

SELLER AND PURCHASER AGREEMENT

REF: TUA/JP/SPA00220

This Seller and purchaser agreement (the "Agreement") is made on the 1st January 2021
BETWEEN

Tree Uganda Academy, Trading as TUA, registered at URSB (Uganda Registration Service Bureau), with registration No.1160/15, at P.O BOX 11, Kihhihi, Kanungu District in Uganda hereinafter referred to as "TUA", and which expression shall unless repugnant to the context thereof mean and include its Affiliate, successors and permitted assigns;

AND

Jade Products Ltd, Trading as Orkin of London, registered in England and Wales with registration No 2600409, at unit 2 POPIN Business Centre, South way, Wembley, United Kingdom, HA9 0HB, hereinafter referred to as "JP", and which expression shall unless repugnant to the context thereof mean and include its Affiliate, successors and permitted assigns;

WITH

Savara International Ltd, registered at URSB (Uganda Registration Service Bureau), with registration no. 80010001229170, at P.O BOX 20065, Kira Road, Kampala, in Uganda hereinafter referred to as "Agent, Mutual witness, Collateral manager or Platform Supervisor and/or Savara", and which expression shall unless repugnant to the context thereof mean and include its Affiliate, successors and permitted assigns;

TUA, JP and Savara, may hereinafter, also be collectively referred to as "Parties" and Individually, as "Party"

1. INTRODUCTION

1.1 This Agreement sets out the terms of trade between TUA and JP, and is a binding contract between JP and TUA, and it sets out JP's and TUA's rights and obligations with respect to Sales and Purchases of Products as defined in the purchase order that may be presented by either party, from time to time.

1.2 In executing this Agreement, both parties agree to adhere to, and be bound by, all of its terms.

2. DEFINITIONS

In this Seller and Purchaser Agreement:

2.1 SPA means this Seller and purchaser agreement between JP and TUA.

2.2 Purchaser or seller means an organization accepting these Seller and purchaser agreement Terms and Privacy Policy; and willing to trade with or as either party.

2.3 Purchaser means the party who buys Products made available by seller.

2.4 Transaction Account means the money transaction account that seller and purchaser uses for the Purchase or Sale of products to each other.

2.5 Transaction Ledger means the purchase and sales transactions records of the transactions between seller and purchaser.

2.6 Seller may also mean a General Seller and an Exclusive Seller.

2.7 Act as an investor means the party financing a transaction before final accounts are settled between the purchaser and the seller.

2.9 Platform means, the Webfarm CDMS (Community Development Management System) which manages the sources of products that will be traded between TUA and JP, including associated websites and apps, and may, from time to time hereafter, include pages hosted at other domains and identified by TUA and JP as forming part of the platform;

2.10 Platform Agreement means any other agreement JP may enter into with TUA in connection with activities in the platform.

2.11 Awega SCI means the Sustainable Communities Initiatives to which TUA has subscribed to under whose future benefits and successes of this agreement shall be credited.

2.12 Agent means an individual or a corporate who acts on behalf of either party, or oneself or a registered legal entity.

2.13 Mutual witness, Collateral manager or Platform Supervisor means the independent third party appointed to witness this agreement and to facilitate the management of this agreement.

3. BINDING TERMS

In good consideration of the warranties, promises and mutual covenants herein set forth, both parties understand and agree upon the terms and conditions for the Seller and purchaser of Products from one party to the other party as follows:

3.1 Both parties and their authorized representatives whose signatures appear herein, were all duly given full corporate authority by their respective company to enter into the current SPA, and have duly complied with all the legal formalities and requirements of laws of their respective countries for this type of SPA, and further agree to be bound by other internationally applicable commercial laws on matters related to contract dispute and resolution.

3.2 TUA duly nominates Ivan Mushana as the Signatory for the seller, when selling and purchaser when buying.

3.3 JP duly nominates Thomas Otieno as the Signatory for the Purchaser when buying and seller when selling.

3.4 Savara duly nominates Gerald Muwonge as the Signatory for the Agent when when transacting business on behalf of the seller and purchaser.

