



# SMART BANKED TECHNOLOGIES

<b>Vendor:</b>	EXIM Group Holding LTDA	<b>Place of Origin:</b>	Brazil
<b>Category:</b>	Agriculture	<b>Total Units (Metric Tons):</b>	300,000 +/- 5%
<b>Commodity:</b>	Sugar ICUMSA 45	<b>Total Contract Price (USD):</b>	\$115,500,000 CIF to destination port
<b>Grade:</b>		<b>Price Per Unit:</b>	\$385 CIF to destination port
<b>Price Per Shipment:</b>	\$9,625,000 CIF to destination port	<b>Contract Quantity:</b>	25,000 MT/Month +/- 5%
<b>Contract Period/Duration:</b>	1 year	<b>Shipping Port:</b>	Santos, Brazil

<b>Destination/Product Discharge:</b>	<p>Destination shall be subject to country restrictions and buyer confirmation, buyer having all import permissions and permits in writing, and copy sent to seller.</p> <p>Buyer bears the sole responsibility of securing all permits, licenses or any other documents required by the government of the importing nation. Seller will bear no responsibility to provide such documentation. The basis of delivery for all shipments shall be minimum of 25,000 MT (twenty-five thousand metric tons) spot.</p>
<b>Product Delivery:</b>	<p>The date(s) of loading at terminal shall be considered the date(s) of delivery. The first delivery shall begin no later than thirty to forty-five (30-45) days after electronic signing of the contract on the Platform. If discrepancies result in relation to the inspection certificate(s) issued at the port of loading Santos/Brazil for the shipment, it is hereby agreed that arbitration shall be employed to determine the appropriate judgment. buyer and seller agree to be bound by the arbitrator's decision for or against either buyer or seller.</p>
<b>Contracted Quantity:</b>	<p>The total quantity of the contract shall be determined by the certifications of weight issued by the inspection authority and by the bill of lading of the shipment that was in effect delivered to the Buyer. The total quantity will also be examined at the destination 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. Buyer and seller agree to be bound by the arbitrator's decision for or against either Buyer or seller.</p>



## Specifications:

POLARITY AT @ 20 DEGREE CENT: 99.80 MINIMUM  
 SULPHATED & ASH CONTENT: 00.04% MAXIMUM  
 MOISTURE: 00.04% MAXIMUM  
 SOLUBILITY: 100% DRY & FREE FLOWING  
 GRANULATION: FINE STANDARD  
 ICUMSA: 45 RBU ICUMSA, ATTENUATION INDEX  
 UNITS METHOD # 10-1978  
 COLOUR: CRYSTAL WHITE  
 SO2: 20 PPM  
 RADIATION: NORMAL W/O PRESENCE OF CESIUM  
 OR IODINE SO2: CERTIFIED  
 SEDIMENTS: NONE  
 SMELL: FREE FROM ANY SMELL  
 CROP 2021

MAGNETIC PARTICLES: MG/K4  
 SO: MG/ K 20  
 MAX AS: 1 P.P.M.  
 MAX OS: 2 P.P.M.  
 MAX CU: 3 P.P.M.  
 REDUCING SUGAR: 0.010% MAXIMUM IN DRY MASS  
 HPN STAPH AUREUS: PER 1 GRAM - NIL  
 MICROBIOLOGICAL LIMITS: PATHOGENIC BACTERIA  
 INCLUDING SALMONELLA PER 1 GRAM  
 -NIL BACILLUS P 1 GRAM - NIL  
 SUBSTANCE: SOLID, CRYSTAL  
 PESTICIDE TRACES: MAXIMUM MG/KG BASIS -DDT  
 0,005-PHOTOXIN 0.01 HEXANCHLORAN-GAMMA  
 ISOMER 0.005

### Product Weight and Quality:

Each shipment of white refined sugar- ICUMSA 45 shall be provided with an inspection certificate of weight and quality at time of loading and such certificate shall be provided by Société Générale de Surveillance (SGS) or similar recognized authority at seller's expense.

### Shipment Packaging:

50 KG net new sacks made of anti-slip, woven PP with a minimum weight of 85g/m<sup>2</sup>, with a polyethylene inner pocket welded to the bottom, 50 microns LPDE of 30 microns HPDE. Sacks made of woven PP are to be given a special food-grade "ultra violet" treatment. The lower and upper edges are to be stitched together with the PE sack. They should correspond to EN Standards 277. Packed into MT per big bag in order to load and unload. Two percent (2%) spare bags printed with the requested marking must be shipped along with the cargo.

### Payment Terms:

Shall be made monthly using the payment system provided by SmartBanked, after the acceptance by the Buyer of an electronically-provided copy of the full set of shipping documents and SGS certificate, for USD \$9,625,000 (nine million six hundred twenty five thousand United States Dollars) per shipment. The buyer must accept the full set of shipping documents and SGS certificate within seven (7) working days after the buyer's electronic receipt of those documents, so long as those documents are reasonably in conformity with document requirements. After seven (7) working days, the penalty clause will come into effect and the seller will be free to offer the vessel to another buyer on the SmartBanked platform.



