2.1.1. Acceptance of the client goods at the company warehouse in accordance with the agreement specified by entering the actually accepted amount of goods into Ysell.pro software in real time.

2.1.2. The company provides the client with full and uninterrupted remote access to the Ysell.pro software during the entire agreement period.

2.2. The return of goods by the company to the client is formalized through the Ysell.pro software. The company warehouse creates a document (bill) for return/handover at the behest of the client. This document is created in paper form, scanned thereafter and attached in Ysell.pro software.

2.3. The dispatch of the client goods from the company warehouse to third parties is documented in digital form in Ysell.pro software by means of order creation through the client (order/shipment).

2.4. Expensive goods with an insurance value = buying price over 999.00 GBP such as laptops have

a higher handling fee compared to regular goods. The higher insurance value and higher risks are the reason for this. The current surcharge for expensive goods can be found in your Ysell.pro account pricing scheme. Any changes to these fees have to be submitted to the client at least 30 business days in advance.

2.5. In the event of disputes between the company and the client regarding the goods accepted by the warehouse and/or returned, issued or dispatched goods, the documents accepted for confirming the client claims are also the documents obtained from the internet (in particular the screenshots (prints) of materials made by the client, including those from the Ysell.pro software).

3. OBLIGATIONS OF THE COMPANY

3.1. The company undertakes to provide the following services as requested by the client:

3.1.1. The company receives the goods within 3 (three) business days from the date on which the client requests the delivery of the client Goods to the company warehouse in the Ysell.pro Software in accordance with Section 4.1. of this contract (max. 3 (three) business days, if shipment is created and everything has arrived at our warehouse);

3.1.2. Storage of goods in the company warehouses depends on their quantity and class. The right of the company to designate the storage type (number of cubic meters / number of cells or places on the shelf / number of pallets) remains reserved. (The cost of storing of goods remains fixed only in case of regular movement of goods, i.e. their shipping / forwarding, if a major amount (above 70 %) of goods are stored without any movement in the warehouse of the company for more than three months, the cost of its storage will be increased by 40% of the fixed storage price after the third month of storage);

3.1.3. Preparation of the goods for shipment, i.e. sorting, picking, packaging; the shipment of goods is carried out by the company warehouse one day after the client has created the order in Ysell.pro software. The shipment of goods on the day of order receipt/creation is carried out by the company warehouse only after an individual agreement with the client;

3.1.4. Loading and issue of the goods and;

3.1.5. Registration of accompanying documents for the dispatch of goods at the client request. An additional fee will be charged, about which it was agreed in advance by the parties.

3.2. Acceptance of the goods at the warehouse is carried out according to the goods amount and in the packages (boxes / pallets), which are specified in the transfer documents of the transport company intended for the company warehouse.

3.2.1. Acceptance of the goods at the warehouse is carried out according to the goods amount and in packages (boxes / pallets) specified in the Ysell pro software.

3.2.2. Goods are only accepted for pallet storage on pallets (Europalleten (E-PAL)) with following dimensions: length - 120 cm, width - 80 cm, height - 180 cm. If the goods arrive on pallets of a different size, upon receipt, the warehouse will transfer the goods to pallets of the specified size, charging the hourly rate for them. Broken or one-time used pallets will have to be replaced by the Prep Center/warehouse and this incurs a fee of pallet preparation per pallet for this service.

3.2.3 If the goods arrive at the company warehouse in large quantities and on pallets, but they are to be stored as boxes, the company (warehouse/Prep Center) does not

count the boxes during their pickup from the driver due to the limited time. It only states on the bill of lading that the goods are accepted on pallets, the number of pallets and that the boxes have not been recounted.

3.3. The company is not responsible for the contents and their quantity in the indicated boxes / pallets / other agreed cargo units, in which the goods arrive for storage, however the company is obliged to check its external condition and number of such cargo upon receipt. This does not apply when goods were accepted in single units, and not in boxes or pallets.

3.4. In case of discrepancies of the actual goods with the goods amounts indicated in the transfer documents, or in case of damage, the company warehouse records the actual data in the transfer documents and using the Ysell.pro software.

3.4.1. In case of discrepancies of the goods with the number of places indicated in the transfer documents or damage, the company notifies the client in writing by attaching a photo of the affected goods. Contact is established through the individual client support chat within the Ysell.pro software.

