



SCO Brazilian / USA CHICKEN PAW

GENERAL TERMS AND CONDITIONS

- ICC (International Chamber of Commerce) - <http://www.iccwbo.org>
- Incoterms 2010 - incoterms are standard trade definitions most used in international sales contracts. <http://www.iccwbo.org/incoterms/understanding>
- Asp non-USA sanctioned port – ports and countries that the US government has not placed trade restrictions against for US citizens and companies. A list of countries the US government has placed trade restrictions on it is found at this web site: <http://www.treasury.gov/offices/enforcement/ofac>

THE SELLER HEREBY GUARANTEES THAT THE COMMODITIES ARE SUPPLIED IN ACCORDANCE WITH THE COUNTRY THAT THE GOODS IS BEING EXPORTED TO, QUARANTINE OF PLANTS AND ANIMALS' ENTRY AND EXIT (WHERE APPLICABLE) AND THE EXISTING COMMON INTERNATIONAL COMMERCIAL

PRACTICES, SO SELLER WARRANTS THAT PRODUCTS USED IN THIS CONTRACT ARE APPROVED BY SGS / GACC - & CCIC AUTHORITIES, ALL IN BRAZIL

GACC REGISTRATION NUMBER IS: 840240003XX

ESPECIALLY FOR THIS SCO, WE THE SELLERS COMMIT OURSELVES TO THE BUYERS TO ARRANGE A DIRECT VISIT TO THE CHICKEN PRODUCER JBS, IN A PLANT IN FLORIDA USA, WHICH CAN PROVE THAT WE HAVE DIRECT BUSINESS AND QUOTAS WITH THEM. (PLEASE REVIEW DETAIL'S IN THE PROCEDURE AFTER POINT # 9) OUR COMPANY DOES NOT SHARE BILL OF LADING, SGS OR ANY OTHER DOCUMENT FROM PAST PERFORMANCES, BECAUSE WE DO NOT VIOLATE CONFIDENTIALITY CONTRACTS WITH ANY OF OUR CLIENTS.

ERRORS AND / OR TYPOGRAPHICAL AND / OR WRITTEN DIFFERENCES OF THIS NATURE BETWEEN THE ISSUING BANK AND THE DOCUMENTS ISSUED BY THE BENEFICIARY WILL NOT BE A REASON FOR DISCREPANCIES PROVIDED, SINCE THE AUTHOR'S INTENTION IS CLEAR IN THE TEXT.

OUR CORPORATE POLICY ONLY ALLOWS VERIFIABLE EMAIL ADDRESSES WE THEREFORE DON'T SEND ANY COMMUNICATION TO GMAIL, YAHOO OR ANY OTHER FREE EMAIL SERVICES. WE ONLY ACCEPT CORPORATE EMAILS WITH EXISTING DOMAINS AS PER THE GIVEN CIS OF ANY BUYER OR PRODUCER. ALL OUR PRODUCTS ARE CONFOR WITH UNITED NATIONS STANDARDS AND WE ACT ACCORDING TO SEVERAL UNITED NATION POLICIES FOR YOUR AND OUR SAFETY.

THOSE WHO ISSUE A FALSE LOI, ICPO, IMFPA, RWA, BCL, SCO, SPA, FCO AND CONTRACT AS WELL AS FALSE PRODUCT THIS IS A CRIME. AND CAN BE REPORTED TO FBI, ICC, AND INTERPOL. BECAUSE THIS IS A FEDERAL OFFENSE.

THIS ENTERED INTO FORCE ON 15 NOVEMBER 2018, AFTER A MEETING WAS HELD BETWEEN THE FEDERAL RESERVE, EUROPEAN CENTRAL BANK, INTERPOL, FEDERAL BUREAU OF INVESTIGATION AND CENTRAL INTELLIGENCE AGENCY. THE REASON FOR THIS MEASUREMENT IS TO PROTECT THE COMMODITY INDUSTRY, WHICH IS A FUNDAMENTAL PART OF THE WORLD ECONOMY.

FEDERAL BUREAU OF INVESTIGATION Washington, DC. 20535 0001 INTERPOL IP CRIME 69006 LYON, FRANCE. INTERNATIONAL CHAMBER OF COMMERCE 75008 PARIS, FRANCE.

