

**AGREEMENT FOR THE SALE OF OXYGEN TREES SEEDLINGS
AGREEMENT FOR THE PLANTING
AND CULTIVATION SERVICES OF OXYGEN TREES**

concluded on April 8, 2024, in Krakow, between:

OXYTREE LASY PRYWATNE SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with its registered office in Krakow, at al. płk. Beliny-Prażmowskiego 27 lok. 8, 31-514 Krakow, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Krakow-Śródmieście, XI Commercial Division of the National Court Register under KRS number: 0000992057, using NIP: 6751770486 and REGON: 523110815, with fully paid-up share capital of PLN 30,000.00, represented by the President of the Management Board **Kamil Polański**, hereinafter referred to as **OXYTREE**

and, residing at, hereinafter referred to as **THE INVESTOR**

with the following content:

§ 1. SUBJECT OF THE AGREEMENT

The subject of the agreement is the sale of 100 seedlings of oxygen trees - *Paulownia elongata* x *Paulownia fortunei*, in accordance with the order placed by **THE INVESTOR**. The order is attached as **Annex No. 1** to this agreement. Each tree is of proper quality, fully healthy, and suitable for planting and cultivation. Each tree is free from any legal defects, including any third-party rights, encumbrances, or securities. Each tree is accompanied by a **plant passport**, regulated by **Regulation (EU) 2016/2031** of the European Parliament and the Council of October 26, 2016, on protective measures against plant pests, amending **Regulations (EU) No. 228/2013, (EU) No. 652/2014, and (EU) No. 1143/2014**, and repealing **Council Directives 69/464/EEC, 74/647/EEC, 93/85/EEC, 98/57/EC, 2000/29/EC, 2006/91/EC, and 2007/33/EC**.

§ 2. TRANSFER OF TREE OWNERSHIP

1. **OXYTREE** sells, and **THE INVESTOR** buys the trees at the price specified in section 2. The delivery and acceptance of the trees are governed by **§ 3** of the agreement.
2. The price per tree is **PLN 40.00 gross**, totaling **PLN 4,000.00 gross** for 100 trees.

3. Payment shall be made to **OXYTREE**'s bank account No. **94 8591 0007 0020 0095 8372 0001** within **7 days** from the date of conclusion of the agreement based on a proforma invoice sent to **THE INVESTOR** via email.
4. The transfer of ownership shall not occur before the full payment of the price by **THE INVESTOR**.
5. The day of payment shall be considered the day on which **OXYTREE**'s account is credited.

§ 3. SERVICE PROVISION

1. After the transfer of tree ownership, **THE INVESTOR** commissions **OXYTREE** to provide services related to planting and subsequent cultivation of the trees, and **OXYTREE** accepts this commission.
2. **OXYTREE** is obliged to:
 - Deliver the trees at its own expense and risk to the property described in section 3.
 - Unload the trees at its own expense and risk.
 - Prepare the land for planting, including soil cultivation, soil replacement if necessary, clearing, root removal, and stump grinding.
 - Plant the oxygen tree seedlings.
 - Maintain the oxygen trees, including periodic pruning and crown shaping.
 - Fertilize the oxygen trees.
 - Water the oxygen trees if necessary.
 - Monitor the health and stability of the oxygen trees.
 - Protect the oxygen trees from pests, diseases, and mechanical damage.
 - Remove oxygen trees unsuitable for further cultivation.
 - Perform maintenance work, including leaf and debris removal.
 - Conduct other tasks and procedures necessary to keep the oxygen trees in good condition.
 - Harvest the trees after **6 years** from planting.
3. **OXYTREE** is obliged to plant the trees within **30 days** from the payment date on the land leased by **OXYTREE**. The planting date may be postponed if weather conditions or the season do not permit planting within the agreed timeframe.
4. **OXYTREE** commits to cultivating the trees for **6 years** from planting, after which the agreement expires. Within **60 days** after the agreement expires, **THE INVESTOR** has the right to demand that **OXYTREE** purchase the trees at a price of **PLN 1,600.00 gross per tree**,

totaling **PLN 160,000.00 for 100 trees**, and **THE INVESTOR** is obliged to sell the tree(s) at the specified price. The costs of tree handover and collection shall be borne by **OXYTREE**.

5. **OXYTREE** reserves the right to extend the period mentioned in section 4 by **1 year** if at the end of the sixth year, a single tree does not yield at least **1 cubic meter** of wood. To be effective, **OXYTREE** must notify **THE INVESTOR** of the extension in documentary form.
6. **OXYTREE** shall plant and cultivate the trees **free of charge**.
7. **THE INVESTOR** is exempt from reimbursing any expenses incurred by **OXYTREE** for the proper provision of services.
8. **THE INVESTOR** is not required to provide **OXYTREE** with any advances, even if the provision of services requires **OXYTREE** to incur expenses.
9. **OXYTREE** undertakes to provide the services using its own materials, tools, and resources.
10. The trees are not an accessory to the land, meaning they remain the separate property of **THE INVESTOR**.

§ 4. FINAL PROVISIONS

1. This agreement has been concluded in **documentary form**, i.e., through the exchange of declarations of intent via email. The parties designate the following email addresses:
 - **THE INVESTOR:@gmail.com**
 - **OXYTREE: oxytree24io@gmail.com**
2. Any amendments to this agreement must be made in **documentary form** to be valid.
3. Matters not regulated by this agreement shall be governed by the **Civil Code** provisions.
4. Any disputes arising from the performance of this agreement shall be resolved by the **competent common court with jurisdiction over OXYTREE's registered office**.
5. All annexes form an **integral part** of this agreement.
6. The costs of concluding this agreement shall be borne by **OXYTREE**.

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THE INVESTOR

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OXYTREE