BUYING-AGENCY AGREEMENT

moversclan × Kollesie

14 clauses · Belgian law · Electronically signable

moversclan BV

REF: CT-HD-2026-001 · V1

BUYING AGENCY AGREEMENT

PAYMENT INFRASTRUCTURE, WAREHOUSING & EXPORT SERVICES

Dated: 20 May 2026

PARTIES

The Buying Agent (hereinafter "moversclan" or "Agent"):

moversclan BV, a private limited company incorporated under Belgian law, having its registered office at De Vunt 7, 3220 Holsbeek, Belgium,
VAT number: BE 1037513879 · KBO: 1037513879,
represented by Eduard Ichim, Director,
email: email@moversclan.com · tel: +32 486 40 79 58

The Principal (hereinafter "Kollesie" or "Customer"):

Kollesie,
having its registered office at 13, Oncheoncheon-ro 471beonga-gil, Dongnae-gu, Busan, Republic of Korea, Korea, VAT/Business Registration: 1894001462,
represented by Kim ah jin,
email: shopartiv@gmail.com

The Agent and the Customer are together referred to as the "Parties" and individually as a "Party." The Parties have agreed as follows:

RECITAL · INTRODUCTION

Farmax Global (Seoul / Busan operations) introduced the Parties to one another, shared reference rates as part of that introduction, and facilitated the initial meeting between them. Farmax Global is not a party to this Agreement, has not issued any guarantee, warranty, or letter of support, and assumes no obligations hereunder. Any future Farmax involvement is at the sole discretion of the Parties and Farmax.

CLAUSE 01 · APPOINTMENT

Appointment and Scope of Buying Agency

1.1 The Customer hereby appoints moversclan as its Belgian buyer-of-record solely for the purpose of (a) being named as the buyer on supplier invoices issued by European sellers for goods that the Customer has independently sourced, selected, and contracted to purchase, and (b) providing the payment, warehousing, customs, and export services described in Clause 2 below.

1.2 moversclan does not source, select, negotiate, or otherwise transact on behalf of the Customer with sellers. All purchasing decisions — choice of seller, item, price, and terms — are made exclusively by the Customer. The buyer-of-record appointment is a legal and VAT mechanism only (Articles 45–49 of the Belgian VAT Code) and does not confer any beneficial ownership of the goods in favour of moversclan. Title to all goods passes directly and immediately to the Customer at the moment of purchase.

1.3 Payment to sellers is effected by the Customer using the moversclan-issued virtual or physical card linked to the Customer's ringfenced Wise sub-account (see Clause 4). The Customer is responsible for transmitting moversclan's company details (legal name, VAT number, address) to each seller so that the supplier invoice is correctly addressed to moversclan as buyer-of-record.

1.4 moversclan may decline to accept buyer-of-record status for any specific purchase that moversclan reasonably determines to be commercially, legally, or ethically unsuitable, in which case the Customer may proceed using a different buyer.

2. SERVICES

moversclan will provide the following services under this Agreement:

Payment Infrastructure. Provide the Customer with a ringfenced Wise sub-account and a moversclan-issued virtual or physical card, which the Customer uses to pay sellers directly. moversclan is named as buyer-of-record on the resulting supplier invoices solely for the purpose of Belgian VAT recovery (Articles 45–49 of the VAT Code). moversclan does not source, select, or negotiate purchases on the Customer's behalf.

Warehousing. Receive, identify, and store goods at moversclan's facility at De Vunt 7, 3220 Holsbeek, Belgium. Goods are held in trust for the Customer and are segregated, tagged, and recorded in the inventory portal on arrival.

Photography & Inventory Portal. Photograph each item from at least four angles on receipt. Record dimensions (L×W×H in cm), weight (kg), supplier, purchase price, VAT rate applied, and date of receipt. Provide the Customer with 24/7 access to a private online inventory portal showing all stored items in real time.

Labelling & Grouping. Barcode each item. Group items by the Customer's custom batch tags (e.g. "SEOUL-A") to facilitate container planning.

Packing & Loading. Pack items into export cartons or crates suitable for ocean transport, load into 20' or 40' dry-van containers or LCL groupage, and prepare a packing list and cargo manifest.

Customs & Export. Act as Exporter of Record and file the Belgian EX1 export declaration on behalf of the Customer. Obtain any required export licences for antiques, CITES-regulated items, or cultural goods (costs passed through at cost plus administrative fee). Issue the commercial invoice and packing list required for Korean customs clearance at destination.

