

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 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 FCO, WE THE SELLERS COMMIT OURSELVES TO THE BUYERS TO ARRANGE A DIRECT VISIT TO THE FACTORY

Visit Policy: Factory visits are reserved for clients who have submitted their ICPO, signed contracts NCNDA, and complied with payment terms (30% in advance). These visits are scheduled in coordination with SGS inspectors and representatives from the Ministry of Agriculture and Veterinary Department. We are committed to providing high-quality products and ensuring a seamless transaction process.

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 THE 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 CONFORM 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 Brazil	
Appearance:	As per below specs	
Shipping Terms for Sale:	CIF ASWP	
Origin:	Brazil or	
Total / Contract Quantity:	50 FLC x 12 Months - TRIAL 50 FLC	
Destination Port	ASWP or TBA any other ocean port in China or Another Country	
Duration of Contract:	12 MONTHS agreement	Possible Extensions
Packing:	Plastic bags in cartons (10–20 kg) or customized per buyer's	
	requirements. Export-grade cartons with polybag lining	
Price:	US \$3,450.00 / M. Ton	
	payment term: 30% commitment deposit prepayment is required	
Daywood Town	against the Proforma invoice to cover pre-shipment expenses su	
Payment Terms:	packing, freight, and other costs. The remaining 70% is	payable upon

	presentation of copies of the Bill of Lading and other shipping documents. Documentation only BANK TO BANK
	, i
Value of Total Contract:	TOTAL=
Value per month:	
Delivery terms:	CIF INCOTERMS 2020 or latest - 35 DAYS (±5 days) AFTER ORDER
	CONFIRMATION
Inspection:	SGS / CCIC or similar
Insurance:	110%
Performance bond:	NO
Certificates Offered	Halal, Manufactures GACC, HACCP, ISO 14001/ISO 45001-ISO 9001
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 an NCNDA 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, requests a change of term or includes 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 agrees 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 is 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 30% the deposit in advance at deposit in 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 plant of chicken processing, and the office of the plant in Brazil. For this visit, it is required that 2 weeks before, the buyer delivers to the seller a letter with the full name and passport, photos of the people who will go on 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 Sao Pablo, and them another plane at the city near the plant we will visit.

It is clarified that this visit is only to demonstrate the relationship between the seller and its supplier. 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 Brazil, but rather those produced in any other 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 our plants represented from Brazil

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

10º- Within the terms of delivery of the product, which has been agreed in the purchase-sale contract signed by the parties; after the "Seller" bank confirms that it has received from the "Buyer" bank, the 30% payment in front, 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.

11º- 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).

12º- 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 del 70% in favor of the "Seller".

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

Miami, April 9, 2025

SIGNATURE AND PASSPORT:

Seller:

Date Issued: April 9, 2025

Buyer Accept All conditions and terms of this FCO.

SELLER BUYER

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

Office:

BUYER PASSPORT: