

Obrazac 3.

31-03-2026

PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE

KLASA:

UR. BROJ:

FINANCIJSKA AGENCIJA

OIB: 85821130368

Regionalni centar Zagreb

Ulica grada Vukovara 70, 10000 Zagreb

(adresa nadležne jedinice)

Nadležni trgovački sud Trgovački sud u Zagrebu

Poslovni broj spisa St-187/2026

PRIJAVA TRAZBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU

PODACI O VJEROVNIKU:

AAAZ FZE

AL SHOHADA ROAD; AL HAMRA INDUSTRIAL ZONE

Ujedinjeni Arapski Emirati

PODACI O DUŽNIKU:

Ime i prezime / tvrtka ili naziv

SVESA food-beverages d.o.o.

OIB: 16591886058

Adresa / sjedište

Ulica Ivana Pintarića 29, 10290 Ivanec Bistranski

PODACI O TRAZBINI:

Pravna osnova tražbine (npr. ugovor, odluka suda ili drugog tijela, ako je u tijeku sudski postupak oznaku spisa i naznaku suda kod kojeg se postupak vodi)

Ugovor, aneks ugovora, opomena, izvod iz računa

Iznos dospjele tražbine 100.000,00 eura

Glavnica 100.000,00 eura

Kamate 8.400,00 €

Iznos tražbine koja dopijeva nakon otvaranja predstečajnog postupka 0 €

Dokaz o postojanju tražbine (npr. račun, izvadak iz poslovnih knjiga)

račun vjerovnika

Vjerovnik raspolaže ovršnom ispravom DA/NE za iznos 0 €

Naziv ovršne isprave

PODACI O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava

Dio imovine na koji se odnosi razlučno pravo

Iznos tražbine _____ €

Razlučni vjerovnik odriče se prava na odvojeno namirenje ODRIČEM/NE ODRIČEM

Razlučni vjerovnik pristaje da se odgodi namirenje iz predmeta na koji se odnosi njegovo razlučno pravo radi provedbe plana restrukturiranja PRISTAJEM/NE PRISTAJEM

PODACI O IZLUČNOM PRAVU:

Pravna osnova izlučnog prava

Dio imovine na koji se odnosi izlučno pravo

Izlučni vjerovnik pristaje da se izdvoji predmet na koji se odnosi njegovo izlučno pravo radi provedbe plana restrukturiranja PRISTAJEM/NE PRISTAJEM

Mjesto i datum

U Zagrebu, 15. ožujka 2026,

Potpis vjerovnika

AAAZ FZE po pun:

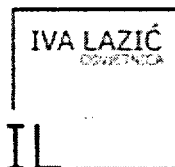
Iva

Lazić

Digitally
signed by Iva
Lazić

Date:
2026.03.26
14:45:36
+01'00'

ODVJETNIČKI URED
IVA LAZIĆ



mail: iva.lazic.zg@gmail.com
mobitel: +385 99 214 5130

PUNOMOĆ

Ovlašćujem(o) da me (nas) pravno zastupa (brani)

ODVJETNICA IVA LAZIĆ

u postupku koji se vodi pred Financijska Agencija
pod poslovnim brojem St-187/2026

na tužbu (prijedlog, optužnicu) AAAZ FZE
AL SHOHADA ROAD, AL HAMRA INDUSTRIAL ZONE
Ujedinjeni Arapski Emirati

protiv _____

radi zastupanje u predstečajnom postupku SVESA FOOD BEVERAGES

Ovlašćujemo(o) je, da me (nas) zastupa u svim mojim (našim) pravnim poslovima u sudu i izvan suda kao i kod svih drugih državnih tijela te da radi zaštite i ostvarenja mojih (naših) prava i na zakonu osnovanih interesa poduzima sve pravne radnje i upotrijebi sva u zakonu predviđena sredstva, a osobito da podnosi tužbe, prijedloge i ostale podneske, te da u moje (naše) ime daje nasljedničku izjavu, te da za mene (nas) prima novac i novčane vrijednosti i da o tome izdaje potvrde.

Ovime se u potpunosti potvrđuje i odobrava sve što će ili bi mogao punomoćnik učiniti u svrhu ovih ovlaštenja te se opunomoćitelj obvezuje naknaditi mu sve troškove, dugove ili štetu koji bi mu iz ovih ovlaštenja kao punomoćniku mogle proizaći, pod uvjetom da punomoćnik obavještava o svim transakcijama koje poduzima u ime davalatelja punomoći a sve u skladu s ovlaštenjima koja su mu ovom punomoći dana.

u Zagreb, dana 15.03.2026.

Polpis: _____

Syed Akhsheed Hussain, direktor

adresa: Ivana Cankara 15, 10000 Zagreb

Account StatementGenerated **25 Mar 2026** by HUSSAIN .**Account Information**

Account Number	1024835104103	Account Name	AAAZ FZE
Currency	EUR	Country	UNITED ARAB EMIRATES
Account Type	CURRENT ACCOUNT	BIC Code	EBILAEADXXX
Registered Address	FDRK2063,COMPASS AL SHOHADA ROAD,ZONE FZ AL HAMRA INDUSTRIAL	IBAN	AE350260001024835104103

Balance Information

Current Balance	372,314.46	Effective Available Balance	372,314.46
Uncleared Balance	0.00		
Account Status	Active	Tax Registration Number	--
Mailing Address	.,RAKFTZ,BUSINESS CENTER		