Freight. Arrange ocean freight from the Port of Antwerp (ANR) to the Port of Busan (PUS). Share the Bill of Lading (B/L) and Estimated Time of Arrival (ETA) with the Customer within 48 hours of vessel departure.

VAT Recovery. File quarterly Belgian VAT returns claiming input VAT on purchases made as buyer-of-record. Credit recovered VAT amounts (net of filing costs) to the Customer's ringfenced Wise sub-account within 30 days of receipt from the Belgian tax authority (FOD Financiën).

3. FEES & INVOICING

3.1 The Customer will pay moversclan the following fees for the services described in Clause 2. All amounts are in euros, exclusive of Belgian VAT (where applicable). For Korean B2B counterparties, services invoiced by moversclan to the Customer qualify for the zero VAT rate under the reverse-charge mechanism (Directive 2006/112/EC, Article 44).

SERVICE	FEE
Buying Agency Fee	5% of the net purchase price of each item purchased
Export Agency Fee	10% of the declared export value of each shipment
Warehousing	€10 per m³ per calendar month (or part thereof)
Warehouse Handling — Inbound (receipt)	€10 per m³
Warehouse Handling — Outbound (loading to container)	€10 per m³
Packing (only items that require it)	€80 per m³ — applied only to the volume moversclan actually packs (items arriving without removal-grade protection). Items already adequately packed by the seller are skipped.
Loading	€10 per m³ of total shipment volume (always applies — every item must be loaded into the container)
Export Drayage & Port Charges	At cost (typically €1,078 per 20' container)
Ocean Freight	At cost (indicatively €672 / 20' · €1,200 / 40' · subject to market rates)
Insurance (Optional All-Risk Rider)	2% of declared cargo value, if opted in by Customer
Customs Filing (EX1 & Packing List)	Included in Export Agency Fee
VAT Filing Administration	Included; no separate charge

Note on warehouse handling: Warehouse handling is charged BOTH on inbound (when goods arrive at our Holsbeek warehouse) AND on outbound (when goods are picked from storage and loaded to your container or truck). Total: ~€20 per m³ across the full storage cycle. This is standard EU forwarder practice.

3.2 moversclan will issue invoices for agency fees and service charges at the time of each shipment or monthly for storage charges. Invoices are payable by deducting from the Customer's pre-funded ringfenced sub-account balance, unless otherwise agreed in writing.

3.3 At-cost items (freight, drayage, export licences) are invoiced at the actual supplier invoice amount plus an administrative handling fee of €50 per shipment.

3.4 Fees may be revised by moversclan with 30 days' written notice to reflect material changes in market rates or operating costs. Shipments already in progress at the time of a fee revision remain priced at the pre-revision rate.

4. FUNDS FLOW & RINGFENCED SUB-ACCOUNT

4.1 Before any purchases are made, the Customer pre-funds its dedicated ringfenced Wise sub-account by wiring euros to moversclan BV's Wise EUR account: IBAN BE80 9055 5453 6677, BIC TRWIBEB1XXX, Wise Europe SA, Brussels. The payment reference must be "Kollesie prefunding" or such other reference as moversclan notifies from time to time.

4.2 Pre-funded amounts are held by moversclan as a customer-advance liability on its books — they do not constitute revenue until goods are purchased or services rendered. moversclan will issue the Customer a receipt and an advance invoice upon each funding receipt.

4.3 All purchases, fees, and at-cost expenses are deducted from the sub-account balance as incurred. The Customer can view its running balance at any time via the inventory portal or by request.

4.4 Recovered Belgian VAT is credited to the sub-account balance within 30 days of receipt from FOD Financiën. moversclan provides a quarterly VAT credit note for each credit issued.

4.5 If the sub-account balance falls below €1,000, moversclan will notify the Customer and may suspend purchasing activity until additional funds are received. In no event is moversclan obliged to make purchases that would exceed the available balance.

4.6 Surplus balance (after all invoices are settled and all goods have shipped) is refunded to the Customer's nominated bank account within 14 business days of a written refund request.

5. TITLE, RISK & GOODS IN TRUST

5.1 **Title.** Legal and beneficial title to all goods purchased under this Agreement vests in the Customer immediately upon purchase, notwithstanding that the purchase invoice is issued in the name of moversclan as buyer-of-record. moversclan holds all goods in trust for the Customer.

5.2 **Risk.** Risk of loss or damage to goods passes to the Customer at the moment goods are received at the Holsbeek warehouse. During storage, moversclan uses reasonable care but the Customer is responsible for ensuring adequate cargo insurance (see Clause 10). Risk transfers back to the Customer (or its nominated carrier) upon handover to the ocean carrier at the Port of Antwerp.

