PURCHASE AGREEMENT

Contract No.: 9-1/26-298-1 Effective date: date of last signature

Seller: SIA SPH Engineering, reg. 50103629321, Dzirnavu iela 62-9, Riga LV-1050, Latvia.

Buyer: Eesti Geoloogiateenistus (Geological Survey of Estonia), reg. 77000387, F. R. Kreutzwaldi 5, 44314 Rakvere, Estonia.

1. Subject and price

1.1 The Seller shall supply the MagNIMBUS UAV magnetometer system, software, accessories and related services specified in the revised Invoice No. 21_NOV2026 for EUR 36,876.75 excluding VAT, including delivery and agreed services.

1.2 The invoiced configuration shall include all mounting hardware, cables and software required for the agreed operation with the DJI Matrice 400, as confirmed by the Seller in writing.

2. Delivery

2.1 The Seller shall deliver all hardware and accessories to Tartu mnt 85, 10115 Tallinn, Estonia by 29 December 2026, and provide all required software licences and activation details electronically by the same date.

2.2 Delivery shall be DAP Tartu mnt 85, 10115 Tallinn, Estonia (Incoterms 2020). The Seller bears transport risk until the goods are made available at the destination, ready for unloading.

2.3 Physical receipt of the equipment does not constitute confirmation of its technical conformity.

3. Payment and late delivery

3.1 The Buyer shall pay 50% (EUR 18,438.38) within five business days after signing this Agreement and receiving the corresponding invoice, and the remaining 50% (EUR 18,438.37) within five business days after receiving the corresponding invoice and the Seller's written confirmation that the complete equipment package is ready for dispatch. Both payments shall be made in 2026.

3.2 If delivery under Clause 2.1 is not completed by 29 December 2026, the Buyer may terminate this Agreement by written notice without granting an additional period.

4. Conformity, acceptance and warranty

4.1 The Seller is responsible for the conformity and functionality of the supplied MagNIMBUS system, including its hardware, software and third-party components, in accordance with the official product documentation and the DJI Matrice 400 compatibility requirements specified in Clause 1.2. The Buyer may report visible shortages or damage within ten business days of delivery; latent defects and defects discovered during later integration or testing remain claimable.

4.2 The hardware warranty shall be valid for 12 months from written technical acceptance. The Buyer shall carry out the initial technical inspection within ten business days after physical delivery of the equipment and promptly confirm acceptance in writing if no defects are found. The Seller shall remedy warranty defects at its expense, including return transport, within six weeks after receiving the defective equipment. If a material non-conformity is not remedied within this period, the Buyer may seek a price reduction or terminate the Agreement and recover the relevant payments.

5. Services and software

5.1 Prepaid UgCS AreaScan/True Terrain Following training shall take place in Q1 2027, subject to the Buyer completing the required online preparation beforehand. The Seller shall commence the quoted assembly and testing support within ten business days after the Buyer confirms that its DJI M400 is available. Support shall continue until the agreed service has been completed. The Parties shall coordinate the support schedule with the Seller's engineers.

5.2 If a prepaid service is not provided within its agreed period and remains unperformed ten business days after written notice, the Buyer may cancel that service and obtain a refund within ten business days.

5.3 UgCS Expert, GeoHammer Pro and all SkyHub software required for the agreed functionality shall remain usable indefinitely without mandatory recurring licence fees. Continued support and updates after the included period are optional.

6. Applicable terms and disputes

6.1 This Agreement prevails over the Seller's Terms of Sale dated 25 March 2026, invoices and applicable EULAs in case of conflict. Later changes to standard terms do not apply without written agreement. Mandatory public-information, procurement and audit disclosures remain permitted.

6.2 This Agreement shall be governed by Estonian law. Any dispute arising out of or in connection with this Agreement may be brought before the competent courts of either Estonia or Latvia. The arbitration provision in the Seller's Terms of Sale shall not apply.

6.3 Neither Party is liable for an unavoidable event beyond its reasonable control, provided it promptly notifies the other Party and mitigates its effects. Ordinary supplier delays are not force majeure; refund obligations under Clause 3.2 remain enforceable.

6.4 This Agreement remains effective through completion of delivery and services; warranty and other continuing obligations survive. Amendments must be agreed in writing. Electronic signatures are accepted.

7. Signatures

Seller: SIA SPH Engineering	Buyer: Eesti Geoloogiateenistus
Olegs Timofeevs, Procurist	Sirli Sipp Kulli, Director
Signature: _____	Signature: _____
Date: _____	Date: _____