Account Statement

Total Records:19

From: 10-03-2025 to 25-05-2025

Transaction Date	Value Date	Narration	Debit	Credit	Running Balance
24-05-2025	24-05-2025	TRANSFER-DTB TR REF EPHCOP14406NU110 2222405252395941 TO A C 1024585547403 T PARTS 25- 254844944-1-151 - AE0743045	5,000.00	0.00	454,900.14
15-05-2025	15-05-2025	INWARD REMITTANCETT REF: 6008134DH5090001 EUR 12000 DUBLIN BUSINESS SCHOOL (DBS) POP POP FIS DXB167395822 RDXB95BB526 A 25-252315481-1-151 - AE0542691	0.00	12,000.00	466,900.14

Transaction Date	Value Date	Narration	Debit	Credit	Running Balance
09-05-2025	08-05-2025	IFT-DTB TT REF EPHCOP12806J8YTH 2220605253949505 SVESA FOOD BEVERAGES DOO IVANA PINTARICA 29 CROATI PIZZA VENDING 25- 250660563-1-151 - AE0002005	60,000.00	0.00	447,960.14
08-05-2025	08-05-2025	INWARD REMITTANCETT REF: HK108055BI452925 EUR 7750 JY INTERNATIONAL PACKAGING TECHNOLOGY (HONG KONG) COMPANY LTD 25-250411849-1-151 - AE0538158	0.00	7,750.00	507,960.14
30-04-2025	30-04-2025	IFT-DTB TT REF EPHCOP12006G626D 2222904256154975 SVESA FOOD BEVERAGES DOO IVANA PINTARICA 29 CROATI VENDING MC 25- 247685291-1-151 - AE1904354	20,000.00	0.00	500,210.14
25-04-2025	24-04-2025	TRANSFERValue Added tax @ 5% for FCCY TRAN CHG RBP - AE1664092	2.50	0.00	520,210.14
25-04-2025	24-04-2025	TRANSFERFCY CASH TRANSACTION FEE - AE1664092	50.00	0.00	520,212.64
24-04-2025	24-04-2025	CASH PAYMENTCASH WITHDRAWAL AT DFC- - AE1105434	5,000.00	0.00	520,262.64
22-04-2025	22-04-2025	TRANSFER-DTB TR REF EPHCOP11206CSHLE 2222204258624617 TO A C 1024835104102 EURO TO USD 25- 244267645-1-151 - AE1267513	100,000.00	0.00	525,262.64
22-04-2025	22-04-2025	TRANSFER-DTB TR REF EPHCOP11206CSG71 2222204258622223 TO A C 1024835104102 EURO TO USD 25- 244266709-1-151 - AE1265523	100,000.00	0.00	625,262.64
21-04-2025	21-04-2025	IFT-DTB TT REF EPHCOP11106CE792 2222104257306669 SYED AKHSHEED HUSSAIN 1002 TOWER 2 DOWNTOWN DUBAI SALARY 25- 243937787-1-151 - AE0382132	100,100.00	0.00	725,262.64
31-03-2025	31-03-2025	INWARD REMITTANCETT REF: 111016074886 EUR 10798.83 PACKAGING M.P.Z. S.R.L. PAYMENT OF INVOICE FOR COMMISSION N O.AAAZ -4107-25 FEBRUARY 26-2025 25-237285172-1-151 - AE0090029	0.00	10,798.83	825,362.64
26-03-2025	26-03-2025	VALUE ADDED TAXEPHCOP085064MUU5 2222603254453062 DTB VAT AED2.5@3.82057 A3 FLEX 25- 236631344-1-151 - AE1788478	0.65	0.00	814,563.81

Transaction Date	Value Date	Narration	Debit	Credit	Running Balance
26-03-2025	26-03-2025	CHARGESEPHCOP085064MUU5 2222603254453062 DTB BANK CHARGE S AED50@3.82057 A3 FLEX 25-236631344-1-151 - AE1788478	13.09	0.00	814,564.46
26-03-2025	26-03-2025	IFT-DTB TT REF EPHCOP085064MUU5 2222603254453062 PACKAGING MPZ SRL VIA DELL ARTIGIANO 17 FORLI IT I A3 FLEX 25-236631344-1-151 - AE1788478	55,000.00	0.00	814,577.56
24-03-2025	24-03-2025	VALUE ADDED TAXEPHCOP083063LHTG 2222403252352483 DTB VAT AED2.5@3.8382 TETRPAK A3 FLEX 25-235519216-1-151 - AE1404621	0.65	0.00	869,577.55
24-03-2025	24-03-2025	CHARGESEPHCOP083063LHTG 2222403252352483 DTB BANK CHARGE S AED50@3.8382 TETRPAK A3 FLEX 25-235519216-1- 151 - AE1404621	13.03	0.00	869,578.20
24-03-2025	24-03-2025	IFT-DTB TT REF EPHCOP083063LHTG 2222403252352483 PACKAGING MPZ SRL VIA DELL ARTIGIANO 17 FORLI IT I TETRPAK A3 FLEX 25- 235519216-1-151 - AE1404621	95,000.00	0.00	869,591.20
12-03-2025	12-03-2025	IFT-DTB TT REF EPHCOP071060ONLU 2221203251980895 SVESA FOOD BEVERAGES D O O IVANA PINTARICA 29 1029 ADVANCE FOR MACH 25-232975163-1-151 - AE1498305	20,000.00	0.00	964,591.20

Emirates NBD Bank PJSC, Baniyas Road, Deira, P.O. Box 777, Dubai, UAE

Tel: +971 4 3160214 - Select Option 2 and then Option 2 on IVR

Email: businessONLINEhelp@emiratesnbd.com

Timings: 02:00 AM to 05:00 PM (UAE time) - Monday to Saturday

<https://www.emiratesnbd.com/en/corporate-and-institutional-banking/contact-us>

Tel: +971 4 3160214 - Select Option 2 and then Option 2 on IVR

Email: businessONLINEWB@emiratesnbd.com

Poštovani,

obraćam Vam se kao punomoćnica trgovačkog društva **AAAZ FZE**, Ras Al Khaimah, Ujedinjeni Arapski Emirati (dalje: UAE), a radi Vašeg potpunog neispunjenja ugovornih obveza, nezakonitog zadržavanja znatnog iznosa novčanih sredstava te nastanka izravne imovinske štete i izgubljene dobiti mojoj stranci.

