

# COMMERCIAL SOFT CORPORATE OFFER

WITH LOI REQUEST FOR QUOTATION FOR PRICING ON GMO SOYA UNDER SPA CONTRACT

QUOTATION DATE: March 5, 2024

Validity date 5 more banking date

We, \_\_\_\_\_ the company with full legal personality, as a distributor of the representing supplier, hereby declare and confirm that we are ready to mediate the sale of goods in accordance with the stated quantity, offer price and under the conditions stated herein. This SCO, binding on both parties, is valid with full authority and responsibility of both parties and is solely for the purpose of concluding a contract of sale between the Supplier and the Purchaser.

To this end, we hereby declare under penalty of perjury, with full legal and corporate liability, that we are ready, willing and able to arrange the purchase of the commodities listed below, subject to the execution of a definitive contract, according to the quantity, price, terms and conditions set forth in this document, and that our business partner has sufficient quantity and quality product, as well as all required import permits and licenses, to fulfill this purchase commitment.

In the event that we would be ready to accept an LOI/ICPO from a Buyer contacted and introduced by the Advisor, we warrant unconditionally and irrevocably to promptly execute a Master Advisory Services Agreement with the Advisor or affiliates, prior to starting any discussions with the seller, so that the payment of the fee to the Advisor is guaranteed under all transactions that would take place between the seller and us. Therefore, we will be exclusive to the Advisor, but strictly when a Buyer is introduced to us by the Advisor. In this case only, we further warrant not to ever circumvent or by-pass the Advisor for the purpose of denying the fee to the Advisor.

## 1) COMODITY Terms

<b>Designation</b>	<b>GMO SOYA BEANS</b>
<b>Quality</b>	Standard Export Quality, Agriculture Food for human consumption
<b>Origin</b>	<b>Brazil / crop 2024</b>
<b>Specifications</b>	<ul style="list-style-type: none"><li>- Moisture: max. 12%</li><li>- Protein/ Dry basis: min. 40%</li><li>- Oil Content – As Received: min. 19%</li><li>- Purity Min: 98 %</li><li>- Pesticide Below Detection Limit (Less than .01%)</li><li>- Broken Kernels: max. 5%</li><li>- Damaged Kernels: max. 2% / Heat Damaged Kernels max. 0,2%</li><li>- Foreign Matter/Admixture max. 1,5%</li><li>- Hilum Color: yellow / Pod Color: brown</li><li>- Purpose of use: processing soybean oil, soy sauce</li></ul>
<b>Quantity</b>	TOTAL VOLUME: 1,800,000 MT / Standard Tranche: 12 x 150,000 MT
<b>Shipping Schedule</b>	First shipment within 15/30 days after acceptance of financial instrument

<b>Packing</b>	– 1 Ton PP Sling Big Bags Suitable for Carriage by Sea – Bulk vessel loads
<b>Inspection</b>	<b>The supplier requires personal due diligence from the customer, including a personal Visit / TPI to Brazil.</b> At Seller's expense: SGS/CCIC inspection (quality, quantity) at port of loading At Buyer's expense: SGS/CCIC inspection (quality, quantity) at port of unloading
<b>Shipping Terms</b>	CIF/CFR ANY SAFE Qingdao Port, Shandong Province, China
<b>Target Price</b>	<b>\$ 465 /MT – only at volume 12 x 150,000 mt</b>
<b>Total Contract Value</b>	USD 837,000,000.00 (eight hundred thirty-seven million US dollars)
<b>Proposed Payment Terms</b>	After verifying our creditworthiness standard DLC (MT 700/760) at sight 100% irrevocable, confirmed, operational, non-divisible, non-transferable on and confirmed by one of the 50 top banks.  - Payment procedure in the attachment: <b>SALES, LOGISTICS AND PAYMENT TERMS &amp; CORPORATE CONDITIONS</b>  - Commission as per signed IMFPA transferred to all cooperating agents/ Advisor upon release of individual payments for each tranche.
<b>Insurance</b>	110%
<b>Performance Bond</b>	2% in favor of seller
<b>Shipping Documents:</b>	a). SPA after acceptance of pricing and General Terms and Conditions b). Full set of B/L in 3 originals and 3 copies c). Commercial Invoice signed in 3 originals and 2 copies d). Packing list in 3 originals e). Beneficiary certificate in 2 originals f). Country of origin certificate in 2 originals, 1 copy by SGS/CCIC or equivalent for quantity and quality g). Certificate of Quality and Quantity by SGS/CCIC (1 original and 1 copy) h). Phytosanitary Certificate i). Radiation Free Certificate j). Packing List in triplicate k). Fumigation certificate l). Insurance certificate

## 2) SCO / FCO THEMES

2.1. **GENERAL DESCRIPTION:** This business FULL CORPORATE OFFER, FOR THE SALE (the "SCO") represents basic terms agreed upon by the Buyer, Mandate and Seller. After this SCO has been made a formal agreement may be constructed to the benefit of the Parties involved. The SELLER must supply the BUYER with the above product with the certifications of SGS to be in accordance with the quality characteristics determined in the stipulated characteristics below and if it does not match it may be rejected, or part of it, that does not correspond to specified, following the quantity and quality and the characteristics determined below in the agreement.

2.2. **NON-CIRCUMVENTION AND NON-DISCLOSURE:** The parties accept and agree with the provisions of the IMFPA/NDCA document, for no avoidance and non-disclosure with respect to all and all parties involved in this transaction and contract, additions, renewals, and assignments of third parties, with full reciprocity. for a period of (3) tre years from the date of signature of this contract.