3.5 Purchaser, under full authority and responsibility, declares that they have the clear and qualified right to purchase Seller's Products as per Agreement for the agreed price and terms herein agreed and that;

3.6 The purchaser guarantees that they have the means and/or the sources to legally buy the Products from the seller.

3.7 The purchaser guarantees to settle destination costs including cost of freight and handling at the destination port.

3.8 Seller, under full authority and responsibility, declares that they have the clear and qualified right to sell the Products at their free disposal and that they guarantee that they have the means and/or the sources to legally sell the Products to the Purchaser.

3.9 Purchaser and the Seller agree that this agreement is fully executed only after the Purchaser's representative, the Seller's representative and the seller's agent, counter sign this SPA.

3.10 Purchaser and the Seller agree that this Agreement is Non-Transferable, Non-Assignable by either the Purchaser or the Seller.

3.11 Purchaser and the Seller acknowledge that they had an adequate opportunity to read and study this agreement, to consider it, to consult with attorneys if they so desired.

3.12 Seller and purchaser agree that there has not been any illicit, illegal or unethical means taken to enter into this agreement and both parties do so in their own free will, and that both parties have followed due procedures accordingly

3.13 Both parties therefore indemnify each other of any such possible violation of any of the laws and provisions that govern this agreement except for those arising due to criminal negligence or as shall be determined by a court of law

3.14 Both parties hereby agree that it is critical to maintain the terms of this agreement through constant communication in order to maintain a diligent business relationship regarding the status of transactions, consignments, documentation and processes.

4. WARRANTIES BY THE SELLER TO THE PURCHASER

4.1 Seller agrees to sell to the Purchaser under the Terms of this Agreement upon receipt and verification of Purchaser's Purchase order and warrants Products consistency in quality and quantity.

4.2 Seller warrants that the commodities are legally acquired, and that there was no infringement or violation whatsoever of any laws and/ or regulations governing, sourcing and procurement, fair trade and human rights, Money laundering, and other illegal means in handling the Products.

4.3 The Seller warrants that it shall source and export products comply with international standards as shall be inspected and verified by relevant regulating and or authorized inspecting and clearing agents.

5. WARRANTIES BY THE PURCHASER TO THE SELLER

5.1 Purchaser warrants settling accounts due upon receipt of invoice presented by Seller's agent; invoice shall include costs of products, handling and freight from the originating country to the destination port under the Terms of this Agreement.



5.2 Purchaser warrants under full authority and responsibility that they have the ability to facilitate the purchase of Products under the terms and conditions of this agreement with clean funds, freely tradable and not of criminal origin.

5.3 Purchaser warrants that they will continue to update the seller on specifications and quantities of Products required and maintain a consistent demand for the Products, in the long term.

6. TRANSACTION PROCEDURE

6.1 Purchaser, Seller and agent witness, execute this SPA and exchange original copies for filing by each party

6.2 Purchaser indicates products required by making an online purchase and completing the procurement process via www.awegaug.com where all transaction details/documents are generated accessible to all parties.

6.3 Seller makes necessary arrangements to deliver products to the purchaser's agreed port of entry or delivery destination in this case, Heathrow Airport if in the United Kingdom, or Entebbe airport and or Kihhi, Kanungu if in the Republic of Uganda.

6.4 Seller sends copies of documentation for each consignment, to the agent and purchaser via secure email addresses only, original copies to accompany each consignment.

6.4 Seller and purchaser will track the consignment and inform each other via secure email addresses only (No social media messages shall be guaranteed or accepted as form of notification.)

6.5 Purchaser acknowledges receipt of products and communicates the same, including any other reports via email to agent.

6.6 Upon receipt of invoice from Seller via agent purchaser makes payment to seller's appointed agent or a nominated bank within 48Hrs.

6.7 The cycle of transaction is completed and documents filed.

7. PRICE

Seller shall endeavour to secure the best prices for Products, based on market trends and factor in costs also based on mutually agreed methods of valuations. Market prices will be based on current trading Currency rates in Kampala and London.

7.1 One off orders: Seller shall quote and guarantee prices of the commodities on purchaser's purchase order for 24hrs, after which the seller shall undertake a price review and advise purchaser accordingly.

