

INSURANCE CONTRACT
of business assets and business risks

№ 00785411035

Apr 15th, 2024

PRUDENTIAL FINANCIAL INC., hereinafter referred to as “ Insurer” represented by Richard Laberge who is acting on the basis of the Charter, from the one hand and **NEXTLEVELTRADE PTY LTD**, hereinafter referred to as “ Insured” represented by Ethan Vinson, entered this contract as follows:

1. SUBJECT OF THE CONTRACT

- 1.1. The Insurer in return for the insurance premium, stated by this Contract, insures the assets and business risks (including investing activities) of the Insured.
- 1.2. If the insurance event (-s) is (are) occurred, a list of which is stated by the provisions of the Contract, the Insurer is obliged to indemnify losses caused by such event(-s) and which can be in forms of the damage, loss or destruction of the Subjects of Insurance (pay insurance compensation), and / or resulting in commercial, situational risks of doing business by the Insured.
- 1.3. In both situations which are stated by the articles 1.1. and 1.2. of the Contract, the Insurer shall indemnifies losses within the amount of coverage specified in the Contract under the conditions provided for by the Contract and the Insurer's insurance rules.
- 1.4. The Insured in turn is obliged to fulfil its Contract obligations, which are specified by this Contract and shall not allow intentional acts of the occurrence of the insured events specified by provisions of the Contract.
- 1.5. Insurance rules are enforce to relations regulated by the Contract in a part that does not contradict the Contract.

2. INSURANCE OBJECTS

- 2.1. Insurance objects by this Contract are the property interests of the Insured that are not inconsistent with the legislation of the relevant jurisdiction, related to the possession, use and disposal of the property specified in clause 2.2. Contract (hereinafter - Insured property).
- 2.2. Additionally the Parties mutually agreed that the object of insurance under this Contract is the property interests associated with the occurrence of the Insured's losses from business activities due to breach of their obligations by the Insured's counterparties or changes in the conditions of this activity in circumstances beyond the control of the Insured.
- 2.3. For the purposes of the Contract, the insured subjects are: **NEXTLEVELTRADE PTY LTD**.
- 2.4. Types of entrepreneurial activity of the Insured: financial management.

3. INSURED EVENT, INSURANCE RISKS

- 3.1. Insurance events are damage, loss or destruction of the Subjects of Insurance, specified in this Contract, as a result of the following events (insurance risks):
 - fire;
 - interruptions in the power supply system to which the property is connected;
 - the action of water (flooding and other manifestations);
 - lightning strike;
 - falling of manned and / or unmanned flying objects, their parts;
 - Impact of land vehicles;
 - illegal actions of third parties;
 - natural disasters (hurricanes, earthquakes, floods);
 - explosion.

3.2. Parties additionally agreed that under insured events are also considered under the Contract:

- violation of its obligations by the counterparties of the Insured in the process of implementation by the Insured entrepreneurial activities;
- unforeseen circumstances inherent in the relevant market, which affected the performance of companies in which the Insurer invested funds;
- fraudulent and / or other unlawful actions of third parties that have influenced and caused negative consequences in the entrepreneurial activities of the Insured's companies.
- other changes in the conditions of entrepreneurial activity for the worse for the Insured party in circumstances beyond the control of the Insured.

3.3. Under the Contract are not insured events: loss, destruction or damage to the Subjects of Insurance, specified in this Contract, directly or indirectly caused and / or occurred in connection with:

