



SCO OF - GMO - YELLOW CORN

Animal Nutrition: Appropriate

This offer expires 5 days after the date indicated in this document

The company that subscribes _____; with full corporate authority, and acting in representation of the main provider, and in service of the Buyer; through this offer, you guarantee and attest, under penalty of perjury. And assuming each and every one of the financial and/or legal responsibilities that may arise from any misrepresentation; Being subject to any of the applicable relevant damages, we declare unequivocally with total security that we are ready, willing and legally able to offer the product (s) indicated in this commercial offer.

Based on the future purchase-sale agreement derived from the present offer, we can receive and process the documentation that we process, with the legal responsibility for its disclosure. Providing support and mediation to the related parties, in order to successfully, and legally conclude this commercial agreement. To supply the following Product: **Yellow Corn GMO**, by means of annual supply contract. According to the information included in this offer: Product specifications, quantities, price/s, shipping and delivery conditions. Specifying that everything stated in this offer is subject to validation, through the execution of definitive agreements, signing of the purchase-sale contract and issuance of the corresponding payment instruments, which must be accepted, and signed by the parties.

OPERATION DETAILS	
Product / Commodity:	Yellow Corn, Grade #2 GMO
Product Origin:	Brazil
Contract:	Total Contract: 50,000.00 MT, Tolerance (+/- 5%)
Period of Contract:	12 Months Contract
Buying Incoterm Terms:	FOB
Port of Origin load:	Porto de Miritituba- PA, Brazil
Port of Destination Download:	TBD
Price Offered: (at Buyer's Choice)	Payment through a Banking instrument: SBLC Payment Instrument \$305,00 US Dollar MT
Commission	\$2.50 Buyer Side to all intermediaries.
Overprice:	Maximum \$5.00 USD. with down payment, 50% Seller and 50% Brokers split equally.
Shipping Terms:	In accordance with the delivery terms and international standards for the interpretation of the terms "Incoterms 2010"
Inspection Delivery Port:	Quality, quantity and weight, inspected and certified by SGS, in shipping port



Transportation Insurance:	110% of the value of the cargo, in favor of the buyer, CIF Incoterms 2010
SHIPMENT QUANTITY DETAILS	
Next Shipment:	As per agreement
Delivery:	Shipment in 30 to 35 days after receipt of payment
Next Delivery:	N/A
Transportation:	Marine Transport
PACKING AND LABEL	
Packing:	60 Kg Bags
Delivery in:	The "Product" shall be supplied in bulk. And shipped in the ship's deposits, in a container suitable for shipment and in 1,00 Kg Format in 40' Feet Containers

I. VALIDITY OF THE OFFER:

If Buyer has an interest this offer, you must read and accept the procedures to perform the operation, indicated on the following pages. This offer will have a validity of five (5) days from the date of signature and shipping; the customer must return it signed to the seller, to confirm their acceptance.

II. PROOF OF FUNDS:

The Buyer, upon accepting the offer, must return it signed and stamped, enclosing a bank certificate of proof of funds (RWA), issued by his bank, where he indicates that he has the economic capacity to meet the commitment to purchase this operation. In addition, with the CIS (Clients Information Sheet).

In Seller, after receiving the present offer signed and sealed, by the buyer, together with the bank certificate of proof of funds (RWA), the copies of Company Register and Buyer's Passport, proceed to issue the contract of the operation and send it to the Buyer, for review and signature.

III. DOCUMENTS TO BE SENT TO THE CUSTOMER WITH THE SHIPMENT

A- Ocean bill of lading marked "freight prepaid", clean on board issued to the order, and consigned to Buyer.

B- Commercial invoice (each signed in original and stamped by Seller).

C- Inspection certificate of weight and quality, quantity and packing issued by the inspection company SGS at port of loading showing kind, quality and quantity packed and shipped, evidencing that goods are in full conformity with specifications and conditions mentioned in present offer.

D- Shipping company statement confirming that the vessel does not exceed 20 (twenty) years, seaworthy and first-class P & I club covered insurance certificate.



E- Certificate of origin issued by chamber of commerce or similar competent organization.

F- Insurance certificate covering 110% (one hundred and ten percent) of the total invoice value.

G- Phytosanitary certificate indicating that the goods are of a quality adapted for human.

H- Packing list showing gross / net weight and number on ocean bill of lading.

-Upon receipt of hand-delivery of all documentation, the transfer of the payment from the "Buyer" to the "Seller" must be made immediately through Swift MT-103 for the total quantity loaded on the vessel under SGS certification. Quality, quantity and weight of the "Product" for the agreed INCOTERMS PRICE.

Subsequent Loads, if any, begin the same procedure in routine times.

IV. PROOF OF PERFORMANCE & PROOF OF PRODCUT (POP /POPC)

After receiving the confirmation from the seller's bank, which has been received correctly written and operative, the SBLC payment instrument, the Seller, through its bank, will send to the Buyer's bank the POP, of the existence and availability of the product, for the shipment of the first batch, within a period of 5 days.

For legal and confidential purposes, we do not provide historical data from other buyers. The actual Proof of Product (POP) will be presented by the Seller's Bank to the Buyer's Bank at the specified time in the Procedures.

The ultimate Proof of Product is supplied by the Seller's Bank to the Buyer's Bank, through shipping documents and certificates confirming that the same will be delivered in accordance with international specifications and executed in accordance with the contract.

