

NEW HUB SUPPLY CHAIN LTD.



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IMMUTABLE/NON-NEGOTIABLE CLAUSES

Clause one: validity

Article I: term of validity of this contract.

Paragraph (a): this contract is valid for five calendar days from its issue.

Paragraph (b): The buyer should analyze, and if there are any notes, they should do so within this period. If there are no notes, the buyer should sign and send them to the seller.

Paragraph (c): after the five days, the items, values, and prices may be changed.

Clause two: trial + long-term + spot

Article I: trial

Paragraph (a): "Trial" is understood as the first shipment of the contract.

Paragraph (b): for the first shipment to be understood as a "trial," the "trial" must be part of the long-term contract, and the same bank guarantee must be used to cover the contract. Paragraph (c): If the quantity requested for trial shipment is equal to the amount required for the long term, there are no requirements.

Paragraph (d): In the case where the quantity requested for trial shipment is less than that asked for in the long term, In this case, it is established that the bank guarantee shall cover the value relating to the highest quantity mentioned in the contract (for example, trial 25kmt + extended 50kmt, the value of the bank guarantee will be applied to the financial amount for disbursement at 50kmt).



Paragraph (e): whenever the quantity of product requested for the first shipment (trial) is less than the quantity demanded for the long-term (other shipments under the contract), and the same price per mt is applied in a linear manner (same value from the first to the twelfth shipment), in this case, if the buyer interrupts the contract after the test order (without force majeure), he must pay the difference in price at the current rate. The current rate is a complementary value between the value for the different quantities according to the market-determined at the time of purchase.

Article II: long-term

Paragraph (a): long-term contract, usually 12 months and supported by a single bank guarantee.

Article II: spot

Paragraph (a) refers to a single purchase, which is always more expensive than an annual (long-term) purchase.

Clause three: bank guarantee:

Standby letter of credit (SBLC): irrevocable, transferable, divisible, operational, and at sight. Type of message (mt 760). Top 50 banks.

Escrow account: The guaranteed account to be used is Banco Daycoval (the guaranteed account is in the name of the new hub supply chain). Digital keys and criteria are defined in the sale and purchase contract. (In the case of a contract, the amount deposited should be equivalent to one month of shipment; however, the deposit will remain deposited as a guarantee for the duration of the agreement, which may be 12 months. The amount will be discounted from the bank in the last month (12th month) for payment of this, avoiding shipment by charterer - mt103 72.

Documentary letter of credit (DLC): irrevocable, transferable, divisible, operational, and at sight (message type (mt700). Bank account outside Brazil. Bank 25 is best.

Clause four: term of the contract

Article I: contract termination after the first shipment and before its end.

Paragraph (a): the contract may only be terminated for reasons of force majeure.

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Paragraph (b): in the event of termination by the buyer, without reasons of force majeure, it is subject to a fine of USD 100,000.00

Clause five: payment method: via message type (mt 103.72)

Article I: before shipment (cash against documents)

Paragraph (a): payment made against the presentation of documents on behalf of the international buyer, including export customs clearance on behalf of the buyer (consignee/foreign importer).

Article II: Post-shipment

Paragraph (a): only SBLC is accepted

Paragraph (b): payment must be made within five days after the vessel leaves the port of loading (port of origin). Paragraph (c): Payment is made upon presenting copies of original documents in the name of the international buyer, including export customs clearance in the buyer's name (consignee/foreign importer).

Paragraph (d): The original documents will be sent to the buyer only after the cash in the seller's bank account is confirmed.

Article III: payment at the port of destination

Paragraph (a): only SBLC in the amount equal to two (2) months of shipment is accepted.

Paragraph (b): payment must be made within five days after the vessel reaches the port of destination (at anchored or docked/moored).

Paragraph (c): Payment is made upon presenting copies of original documents in the name of the international buyer, including export customs clearance in the buyer's name (consignee/foreign importer).

Paragraph (d): The original documents will be sent to the buyer only after the money in the seller's bank account is confirmed.

Clause six: proof of product against evidence of funds.

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Article I: presentation of documents, commitments, and penalties for non-compliance.

Paragraph (a): Within three business days after the contract comes into force (after both parties have signed it), the buyer shall provide the following documents as proof of funds and commitment:

1. Proof of sufficient funds for the purchase.
2. Certificate of Chinese quota for the purchase of sugar.
3. Proof that sugar has been bought from Brazil in the last two years.

Paragraph (b): in response to receipt of the documents mentioned in paragraph (a), the seller must send to the buyer, within a maximum period of 3 days, the following documents as proof of product (pop) and commitment:

1. New hub GACC + GACC from the mills
2. Video with a billboard showing new hub trading data (video lasting 10 seconds), keeping it confidential and not disclosing it to third parties. Or the video can be sent to the bank as one of the attachments to mt 799.
3. Authenticated letter confirming with the Brazilian public registry our commitment and ability to operate with the mills and deliver the product.