2.3 **PRODUCT WEIGHT AND QUALITY:** The SELLER guarantees that each shipment of GMO SOY – FOR HUMAN CONSUMPTION, shall be provided with inspection certificates of weight and quality at factory and time of loading / during transporting to the loading port and on board before shipping. Such certificates shall be provided by Société Générale de Surveillance (SGS) at SELLER's expense and shall be deemed to be final. The SELLER shall instruct said authority to carry out the inspection in strict accordance with the international chamber of commerce (I.C.C.) rules. The BUYER shall at his own expense provide additional inspection at arrival port. If discrepancies should at any time and in particular case result in relation to the inspection certificate (S) issued at the port of loading and destination, it is hereby agreed that arbitration shall be employed to determine the appropriate judgment. Both parties agree to be bound by the arbitrator decision for or against either BUYER or SELLER.

## 4) PROCEDURE THEMES

Standard process for individual payment methods / see appendix SALES, LOGISTICS AND PAYMENT TERMS

## **CORPORATE THEMES**

---

### **3) OTHERS / ATTACHMENT**

---

To anticipate Mandate seller's CIS/KYC and Logistic and Payment procedure, please find attached:

- CIS INFORMATION SHEET
- KYC / CORPORATE CERTIFICATE
- SALES, LOGISTICS AND PAYMENT TERMS

We look forward to receiving a comprehensive quotation with seller's procedures and remain at your disposal to answer any question as well as providing any additional document to the sellers you will have contacted on our behalf.

Yours sincerely

**MANDATE / SELLER SIGNATURE**

**MANDATE / BUYER SIGNATURE**



## CIS / KYC LETTER OR BUSINESS PARTICIPATION AGREEMENT

*STRICTLY CONFIDENTIAL / DOCUMENTATION ENCLOSED*

CIS - CLIENT INFORMATION SHEET	
In accordance with Articles 2 to 5 of the Due Diligence Convention and the Federal Banking Commission Circular of December 1998, and under the US Patriot Act of 2002, as amended in February 2003 concerning the prevention of money laundering and 305 of the Swiss Criminal Code, the following information may be supplied to banks and/or other financial institutions for purposes of verification of identity and activities of the Client described below, and the nature and origin of the funds which are to be utilized. The foregoing is subject to agreement by all parties to whom this information is provided that they are obligated to respect the privacy rights of the Client and all individuals described herein, as well as the generally accepted professional standards relating to the maintenance of confidential information, and to take all appropriate precautions to protect the confidentiality of the information contained herein, This legal obligation shall remain in full force indefinitely without restriction.	
Corporate Information	
Details of Bank Account	
Bank Name	
Bank Address	
Bank Swift Code	
IBAN Code	
Beneficiary	
Corporate Officers and Titles	
Name	
Title Within the Corporation/Company	
Mobile Phone Number	
E-Mail Address	
Name	
Title Within the Corporation/Company	
Mobile Phone Number	
E-Mail Address	
Name	
Title Within the Corporation/Company	
E-Mail Address	

### **Project's Brief Summary - Nature of Business (If Available)**

*I would like to briefly introduce CLINELY Group company, which cooperates with European business partners in the framework of commodity merchandising and we register long-term interest in concluding multi-year contracts for GMO Soya Bean and Soya Meal mainly from our customers from EU, India and China. Our focus in the past years has been to select suitable, reliable and transparent suppliers from Argentina and Brazil in order to send a competitive offer to SCO / FCO. In the next step, we expect a personal inspection visit from you in order to discuss all the key conditions for signing an annual or multi-year contract. The company philosophy is a transparent focus on customers, discussion and finding a mutual consensus. We are fully prepared to meet your requirements and expectations of business cooperation. In return, we expect open negotiations, adequate financial standing, and the continuous purchase of quality commodities that meet all relevant standards and meet the specific needs of the markets as well as the needs of our contracted suppliers.*

## SALES, LOGISTICS AND PAYMENT TERMS & CONDITIONS

---

### STRICTLY CONFIDENTIAL / DOCUMENTATION ENCLOSED

SUMMARY

2024

- **ACCEPTED PAYMENT GARANTEES**
- **PAYMENT GENERAL CONDITIONS**
- **PAYMENT RELEASE**
- **NOTE**
- **DIFFERENT PAYMENT GUARANTEES**
  - o SBLC TRANSFERABLE
  - o BLOCK FUND / BANK GUARANTEE
  - o CASH DEAL
  - o DLC/LC TRANSFERABLE
  - o ESCROW ACCOUNT
- **PROCEDURE**
  - o FOR CIF PROCEDURE (INCOTERMS 2020)
  - o FOR FOB PROCEDURE (INCOTERMS 2020)
  - o FOR SUGAR SHIPMENTS BY CONTAINERS
- **PAYMENT & PROCES PROCEDURE**
  - o SBLC TRANSFERABLE
  - o BLOCK FUND / BANK GUARANTEE
  - o CASH DEAL
  - o DLC / LC TRANSFERABLE
  - o ESCROW ACCOUNT
- **NOTE FOR INTERMEDIARIES AND BROKERS**
- **CONTRACT CHRONOGRAM (TYPICAL) IN DAYS**
- **CONTRACT PROCEDURE (TYPICAL) FLOW CHART**

TERMS & CONDITIONS / DETAIL

#### ACCEPTED PAYMENT GUARANTEES

---

- SBLC TRANSFERABLE (FROM TOP 50 BANK)
- SBLC NON-TRANSFERABLE - FROM TOP 50 BANK
- BLOCK FUND / BANK GUARANTEE IN BUYER'S BANK - TOP 50 BANK IN FAVOR OF SELLER / SELLER'S FINANCIAL FIDUCIARY
- CASH DEAL - 40% DEPOSIT & 60% REMAINING BALANCE (PAYMENT AT THE EMISSION OF THE BL/SGS)
- DLC/LC NON-TRANSFERABLE (FROM TOP 50 BANK) AUTO REVOLVING FOR 12 MONTHS
- ESCROW ACCOUNT IN SWISS/UAE BANK (REYL & CIE SA - INNOVATIVE BANK / INTESA SANPAOLO SPA)

#### PAYMENT GENERAL CONDITIONS

---

- PAYMENT INSTRUMENT MUST BE ADDRESSED WITH OUR COMPANY OR OUR FIDUCIARY AS 1ST BENEFICIARY. - NO TRANSFERRED INSTRUMENTS ARE ACCEPTED.
- ALL FINANCIAL INSTRUMENT ARE ISSUED BY BUYER'S BANK - TOP 50 WORLD BANK.