7.2 Recurrent orders: Seller shall quote prices of commodities depending on season trends, Products type, and volume and payment terms. High volume recurrent orders shall warrant seller to calculate prices based on an average derived from previous one (1) Month sales trend in tandem with payment terms as stated in part 8.2 herein.

8. QUANTITY AND QUALITY

Seller shall endeavour to maintain the best quality of products, and consistent quantity as a minimum requirement as described in the purchaser's purchase order.

8.1 In the case of unsatisfactory delivery of goods quality; the seller shall agree to offer a reasonable replacement of the goods or products, by way of a credit note at the price indicated at the time of delivery of the unsatisfactory goods or products.

8.2 In the case of a foreseeable delivery of a short order by the seller; the seller shall inform the purchaser 48 hours before delivery to allow the purchaser to make alternative purchase arrangements.

9. PAYMENT TERMS

9.1 One off Transactions: Purchaser shall, upon receiving seller's invoice (Transacted over the www.awegaug.com-marketplace), remit a deposit to cover freight, handling and other consignment costs to the seller's bank account by Telegraphic or electronic transfer and follow procedures stated in paragraph 6 herein.

9.2 Recurring transactions: Purchaser shall guarantee seller to settle all payments due, 14 days after purchase is completed for the purchase of Products to be collectively delivered or in individual consignments over a period of time not exceeding one (1) month.

9.3 Agent shall raise invoices for deliveries of consignments delivered, payable as stated in part 6.6 herein.

10. DOCUMENTS

Seller will provide the Purchaser with copies of the following; by secured email, Twenty-four (24) hours prior to each shipment of products:

10.1 A copy of consignment packing list confirmed by purchaser

10.2 A copy of the Commercial invoice issued by seller

10.3 Certificate of origin issued by issuing authority in the originating country

10.4 Phytosanitary certificate in the case of consumable products and or certificate of compliance in the case of equipment, machinery and other goods, issued by the issuing authority in the originating country

11. SPECIAL PROVISIONS

11.1 Terms and conditions contained in this SPA shall be assumed to have a bearing on the existing MoU between the Purchaser and seller for the implementation of the Awega SCI, under the Y4BIE program, in Kanungu, which supports Farmers who shall be the ultimate beneficiaries, in line with Fair trade and the UN's sustainable development goals.

11.2 The entire understanding of the parties herein is a culmination of the desire to implement Awega Sustainable Communities Initiative, using the Webfarm CDMS platform, regionally, effectively rendering this SPA part of a long term engagement, in Community development, and enhancement of social enterprise, for the benefit of all stakeholders.

12. CANCELLATION OF THE CONTRACT

Purchaser reserves the right to cancel this agreement if:

12.1 Goods or Products delivered by seller are not compliant to the regulatory requirements.

12.2 Either party fails to adhere to transaction procedures as prescribed in Paragraph 6.

12.3 Seller reserves the right to cancel this agreement if Payment, for fully delivered consignments, is not made by the purchaser as per 9.3 herein.

13. FORCE MAJEURE

13.1 Neither party shall be liable in damages or have the right to terminate this SPA for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. But in such any event both parties may agree on amendments of terms of this SPA to mitigate resulting loss.

13.2 Neither party shall be liable for any failure or delay in performance under this SPA (other than for delay in the payment of moneys due and payable hereunder) to the extent that the said failures or delays are caused by circumstances beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, sub-contractors, and carriers, or party to Substantially meet its performance obligations under this SPA, provided that, as a condition to the claim of no liability, the party experiencing the difficulty shall give the other party prompt written notice, with full details following the occurrence of the cause relied upon. But in such any event both parties may agree on amendments of terms of this SPA to mitigate resulting delays or inconvenience by setting out Dates by which previous performance obligations are rescheduled to be met in periods equal to the time lost due to any delay so caused.

14. NON-CIRCUMVENTION AND NON DISCLOSURE

14.1 The parties hereto agree not to circumvent any of the parties, herein, in any manner, whether directly, or indirectly, with reference to this agreement, or the selling and purchasing of the stated commodities.

14.2 The rights of parties facilitating this transaction shall be honoured by the signatories to this agreement, and the agreed service fees to contractors and facilitators to this SPA shall be paid to the beneficiaries only with the reference to and under the provisions of this SPA.