Dana 11. ožujka 2025. između društva **SVESA food-beverages d.o.o.** kao prodavatelja, i društva **AAAZ FZE**, kao kupca, sklopljen je Ugovor engleskog naziva - Commercial Agreement for Distribution, kao i dodatak ugovoru - Purchasing Annex br. 01032025.

Navedenim ugovorom obvezali ste se proizvesti i isporučiti ukupno osam (8) pizza strojeva za tržište Ujedinjenih Arapskih Emirata. U samom Aneksu izričito je ugovoreno da započinjete proizvodnju po izvršenju druge uplate te da jamčite rok proizvodnje i isporuke u trajanju od četiri do šest tjedana.

Ugovorne odredbe jasno propisuju:

„Svesa food-beverages will start to produce machines when payment of 80.000,00 EUR is made as order confirmation and it grants production time of 4–6 weeks.“

Time ste se obvezali započeti proizvodnju odmah po primitku druge uplate te izvršiti isporuku u navedenom roku.

AAAZ FZE je svoje ugovorne obveze u cijelosti i pravodobno ispunila. Dana 12. ožujka 2025. izvršena je uplata iznosa od 20.000,00 EUR kao plog i potvrda ugovora, a dana 29. travnja 2025. izvršena je uplata od 20.000,00 EUR te 6. svibnja 2025. izvršena je dodatna uplata u iznosu od 60.000,00 EUR. Sve navedene uplate izvršene su na Vaš račun **IBAN HR7224920081100100280**, otvoren kod **IMEX Banka Ltd**, uz jasno naznačenu svrhu plaćanja „pizza vending machines“ odnosno „goods bought“. Ukupan iznos uplata iznosi **100.000,00 EUR**.

S obzirom na datum izvršenja druge uplate, najkasniji ugovoreni rok isporuke je 18. lipnja 2025 jer isti predstavlja rok od šest tjedana od plaćanja ukupnog iznosa 6. svibnja 2025.

Unatoč tome, do dana upućivanja ovog dopisa nije isporučen niti jedan stroj, niti je dostavljen bilo kakav dokaz o proizvodnji, spremnosti za isporuku ili zakonitom razlogu zadržavanja uplaćenih sredstava.

Tijekom višemjesečne korespondencije iznosili ste općenite, proturječne i neprovjerljive navode o navodnim tehničkim i financijskim poteškoćama, bez ikakve dokumentacije, dok ste istodobno zadržali cjelokupni uplaćeni iznos.

Takvim postupanjem počinili ste **bitnu povredu ugovora** te prouzročili znatnu imovinsku štetu **AAAZ FZE**. Osim izravne štete u visini uplaćenog iznosa, mojoj je stranci zbog

neisporuke strojeva onemogućeno započinjanje planirane poslovne djelatnosti na tržištu Ujedinjenih Arapskih Emirata, čime je nastala **predvidiva i izravna izgubljena dobit**.

Sukladno Vaše dostavljenom dokumentu naziva „ info sheet Let's pizza 2025.“ prosječna neto dobit po jednom pizza stroju iznosi najmanje **3.447.00 EUR** mjesečno, što osam strojeva i šest i pol mjeseci predstavlja izgubljenju dobit od najmanje **179.244,00 EUR**, pri čemu AAAZ FZE zadržava pravo zahtijevati i veći iznos jer je tvrtka imala i trošak od 10.000,00 EURA za uspostavljanje posla u UAE.

Zbog Vašeg postupanja AAAZ FZE je bila prisiljena angažirati odvjetnika, čime su nastali troškovi pravnog zastupanja koji će se od Vas potraživati u skladu s važećom Tarifom Hrvatske odvjetničke komore.

Slijedom svega navedenog, ovim putem Vas pozivamo da u roku od **osam (8) dana** od primitka ovog dopisa izvršite povrat iznosa od **100.000,00 EUR**, isplatu zakonskih zateznih kamata od dana svake pojedine uplate, isplatu izgubljene dobiti i troška u iznosu od **190.000,00 EUR**, kao i podmirenje troškova pravnog zastupanja.

Ukoliko u ostavljenom roku ne postupite po ovom zahtjevu u cijelosti, bez ikakvog daljnjeg upozorenja bit će pokrenut **građanski postupak** radi povrata sredstava, naknade štete i izgubljene dobiti, kao i **kazneni postupak** protiv odgovorne osobe i pravne osobe zbog kaznenog djela prijevare u gospodarskom poslovanju iz članka 247. Kaznenog zakona, uz primjenu Zakona o odgovornosti pravnih osoba za kaznena djela.

Ovo se smatra **posljednjim pokušajem mirnog rješenja spora**.
S poštovanjem,

AAAZ FZE
po punomoćnici
Ivi Lazić, odvjetnici

Dear Sir/Madam,

I am contacting you as the attorney-in-fact for the company AAAZ FZE, Ras Al Khaimah, United Arab Emirates (hereinafter: UAE), regarding your complete failure to fulfill contractual obligations, illegal retention of a significant amount of funds, and the resulting direct property damage and lost profit to my client.

On March 11, 2025, a Commercial Agreement for Distribution was made between the company SVESA food-beverages d.o.o. as the seller, and the company AAAZ FZE as the buyer, along with an annex to the contract - Purchasing Annex No. 01032025.

According to this agreement, you committed to produce and deliver a total of eight (8) pizza machines for the UAE market. It was explicitly stated in the Annex that production would begin upon receipt of the second payment, guaranteeing a production and delivery period of four to six weeks.

The contractual provisions clearly stipulate:

"Svesa food-beverages will start to produce machines when payment of 80,000.00 EUR is made as order confirmation, granting production time of 4-6 weeks."

Thus, you are obligated to begin production immediately upon receipt of the second payment and to deliver within the specified timeframe.

AAAZ FZE has fully and timely fulfilled its contractual obligations. On March 12, 2025, a payment of 20,000.00 EUR was made as a deposit and confirmation of the contract, followed by a payment of 20,000.00 EUR on April 29 2025 and an additional payment of 60,000.00 EUR on May 6, 2025. All payments were made to your account IBAN HR7224920081100100280, opened with IMEX Bank Ltd, with a clearly designated payment purpose as "pizza vending machines" or "goods bought." The total amount of the payments is 100,000.00 EUR.

Considering the date of the last payment, the latest agreed delivery deadline is June 18, 2025, as it represents a six-week period from the total payment made on May 6, 2025.

Nevertheless, as of the date of this letter, no machines have been delivered, nor has any evidence of production, readiness for delivery, or legal justification for the retention of the paid funds been provided.

Throughout the months of correspondence, you have made general, contradictory, and unverifiable claims about alleged technical and financial difficulties without any documentation, while simultaneously retaining the entire amount paid.

Such conduct constitutes a fundamental breach of contract and has caused significant property damage to AAAZ FZE. Besides the direct damage amounting to the paid sum, my client has been prevented from commencing the planned business activity in the UAE

market due to non-delivery of the machines, resulting in foreseeable and direct lost profit.

According to your provided document titled "info sheet Let's pizza 2025," the average net profit per pizza machine is at least 3,447.00 EUR per month, which for eight machines over six and a half months represents lost profit of at least 179,244.00 EUR. Moreover, AAAZ FZE reserves the right to claim a higher amount due to incurred expenses of 10,000.00 EUR for establishing the business in the UAE.

Due to your actions, AAAZ FZE was forced to engage an attorney, resulting in legal representation costs, which will be claimed from you in accordance with the applicable Tariff of the Croatian Bar Association.

In light of the above, we formally invite you to refund the amount of 100,000.00 EUR within eight (8) days of receiving this letter, along with the payment of statutory late fees from the date of each individual payment, compensation for lost profit, and expenses amounting to 190,000.00 EUR, as well as covering the legal representation costs.

If you do not comply with this request in full within the specified timeframe, without any further warning, a civil procedure will be initiated for the return of funds, compensation for damages and lost profit, as well as a criminal procedure against the responsible individual and legal entity for the criminal act of fraud in business operations under Article 247 of the Criminal Code, applying the Law on the Liability of Legal Entities for Criminal Offenses.

This is considered the final attempt to resolve the dispute amicably.

Sincerely,

AAAZ FZE
by attorney-in-fact
Iva Lazić, attorney

Purchasing annex to contract ref. No. 01032025

- This Agreement / Contract and the rights contained herein for the benefit of the Distributor are granted solely to the latter who, accordingly, is not entitled to transfer this Agreement / Contract and the rights and obligations arising hereunder to third parties
- In order to be valid, all changes to this Contract must be properly signed by both Parties
- This Agreement / Contract is governed by the Laws of Croatia. Any disputes that may arise between the Parties as a consequence of and in connection with this Contract will fall solely under Croatian jurisdiction, with express recognition of the sole jurisdiction of the Zagreb Court.

In Zagreb, 11.03.2025.

Signed:

Seller:

Svesa food - beverages d.o.o.



Purchaser:

AAAZ FZE

Purchasing annex to contract ref. No. 01032025

beverages will issue and deliver the invoices relating to the Machine and ingredients together with the related export.

3. / 4. Obligations-Seller and Purchaser

3.1 Pursuant to the terms of this Contract, the Purchaser will work in an appropriate and diligent manner to place and use the Pizza machine in the agreed Territory

3.2 Purchaser will use machine and replenish the ingredients in the manner indicated in the user and maintenance manuals and the HACCP system;

- Purchaser will receive from Seller series of documents and information (technical documentation, Know-how, Manual, and HACCP recommendation).

Svesa food - beverages assumes two-year guarantee period (warranty) on spare parts from date of delivery of Pizza machines, for first delivered machines and also warranty conditions is the same for all other Pizza machines which will be purchased from Seller. Relays, bearings, oven heaters are consumable parts and do not fall into the warranty and all failures caused by the malfunction of one of these parts, or due to improper handling of the machine. The warranty is no more valid if the machine is not properly maintained and cleaned according to the instructions.

- Technical support and technical training will be given from Svesa food-beverages to the Purchaser technician when the machine is delivered. If major problems happen, and the Purchaser technician cannot fix it, Svesa food - beverages will be available to give remote support or, if necessary on-site support (all expenses to be paid by the Purchaser).

- Pizza set including all for 1 pizza 1,00€
- Flour per pizza 0.09€
- Tomato sauce per pizza 0.03€
- Topping per pizza 0.69€
- Tray/box per pizza 0.19€
- Price is granted until expiration of contract

- General clauses

Purchasing annex to contract ref. No. 01032025

- **Orders, payments and delivery**

- By signing this Contract, the Purchaser agrees to purchase from company Svesa food - beverages, 8 Pizza Vending machines at a price of 16.590.00 € (sixteen thousand five hundred ninety euros) - each machine like first testing machines for market of the Territory.
- The Purchaser will pay also the costs of transport from Croatia Zagreb to UAE in amount which can be also offered from supplier. All other charges responsibilities and expenses incurred for the transportation of the Vending machines will be for the account of the Purchaser.
- Payment of the purchase must be paid as follows, by Purchaser:
 - 20.000,00 € till 12.03.2025. as deposit and contract confirmation- refundable if ingredients, packaging, label, or halal certification are not approved by the regulatory bodies in the UAE
 - 80.000,00 € till 30.04.2025. as second tranche of payment and order confirmation
 - 32.720,00 € as final payment 4 days before shipping (when proof is given that machines are ready, picture or purchaser agent visit)

Svesa food-beverages will start to produce machines when payment of 80.000,00 € is made as order confirmation and it grants production time of given 4-6 weeks production time to purchaser

When the Pizza machine has been delivered and positioning on location in UAE, Seller will make a technician available to the Purchaser / Distributor, free of charge, in order to train the persons responsible for installing, cleaning and maintaining the Pizza machine. Accommodation and travel costs will be charged by Purchaser - The machines will be started by technician responsible from Seller Company.

- Unless otherwise agreed in writing by the Parties, the prices stated in the invoices and the correspondence exchanged must be denominated solely in Euro (€). In the same way, all payments between the Parties must be solely made in Euro. Svesa food -

Purchasing annex to contract ref. No. 01032025

"Svesa food -beverages d.o.o.", with registered office on address, Zapresić 10 290, Ivana Pintarića 29, Ivanec Bistranski, Croatia IEU, in the person of its representative Boris Opravic, Tax code and VAT no. HR 16591886058, hereinafter the Seller,

And

"AAAZ FZE" registered office on address FDRK2063 Compass Building, Al Shohada Road, Al Hamra Industrial Zone - FZ, Ras Al Khaimah, United Arab Emirates, Registration number 5010617, in the person of its representative Syed Akhsheed Hussain hereinafter the Purchaser

Made **Commercial agreement for purchasing (ANEX) to exclusive contract ref. no. 0103205**

Give all of the above, the Parties agree as follows

1. Recitals - definitions

- 1.1 The Purchaser / Distributor who knows the technical and qualitative characteristics of the Pizza machines for the automatic distribution of the pizza is interested to testing the commercial potential of Pizza machine by purchasing this Vending machines for placement in the region of UAE (the "Territory").
- 1.2 By this Contract, Svesa food - beverages, seller, grant to Purchaser / Distributor the right to purchase machines for placement and use only in the Territory, under the terms and conditions set out in this Contract
- 1.3 Both parties agree that this Contract is not an agency contract, and it is a contract for commercial purchasing the Pizza machine and ingredients in the Territory
- 1.4 For each of the machine (used / second hand Pizza machines) which will be purchased from Purchaser / Distributor, Seller and Purchaser will arrange price for an each machine individually

COMMERCIAL AGREEMENT FOR DISTRIBUTION

Between

"SVESA food - beverages d.o.o.", with registered office on address, Zaprešić 10 290, Ivana Pintičića 29, Ivance Bismanski, Croatia / EU, in the person of its representative Boris Opravić, Tax code and VAT no. HR 16591856058 Representative for Pizza vending machines

And

"AAAZ IZE" with registered office on address FDRK2063 Compass Building, Al Shohada Road, Al Hamra Industrial Zone - FZ, Ras Al Khaimah, United Arab Emirates, Registration number 5010617, in the person of its representative Syed Akhshedd Hussain hereinafter the Purchaser

Recitals

- (A) Svesa food-beverages is the representator of the rights for purchasing and distribution for pizza vending machines
- (B) Svesa food-beverages have decided on a policy of selling and spreading use of the Pizza vending machine system in region of "U.A.E." (the "Territory").
- (C) The distributor of territory, who knows well the technical and qualitative characteristics of the Pizza vending machine system for the production and automatic distribution of pizza on demand, is interested in testing the commercial potential of the pizza vending machines system by purchasing Vending Machines for placement in the Territory

Given all of the above, the Parties agree as follows.

1. Recitals, attachments and definitions.

1.1 The above recitals and the documents presented as Attachments are an integral and essential part of this agreement ("Contract"). The terms defined are used in this Contract with the specific meaning attributed to each of them in this Contract.

2. Nature of the Contract.

2.1 By this Contract, Svesa food - beverages, for the part relating to each of them, grant the Distributor the right to purchase Vending Machines for placement and use in the Territory, under the terms and conditions set out in this Contract.

2.2 During the life of this Contract, the Distributor will act in an independent and autonomous manner, purchasing the Vending Machines for placement in its name and on its own behalf in the Territory.

2.3 All the Parties agree that this Contract is and will be interpreted under all circumstances as a supply and exclusive distribution Contract and not as an agency

2.4 This Agreement does not grant the Distributor the power to act as an agent or representative of Svesa

food - beverages, or to accept any obligations or responsibilities in their names or for their accounts. In this regard, the Distributor will not sign and/or perform contracts in the names of and/or for the account of Svesa food-beverages

2.5 The Distributor will not place and/or use the Vending Machines outside of the Territory

2.6 The Parties agree that a simple professional relationship exists between them deriving from this Contract, since each of them is responsible for the respective rights and benefits of their company and/or managers.

2.7 None of the Parties takes any responsibility for performing the obligations of the others with regard to administrative and fiscal matters or, in general, for obtaining or managing any of their administrative permissions, licences and similar that may be required under the laws applying in the Territory for the performance of this Contract.

3. Trademarks and patents.

3.1 The Purchaser will use the Vending Machines in association with the pizza vending automatic machines, Svesa food-beverages grants to distributor possibility to use his own brand on pizza vending automatic machines

3.2 For this purpose, Svesa food - beverages grants the Distributor exclusive rights to use the pizza vending machines Vending Machines in the Territory. Distributor is only one company who can distribute and place thought other potential customer of pizza vending machines in contracted Territory

3.3 The Distributor recognises that the commercial goodwill created by the sale/resale of the Vending Machines in the Territory is intrinsic to the pizza vending machines system and the market recognition of the Vending Machines.