#### PAYMENT RELEASE

---

- BUYER PAYS BY MT103/TT AGAINST THE OFFICIAL SHIPPING DOCUMENT INCLUDING BL AND SGS REPORT AT LOADING PORT.

#### NOTE

---

- SGS INSPECTION AT THE LOADING PORT IS THE ONLY REFERENCE FOR PAYMENT RELEASE – BUT BUYERS ARE WELCOME TO APPOINT CIQ INSPECTION AT LOADING PORT (FOR CHINESE MARKET).
  - WE DON'T ACCEPT CIQ AT DESTINATION PORT AS A CONDITION OF TRANSACTION/PAYMENT CONDITION: CIQ/CCIC INSPECTION MADE AT DESTINATION PORT IS NOT A REFERENCE FOR PAYMENT RELEASE AT DESTINATION PORT, ONLY AN SGS OR CIQ/CCIC INSPECTION AT THE LOADING PORT IS ACCEPTED.
  - WE SEND CIF ASWP BY DEFAULT (EXCEPT FOR AFRICA, WE DO IT IN FOB - EXCEPT LEADING WARRANTY) BUT WE CAN DO FOB.
-

- FOR LC AND SBLC INSTRUMENTS, OUR COMPANY OR OUR FIDUCIARY MUST BE THE FIRST BENEFICIARY OF THE INSTRUMENT.
- WE ACCEPT TOP 50 BANK NON-TRANSFERABLE SBLC BUT WE DON'T ACCEPT NON-TRANSFERABLE DLC.
- IF THE BUYER WANTS TO OPEN A FINANCIAL INSTRUMENT FOR THE TRIAL ONLY (AND AFTER ANOTHER FINANCIAL INSTRUMENT FOR THE MONTHLY CONTRACT), THE FINANCIAL INSTRUMENT NEEDED FOR THE TRIAL MUST BE VALIDITY OF 90 DAYS WITH THE FOLLOWING CONDITIONS: NO 2% PB FOR TRIAL ORDERS.
- PAST PERFORMANCE CAN BE GIVEN TOGETHER WITH **2% PB FOR TRANSFERABLE INSTRUMENT RECEIVED** / CONFIRMATION OF ALLOCATION CAN BE GIVEN FROM THE SELLER'S LAWYER TO THE BUYER'S LAWYER.
- WE CAN DO SPOTS FROM 12.500 MT AND UP. FOR SPOTS PRICE, USE OUR PRICE LIST WITH QUANTITY + INSTRUMENT SELECTION AND ADD USD +50.00 / MT
- TRIAL + CONTRACT - 1<sup>ST</sup> MONTH COMPENSATION: IN THE CASE OF AN ORDER STARTING BY A 1ST MONTH IN TRIAL AND AN INFERIOR VOLUME (EX. 12,500 MT) FOLLOWED BY A 11 MONTHS CONTRACT AND A LARGER VOLUME (EX. 25,000 MT), THE 1ST MONTH IS AT THE PRICE OF 12,500 MT BUT IF THE CONTRACT IS ENGAGED, WE WILL COMPENSATE THE 1ST MONTH ADDITIONAL COST DURING THE FOLLOWING MONTHS
- FOR FOB SHIPMENT (ON SPECIFIC REQUEST – FOR QUANTITIES BETWEEN 12,500-300,000 MT/MONTH), DEDUCT FROM OUR SUGAR/SOYBEAN CIF PRICES: USD -5.00 / MT

#### DIFFERENT PAYMENT GUARANTEES

- **SBLC TRANSFERABLE / NON-TRANSFERABLE** (FROM TOP 50 BANK) By SBLC 100% with our Company Fiduciary as first beneficiary, 100% Fully Cash-Backed, Irrevocable, CONFIRMED, Divisible, TRANSFERABLE / NON- TRANSFERABLE, Assignable and Unrestricted, Operative at sight at loading port via MT760 (Given as Guarantee only) – (Validity 365 +1 day)
- **BLOCK FUND / BANK GUARANTEE** MT-760 IN BUYER'S BANK ACCOUNT (FROM TOP 50 BANK) IN FAVOR OF SELLER OR SELLER'S FINANCIAL FIDUCIARY PARTNER via MT760 (Given as Guarantee only / Valid 365 +1)
- **CASH DEAL BY TT-MT103 – DEPOSIT TO ORDER** / BALANCE PAYMENT BY TT-MT103 AT LOADING PORT The buyer sends by TT-MT103 the amount representing 40% of the value of the month of delivery by boats or 60% of the value of the month of delivery by containers, as a deposit, then the remaining balance is released by TT-MT103 at the LOADING PORT against the set of documents of which the SGS
- **DLC/LC TRANSFERABLE / NON-TRANSFERABLE** (FROM TOP 50 BANK) By LC 100 % with our Company Fiduciary as first beneficiary, AUTO REVOLVING, Cash-Backed, Irrevocable, CONFIRMED, Divisible, TRANSFERABLE and Unrestricted, Operative at sight at loading port via MT700 given as Guarantee only (Valid for 12 months)
- **ESCROW ACCOUNT** – IN SWISS/UAE BANK (REYL & Cie SA-INNOVATIVE BANK / INTESA SANPAOLO SpA) Buyer puts the amount representing one month face value purchase in ESCROW ACCOUNT – Opened for 11 months as Guarantee only and payment of the last delivery (12th month). Seller bears all financial costs within REYL & Cie bank (creation and management costs of the Escrow account dedicated to the transaction / to the customer). No LC/SBLC Instrument needed.