- a nuclear explosion and / or radioactive contamination of the terrain on which the Insured property is located;
- war, hostile acts or actions analogous to the military (regardless of the fact of declaration of war), civil war, insurrection, military rebellion, revolution, illegal seizure of power, martial law;
- withdrawal, confiscation, nationalization, requisition, seizure or destruction of the Insured property upon the order of the state authorities;
- deliberate actions of the Insured, its representatives, employees, aimed at the occurrence of an insured event; non-fulfillment and / or violation of existing norms and regulations, as well as failure to take measures to prevent possible loss or damage to the Insured property;
- the commission by the employees of the Insured of a crime or an offense against the Insured property;
- fraud, loss of insured property, its shortage, found during inventory, waste, misappropriation, theft, committed without hacking (under the breach of the contract means penetration into the premises by hacking doors, windows or building envelopes, using keys or fake keys or other technical means, while forged keys are considered to be made on behalf of or with the knowledge of persons who do not have the right to dispose of genuine keys);
- defects and deficiencies of the Insured property, which were known to the Insured prior to the occurrence of the insured event;
- spontaneous combustion, fermentation, decay, shrinkage or other natural processes occurring in the Insured property.

3.4. According to the Contract, the loss, damage or damage to the Subjects of Insurance, costs or expenses connected with the Subjects of Insurance, directly or indirectly caused by any terrorist act defined in this clause, which resulted from it or have arisen due to or in connection with it, is not an insurance event, regardless of other reasons or events that contributed to this loss at the same time or another. Under the terrorist act for the purposes of the Contract, any actions or preparations for them are understood, as well as the threat of their commission with the aim of influencing government bodies and / or local self-government for political, religious, ideological and similar purposes, to intimidate all or part of the population of any state. -or either a person or a group of persons acting alone or on behalf of any organization, or associated with them, who:

- are accompanied by violence against one or more people

(or)

- are accompanied by damage to property

(or)

- endanger the lives of people other than participants in the above actions

(or)

- pose a threat to the health and safety of all or part of the population

(or)

- aimed at introducing into electronic systems or their destruction.

3.5. According to the Contract, the loss or damage to the Subjects of Insurance, the costs or expenses directly or indirectly caused by any actions for preventing or suppressing the terrorist act, or other response actions that resulted from it, is also not an insurance event.

3.6. The Parties shall understand under Losses as real damages, that is, expenses that the Insured has or will have to effect in order to eliminate the consequences of the insured event, as well as the lost profit, that is, the lost profits, which the Insured would have received under normal conditions of business activity.

4. INSURANCE AMOUNT, INSURANCE PREMIUM

4.1. The total insured amount under the Contract is equal to the residual book value of the Subjects of Insurance, and is: USD 738 000 000 (seven hundred thirty eight million). The insured amount is non-aggregate.

4.2. The insurance premium under the Contract is: the initial deposit of the Insured.

4.3. The form of payment of the insurance premium: by transferring funds to the Insurer's settlement account specified in section 11 of the Contract.

Insurance premium is paid by the Insured at the same time in full within a period not later than 15 (Fifteen) working days from the date of signing the Contract, on the basis of an invoice issued by the Insurer.

4.4. The day of payment of the insurance premium is the day when the funds are debited from the Insured's account.

5. TERM OF THE CONTRACT. TERMINATION OF THE CONTRACT

5.1. The Contract comes into force from the moment of its signing by the Parties and is valid until the expiry date of the insurance term, except for the obligations of the Parties related to the payment by the Insurer of insurance compensation in connection with insurance events that occurred during the insurance period. The date of the termination of the Contract, the Parties determined "28" June 2022.

5.2. The beginning of the term of insurance is 00 hours 00 minutes of the day of payment of the insurance premium, the duration of the insurance period is set at 3 (three) years.

5.3. Payment by the Insurer of insurance compensation on the basis of the Contract that has not entered into force is not made.

5.4. The insurance contract is terminated early, if, after its entry into force, the possibility of the occurrence of the insured event has disappeared, and the existence of the insurance risk has ceased due to circumstances other than the insured event, in particular - with the loss of the Insured property for reasons other than the occurrence of the insured event. In this case, the Insured is entitled to receive part of the insurance premium paid for the unexcited months of the operation of the Contract, less the costs incurred by the Insurer in the amount proportional to the remaining term of the Contract in months. When calculating the part of the insurance premium that is subject to return to the Insured, the incomplete insurance month is considered as complete.