Note: "When ratifying our commitment to deliver sugar, we do not specify a single sugar mill. If we do, we will be bound to that mill and may be subject to price variations."

Paragraph (c): request for video inventory of goods: contracts require production. Therefore, it is only possible to provide (present) product inventory (by video or in writing) after manufacturing and initial inventory.

"Before manufacturing, the product does not exist" " which means that the stored product inventory is the property of the buyer who has already paid for the product. Only after the purchase is completed (BG issued) will production of the product begin.

For this reason, any previous video presented will show the goods that belong to a third-party buyer.

Sole clause.

After the seller has complied with the steps of documentary presentation required by the buyer, especially those relating to pop (the buyer will no longer be able to withdraw the purchase under any pretext. Should this occur, the buyer must pay a fine of USD 100,000.00, equivalent to 1% of the purchase value of one month of shipping - the highest amount will be applied to guarantee compliance with this clause.

After the buyer and seller sign this contract, the spa described herein will obtain the signature of the Chinese consulate in Brazil and/or chambers of commerce: Brazil-China and Latin American Association of International Trade Operators.

A new hub supply chain will send an invoice for the mentioned amount and the signed spa. NHSC will cancel the invoice after the bank guarantee is opened.

Paragraph (d): once the bank guarantee is issued, the buyer or his representative in Brazil may visit the customs warehouse (after delivery of the product at the port).

End of stone clauses.

PROCEDURES FOR TRADING COMMODITIES

Dear Buyers from the Middle East, Asia, and Africa

For you to be assertive in your ONLINE & OFFLINE purchase negotiation regarding agricultural commodities, we suggest you carefully follow the following guidelines and outlined stone clauses:

□ First, as a parameter, observe the quotation of agricultural commodities on the Chicago Stock Exchange through the website below, and check if the prices are by your Target Price, that is, your target price:

For the website in Portuguese, use this link: <https://www.newhubtrading.com>

□ Observe whether the banking requirements of NHSC Market Intelligence, payment methods, and guarantees follow your intention.

□ Check the website below and see if the bank listed in your LOI and ICPO is included in the list of TOP Prime 50 banks:

<https://accuity.com/resources/bank-rankings-top-banks-in-the-world/>

Check if our SALES PROCEDURES below meet your expectations:

1. Based on the actual written manifestation of purchase intent via corporate email, NHSC Market Intelligence will make the draft of the NCNDA available for the buyer to sign within 48 hours.

2- The buyer issues the LOI (letter of intent) within 72 hours from the date of signature of the NCNDA in the A. R Market Intelligence standard. See the editable LOI model below:

3- The Seller issues the SCO (Corporate Offer) within 72 hours after receiving the LOI.

4—Within 48 hours, the buyer issues the ICPO (Irrevocable Corporate Purchase Order), Comfort Letter Bank (BCL), and RWA as Proof of Funds (POF).

5- The Seller/Exporter issues the FCO (Complete Corporate Offer) within 48 hours.

6- The buyer returns the signed and stamped FCO on letterhead within 24 hours.

7- The seller issues the draft of the contract.

8—The buyer must return the signed, stamped, and scanned draft of the contract by email within 48 hours. Until the copies are exchanged, the contract will be considered a legal and official Purchase and Sale Agreement.

9- The seller issues a Commercial Invoice.

10- The buyer returns the stamped and signed Commercial Invoice within 24 hours;

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11 – The buyer sends the LC or SBLC Verbiage within 48 hours.

12 – The seller returns the above bank instrument with possible changes.

13- The buyer's bank issues the L/C Letter of Credit (LC) or Stand-By Letter of Credit (SBLC) - (MT 700/MT 760) as a guarantee for one month and sends it to the seller's bank within 5 business days. The bank instrument must be transferable, irrevocable, divisible, operational, renewable, and confirmed by one of the Top Prime 50 banks. Payment will be made in cash by MT 103 upon presentation of the shipping documents (B/L + SGS).

14 – After the bank instrument is opened, the seller's bank sends the buyer's bank the Performance Bond (PB) of 2% in the value of one shipment and the POP (Proof of Product) within 5 business days.

15 – The buyer will receive an invitation letter to accompany the shipment to the port of shipment.

16 – The ship will be loaded within 45 days.

17 – Payment against BL and SGS shipping documents, as per item 13.

SGS is a market leader in inspection, verification, testing, and certification of companies; that is, it is recognized as a world reference in quality and integrity. For additional information, see the website below:

<http://www.sgs.com>

18– Ship release.

FINALLY, IT IS STRESSED THAT:

The presentation of the BCL or RWA as POF (Proof of Funds), as per item 4, is essential for the negotiation to continue.

All documents sent must be issued on letterhead, stamped, and signed by the CEO and CFO in PDF format.

Documents such as LOI/ICPO will only be analyzed and accepted if they are by the seller's requirements, such as:

Payment method.

Guarantee method.

Target Price (According to available offer);

Bank (Top Prime 50).

And other procedures.

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