#### PROCEDURE

- **FOR CIF PROCEDURE (INCOTERMS 2020):** For each month delivery, within 3 banking days, Buyer pays by MT103/TT against the Official Set of Shipping Documents including BL and SGS Report AT LOADING PORT.
- **FOR FOB PROCEDURE (INCOTERMS 2020):** For each month delivery, within 3 banking days, Buyer pays by MT103/TT against the Official Set of Documents SGS Report AT LOADING PORT (IN WAREHOUSE AT THE LOADING PORT).
- **FOR SUGAR SHIPMENTS BY CONTAINERS:** Shipment by 27 MT containers for annual contract only - Minimum 20 FCL x 12 MONTHS - NOT FOR SPOT DEALS / NOT FOR BOATS CONTRACTS TRIAL - Payment by cash deals 40% / 60% AT LOADING PORT.

#### PAYMENT GENERAL CONDITIONS

##### SBLC TRANSFERABLE / NON-TRANSFERABLE

- BUYER SENDS LOI + ID (PASSPORT) OF THE SIGNATORY OR COMPANY CEO/MANAGER
  - SELLER SENDS AN FCO TO THE BUYER
  - BUYER SIGNS AN RETURNS THE FCO WITH AN ICPO, OWN COMPANY CIS/KYC AND BANK REFERENCE LETTER VIA A CORPORATE EMAIL BY THE BUYER TO THE CORPORATE EMAIL ADDRESS SELLER
  - SELLER SENDS THE DRAFT SALES AND PURCHASE AGREEMENT (SPA) TO BUYER
  - WITHIN 48 HOURS: BUYER SIGNS BACK THE SPA, INPUTS AUTHORIZED SIGNER'S PASSPORT, PROOF THAT THE SIGNER IS AUTHORIZED TO SIGN THIS CONTRACT, THE INCORPORATION CERTIFICATE OF COMPANY AND THE CIS/KYC OF THE ISSUER OF THE FINANCIAL INSTRUMENT IF BUYER IS USING A FINANCIER TO ISSUE THE PAYMENT GUARANTEE AND BUYER SENDS BACK TO THE OFFICIAL EMAIL OF SELLER
-



- SELLER SIGNS THE SPA AND SENDS BACK ACCOMPANIED WITH THE PROFORMA INVOICE
- BUYER RETURNS THE PROFORMA INVOICE SIGNED WITH A RWA (READY WILLING AND ABLE) ISSUED BY BUYER'S BANK ON THE BUYER'S NAME TO SELLER'S BANK.
- AFTER HAVING BEEN SIGNED AND STAMPED MANUALLY BY THE SELLER AND BUYER, SELLER WILL SEND VIA THE "DOCUSIGN" SERVICE FOR THE MANAGEMENT OF ELECTRONIC SIGNATURES AND DIGITAL TRANSACTIONS (<https://www.docusign.com/>) AND DEEMED AS HAVING ORIGINAL VALUE WITH ALL THE ASSOCIATED LEGAL AND LEGAL SCOPE. IT WILL THEREFORE BE A SUBSTITUTE FOR THE ORIGINAL PAPER
- WITHIN 5 BUSINESS DAYS, BUYER ISSUES THE FINANCIAL INSTRUMENT DRAFT – **REAL DRAFT FROM THE BANK WITH ALL RELATED INFORMATION FULL FILL INCLUDING THE CONFIRMING BANK DETAIL** - TO SELLER BY OFFICIAL EMAIL
- SELLER VALIDATES DRAFT WITH FIDUCIARY FIRM AND INDICATES THE REVIEWS IF NEEDED OR ADVISES IF THE FINANCIAL INSTRUMENT CAN BE OPENED (NO FINANCIAL INSTRUMENT SHOULD BE SENT DIRECTLY TO THE BANK WITHOUT PRIOR VALIDATION OF THE DRAFT. OTHERWISE, IT WILL BE REFUSED AND THIS WILL CONSTITUTE A BREACH OF BUSINESS)
- WITHIN 5 DAYS AFTER PAYMENT INSTRUMENT DRAFT VALIDATION, BUYER'S BANK SENDS THE SWIFT (MT760) MESSAGE TO THE FIDUCIARY'S BANK
- WITHIN 5 DAYS MAXIMUM AFTER THE FINANCIAL INSTRUMENT IS OPENED, 2% PERFORMANCE BOND IS GRANTED TO BUYER'S BANK
- WITHIN 25/40 DAYS MAXIMUM AFTER THE FINANCIAL INSTRUMENT IS OPENED, DELIVERY STARTS WITHIN 1 BUSINESS DAYS AFTER THE SHIPPING DOCUMENT INCLUDING SGS REPORT IS GIVEN TO BUYER, REAL PAYMENT IS RELEASED BY MT103/TT **AT LOADING PORT**

#### **BLOCK FUND / BANK GUARANTEE PAYMENT TERMS**

- BUYER SENDS **LOI +ID (PASSPORT)** OF THE SIGNATORY OR COMPANY CEO/MANAGER
- SELLER SENDS AN FCO TO THE BUYER
- BUYER SIGNS AND RETURNS THE FCO WITH AN ICPO, OWN COMPANY CIS/KYC AND BANK REFERENCE LETTER VIA A CORPORATE EMAIL BY THE BUYER TO THE CORPORATE EMAIL ADDRESS SELLER
- SELLER SENDS THE DRAFT SALES AND PURCHASE AGREEMENT (SPA) TO BUYER
- WITHIN 48 HOURS: BUYER SIGNS BACK THE SPA, INPUTS AUTHORIZED SIGNER'S PASSPORT, PROOF THAT THE SIGNER IS AUTHORIZED TO SIGN THIS CONTRACT, THE INCORPORATION CERTIFICATE OF COMPANY AND SENDS ITS OWN COMPANY CIS/KYC AND THE CIS/KYC OF THE ISSUER OF THE FINANCIAL INSTRUMENT IF BUYER IS USING A FINANCIER TO ISSUE THE PAYMENT GUARANTEE AND BUYER SENDS BACK TO THE OFFICIAL EMAIL OF SELLER
- SELLER SIGNS THE SPA AND SENDS BACK ACCOMPANIED WITH THE PROFORMA INVOICE
- BUYER RETURNS THE PROFORMA INVOICE SIGNED WITH A RWA (READY WILLING AND ABLE) ISSUED BY BUYER'S BANK ON THE BUYER'S NAME TO SELLER'S BANK
- AFTER HAVING BEEN SIGNED AND STAMPED MANUALLY BY THE SELLER AND BUYER, SELLER WILL SEND VIA THE "DOCUSIGN" SERVICE FOR THE MANAGEMENT OF ELECTRONIC SIGNATURES AND DIGITAL TRANSACTIONS (<https://www.docusign.com/>) AND DEEMED AS HAVING ORIGINAL VALUE WITH ALL THE ASSOCIATED LEGAL AND LEGAL SCOPE. IT WILL THEREFORE BE A SUBSTITUTE FOR THE ORIGINAL PAPER
- WITHIN 5 BUSINESS DAYS, BUYER ISSUES THE FINANCIAL INSTRUMENT DRAFT – **REAL DRAFT FROM THE BANK WITH ALL RELATED INFORMATION FULL FILL INCLUDING THE CONFIRMING BANK DETAIL**- TO SELLER BY OFFICIAL EMAIL
- SELLER VALIDATES DRAFT WITH FIDUCIARY FIRM AND INDICATES THE REVIEWS IF NEEDED OR ADVISES IF THE FINANCIAL INSTRUMENT CAN BE OPENED (NO FINANCIAL INSTRUMENT SHOULD BE SENT DIRECTLY TO THE BANK WITHOUT PRIOR VALIDATION OF THE DRAFT. OTHERWISE, IT WILL BE REFUSED AND THIS WILL CONSTITUTE A BREACH OF BUSINESS)
- WITHIN 5 DAYS AFTER PAYMENT INSTRUMENT DRAFT VALIDATION, BUYER'S BANK SENDS THE SWIFT (BG MT760) MESSAGE TO THE FIDUCIARY'S BANK
- WITHIN 5 DAYS MAXIMUM AFTER THE FINANCIAL INSTRUMENT IS OPENED, 2% PERFORMANCE BOND IS GRANTED TO BUYER'S BANK
- WITHIN 25/40 DAYS MAXIMUM AFTER THE FINANCIAL INSTRUMENT IS OPENED, DELIVERY STARTS
- WITHIN 1 BUSINESS DAYS AFTER THE SHIPPING DOCUMENT INCLUDING SGS REPORT IS GIVEN TO BUYER, REAL PAYMENT IS RELEASED BY MT103/TT **AT LOADING PORT.**

#### **CASH DEAL**

- BUYER SENDS **LOI +ID (PASSPORT)** OF THE SIGNATORY OR COMPANY CEO/MANAGER
  - SELLER SENDS AN FCO TO THE BUYER
  - WITHIN 48 HOURS: BUYER SIGNS BACK THE SPA, INPUTS AUTHORIZED SIGNER'S PASSPORT, PROOF THAT THE SIGNER IS AUTHORIZED TO SIGN THIS CONTRACT, THE INCORPORATION CERTIFICATE OF COMPANY AND SENDS ITS OWN COMPANY CIS/KYC AND THE CIS/KYC OF THE ISSUER OF THE FINANCIAL INSTRUMENT IF BUYER IS USING A FINANCIER
-

- TO ISSUE THE PAYMENT GUARANTEE AND BUYER SENDS BACK TO THE OFFICIAL EMAIL OF SELLER
- SELLER SIGNS THE SPA AND SENDS BACK ACCOMPANIED WITH THE PROFORMA INVOICE
- BUYER RETURNS THE PROFORMA INVOICE SIGNED WITH A **RWA (READY WILLING AND ABLE) ISSUED BY BUYER'S BANK** ON THE BUYER'S NAME TO SELLER'S BANK
- AFTER HAVING BEEN SIGNED AND STAMPED MANUALLY BY THE SELLER AND BUYER, SELLER WILL SEND VIA THE "DOCUSIGN" SERVICE FOR THE MANAGEMENT OF ELECTRONIC SIGNATURES AND DIGITAL TRANSACTIONS (<https://www.docusign.com/>) AND DEEMED AS HAVING ORIGINAL VALUE WITH ALL THE ASSOCIATED LEGAL AND LEGAL SCOPE. IT WILL THEREFORE BE A SUBSTITUTE FOR THE ORIGINAL PAPER
- WITHIN 5 BUSINESS DAYS AFTER SIGNATURE OF THE CONTRACT AND OF THE PROFORMA INVOICE, A DEPOSIT OF 40% FOR SHIPMENTS BY BOATS / A DEPOSIT OF 60% FOR SUGAR SHIPMENTS BY CONTAINERS IS MADE BY MT103- TT TO THE SELLER'S ACCOUNT.
- DELIVERY STARTS UP TO 25/40 DAYS AFTER PAYMENT OF THE PROFORMA INVOICE STARTS
- WITHIN 1 BUSINESS DAYS AFTER RECEIVING THE SET OF DOCUMENTS INCLUDING SGS REPORT, THE REMAINING BALANCE IS RELEASED BY MT103-TT **AT LOADING PORT.**