4. Orders, payments and delivery.

4.1 By signing this Contract, the Distributor agrees to purchase from Svesa food - beverages automatic pizza Vending Machines in purpose for placement on Territory at a price which will be agreed for each order separately - depends of offer from seller - Svesa food - beverages, and which is understood to be the net Ex-Works ("EXW") price from the warehouse of Svesa food-beverages in Zagreb (Croatia / EU); accordingly, all charges, responsibilities and expenses incurred for the transportation of the Vending Machines will be for the account of the Distributor / Purchaser.

4.2 Payment of the amounts must be made by bank transfer to the current account Svesa food-beverages stated in invoice

4.3 Unless agreed otherwise by the Parties in writing, the prices stated in the invoices and the correspondence exchanged must be denominated solely in Euro (€). In the same way, all payments between the Parties must be made solely in Euro.

4.4 Svesa food - beverages will issue and deliver the invoices relating to the Vending Machines sold together with the related documentation.

4.5 The Vending Machines will be supplied to the Distributor. Purchaser with adapted software for credit card reader.

4.6 Until the first delivery has been installed, SVESA food - beverages will make a technician available to the Distributor. Purchaser free of charge (except that the Purchaser will bear the related travel, board and lodging costs) in order to train the persons responsible for installing, cleaning and maintaining the Vending Machines.

5. Obligations of the Distributor.

5.1 Pursuant to the terms of this Contract, the Distributor will work in an appropriate and diligent manner to place and use the Vending Machines in the Territory.

5.2 To this end, the Distributor:

(i) will not modify the Pizza Vending Machines purchased other than for the purpose of enabling payment by way of use of credit cards and/or cellular phones, or for needs of Tax law on territory;

(ii) will use the Pizza Vending Machines and replenish the ingredients in the manner indicated in the user and maintenance manuals and the HACCP system.

(iii) will comply with all current laws and regulations applying in the Territory with regard to the importation and sale of the Pizza Vending Machines;

5.3 Unless agreed otherwise by the Parties in writing, the Distributor will be solely responsible for all costs and expenses incurred in connection with and/or consequent to performance of the obligations arising under this Contract, including all the advertising and promotion that the Distributor considers appropriate.

5.4 The Distributor agrees to purchase from SVESA food - beverages - all the ingredients and toppings necessary for the functioning of the Pizza Vending Machines, at the prices and on the terms determined with contract for purchasing the toppings which will be annex of to this contract on the price lists from offer. The prices and delivery are understood to be "ex works supplier".

5.5 The Distributor agrees to share with SVESA food - beverages the technical, commercial and marketing information about the Pizza vending machine system in the Territory

6. General clauses

6.1 This agreement takes effect from 10.03.2025.

6.2 This Agreement / Contract and the rights contained herein for the benefit of the Distributor are granted solely to the latter who, accordingly, is not entitled to transfer this Agreement / Contract and the rights and obligations arising hereunder to third parties.

6.3 In order to be valid, all changes to this Contract must be properly signed by both Parties.

6.4 This Contract cancels and replaces all previous written or verbal understandings and communications made by or on behalf of each of the Parties, and represents the entire agreement between the Parties with regard to the matters covered herein.

All communications concerning the matters covered in this Contract must be made by registered letter with confirmation of receipt:

if to SVESA food beverages:

Ulica Pintarica 29 10000 Zagreb, Croatia
HR

if to the Distributor

AAAZ FZE with registered office on address
FDRK2063 Compass Building, Al Shohada Road, Al
Hamra Industrial Zone - FZ, Ras Al Khaimah, United
Arab Emirates, Registration number 5010617, in the
person of its representative Syed Akhsheed Hussain

6.5 With the intention to contract renewed valid through, first order for Pizza vending machines from Distributor must be confirmed with payment at latest till the "10.03.2025.", with conditions terminated in Commercial agreement for purchasing of 8 pizza vending machines. Exclusive distribution rights will be given on period of 2 years.

6.6 In the case when Distributor / Purchaser make new orders and the purchase Pizza vending machines on the quantity of minimum 8 pcs" in 2 years from 10.03.2025 Agreement / Contract will be considered like extended contract in a period of next "2 years" validity after this second purchasing of machines

6. This Agreement / Contract is set down and signed in duplicate with each copy deemed to be an original.

7. Applicable law, jurisdiction and attachments.

7.1 This Agreement / Contract is governed by the Laws of Croatia. Any disputes that may arise between the Parties as a consequence of and in connection with this Contract will fall solely under Croatian jurisdiction, with express recognition of the sole jurisdiction of the Zagreb Court.

Zagreb, 10.03.2025.

Signed by:

SVESA food-beverages d.o.o.

Ulica Ivana Pintarica 29

Ivane Bistranski, Grad Zagreb

SVESA food-beverages d.o.o.