14.3 The parties agree to keep confidential all information about the parties to this agreement and about the transactions between them and abide by the Customary International Rules of Non-Circumvention and Non-Disclosure for a period of five (3) years from the date hereof.

14.4 The said non-circumvention and non-disclosure shall include, but not be limited to communicating with each other's banks, representatives, customs brokers or mandate(s). The understanding and accord of this subparagraph will survive the termination of this SPA.

15. BINDING AUTHORITY

This Agreement is binding upon the parties hereto, their assigns and successors and is signed by each party with full authority to act, enforceable in the legal jurisdiction of the Republic of Uganda and the United Kingdom (UK)

16. COUNTERPARTS

This agreement may be executed in one or more counterparts, each party may sign a separate copy of the same contract, each of which shall be deemed as original, and shall constitute one original. The same contract when individually signed by each party, in different places and time, is a binding and enforceable legal document.

17. DELIVERY OF CONTRACT

It is agreed that, this agreement shall be deemed delivered upon receipt of any electronic transmittal copy /facsimile copy or copies hereof that bears the signature of the parties. Such copy/copies and related documents are deemed as legally binding as delivered in their originals.

18. ARBITRATION

Any dispute arising shall be settled amicably if possible. If the parties fail to do so, they shall submit the matter to an independent arbitrator in Kampala Uganda. Each party agrees to bind itself to the ruling(s) of the court or arbitrator(s). And, that all legal proceedings shall be in the English language.

19. LANGUAGE TO BE USED

English language shall be used for all matters of this contract including all banking and legal matters.

20. LIABILITY OF THE PARTIES

It is herewith undertaken by the Parties to this Contract, that after acceptance of this contract, should anyone of the Parties default, the other party will have the right to claim all expenses caused in the pursuit of collecting funds and banking costs, due fees/ commission and all damages. The parties to this contract are the actual Seller, actual Purchaser and actual agent and/or their legal authorized signatories acting as representatives, or their assignee. No other party shall be accountable for any default thereof. The prevailing party in any lawsuit shall be entitled to recover reasonable fees and expenses. In any action or proceeding related to this Agreement, Jurisdiction and Venue shall be in the UK (United Kingdom).

21. NOTICES

Any and all notices required to be given by one party to the other party shall be given in the English language and in writing via secure email addresses, followed by phone call to verify receipt of notice, by the parties' representatives or signatories herein.

IF TO TUA

Email address: ivan@treeugandaacademy.com Tel. +256 785738236

IF TO JP

Email address: admin@londonorkin.com Tel. +44 208 902 7996

IF TO SAVARA

Email address: info@savaraint.com Tel. +256 774 275069

5

TUA/JP/SPA002 20

22. ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties. No changes, alterations or substitutions shall be permitted, unless by mutual agreement by the parties, presented in writing via secured email addresses or by hand by the party initiating the changes. If any provision of this agreement shall be held to be invalid, illegal and unenforceable or in conflict with any law of jurisdiction, the validity, legality and enforceability of the remaining provisions shall not, in any way be affected or impaired thereby. No changes, alterations or substitutions shall be permitted unless the same shall be notified in writing and signed by both parties.

23. MODIFICATION OF AGREEMENT

Except, as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Purchaser and the Seller. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

24. SIGNATORIES

IN WITNESS WHEREOF, this SPA which has been written on 7 pages has been duly signed on page no. 7, by the Parties hereto, in quadruplicate on the date of signature.

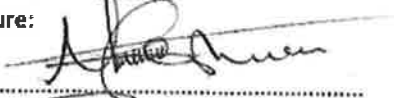
24.1 FOR TUA.

Authorized signatory:

Ivan Mushana

Title: Executive Director

Signature:



Date: 17/02/2021

24.2 FOR Mutual Witness:

Savara International Ltd

Authorized signatory:

Gerald Muwonge

Title: Managing Director

Signature:



Date: 24/02/2021

24.3 FOR JP

Authorized signatory:

Thomas Otieno

Title: Director of Business & Technical Services

Signature:



Date: 24/02/2021