#### **DLC / LC TRANSFERABLE / NON-TRANSFERABLE**

- BUYER SENDS **LOI +ID (PASSPORT)** OF THE SIGNATORY OR COMPANY CEO/MANAGER
- SELLER SENDS AN FCO TO THE BUYER
- BUYER SIGNS AN RETURNS THE FCO WITH AN ICPO, OWN COMPANY CIS/KYC AND BANK REFERENCE LETTER VIA A CORPORATE EMAIL BY THE BUYER TO THE CORPORATE EMAIL ADDRESS SELLER
- SELLER SENDS THE DRAFT SALES AND PURCHASE AGREEMENT (SPA) TO BUYER
- WITHIN 48 HOURS: BUYER SIGNS BACK THE SPA, INPUTS AUTHORIZED SIGNER'S PASSPORT, PROOF THAT THE SIGNER IS AUTHORIZED TO SIGN THIS CONTRACT, THE INCORPORATION CERTIFICATE OF COMPANY AND SENDS ITS OWN COMPANY CIS/KYC AND THE CIS/KYC OF THE ISSUER OF THE FINANCIAL INSTRUMENT IF BUYER IS USING A FINANCIER TO ISSUE THE PAYMENT GUARANTEE AND BUYER SENDS BACK TO THE OFFICIAL EMAIL OF SELLER
- SELLER SIGNS THE SPA AND SENDS BACK ACCOMPANIED WITH THE PROFORMA INVOICE
- BUYER RETURNS THE PROFORMA INVOICE SIGNED WITH A RWA (READY WILLING AND ABLE) ISSUED BY BUYER'S BANK ON THE BUYER'S NAME TO SELLER'S BANK
- AFTER HAVING BEEN SIGNED AND STAMPED MANUALLY BY THE SELLER AND BUYER, SELLER WILL SEND VIA THE "DOCUSIGN" SERVICE FOR THE MANAGEMENT OF ELECTRONIC SIGNATURES AND DIGITAL TRANSACTIONS (<https://www.docusign.com/>) AND DEEMED AS HAVING ORIGINAL VALUE WITH ALL THE ASSOCIATED LEGAL AND LEGAL SCOPE. IT WILL THEREFORE BE A SUBSTITUTE FOR THE ORIGINAL PAPER
- WITHIN 5 BUSINESS DAYS, BUYER ISSUES THE FINANCIAL INSTRUMENT DRAFT – **REAL DRAFT FROM THE BANK WITH ALL RELATED INFORMATION FULLFILL INCLUDING THE CONFIRMING BANK DETAIL-** TO SELLER BY OFFICIAL EMAIL
- SELLER VALIDATES DRAFT WITH FIDUCIARY FIRM AND INDICATES THE REVIEWS IF NEEDED OR ADVISES IF THE FINANCIAL INSTRUMENT CAN BE OPENED (**NO FINANCIAL INSTRUMENT SHOULD BE SENT DIRECTLY TO THE BANK WITHOUT PRIOR VALIDATION OF THE DRAFT. OTHERWISE, IT WILL BE REFUSED AND THIS WILL CONSTITUTE A BREACH OF BUSINESS**)
- WITHIN 5 DAYS AFTER PAYMENT INSTRUMENT DRAFT VALIDATION, BUYER'S BANK ISSUES A PRE-ADVISE SWIFT MT799 STATING THEY ARE READY TO ISSUE THE MT700-LC TO THE DESIGNATED BANK TO RECEIVE IT
- THE FIDUCIARY'S BANK RESPONDS BY SWIFT AND AGREES TO RECEIVE THE SWIFT MT700-LC IN THEIR BANK
- BUYER'S BANK SENDS THE SWIFT (MT700) MESSAGE TO THE FIDUCIARY'S BANK
- WITHIN 5 DAYS MAXIMUM AFTER THE FINANCIAL INSTRUMENT IS OPENED, 2% PERFORMANCE BOND IS GRANTED TO BUYER'S BANK
- WITHIN 25/40 DAYS MAXIMUM AFTER THE FINANCIAL INSTRUMENT IS OPENED, DELIVERY STARTS
- WITHIN 1 BUSINESS DAYS AFTER THE SHIPPING DOCUMENT INCLUDING SGS REPORT IS GIVEN TO BUYER, REAL PAYMENT IS RELEASED BY MT103/TT **AT LOADING PORT.**

#### **ESCROW ACCOUNT**

- BUYER SENDS **LOI +ID (PASSPORT)** OF THE SIGNATORY OR COMPANY CEO/MANAGER
  - SELLER SENDS AN FCO TO THE BUYER
  - **WITHIN 48 HOURS:** BUYER SIGNS BACK THE SPA, INPUTS AUTHORIZED SIGNER'S PASSPORT, PROOF THAT THE SIGNER IS AUTHORIZED TO SIGN THIS CONTRACT, THE INCORPORATION CERTIFICATE OF COMPANY AND SENDS ITS OWN COMPANY CIS/KYC AND THE CIS/KYC OF THE ISSUER OF THE FINANCIAL INSTRUMENT IF BUYER IS USING A FINANCIER TO ISSUE THE PAYMENT GUARANTEE AND BUYER SENDS BACK TO THE OFFICIAL EMAIL OF SELLER:
  - SELLER SIGNS THE SPA AND SENDS BACK ACCOMPANIED WITH THE PROFORMA INVOICE  
BUYER RETURNS THE PROFORMA INVOICE SIGNED WITH A RWA (READY WILLING AND ABLE) ISSUED BY BUYER'S BANK ON THE BUYER'S NAME TO SELLER'S BANK
-