5.3 **Security Interest.** moversclan retains a lien over goods held at the warehouse only to the extent of any outstanding and undisputed fees owed by the Customer. This lien is extinguished upon payment of all outstanding amounts.

6. INVENTORY & AUDIT RIGHTS

6.1 moversclan maintains a full digital inventory of all goods held in trust. Each item record includes: item description, supplier name, supplier invoice reference, purchase date, purchase price, VAT rate, dimensions, weight, volume, group tag, and receipt date. Minimum four photographs are taken per item on arrival.

6.2 The Customer and its authorised representatives have 24/7 digital access to the inventory portal and may, with 48 hours' notice, conduct a physical audit of goods at the Holsbeek warehouse during normal business hours (Mon–Fri 08:00–18:00 CET).

6.3 Upon the Customer's request, moversclan will produce a signed stock report in PDF format within 5 business days. Such report is suitable for use as supporting documentation with financial institutions, insurers, or customs authorities.

7. CONTAINER LOADING & CUSTOMS

7.1 Container loading is planned jointly. The Customer approves the loading plan (item selection and grouping) before packing begins. moversclan confirms the final loaded volume and weight within 48 hours of loading completion.

7.2 moversclan files the EX1 export declaration in its own name as Exporter of Record under the EORI number registered in Belgium. A copy of the EX1 and the accompanying commercial invoice are provided to the Customer within 5 business days of customs release.

7.3 The Customer is responsible for Korean customs clearance at destination (Busan). moversclan provides all documents required for this purpose: commercial invoice, packing list, bill of lading, EX1 copy, and certificate of origin where required.

7.4 Estimated transit time from Antwerp to Busan is 30–40 days, subject to vessel schedule and routing. moversclan provides the Customer with the vessel name, voyage number, B/L number, estimated time of departure (ETD), and estimated time of arrival (ETA) within 48 hours of vessel departure.

8. CONFIDENTIALITY & INTELLECTUAL PROPERTY

8.1 Each Party undertakes to keep confidential all non-public information of the other Party (including pricing, customer identities, supplier relationships, and inventory data) and not to use such information except for the purposes of this Agreement. This obligation survives termination for a period of 5 years.

8.2 Photographs, inventory records, and reports produced by moversclan under this Agreement are shared exclusively with the Customer. moversclan retains copyright in such materials but grants the Customer a perpetual, royalty-free licence to use them for customs, insurance, and internal business purposes.

8.3 Neither Party may use the other's trade name, logo, or branding in any public-facing communication without prior written consent, except as reasonably necessary to identify the commercial relationship on formal documents.

9. COMPLIANCE — AML, CITES & EXPORT CONTROLS

9.1 **Anti-Money Laundering.** The Customer warrants that all funds prefunded to the sub-account originate from legitimate business activities and comply with applicable anti-money laundering laws. moversclan may request source-of-funds documentation and may suspend the relationship if satisfactory documentation is not provided within 10 business days.

9.2 **CITES & Protected Species.** The Customer shall not instruct moversclan to purchase any item that is or may be subject to the Convention on International Trade in Endangered Species (CITES) without first identifying the item as such and providing any required CITES documentation. moversclan is not responsible for CITES violations arising from the Customer's failure to disclose.

9.3 **Cultural Property & Antique Export Licences.** For items over 250 years old or otherwise subject to Belgian or EU cultural-property export restrictions, moversclan will apply for the required export licence on the Customer's behalf. Licence fees and administrative costs are charged at cost plus €150 per application.

9.4 **Sanctions.** Neither Party is a sanctioned entity under applicable EU, Belgian, UN, or US sanctions regimes. The Customer warrants that the goods purchased will not be used for any sanctioned purpose or re-exported to any sanctioned territory.

10. INSURANCE

10.1 moversclan maintains general liability and goods-in-custody insurance covering its warehouse operations at Holsbeek. However, this cover does not automatically extend to the Customer's goods at full replacement value.

10.2 The Customer is strongly advised to arrange its own all-risk cargo insurance for goods from the date of purchase through to delivery in Korea.

10.3 moversclan can arrange an all-risk cargo insurance rider at 2% of declared cargo value per shipment upon written request by the Customer. This rider covers goods from arrival at the Holsbeek warehouse through to discharge at the Port of Busan (warehouse-to-port coverage).