5.5. In the event of early termination of the Contract on the initiative of the Insurer as a result of violation by the Insured of the terms of the Contract and / or the Insurance Rules, the Insured is entitled to receive part of the insurance premium paid by him for the unexcited months of the Contract, less the costs incurred by the Insurer in the amount of 50% of the amount proportional to the remaining term of the Contract in months. When calculating the part of the insurance premium that is subject to return to the Insured, the incomplete insurance month is considered as complete. If prior to termination of the Contract the Insurer makes payments in favor of the Insured on the basis of this Contract, the insurance premium shall not be returned to the Insured.

5.6. In the event of early termination of the Contract on the initiative of the Insured, the latter is entitled to receive part of the insurance premium paid for the unexpired months of the Contract in proportion to the remaining term of the Contract in months after deduction of expenses incurred by the Insurer. When calculating the part of the insurance premium that is subject to return to the Insured, the incomplete insurance month is considered as complete. In the event that before the termination of the Contract the Insurer makes payments in favor of the Insured on the basis of this Contract, the insurance premium shall not be returned to the Insured.

5.7. On the intention to terminate the Insurance Contract, the Parties are obliged to notify each other not less than 10 (Ten) working days prior to the expected date of termination of the Insurance

Contract, while the obligations of the Parties under the Contract are terminated with the exception of the obligations of the Insurer related to the payment of insurance compensation in connection with insurance events, which occurred during the term of insurance.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1. The Insured is obliged:

6.1.1. Pay the insurance premium in the amount and in the terms specified in paragraph 4 of the Contract;

6.1.2. To inform the Insurer of all circumstances known to him that are of significant importance for determining the probability of occurrence of the insured event and the amount of possible losses from its occurrence, if these circumstances are not known and should not be known to the Insurer;

6.1.3. To inform the Insurer of all concluded or concluded insurance contracts with regard to the Insured property;

6.1.4. During the effective period of the Contract, immediately inform the Insurer of the significant changes that have been made to the Insurer in the circumstances notified to the Insurer at the conclusion of the Contract, if these changes could significantly affect the increase of the insurance risk. Significant in any case, recognize the changes stipulated in the Contract and in the Insurance Rules transferred to the Insured, as well as in documents that are annexes to the Contract;

6.1.5. If an event occurs which, under the terms of the Contract, may be considered as an insured event, the Insured shall:

1) immediately inform about the event that occurred:

- fire - to the state fire safety authorities;
- illegal actions of third parties - to law enforcement bodies;
- Explosion or accidents in water supply, heating, sewage or automatic fire extinguishing systems - to the appropriate emergency services;
- collision of a vehicle - in traffic safety authorities.

2) take reasonable and accessible measures in the current situation to prevent or reduce damage and save the Insured property;

3) to keep the damaged property in the form in which it appeared after the event occurred before the Insurer's representative arrives. A change in the damage pattern is permissible only if it occurs for natural reasons, if it is dictated by security considerations, the alleged reduction in the amount of damage, or if such changes are made with the consent of the Insurer. In this case, the Insured is recommended to fix the picture of the event with the help of photographs, video shooting;

4) to provide the Insurer with the opportunity to inspect the damaged insured property, as well as to investigate the causes of the incident and determine the extent of the damage;

5) within 3 (Three) business days from the time of the event, which under the terms of the Contract can be considered as an insurance event, send a written application to the Insurer about the occurrence of this event. In the application the Insured is obliged to indicate:

- Address of the object;
- the date and circumstances of the occurrence of the insured event;
- the alleged causes of the occurrence of an insured event;
- actions of the Insured in the event of an insured event;
- estimated amount of losses;

6.1.6. To perform other duties stipulated by the Insurance Rules, if the Insurance Rules do not contradict the current legislation of the relevant jurisdiction and the Contract.