3.4.2. The company has the right, upon written agreement with the client, to autonomously handle the goods, in accordance with the procedure established by the company and/or UK law. This includes selling, destroying or transferring goods to third parties without the mediation of a court, if those goods pose a threat to people or other products or have a negative impact on the environment.

3.4.3 The company undertakes to protect confidential information about the client, his activities and the goods.

4. OBLIGATIONS OF THE CLIENT

4.1. The client agrees to notify the company in advance (no later than 2 calendar days) about the dispatch of goods by entering the shipment information into the Ysell.pro software. Failure to comply may result in penalties for warehouse space downtime.

4.1.1. In case of non-compliance with subparagraph 3.2.1 of this agreement, the company has the right to refuse the client in accepting and placing his goods at the warehouse.

4.2. To send goods from the warehouse or to carry out other operations, the client is obliged to provide his client number (client ID) and data of the goods.

5. TERMS OF PAYMENT

5.1. The client pays for all services provided by the company under the current agreement, according to the invoice in digital/electronic form sent by email, unless otherwise agreed upon. The invoice for all services provided in the current month is automatically created and sent to the client, at the first date of the following month.

5.2. Payment of the services is due within 5 calendar days, after the date of the receipt of the invoice in digital/electronic form sent via email, unless agreed otherwise. The client makes payment by transferring funds to a bank account, or using a previously agreed payment system.

5.3. The company shall provide services to the client only upon maintaining a deposit, which serves as a minimum guarantee for the payment of the company's services. The initial deposit amount shall be 200 GBP, and the company reserves the right to increase this amount based on the client’s monthly turnover. The client is required to pay the deposit invoice before the commencement of services. The company reserves the right to withhold the full deposit amount if the client fails to make timely payments for services rendered or does not use the company's services for a period of six (6)

months from the date of the last deposit payment. The deposit is non-refundable and may only be used to pay for the company's services. If the client resumes operations after the deposit has been withheld, they must replenish the deposit in full before services can be reinstated.

5.4. If the goods are removed from the company’s warehouse without storage (by providing only the receipt and transfer service of goods) or the remains of the goods that were in storage are removed, the client undertakes to pay for the services of the company before the export of the goods.

5.5. The client is obliged to keep track of their international shipments on their own: for all international orders, it is necessary to indicate the cost of one unit of the goods! If the total value of an international order is over 1000 GBP, a declaration must be filled out on the DHL portal. The client is obliged to notify the technical support team about such shipments in the individual support chat.

5.6. Invoices are paid in GBP, unless otherwise agreed by both parties.

5.7. During the term of the agreement, the company has the right to change the prices for services in accordance with the rules described in this clause. The company may change the agreed prices only for services provided by the company, and if it informs the client in writing and 30 (thirty) calendar days in advance, by sending new prices via email. If the client does not agree with the price change, he will notify the company by email within 30 (thirty) calendar days. If the client will refuse to accept the new prices, the company has the right to refuse providing services (accepting orders for execution) and is obliged to inform the client within 30 (thirty) calendar days before the planned date for contract termination. If the client did not send such a refusal, the company would have the right to consider the new prices accepted.

5.8. The company has the right to retain the goods stored in the warehouse and the documents of the client in case of the breach of obligations of payment under the current contract and until their complete fulfillment. Therefore, the company is obliged to inform the client about the debt in writing. If the client fails to pay the invoice within thirty days after the expiration of the payment deadline and receipt of a written notification of the debt, and also, if both parties fail to reach a solution within 120 days calendar days in a contractual manner, all disputes and disagreements will be resolved in accordance with the UK law.

6. WARRANTY

6.1. The client guarantees timely payment in accordance with section 5 of the agreement.

6.2. The company guarantees the safety of and bears full financial responsibility for the goods accepted for storage, as well as the conditions necessary to ensure the further use of the goods for their intended purpose until their expiration date. The company has no right to use the property accepted for storage.

7. DURATION OF THE CONTRACT

7.1. The current agreement is concluded for a period of 1 year and comes into force at the moment of its signing. The agreement is automatically extended for one more year, unless otherwise agreed by the parties.

7.2. After the expiration, the agreement will be automatically renewed, unless otherwise agreed by both parties.

7.3. The parties may terminate the agreement before the expiration date by notifying the other party in writing, one month before the planned termination date.