V. EXCEPTIONAL AGREEMENT BETWEEN SELLER AND BUYER

To generate the confidence of the Buyer, the Seller, as an act of good faith, and of good intentions, exceptionally, after the signing of the purchase-sale agreement, accepts the following conditions requested by the Buyer:

1.- The Seller affirms that it has sufficient capacity to supply the amounts indicated in this offer.

2- Both parties, Buyer and Seller, accept that the contract to be signed between them, for the annual supply of the product, is the document with sufficient legal capacity to guarantee compliance with the purchase-sale agreement between the parties. The contract will be governed by the international standards of the International Chamber of Commerce, based on Incoterms 2010.

3.- Both parties agree to sign this offer, that the other documents that must accompany the order, will be delivered at the time of loading the product, to accompany the shipment, following the legal



parameters indicated by the applicable law based on Incoterms 2010 and the regulations of the International Chamber of Commerce.

4.- The documents indicated on section III. DOCUMENTS TO BE SENT TO THE CUSTOMER WITH THE SHIPMENT will be delivered at the port of loading, with the shipment and will serve for the release of the payment by means of sending the code MT 103.

VI. PAYMENT METHOD

For Orders per annual contract is accepted:

1.- Payment by bank Instrument: **The Buyer Shall issue and 100% Irrevocable, Divisible, Confirmed, Transferable, Negotiable,** Free of Expenses and Commissions, Unconditional, Stand by Letter of Credit (SBLC) MT760 for the value of one month invoice + MT103 For the release of the payment, against Shipping Document & SGS at sight Loading Port and active for 366 days. In accordance with the delivery terms and international standards for the interpretation of the terms "Incoterms 2010".

The Payment Instrument must be issued by an international TOP 25-50 bank of recognized prestige and must be issued a bank of a country without international sanctions. This method of payment will be made for each batch of product to send, for the duration of the contract.

2.- Payment by bank transfer (T/T): In advance after the signing of the contract, bank by bank, for the lot in progress. The customer can pay 40% in advance after signing the contract, against the delivery of the pro- forma invoice and the remaining 60%, against the shipping documents of the products.

RECOMMENDATION

We recommend that before sending the final bank instrument, send a draft of it, so that it can be reviewed by our financial department, this will save you time and money.

VII. PERFORMANCE BOND

The Performance Bond (PB) 2%: The Seller in cases can, only assume the Performance Bond, where banking instruments of payment intervene; when the purchase is through the following bank instruments: SBLC.

This method of payment will be made for each batch of product to send, for the duration of the contract.

ADDITIONAL INFORMATIONS

The SCO must be fully completed, signed and stamped to be validated.

This offer is in accordance with the terms and conditions of the international Chamber of Commerce extended to all parties involved in this transaction including the fees of consultants protected by the issuance of an irrevocable agreement paid by the Seller.

The SCO is exclusively to the recipient and supersedes all previous documents



VIII. PRODUCTS QUALITY

The quality of the product shall be corresponding as per inspection certificate issued SGS or compatible world-class Inspection or any of buyer's port of loading confirming that the commodity meets the technical specification. Nonperformance would be determined through the bank-to-bank verification and communication of each parts ability to perform under the terms of the contract.

IX. SPECIFICATIONS

1. Yellow corn: Grade No.2
2. Humidity: maximum 14%.
3. Broken grains and foreign materials: max 3%.
4. Damaged grains: max 3%.
5. Heat-damaged grains: maximum 0.2%.
6. Aflatoxin must not exceed: 10 max ppm.
7. Protein: min 9%.
8. Harvest: 2021/2022
9. Animal Nutrition: Appropriate
10. All kinds of molds: Free
11. Sprouted grains: Free
12. Insects (dead or alive): Free
13. Silica, sand: Free
- 14 heavy metals: Free
- 15 Bad smells of damage or mold: None

X. OTHER CONDITIONS AND GENERAL INFORMATION

1. The visit to the production/product collection center is allowed, after sending the signed and sealed contract and sending the bank instrument of payment, not activated, bank to bank. After the visit, the payment instrument must be activated automatically.
2. Contract draft will be available once we get all of final buyer's financial and company information and with SCO/FCO signed and sealed. In addition, copies of Company Register and Buyer's Passport.
3. Buyer's Bank needs to be top 25/50, if not will need Confirmation bank to be top 25/50.
4. Port of loading: Will be according to the contract and seller's availability.
5. Our prices here shown are the same from any of the origins here mentioned before, but final



confirmation on final price will be given once we receive ICPO from buyer and we confirm with our supplier.

6. Other payments terms or offers different from the ones here offered won't be accepted.
7. Insurance: 110% covered by seller side.
8. 2% Performance Bond will be activated on confirmation of financial mechanism.
9. We reserve the right to not accept offers from clients that we have already received from before from other brokers (we need to respect the chains of brokerage of each client). Even if the order is a different one from the one already received.

“Accepted and agreed without change (Electronic signature is valid and accepted as hand signature)”

EDT (ELECTRONIC DOCUMENT TRANSMISSIONS)

EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be: -

Incorporate **U.S. Public Law 106-229**, “Electronic Signatures in Global & National Commerce Act” or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001)

1. **ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000)** adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).

EDT documents shall be subject to **European Community Directive No. 95/46/EEC**, as applicable. Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instruments.

SELLER'S Representative

Authorized Signatory:

First Name:

Title:

Signature

**Sign this SCO in acceptance of the business and its terms,
with it we will send you the SPA contract and to close quickly.**

BUYER'S Representative

Authorized Signatory:

Name:

Title:

Signature