6.2. The Insured has the right:

6.2.1. To increase in agreement with the Insurer during the validity period of the Contract the total of the insurance amount if the property was insured for an incomplete insurance value or the value of the property increased, having issued an additional agreement to the Contract with payment of an additional insurance premium;

6.2.2. Use other rights provided by the Insurance Rules, if they do not contradict the norms of the current legislation and the provisions of the Contract.

6.3. The insurer is obliged:

6.3.1. Within 3 working days after receiving from the Insured a written application for an event that, under the terms of the Contract, can be considered as an insurance event, inspect the place of the insurance event and prepares an inspection report of the Insured property (hereinafter - Inspection Report). The inspection report is prepared and signed by authorized representatives of the Insurer and the Insured. The inspection report is drawn up to confirm the fact of causing damage to the Subjects of Insurance and is not regarded by the Parties as grounds for the Insurance Indemnity to be paid by the Insurer;

6.3.2. Within 3 (three) working days from the moment of drawing up and signing by the Parties of the Inspection Report and provision by the Insured of the documents specified in Paragraph 7 of the Contract, to draw up an insurance certificate that is a document confirming the occurrence of the insured event and within 2 (Two) business days from the moment drawing up of the insurance certificate to make an insurance payment in the amount determined by the Contract.

6.3.3. In case of refusal to consider the event as an insurance event, within the period specified in clause 6.3.2 of the Contract, notify the Insured in writing of the reasons for the refusal.

6.3.4. Perform other duties provided by the Insurance Rules.

6.4. The insurer has the right:

6.4.1. Check the presence and condition of the Subjects of Insurance;

6.4.2. To check the fulfillment by the Insured of the requirements and conditions of the Contract and the Insurance Rules;

6.4.3. To send inquiries to the relevant bodies upon the occurrence of an event which, under the terms of the Contract, may be considered as an insurance event, in order to establish the circumstances of this event;

6.4.4. If the Insured informs about the circumstances involving an increase in the insured risk, require the amendment of the terms of the Contract and payment of an additional insurance premium commensurate with the increase in risk;

6.4.5. Use other rights provided by the Insurance Rules.

7. PROCEDURE FOR PAYMENT OF INSURANCE INDEMNIFY

7.1. In accordance with the terms of the Contract, the insurance indemnity payment is made on the basis of the Contract and its Annexes, the written application of the Insured on the occurrence of an event which under the terms of the Contract can be considered as an insurance event, the Inspection Act, the estimate (calculation) of damage and other documents specified in this section of the Contract.

7.2. In confirmation of its interest in preserving the Subjects of Insurance, the Insured must provide documents confirming the right to own, use, dispose of the said property.

7.3. In confirmation of the reason for the occurrence of losses and for the Insurer's acknowledgment of the loss claimed by the Insured by an insured event, the Insured must provide the Insurer with the following documents:

a) upon the occurrence of losses as a result of a fire that occurred as a result of the operation of any of the insured risks:

- certificate of the state fire safety agency, a copy of the statement to initiate a criminal case and a copy of the statement to suspend the preliminary investigation or a copy of the statement to refuse to initiate a criminal investigation, an act of surveying the premises by the operational services;

- in the presence of fire alarm systems and (or) automatic fire extinguishing systems, documents issued by the state fire safety agency, confirming the serviceability of these systems at the time of the occurrence of the insured event;

b) when losses occur as a result of a natural disaster, as well as a lightning strike, a certificate from the meteorological service describing natural events (as of the date of occurrence of the event in the area of the incident) that caused damage and / or destruction of the insured property (in case of storm, the certificate should contain information about the average wind speed);

c) when losses occur as a result of water damage from water supply, heating, sewerage systems and similar systems, sprinkler and deluge fire extinguishing systems, an act of specialized services operating water and other similar engineering networks, describing the cause of the failure of these systems and determining the guilty party;

d) upon the occurrence of losses as a result of the explosion, a conclusion on the fact of the explosion prepared by representatives of the environmental, technological and nuclear supervision authority or other public authorities designed to supervise the operating conditions of power units, gas pipelines, etc., on the causes of the loss, indicating the technical defects, possible violations of the norms of exploitation and the perpetrators;

e) upon occurrence of losses as a result of illegal actions of third parties:

- a copy of the statement to initiate (on refusal to initiate) a criminal case;
- in the presence of protection by an external organization - a copy of the contract with the organization that provides property protection services;
- in the presence of security alarm systems - available documents confirming the serviceability of alarm systems at the time of the occurrence of the insured event; documents confirming the departure of the detention group;
- copies of official documents, as well as other sources of information of the security company about security actions during the burglary, robbery, robbery or intentional actions of third parties (or similar documents of the security services of the Insured);

f) in case of loss as a result of the collision of vehicles:

- copies of documents confirming the fact and circumstances of the incident of the road accident;
- a certificate of the road safety authority on the road accident according to the appropriate form.

The Insured is also obliged to provide copies of internal documents (in for of any kind of acts, protocols, explanatory notes, memos, reports and other documents) (if any) that have a direct or indirect relationship to the event that occurred and the resulting losses.

In all cases, when the bodies of the Ministry of Internal Affairs, prosecutors and other law enforcement bodies took part in the investigation of circumstances leading to the occurrence of losses, the Insured is required to provide a copy of the statement to initiate or refuse to initiate criminal proceedings.

7.4. The Insured is also obliged to apply documents that justify and confirm the amount of losses incurred, on the basis of which the amount of insurance compensation will be calculated, depending on the nature of the insured event. These documents, in particular, include:

- a) list of damaged, destroyed and / or lost property;
- b) documents confirming the value of damaged, destroyed and (or) lost property at the time of the event, which under the terms of the Agreement may be recognized as an insured event;
- c) acts of inventory of property (inventories) compiled on the date closest to the date of occurrence of the insured event, as well as similar documents drawn up after the damage (destruction) of the property;
- d) estimates (costing) for carrying out repair (restoration) works;
- e) other documents on the basis of which it is possible to calculate the amount of losses incurred by the Insured.

7.5. The fact of the Insured's submission and acceptance by the Insurer of an application for an insurance event and other documents is confirmed by the receipt of the authorized person of the Insurer.

7.6. After receiving all the documents necessary to establish the fact of the insured event and the amount of losses incurred, the Insurer is obliged within 3 (Three) working days:

- a) draw up an insurance act (in case of making a decision on the implementation of payment of insurance compensation);
- b) notify the Insured in writing of the refusal to pay the insurance indemnity, specifying the reasons for the refusal.

7.7. Payment of insurance compensation is made within 2 (Two) working days from the moment of drawing up of the insurance certificate. In this case, the day of payment of insurance compensation is the date of transfer of funds to the Insured's settlement account.

7.8. The Insurer has the right to postpone for an appropriate period the drawing up of an insurance certificate or a notice of refusal to effect payment of an insurance compensation if:

- a) an independent examination of the causes and circumstances of the occurrence of the insured event and the amount of damage was made - until the results of the examination were obtained;

b) there are reasonable doubts in the Insured's right to receive insurance compensation - before providing the necessary evidence;

c) a criminal case was instituted in a result of the damage or loss of the insured property - before the sentence was pronounced by the court or the proceedings were suspended.

7.9. The Insurer, in the event of an insured event, compensates the Insured for losses incurred to the insured property, but not more than the insured amount.

7.10. In the event of partial damage to the Insured property, the costs of its restoration to the state in which it was located immediately before the occurrence of the insured event (recovery costs), but not more than the insured amount, are reimbursed.

7.11. Within the framework of the Contract, under recovery costs are understood:

a) expenses for the purchase of spare parts and materials required for repair;

b) expenses for the delivery of spare parts and materials to the repair site;

c) expenses for payment for repair work.

d) expenses for financial losses concerned with a business risks.