7.4. At its discretion, the company may cease the fulfillment of obligations without prior notification after the client delay in paying the invoice.

8. LIABILITY OF THE PARTIES

8.1. During the acceptance of goods to the company warehouse:

8.1.1. If the packaging will allow the identification of the goods by name, number of warehouse racks and weight with the data specified in the client application, the company is responsible for accepting the goods to the warehouse and its processing, in accordance with the clauses of this agreement;

8.1.2. If the goods arrive in integral packaging (welded pallets or boxes, etc.), in which it is not possible to check the conformity according to the application, the company accepts the client goods in accordance with the number of places (packages) presented in the application.

8.2. In the event of theft, destruction or damage of the client goods stored in the company warehouse, the company is obliged to reimburse the client for the losses within ninety calendar days. The reimbursement is based on the goods prices from the time they were accepted at the company warehouse. Those prices are specified by the client using the Ysell.pro software.

8.3. If, as a result of damage, the goods can not be used for their intended purpose, the client will have the right to refuse those goods and demand a reimbursement of its full value (based on the purchase invoice prices) specified by client in the Ysell.pro software upon their arrival at company warehouse.

8.4. The company is liable for damage to or loss of the client goods within the limits of the purchase invoice prices.

8.5. The company is not responsible for the correctness of the data of the goods specified in the application and other documents, its legality and compliance with all norms and requirements provided for by UK law.

8.6. The company is not liable for package deliveries and their quality provided by the partner companies (delivery companies). The responsibility for the parcel shipments is taken by the carrier (delivery company) and its courier from the moment when the parcel was handed over from the warehouse to the relevant carrier (delivery company).

8.7. The company is not responsible for the client setting up his account in software Ysell.pro, which can lead to errors if the settings are incorrectly selected and installed, for example, incorrect transfer of orders to the warehouse or lack of automatic transfer of orders from client to Prep Center, incorrect generation of invoices, incorrect generation of transport label and stuff, unless the setting are made following the company's instructions.

8.8. If one of both parties violates the terms of this agreement and the obligations assumed, resulting in damages to the other party, the responsible party is liable for the compensation for all losses incurred, unless provided otherwise.

8.9. The termination of the agreement does not release the responsible party from the obligation to compensate for losses.

8.10. The client is obligated to provide clear instructions at the beginning of the collaboration with Fulfillment-BOX regarding return and removal processing procedures, choosing one of the provided processing options. Return and Removal Processing Policy:

For new products:
a) Placing it in the warehouse; b) Disposal.
For used products:
a) Disposal; b) Placing it in the warehouse in "UsedlikeNew" condition.
If the product cannot be verified:

a) Disposal; b) Placing it in the warehouse in "Defect" condition.
If the product is unidentified:
a) Disposal; b) Placing it in the warehouse in "Defect" condition.
If the product is defective:
a) Disposal; b) Placing it in the warehouse in "Defect" condition.
In the absence of the necessary instructions for return and removal processing, the company is entitled to decide the further fate of the product according to the established rules (in accordance with clause 8.10.1).

8.10.1. In the absence of instructions from the client regarding return and removal processing, Fulfillment-BOX has the right to decide on the further fate of the product in accordance with the following rules:
Product condition - "New": a) Placing it in the warehouse with New condition.
Product condition - "Used": a) Disposal.
Product condition - "Unverifiable": a) Disposal.
Product condition - "Unidentified": a) Disposal.
Product condition - "Defect": a) Disposal.

9. CLAIMS

9.1. In case of violation of the terms of this agreement, each of the parties has the right to file a claim to the other party within one hundred twenty calendar days from the moment, when the affected party learned or should have learned about non-compliance with the terms or obligations.

9.2. The Party is obliged to consider the claim within 10 calendar days from the date of its receipt and submit proposals on terms for the settlement of the claim to the other party. In the absence of an arrangement, the dispute will be resolved in court in accordance with UK law.

10. FORCE MAJEURE

10.1. Neither party is liable for failing to fulfill the obligations of this agreement or a delay in its implementation, if said failure or delay will be due to unforeseen circumstances (Force Majeure). Within this agreement, unforeseen circumstances mean any laws, rules and orders issued by institutions of state power and administration, which interfere with the fulfillment of obligations; war, any civil disturbances, strikes, and other circumstances that impede the normal work of both involved parties; fires, floods and other natural disasters beyond the control of both involved parties. The affected party must immediately inform the other about the circumstances of Force Majeure and their consequences, as well as take all measures to reduce the negative consequences.