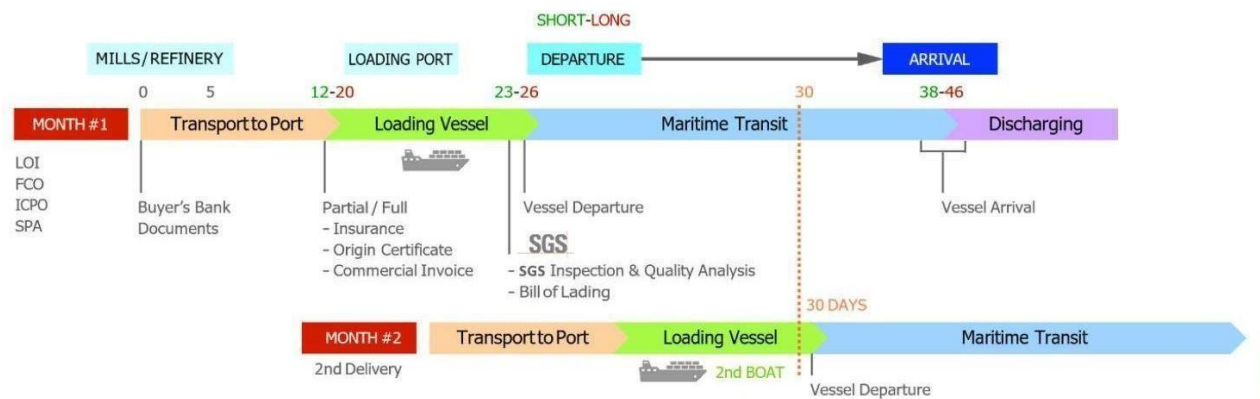
- AFTER HAVING BEEN SIGNED AND STAMPED MANUALLY BY THE SELLER AND BUYER, SELLER WILL SEND VIA THE “DOCUSIGN” SERVICE FOR THE MANAGEMENT OF ELECTRONIC SIGNATURES AND DIGITAL TRANSACTIONS (<https://www.docusign.com/>) AND DEEMED AS HAVING ORIGINAL VALUE WITH ALL THE ASSOCIATED LEGAL AND LEGAL SCOPE. IT WILL THEREFORE BE A SUBSTITUTE FOR THE ORIGINAL PAPER
- WITHIN 3 BUSINESS DAYS, **ESCROW AGREEMENT SIGNED BETWEEN BANK, SELLER AND BUYER**
- BUYER TRANSFERS ONE MONTH FACE VALUE PURCHASE TO THE ESCROW ACCOUNT IN THE SWISS BANK
- WITHIN 5 DAYS MAXIMUM AFTER THE FINANCIAL INSTRUMENT IS OPENED, 2% PERFORMANCE BOND IS GRANTED TO BUYER’S BANK
- AFTER MONEY IN ESCROW ACCOUNT, DELIVERY FOR LOADING STARTS
- WITHIN 25/40 DAYS MAXIMUM AFTER THE ESCROW ACCOUNT IS OPENED, DELIVERY STARTS
- WITHIN 1 BUSINESS DAYS AFTER THE SHIPPING DOCUMENT INCLUDING BL AND SGS REPORT ARE GIVEN, REAL PAYMENT IS RELEASED BY MT103/TT **AT LOADING PORT.**