7.12. When calculating the amount of expenses for the restoration or repair of damaged property (recovery costs), the following rules apply:

a) for the restoration (repair) of damaged property, materials and spare parts similar to those used in damaged property by type and quality, or other materials and spare parts similar to them at a price should be used;

b) the costs of materials used for repairing buildings or structures are reimbursed, minus the cost of materials left after disassembling the damaged building component, suitable for further use or sale (suitable balances);

c) the costs of repair work are reimbursed at the prices valid at the date of the insurance event, and in the event of repair by the Insured's forces - at the cost of repairs or at the average prices for similar work in force at the place of repair at the time of the insured event, from which of these sums will be greater;

d) the calculation includes expenses for the production of only those works that are necessary to eliminate the consequences of the insured event. Additional costs caused by the urgency of the work, improvement or modification of the layout (construction) of the insured property, the production of planned repairs, are not reimbursed;

e) expenses caused by temporary, auxiliary repairs, restoration or others, made in excess of necessary, are not reimbursed;

f) if repair of the structural elements of a building or structure damaged as a result of an insured event requires the dismantling and subsequent assembly of undamaged structural elements (for example, roofing, roofing, etc.), the costs of these works are included in the total repair costs in full volume;

g) if it is necessary to make time for the preservation of individual structural elements of a building or structure

8. REFUSAL IN PAYMENT OF INSURANCE REFUNDS

8.1. The Insurer has the right to refuse to pay the insurance indemnity to the Insured in the following cases:

8.1.1. Failure by the Insured to notify the Insured of the occurrence of an event that under the terms of the Agreement can be recognized as an insurance event within the period specified in the Contract specified in the Agreement (unless it is proved that the Insurer timely learned of the occurrence of the insured event or that the Insurer's lack of information about this could not affect the his obligation to make an insurance payment);

8.1.2. Deliberate not taking reasonable and accessible measures by the Insured to reduce possible losses, upon the occurrence of an event that, under the terms of the Agreement, may be recognized as an insured event;

8.1.3. Refusal of the Insured from its claim to the person responsible for damages recovered by the Insurer, or if the exercise of this right became impossible due to the Insured's fault. In this case, the Insurer is released from payment of the insurance indemnity in full or in the relevant part and has the right to demand the return of the overpaid amount of compensation;

8.1.4. The Insured's messages knowingly false information about the insurance object, the degree of risk or the circumstances of the occurrence of the insured event;

8.1.5. Receipt by the Insured of the appropriate compensation for the loss from the person guilty of causing this loss, upon the occurrence of the insured event.

8.2. The insurer is released from the obligation to pay insurance compensation in the following cases:

8.2.1. Violations by the Insured of norms and rules of fire safety and other norms regulating the activity of the Insured, if such violations were the cause of the occurrence of an event that, under the terms of the Contract, may be recognized as an insured event;

8.2.2. The occurrence of an event, which under the terms of the Agreement can be recognized as an insurance event, as a result of the intent of the Insured.

9. FINAL PROVISIONS

9.1. The Agreement is made in two copies, one for each of the Parties. Both copies are identical and have equal legal force.

9.2. All disputes and disagreements that may arise out of the operation of the Agreement and the Insurance Rules are resolved by the Parties in the manner prescribed by law Australia jurisdiction NSW.

10. ADDRESSES AND REQUISITES OF THE PARTIES

INSURER

Prudential Financial, Inc.

PGIM REAL ESTATE
LEVEL 43, QUAY QUARTER TOWER
50 BRIDGE STREET
SYDNEY NSW 2000
AUSTRALIA



INSURED

Nextleveltrade Pty Ltd

81 FLUSHCOMBE RD
BLACKTOWN
NEW SOUTH WALES 2148
AUSTRALIA

Ethan Vinson

A handwritten signature in blue ink that reads "Ethan Vinson". The signature is written in a cursive style. Below the signature is a horizontal line.