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<b>Shipping Documentation per Shipment:</b>	<p>The seller will provide the buyer with shipping documentation and SGS certificates electronically through the SmartBanked platform. Originals will be delivered to the buyer within a reasonable time thereafter. The seller must electronically provide the buyer with the following documents for each shipment before the buyer is required to make payment:</p> <ul style="list-style-type: none"><li>• Signed commercial invoices;</li><li>• Full set of clean on-board;</li><li>• Ocean bill of lading (B/L) marked "freight pre-paid" issued to the order of buyer or buyer's bank;</li><li>• Certificate of quality;</li><li>• Quantity and weight inspection issued by SGS at loading and at the port of destination;</li><li>• Certificate of origin issued by the chamber of commerce and industry of the country of origin;</li><li>• Non-radioactivity certificate;</li><li>• Phytosanitary certificate issued by the appropriate government authority in country of origin;</li><li>• Packing list showing: i) gross/net weight; ii) the number of ocean bill of lading;</li><li>• Insurance certificate covering 110% of the total value of this contract; and</li><li>• Any other specific documents reasonably required by buyer's bank.</li></ul>
<b>Import Facilities, Documents, Taxes, and Fees:</b>	<p>All taxes or levies imposed by the country of destination having any effect on this contract are on the buyer's account and buyer's sole responsibility. Buyer must have all import permissions and permits in writing. Buyer bears the sole responsibility of securing all permits, licenses or any other documents required by the government of the importing nation. Buyer will bear all costs associated with securing such documents and will also bear all costs and penalties if such documents are not secured. Seller will bear no responsibility to provide other documentation than which is stated in this contract. In no case shall the seller be held liable for missing or improper documentation the buyer is required to provide. Seller shall be held liable for missing or improper documentation the seller is required to provide. Shipping based on Incoterms 2020.</p>
<b>Force Majeure:</b>	<p>Neither party to this contract shall be held responsible for breach of contract caused by an act of God, insurrection, civil war, war, epidemic, pandemic, military operation or local emergency. The buyer and seller accept the international provision of "force majeure" as published by the international chamber of commerce, Geneva, Switzerland, and as defined by I.C.C. rules uniform customs and practice (<a href="http://www.iccwbo.org/index.asp">http://www.iccwbo.org/index.asp</a>).</p>
<b>Governing Law:</b>	<p>This contract shall be governed, and interpreted in accordance with the United Nations Convention for the Sale of Goods (U.N. Convention). In event of inconsistency between this contract and the provisions of the U.N. Convention, this contract shall have priority for the purpose of Article 39 of the U.N. Convention a reasonable period of time which is deemed to be five (5) days. This contract shall further be construed in accordance with the courts of the buyer's jurisdiction of residence.</p>



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<b>Non-Compliance and Penalty:</b>	The seller warrants to pay all charges of the loss and damage incurred and an additional 10% (ten percent) of 1 (one) shipment value as penalty without dispute if the seller fails to execute the delivery of goods to the destination after agreed payment has been issued and within the specified validity of the loading time. The seller will pay this penalty payment directly to the buyer and will not use the SmartBanked platform to make this penalty payment to the buyer. The buyer agrees to pay all charges of the loss and damage incurred and an additional 10% (ten percent) of 1 (one) shipment value as penalty without dispute to the seller in case the buyer fails to pay for goods after receipt of shipping documents as per payment terms in the transaction contract. The buyer will pay this penalty payment directly to the seller and will not use the SmartBanked platform to make this penalty payment to the seller.
<b>Disputes and Arbitration:</b>	The parties hereby agree to settle all disputes amicably. If settlement is not reached, the dispute in question shall be submitted and settled by Arbitration at the Swiss Chamber's arbitration institution in Zurich, Switzerland by one or more arbitrators appointed in accordance with said rules. Any legal expenses and all other expenses incurred by seller will be paid in full by the buyer if said buyer fails to comply with the terms of this contract once signed. Any legal expenses and all other expenses incurred by buyer will be paid in full by the seller if said seller fails to comply with the terms of this contract once signed.
<b>Indemnification of SmartBanked:</b>	Buyer and seller agree that SmartBanked provides identity, product, and funds verification along with a method of payment from buyer to seller. Buyer and seller agree that no services provided by SmartBanked give rise to a fiduciary relationship between SmartBanked and either buyer or seller and SmartBanked shall not have a fiduciary relationship with either buyer or seller. Buyer and seller agree to indemnify SmartBanked and its affiliates and hold SmartBanked and its affiliates harmless from and against any and all losses any loss, liability, or expense incurred by SmartBanked without gross negligence or bad faith on SmartBanked's part, arising out of or in connection with: i) the provision of services by SmartBanked; ii) the delivery of the goods described in the contract between buyer and seller; or iii) the payment for those goods delivered. Such indemnity includes the costs and expenses (including actual legal fees and expenses) of defending SmartBanked against, or investigating, any claim or liability in connection with the exercise or performance of any of SmartBanked's services.