Commodity:	Frozen Chicken Paws from JBS Brazil or USA	
Appearance:	As per below specs	
Shipping Terms for Sale:	CIF ASWP	
Origin:	Brazil or USA at your election	
Total / Contract Quantity:	From 50 FLC up to 300 FLC x 12 Months - TRIAL 25 FLC or more	
Destination Port	ASWP or TBA any other ocean port in China or Another Country	
Duration of Contract:	12 MONTHS agreement	Possible Extensions
Packing:	15- 20 kg cardboard box. Factory labels on boxes in English and Chinese.	
Price:	US \$3,350.00 / M. Ton	
Payment Terms:	DLC MT700 or SBLC MT760 IRREVOCABLE DIVISIBLE OR NOT, TRANSFERABLE OR NOT, NEGOTIABLE OR NOT, CONFIRMED WITH VALUE OF TWO MONTH SUPPLY, AND FOR A TERM OF ONE YEAR AND ONE DAY, THAT IS, 366 DAYS, ROLLOVER ISSUED AND CONFIRMED BY TOP 25 / 50 BANK AND PAYMENT PER SHIPPED AT LOADING PORT IN BRAZIL AGAINST DOCUMENTS, BY MT103 – PAYMENT MUST BE DONE THRU OUR BANK OF AMERICA ACCOUNT IN THE USA	
Value of Total Contract:	TOTAL=	
Value per month:		
Delivery terms:	CIF INCOTERMS 2020 or latest	

Inspection:	SGS / CCIC or similar
Insurance:	110%
Performance bond:	2% of the value of the DLC or any other instrument in this contract
Certificates required	Halal, Manufactures GACC,
Commissions	US \$ 50,00 include per MT free to share in the buyer side.

General Product Specification

- ✓ Well dressed and cleaned.
- ✓ No bad smell.
- ✓ No yellow skin.
- ✓ No feathers.
- ✓ No blood.
- ✓ No black pad.
- ✓ No bruise.
- ✓ No ammonia burns.
- ✓ Broken bones less than 2%.
- ✓ Moisture less than 3%.
- ✓ Calibrated
- ✓ Quality: grade A
- ✓ 100% fresh and frozen
- ✓ **Shelf Life:24 Months**

Working Procedures:

1 - The "Buyer" sends by email to the address of the "Seller", a letter of intent to purchase (LOI or ICPO) using their model or usual format. The document must include all the information about the "Product": The specifications, quantity, shipping method, packaging, destination, payment formula, the complete data of the "Buyer" and his bank.

2- The "Seller" after receiving the purchase intention letter, sent by the "Buyer". Prepares, and sends by email to the address of the "Buyer", an offer to sell the "Product" (SCO or FCO), which includes the price of the offer, the delivery conditions, the specifications of the product sent and the packaging, documents that must accompany the shipment, payment formula, commercial policy, data of "Buyer" and "Seller".

3º- If the "Buyer" accepts the offer sent by the "Seller", in the price offered and the conditions established by the "Seller" in the offer, he must return the document of the offer, signed and sealed, as a sign of acceptance, sending it by email to the email address of the "Seller". - The maximum period of validity of the offer is 5 business days, after this period, the offer is automatically cancelled.

4- Together with the signed and accepted offer, the "Buyer" sends to the "Seller", by e-mail to the address of the "Seller", a certificate of proof of funds (RWA), an indispensable requirement demanded by the "Seller", to be able to write and send the contract.

- The Fund Proof Document (RWA) must at least justify that the "Buyer" has sufficient funds to pay for the first shipment. It must be issued by the bank of the "Buyer" and be easily verifiable.
- If the "Buyer" does not show that he has the funds, in order to make the first purchase, the "Seller" will not send the contract, considering that the "Buyer" does not have sufficient economic solvency to meet the purchase commitment.

5º- Upon receipt of the signed and sealed offer, together with the proof of funds document. - The "Seller" will write the "Purchase- Sale" contract, under the conditions established in the offer sent and accepted by the "Buyer", including the terms of the agreement, and will send it by email to the address of the "Buyer", for you to review, verify, sign and seal. (We are using the DocuSign system)

6º- The "Buyer", within 3 working days, after having received the contract sent by the "Seller"; You must review the contract, and if you agree, you must return it signed and sealed to the "Seller". If the "Buyer" wishes to revise a clause of the contract, request a change of term or include an additional clause, he must notify it within 3 days after receiving the contract sent by the "Seller". The "Seller" agrees to review the changes proposed by the "Buyer" and apply them if they do not affect the structure of the contract, within 24 hours after receiving notification of the changes or revisions indicated by the "Buyer". After 24 hours of receiving the request for changes and revisions requested by the "Buyer", the "Seller" will send his response to the "Buyer" by email.

revisions, proposed by the "Buyer", the "Seller" will notify the "Buyer" by email that he does not accept the changes, and the terms and conditions established in the original agreement- agreement, sent by the "Seller", will be maintained. The "Buyer" must decide if he finally accepts to sign and seal the contract, without applying the suggested changes and revisions. The term for the final acceptance of the contract, after the acceptance or not of the changes and revisions requested by the "Buyer", will be two working days, in which case the "Buyer" must accept or reject the contract. In case the "Buyer" accepts the contract, he must return it signed and sealed to the email of the "Seller", within the mentioned period of two days. In case of not receiving a response from the "Buyer" within the indicated period of two days, the "Seller" will consider the offer invalidated, the contract being null, considering that the "Buyer" has no interest in signing the contract acceptance.

7º- Once the "Seller" receives from the "Buyer", the contract signed and sealed in sign of having accepted the purchase commitment. The "Seller" proceeds within 48 hours after sending the Pro-forma invoice by e-mail to the "Buyer", for the total value corresponding to the product batch of the current shipment.

8º- After the Pro-forma Invoice has been, sent by the "Seller" to the email address of the "Buyer". The "Buyer" has 24 hours to return it signed and stamped, sending it by email to the address of the "Seller", as a sign of acceptance of it.

9º- After the "Buyer" returns the Pro-signed Invoice signed and sealed in acceptance, sending it by email to the address of the "Seller". If the method of payment is through a banking instrument, the "Buyer" has five (5) days to send the draft payment instrument, according to the terms and conditions established in the contract. The "Seller" and its bank will review the draft of the financial instrument to verify that it meets the requirements requested to guarantee the payment of the commercial operation.

After the revision of the draft banking instrument, by the bank of the "Seller". The "Seller" will communicate to the "Buyer", if any change is necessary in the draft of the banking instrument, or if the draft of the banking instrument is correctly drafted. So that the "Buyer" through his bank, proceeds to send to the bank of the "Seller", the definitive operational payment / guarantee instrument. Under the appropriate conditions and terms, avoiding by means of this revision of the draft instrument of the payment, that the "Buyer" has additional expenses, which may derive from sending a definitive payment banking instrument, with errors of interpretation that are not accepted by the bank of the "Seller".

IN A SPECIAL MANNER, (OPTIONAL) this procedure offers that the signature of the contract noted in point 7 be made face to face during a visit that the legal representative of the purchasing company and one more person of his/her choice (it could be the purchase agent) must make to the seller's office in the city of Doral, Miami Dade County, Florida, USA. (in the presence of an official US notary) Date on which points 1 to 9 of this purchase process must have already been passed, with the exception of the signature of the contract mentioned in point 7 and the signature of the commercial invoice mentioned in point 8, which will also be done in physical presence (in the presence of an official US notary) during the visit to the seller's offices.

The day after the visit in Miami Dade, if possible, or within the next three days, both the seller and the buyer will travel to visit **the JBS chicken production plant**

<https://jbs.com.br/en/brands/> <https://jbsfoodsgroup.com/businesses/jbs-foods-usa>

(Plant Number: P-2632) Address: 19740 US Highway 90, Live Oak, FL 3206, USA. For this visit, it is required that 2 weeks before, the buyer delivers to the seller a letter with the full names and passport photos of the people who will go to the visit, representing the buyer. Each of the parties will pay out of their own money, the expenses of said visit, such as flights, meals and hotels, etc., as well as car rentals, in order to be able to get to the plant visit. To be able to make this visit, it is recommended to take a plane from Miami or Fort Lauderdale to the city of Tallahassee or Jacksonville in Florida, USA. **The JBS chicken production plant is approximately halfway between these two cities.**

It is clarified that this visit is only to demonstrate the relationship between the seller and its supplier JBS. According to the NCNDA confidentiality agreement, the buyer may not establish any relationship during the visit or in the following 5 years, or it would be considered a breach of confidentiality, and the full weight of the law would have to be exercised against the buyers or their companies with which it has any direct or indirect relationship.

The parties agree and express their consent that the chicken parts sold and purchased will not be those produced in the plant visited in Florida, USA, but rather those produced in any other JBS plant in Brazil, and from there they will be shipped to China.

However, if the buyer so wishes, delivery of chicken paw and other chicken parts could also be contracted, also from one of the JBS plants in the USA.

After this visit, the regular purchase-sale procedure continues.

10^o- Once the "Seller" Bank confirms to the "Seller", that it has received from the "Buyer" bank, the verification code SWIFT MT 103, corresponding to the sending of the bank instrument of payment or of having received the transfer (T / T), prepayment. And certify that the operating conditions of the financial instrument correspond to that stipulated in the contract signed by both parties and in the attached "Specifications". The "Seller", within 72 hours, proceeds to confirm to the "Buyer" that the financial instrument is correct and begins to count the agreed term for the delivery of the "Product".

11^o- The Performance Bond (PB) 2%: After confirmation by the bank of the "Seller" of having correctly received the bank payment instrument, sent by the bank of the "Buyer". The "Seller" will proceed through his bank, to send to the bank of the "Buyer", 2% of Performance Bond (PB) 2%. As a guarantee of compliance with the contract. The PB will be for 2% of each lot to be sent monthly, revolving month by month and operative for the time of validity of the contract; when the purchase is made through the following banking instruments: or DLC.

12º- Within the term of delivery of the product, which has been agreed in the purchase-sale contract signed between the parties; after the "Seller" bank confirms that it has received from the "Buyer" bank, the payment instrument under the agreed terms and conditions. The "Seller" will send the product through the carrier, to the loading port, so that it can be shipped to the port of destination.

13º- At the time of shipment, the "Seller" will deliver the documents to send the product to the "Buyer". The documents that confirm the shipment, and that correspond to those indicated in the contract of purchase and sale signed between the parties, will be sent bank to bank, from the bank of the "Seller" to the bank of the "Buyer". In addition, the "Seller" will send a copy of all documents to the address of the "Buyer's" tax address indicated in the contract by means of a courier agency (DHL or similar).

14º- The bank of the "Buyer" at the moment of receiving the documents that prove the shipment of the product, must release automatically the payment corresponding to the shipment of the batch of product in course, sending the SWIFT MT 103 code to the "Seller" bank, to release the agreed payment.

made by the independent agency SGS or similar and verify the shipping documents that accompany the shipment of the product. After the verification, you must automatically authorize the release of the payment of the bank instrument of payment in favor of the "Seller".

This SCO is for make an annual contract, subsequent shipments of the "Product" will follow the same procedure in times and routine.

Miami, September 26, 2024

Valid up to Oct 06, 2024

SIGNATURE AND PASSORT:

Validity: This Offer is valid for 10 Business Days Compiled and approved by:
Seller:
Date Issued: September 26, 2024

Buyer Accept All conditions and terms of this FCO.

SELLER
Company Name:
Legal Rep:
Address:
Email:
Cell Phone:

BUYER
Company Name:
Legal Rep:
Address:
Email:
Cell Phone:

SELLER / BUYER PASSPORT:

Seller / Buyer, Legal Certificate :

**STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY**

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company [REDACTED]

2. The Registered Office of the limited liability company in the State of Delaware is located at [REDACTED] Delaware [REDACTED] (street), in the City of Wilmington, Zip Code 19801-6601. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is CORPORATE SERVICE CENTER, INC.

By: [Signature]
Authorized Person

Name: Eliana Garcia
Print or Type