11. OTHER CONDITIONS

11.1. All changes and additions to this agreement will be valid and are an integral part of the agreement if they are made in writing and signed by both Parties.

11.2. This agreement is drawn up in two copies with equal legal force, one copy for each of the Parties.

11.3. The rights and obligations under this agreement, as well as the agreement itself, cannot be transferred to third parties without the consent of the Parties, with the exception of the UK state customs, financial and legal authorities.

11.4. The parties will take all possible measures to resolve disputes and disagreements that may arise during the implementation of the agreement. If the Parties do not come to an agreement through negotiations, all disputes and disagreements shall be resolved by the UK Court.

11.5. As communication channels under the current agreement the parties use email, messengers and legal addresses specified in Section 12 of the agreement.

11.6. The following annexe are attached to this contract as an integral part of it:

12. LEGAL ADDRESSES OF THE PARTIES

COMPANY:	CLIENT:
Fulfillment-UK Ltd 1 Marshbrook Close, Aldermans Green Industrial Estate Coventry CV2 2NW GB info@fulfillment-box.com Mob: +447999803357	**VAT ID**
Individual support chat of client:	
Bank account details: Barclays Bank Sort Code 20-03-84 Account No 53634574 SWIFTBIC BUKBGB22 IBAN GB54 BUKB 2003 8453 6345 74	Bank account details:

_____	_____	_____	_____
(date)	*Signature (surname and name of the managing director)*	*(date)*	*Signature (surname and name of the managing director)*

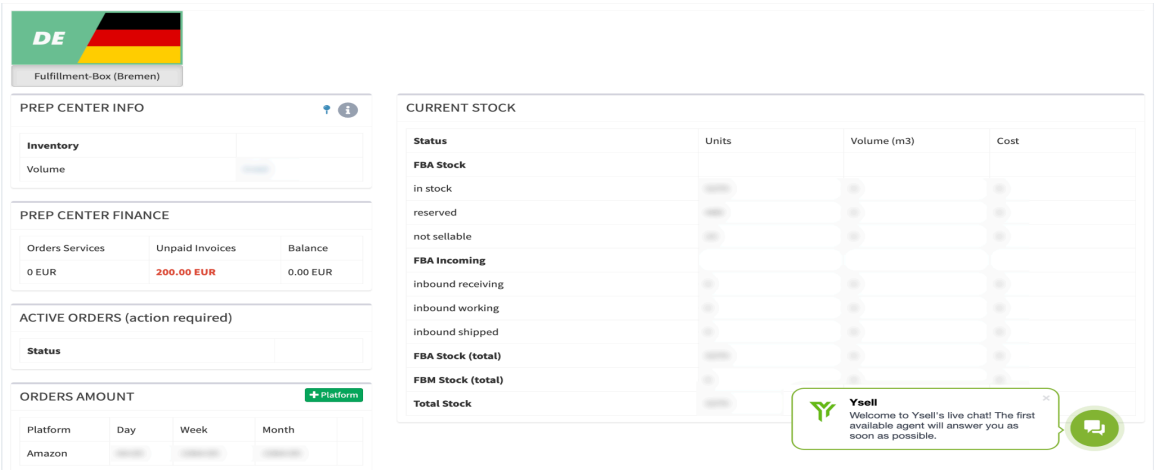
Attachment 1

Dear Customer,

We inform you that the company Fulfillment-Box only works with a prepayment system.

We only send your orders after a prepayment, i.e. a positive balance on your customer account that exceeds the total amount due for the orders, you have booked for shipping.

In your personal Ysell account you can see your balance and the amount due for your orders on the dashboard, at any time.



We ask you to monitor the amount of your balance yourself and if necessary to replenish it immediately after the money has been withdrawn!

We will start fulfilling our part of the contract for the provision of services immediately as soon as there is a sufficient balance in your account. After completing the service we will issue an invoice the amount of which will be offset against your deposit.

For information on how to replenish your account please see the bottom of this page:

https://wiki.ysell.pro/doku.php?id=en:deposit

Kind regards

Fulfillment-Box