#### NOTE FOR INTERMEDIARIES AND BROKERS

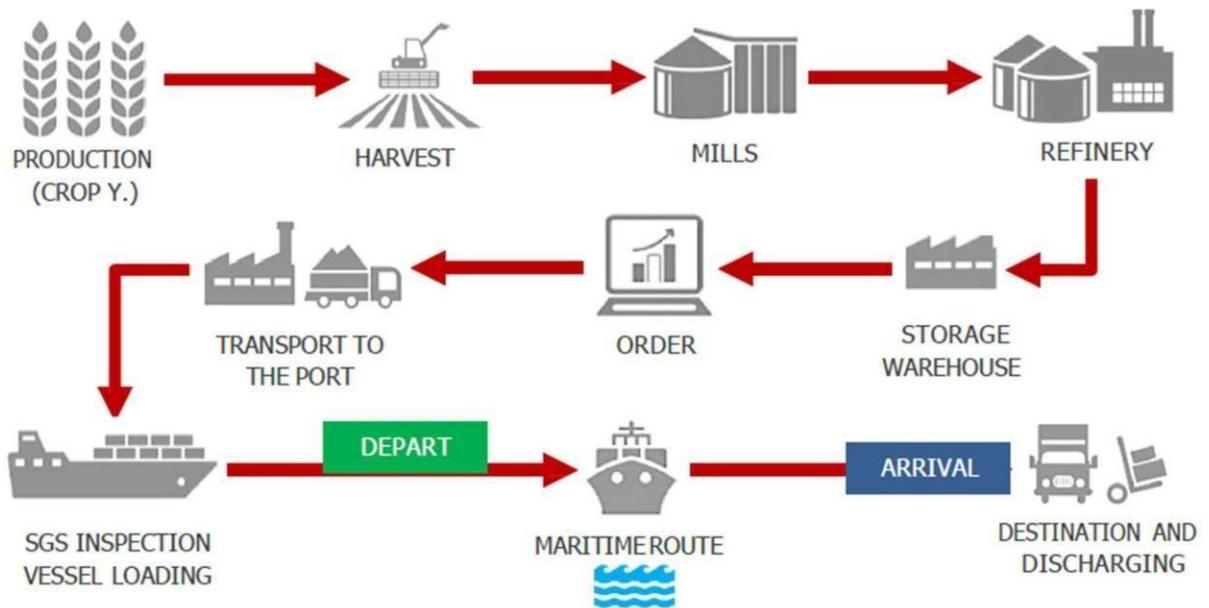
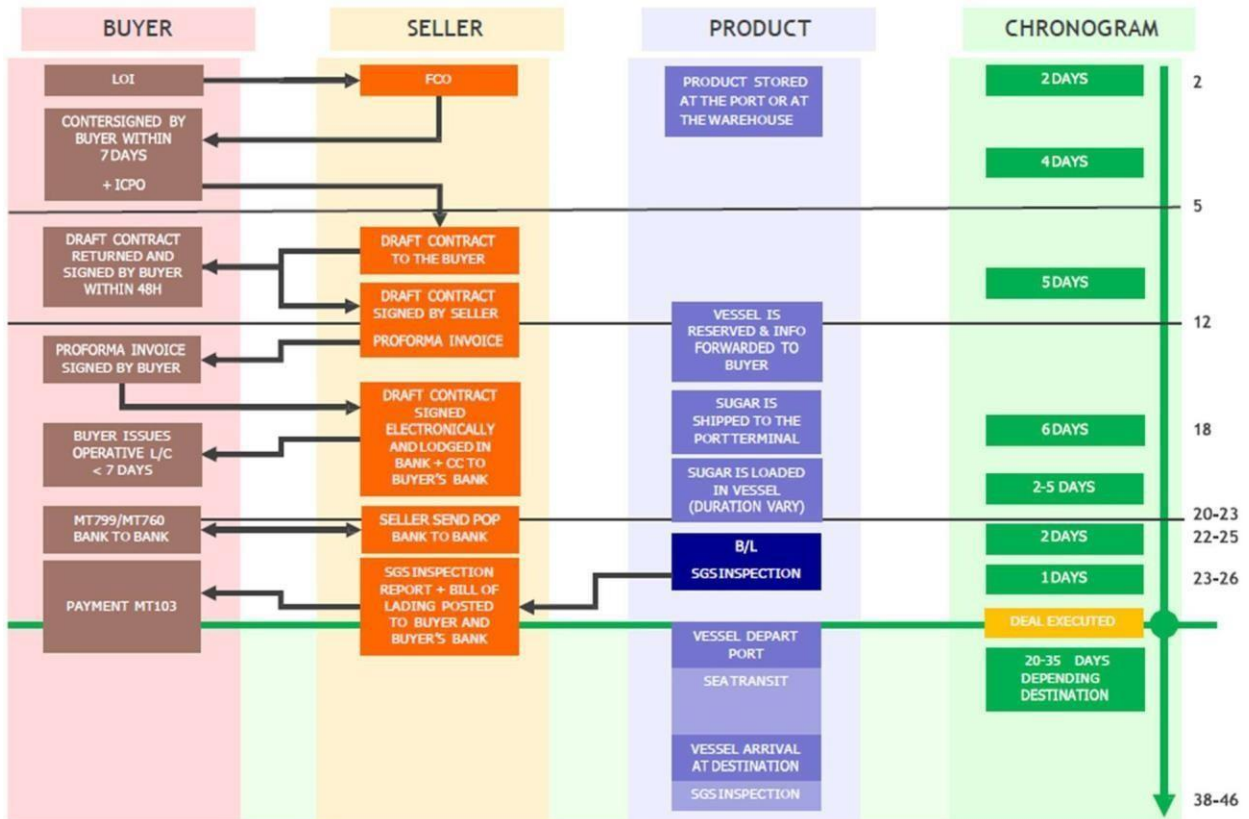
- THE **COMPLETE GENEALOGY OF ALL THE INTERMEDIARIES UNTIL THE END BUYER** WILL BE REQUESTED BEFORE THE TRANSACTION START, WITH IDENTIFICATION, FULL NAMES, PHONE NUMBERS, EMAIL ADDRESSES AND ID (PASSPORT / IDENTITY CARD) IF POSSIBLE
- TO AVOID THE MULTIPLICATION OF INTERMEDIARIES THAT WE HAVE TO PAY, IF TOO MANY, IT’S SUGGESTED TO CREATE GROUPS WITH 1 REPRESENTATIVE (PHYSICAL PERSON, LAWYER OR FIDUCIARY) PER GROUP
- A **COMMISSIONS DISTRIBUTION AGREEMENT (NCNDA-IMFPA)** BETWEEN INTERMEDIARIES WILL BE IMPLEMENTED BY THE SELLER AT THE FINAL STEP OF THE TRANSACTION, WHEN THE SPA IS SIGNED AND THAT THE FINANCIAL INSTRUMENT IS BEING ISSUED
- WE SEND ALL OFFICIAL DOCUMENTS (FCO-SPA) FROM THE SELLER EXCLUSIVELY AND DIRECTLY TO THE BUYER WITH A COPY TO THE NEAREST PERSON REPRESENTING THE BUYER
- THE **SELLER WILL COLLECT FUNDS AND PAY / DISTRIBUTE THE COMMISSIONS** TO THE INTERMEDIARIES AT THE TIME OF THE EFFECTIVE PAYMENT AND COLLECTION OF THE BUYER

#### CONTRACT CHRONOGRAM (TYPICAL) IN DAYS

- THIS CONTRACT CHRONOGRAM IS AN EXAMPLE, AND CAN VARY DEPENDING IN THE ORDER’S PARAMETERS (QUANTITY, DESTINATION, LOADING TIME, PORT CLUTTER, METEO AND MARITIME CONDITION)



**CONTRACT SIMPLIFIED PROCEDURE (TYPICAL) FLOW CHART**



MARITIME TIME, ROUTE AND DISTANCE CALCULATOR: <http://ports.com/sea-route/>  
 VESSEL TRACKING: <https://www.vesselfinder.com/fr>