AAAZ FZE

M B

Transaction Date	Value Date	Narration	Debit	Credit	Running Balance
24-03-2025	24-03-2025	CHARGE S AED500 @ 3.8382 TETRA PAK A3 FLEX 25-238031344-1-151 - AE1753473	17.09	0.00	17.09
		IFT-DTB TT REF EPHCOP085064MUU5 2212603251450062 PACKAG MPZ SRL VIA DELL ARTIGIANO 17 FORLI IT I TETRA PAK A3 FLEX 25 25-238031344-1-151 - AE1753473	17.09	0.00	0.00
24-03-2025	24-03-2025	VALUE ADDED TAXEPHCOP083063LHTG 2222403252352483 DTB VAT AED2.5@3.8382 TETRA PAK A3 FLEX 25-235519216-1-151 - AE1404621	0.05	0.00	0.05
		CHARGESEPHCOP083063LHTG 2222403252352483 DTB BANK CHARGE S AED100 @ 3.8382 TETRA PAK A3 FLEX 25 25-235519216-1-151 - AE1404621	10.00	0.00	10.05
24-03-2025	24-03-2025	IFT-DTB TT REF EPHCOP083063LHTG 2222403252352483 PACKAGING MPZ SRL VIA DELL ARTIGIANO 17 FORLI IT I TETRA PAK A3 FLEX 25 25-235519216-1-151 - AE1404621	95.000.00	0.00	95.000.05
12-03-2025	12-03-2025	IFT-DTB TT REF EPHCOP083063LHTG 2221203251960965 SVESA FOOD BEVERAGES D O O IVANA PINTARICA 29 1029 ADVANCE FOR MACH 25-232975163-1-151 - AE1498305	20.000.00	0.00	115.000.05

Bank of India is a public sector bank, established in 1946, with a long history of service to the Indian people.

Bank of India is a public sector bank, established in 1946, with a long history of service to the Indian people. Bank of India is a public sector bank, established in 1946, with a long history of service to the Indian people. Bank of India is a public sector bank, established in 1946, with a long history of service to the Indian people.

Account StatementGenerated **25 Mar 2026** by HUSSAIN .**Account Information**

Account Number	1024835104103	Account Name	AAAZ FZE
Currency	EUR	Country	UNITED ARAB EMIRATES
Account Type	CURRENT ACCOUNT	BIC Code	EBILAEADXXX
Registered Address	FDRK2063,COMPASS AL SHOHADA ROAD,ZONE FZ AL HAMRA INDUSTRIAL	IBAN	AE350260001024835104103

Balance Information

Current Balance	372,314.46	Effective Available Balance	372,314.46
Overhead Balance	0.00		
Account Status	Active	Tax Registration Number	--
Account Address	,,RAKFTZ,BUSINESS CENTER		

Account Statement

Total Records:19

From: 10-03-2025 to 25-05-2025

Transaction Date	Value Date	Narration	Debit	Credit	Running Balance
24-05-2025	24-05-2025	TRANSFER-DTB TR REF EPHCOP14406NU1IO 2222405252395941 TO A C 1024585547403 T PARTS 25- 254844944-1-151 - AE0743045	5,000.00	0.00	454,314.46
		INWARD REMITTANCE TR REF RDXB95BB626 A 25-252315481-1-151 - AE0542691			

Purchasing annex to contract ref. No. 01032025

beverages will issue and deliver the invoices relating to the Machine and ingredients together with the related export.

3. / 4. Obligations-Seller and Purchaser

3.1 Pursuant to the terms of this Contract, the Purchaser will work in an appropriate and diligent manner to place and use the Pizza machine in the agreed Territory

3.2 Purchaser will use machine and replenish the ingredients in the manner indicated in the user and maintenance manuals and the HACCP system;

- Purchaser will receive from Seller series of documents and information (technical documentation, Know-how, Manual, and HACCP recommendation).

Svesa food - beverages assumes two-year guarantee period (warranty) on spare parts from date of delivery of Pizza machines, for first delivered machines and also warranty conditions is the same for all other Pizza machines which will be purchased from Seller. Relays, bearings, oven heaters are consumable parts and do not fall into the warranty and all failures caused by the malfunction of one of these parts, or due to improper handling of the machine. The warranty is no more valid if the machine is not properly maintained and cleaned according to the instructions.

- Technical support and technical training will be given from Svesa food-beverages to the Purchaser technician when the machine is delivered. If major problems happen, and the Purchaser technician cannot fix it, Svesa food - beverages will be available to give remote support or, if necessary on-site support (all expenses to be pay by the Purchaser).
- Pizza set including all for 1 pizza 1,00€
- Flour per pizza 0.09€
- Tomato sauce per pizza 0.03€
- Topping per pizza 0.69€
- Tray/box per pizza 0.19€
- Price is granted until expiration of contract
- General clauses

Purchasing annex to contract ref. No. 01032025

- This Agreement / Contract and the rights contained herein for the benefit of the Distributor are granted solely to the latter who, accordingly, is not entitled to transfer this Agreement / Contract and the rights and obligations arising hereunder to third parties
- In order to be valid, all changes to this Contract must be properly signed by both Parties
- This Agreement / Contract is governed by the Laws of Croatia. Any disputes that may arise between the Parties as a consequence of and in connection with this Contract will fall solely under Croatian jurisdiction, with express recognition of the sole jurisdiction of the Zagreb Court.

In Zagreb, 11.03.2025.

Signed:

Seller:

Svesa food - beverages d.o.o.

MB

Purchaser:

AAAZ FZE

- **Orders, payments and delivery**

- By signing this Contract, the Purchaser agrees to purchase from company Svesa food - beverages, 8 Pizza Vending machines at a price of 16.590.00 € (sixteen thousand five hundred ninety euros) - each machine like first testing machines for market of the Territory.
- The Purchaser will pay also the costs of transport from Croatia Zagreb to UAE in amount which can be also offered from supplier. All other charges responsibilities and expenses incurred for the transportation of the Vending machines will be for the account of the Purchaser.
- Payment of the purchase must be paid as follows, by Purchaser:
 - 20.000,00 € till 12.03.2025. as deposit and contract confirmation- refundable if ingredients, packaging, label, or halal certification are not approved by the regulatory bodies in the UAE
 - 80.000,00 € till 30.04.2025. as second tranche of payment and order confirmation
 - 32.720,00 € as final payment 4 days before shipping (when proof is given that machines are ready, picture or purchaser agent visit)

Svesa food-beverages will start to produce machines when payment of 80.000,00 € is made as order confirmation and it grants production time of given 4-6 weeks production time to purchaser

When the Pizza machine has been delivered and positioning on location in UAE. Seller will make a technician available to the Purchaser / Distributor, free of charge, in order to train the persons responsible for installing, cleaning and maintaining the Pizza machine. Accommodation and travel costs will be charged by Purchaser - The machines will be started by technician responsible from Seller Company.