10.4 In the event of loss or damage to goods that are covered by insurance arranged through moversclan, moversclan will assist with the claims process but is not itself the insurer. Claims proceeds, if any, will be credited to the Customer's ringfenced sub-account.

11. LIABILITY CAP & EXCLUSIONS

11.1 **Cap.** moversclan's aggregate liability to the Customer under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, is limited to the total fees paid by the Customer to moversclan in the 12 months preceding the event giving rise to the claim.

11.2 **Exclusions.** Neither Party is liable to the other for:

- Loss of profits, revenue, business, or anticipated savings;
- Indirect, consequential, or special loss or damage;
- Loss or damage caused by force majeure events (see 11.3);
- Acts or omissions of third-party carriers, customs authorities, or sellers.

11.3 **Force Majeure.** Neither Party is in breach of this Agreement to the extent that performance is prevented by circumstances beyond its reasonable control, including war, pandemic, natural disaster, strikes, or government action.

11.4 Nothing in this Agreement excludes either Party's liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded by law.

12. TERM, TERMINATION & SURVIVAL

12.1 **Term.** This Agreement commences on the date of signature by both Parties and continues for an initial term of 12 months, unless terminated earlier. After the initial term, it continues on a rolling monthly basis until terminated.

12.2 **Termination for Convenience.** Either Party may terminate this Agreement at any time by giving 30 days' written notice to the other Party.

12.3 **Termination for Cause.** Either Party may terminate immediately upon written notice if the other Party: (a) commits a material breach that is not remedied within 14 days of written notice; (b) becomes insolvent or enters administration; or (c) engages in fraudulent or unlawful conduct.

12.4 **Effect of Termination.** Upon termination: (a) outstanding shipments in progress will be completed at the Customer's request and expense; (b) moversclan will return any goods remaining in the warehouse within 30 days (or as agreed); (c) the Customer will pay all outstanding fees and expenses; (d) moversclan will refund any surplus sub-account balance within 14 business days.

12.5 **Survival.** Clauses 5 (Title & Risk), 8 (Confidentiality), 9 (Compliance), 11 (Liability), 13 (Governing Law), and 14 (Electronic Signature) survive termination of this Agreement.

13. GOVERNING LAW & DISPUTE RESOLUTION

13.1 **Governing Law.** This Agreement is governed by and construed in accordance with the laws of Belgium, without regard to its conflict of law principles.

13.2 **Jurisdiction.** The Parties submit to the exclusive jurisdiction of the courts of Leuven (Rechtbank van Koophandel Leuven / Tribunal de l'Entreprise de Louvain), Belgium, for resolution of any dispute arising out of or in connection with this Agreement.

13.3 **Alternative Dispute Resolution.** Before commencing formal proceedings, the Parties agree to attempt to resolve any dispute through good-faith negotiation for a period of 30 days. If unresolved, either Party may refer the matter to the Belcham arbitration panel (CEPANI, Brussels) as an alternative to court proceedings. Arbitration is optional and requires written agreement of both Parties at the time of the dispute.

13.4 **Language.** This Agreement is executed in English. A Korean translation is provided for reference only; the English version prevails in the event of any inconsistency.

14. ELECTRONIC SIGNATURE & COUNTERPARTS

14.1 The Parties expressly consent to the use of electronic signatures for the execution of this Agreement. An electronic signature — whether typed, drawn on a touchscreen, or applied via a digital signature platform — constitutes a legally binding signature under Belgian law (Act of 7 July 2017 implementing EU Regulation 910/2014 on electronic identification and trust services, "eIDAS"), provided the signature is accompanied by adequate identity verification.

14.2 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one binding Agreement. Electronic execution via a platform that records the signatory's name, email address, timestamp, and IP address shall constitute a counterpart for these purposes.

14.3 The execution record for this Agreement includes: full name of signatory, email address, date and time of signature (UTC), and IP address of the device used. This record is stored securely by moversclan and is available to both Parties upon request.

14.4 By signing this Agreement electronically, each Party confirms that: (a) they have authority to bind the entity named above; (b) they have read and understood the Agreement in its entirety; and (c) they agree to be bound by its terms.

SIGNATURES

THE BUYING AGENT

moversclan BV

Eduard Ichim · Director

Eduard Ichim

Signed: 20 May 2026, 09:50 UTC

IP: 223.62.172.112

THE PRINCIPAL

Kollesie

Kim ah jin

Kim ah jin

Signed: 20 May 2026, 11:59 UTC

IP: 91.223.100.131

✅ **Contract fully executed**

Both parties have signed. This agreement is legally binding under Belgian law and eIDAS.