- Unless otherwise agreed in writing by the Parties, the prices stated in the invoices and the correspondence exchanged must be denominated solely in Euro (€). In the same way, all payments between the Parties must be solely made in Euro. Svesa food -

Purchasing annex to contract ref. No. 01032025

"Svesa food -beverages d.o.o.", with registered office on address, Zapresić 10 290, Ivana Pintarića 29, Ivanec Bistranski, Croatia / EU, in the person of its representative Boris Opravic, Tax code and VAT no. HR 16591886058, hereinafter the Seller,

And

"AAAZ FZE" registered office on address FDRK2063 Compass Building, Al Shohada Road, Al Hamra Industrial Zone - FZ, Ras Al Khaimah, United Arab Emirates. Registration number 5010617, in the person of its representative Syed Akhsheed Hussain hereinafter the Purchaser

Made **Commercial agreement for purchasing (ANEX) to exclusive contract ref. no. 0103205**

Give all of the above, the Parties agree as follows

1. Recitals - definitions

- 1.1 The Purchaser / Distributor who knows the technical and qualitative characteristics of the Pizza machines for the automatic distribution of the pizza is interested to testing the commercial potential of Pizza machine by purchasing this Vending machines for placement in the region of UAE (the "Territory").
- 1.2 By this Contract, Svesa food - beverages, seller, grant to Purchaser / Distributor the right to purchase machines for placement and use only in the Territory, under the terms and conditions set out in this Contract
- 1.3 Both parties agree that this Contract is not an agency contract, and it is a contract for commercial purchasing the Pizza machine and ingredients in the Territory
- 1.4 For each of the machine (used / second hand Pizza machines) which will be purchased from Purchaser / Distributor, Seller and Purchaser will arrange price for an each machine individually

International

Details

Workflow

To

Svesa Food Beverages D O O

CROATIA

HR7224920081100100280

IMEX BANKA LTD

IMXXHR22XXX

From

Aaaz Fze

1024835104103



PAYMENT DETAILS

International

Details

Workflow

Purpose of Payment

Purpose of Transfer

GDI - Goods
bought

Payment Details

pizza vending
machines

Ultimate Party

Ultimate Debtor ⓘ

-



PAYMENT DETAILS

International

Details

Workflow

Transaction	22212032519808
Reference	95

Reference in your advance for mach
Statement

Payment Details

Debit Amount	20,000.00 EUR
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Payment Amount	20,000.00 EUR
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International

Details

Workflow

Applicable Charges 52.50 AED
(in AED and
exclusive of VAT)

Charge Type BEN - Beneficiary to pay
charges
View correspondent bank
charges

Value Date 12th March 2025

Payment Date 12th March 2025

International

Details

Workflow

Transaction
Reference

22229042561549
75

Reference in your
Statement

vending mc

Payment Details

Debit Amount

20,000.00 EUR

Payment Amount

20,000.00 EUR

International

Details

Workflow

To

Svesa Food Beverages Doo

CROATIA

HR7224920081100100280

IMEX BANKA LTD

IMXXHR22XXX

From

Aaaz Fze

1024835104103

International

Details

Workflow

Applicable Charges 52.50 AED
(in AED and
exclusive of VAT)

Charge Type BEN - Beneficiary to pay
charges
View correspondent bank
charges

Value Date 29th April 2025

Payment Date 29th April 2025

Total Amount 20 270 10 AED

International

Details

Workflow

Purpose of Payment

Purpose of Transfer

GDI - Goods
bought

Payment Details

vending machines

Ultimate Party

Ultimate Debtor ⓘ

-

Ultimate

ⓘ

-

International

Details

Workflow

Transaction	22206052539495
Reference	05

Reference in your Statement	pizza vending
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Payment Details

Debit Amount	60,000.00 EUR
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Payment Amount	60,000.00 EUR
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INTERNET DETAILS
International

Details

Workflow

Intermediary Details

Purpose of Payment

Purpose of Transfer

GDI - Goods
bought

Payment Details

vending machines

Ultimate Party

International

Details

Workflow

To

Svesa Food Beverages Doo

CROATIA

HR7224920081100100280

IMEX BANKA LTD

IMXXHR22XXX

From

Aaaz Fze

1024835104103



PAYMENT DETAILS

International

Details

Workflow

Applicable Charges 52.50 AED
(in AED and
exclusive of VAT)

Charge Type BEN - Beneficiary to pay
charges
View correspondent bank
charges

Value Date 7th May 2025

Payment Date 6th May 2025

Total Amount 241,465.20 AED

JUGA WA KALIC

AGENCIJA IS

240000

FINANCIJSKA AGENCIJA
ODSJEK ZA PRIJEM, EVIDENCIJANJE
I POHRANU OSMIOVA ZA PLAĆANJE
ZAGREB

31-03-2026

PRIJESTUPNI HANDBIL
PRIMANJE I OTPREMA POSTE

KLASA: _____
UR. BROJ: _____

SOR ZG 2

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0,00 EUR 0,12 EUR
0000 0000 00 00 0000 17/20/00 1/1

PM

FINANCIJSKA AGENCIJA

POŠTA DZBZ GOSPIĆ

ZAGREB

0000 0000 00 00 0000 17/20/00 1/1