



PANGEIA
NEXUS GROUP

PANGEIA NEXUS GROUP LTDA

Global Commodity Trade

SALES & PURCHASE AGREEMENT (SPA)

CONTRACT REF: _____

SPA TABLE

Field	Details
DATE	_____
CONTRACT CODE	_____
PRODUCT	_____
GRADE / SPECIFICATION	_____
ORIGIN	_____
SPOT QTY	_____ MT
MONTH QTY	_____ MT
TOTAL QUANTITY	_____ MT
INCOTERMS	_____
DISCHARGE PORT	_____
SELLING PRICE	USD _____ /MT





This Contract is made between the following parties hereto and entered this day and becomes valid upon signature execution by both Parties:

AS SELLER

Field	Details
COMPANY	PANGEIA NEXUS GROUP LTDA
REGISTRATION NUMBER	_____
ADDRESS	_____
TELEPHONE	_____
EMAIL	_____
AUTHORIZED BY	_____
POSITION	_____
COUNTRY	Brazil

AS THE BUYER

Field	Details
COMPANY	_____
REGISTRATION NUMBER	_____
ADDRESS	_____
TELEPHONE	_____
EMAIL	_____
AUTHORIZED BY	_____
POSITION	_____
COUNTRY	_____





WHEREAS THE SELLER AND BUYER, EACH WITH FULL CORPORATE AUTHORITY, CERTIFIES, REPRESENTS AND WARRANTS THAT EACH CAN FULFILL THE REQUIREMENTS OF THIS CONTRACT AND RESPECTIVELY PROVIDE THE PRODUCTS AND THE FUNDS REFERRED TO HEREIN, ON TIME AND UNDER THE TERMS AGREED TO HEREINAFTER; AND WHEREAS THE SELLER HEREBY AGREES AND MAKES AN IRREVOCABLE FIRM CONTRACT TO SELL; AND WHEREAS THE BUYER HEREBY AGREES AND MAKES AN IRREVOCABLE FIRM CONTRACT TO PURCHASE THE MENTIONED COMMODITY AND WHEREAS THE LEGAL REPRESENTATIVE OF THE BUYER ENGAGES HIS PERSONAL RESPONSIBILITY ON THESE OWN ASSETS WITHIN THE FRAMEWORK OF THESE PRESENT; WHEREAS THE SELLER AND THE BUYER BOTH AGREE TO FINALIZE THIS CONTRACT UNDER ITS TERMS AND CONDITIONS; WHEREAS BOTH PARTIES HEREBY AGREE TO HONOUR THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT IN ACCORDANCE WITH THE INTERNATIONAL CHAMBER OF COMMERCE ICC RULES FOR INTERNATIONAL TRADE. IT IS THEREFORE AGREED AS FOLLOWS:

CLAUSE 1: OBJECT

- THE SELLER SELLS AND THE BUYER PURCHASES THE COMMODITY DESCRIBED IN THE SPA TABLE ABOVE, IN ACCORDANCE WITH THE SPECIFICATIONS AND QUALITY DESCRIBED IN THIS CONTRACT (HEREINAFTER CALLED "GOODS").
- THE SPECIFICATION OF THE GOODS IS PROVIDED IN **APPENDIX NO. 1** HERETO.

CLAUSE 2: DELIVERY BASIS AND TERMS

- THE SELLER SHALL DELIVER THE GOODS UNDER DELIVERY CONDITION _____ [e.g., CIF / FOB / CFR] TO ANY SAFE SEAPORT AS AGREED.
- PACKAGING: _____ [e.g., 50 KG BAGS / BULK / DRUMS / AS PER COMMODITY REQUIREMENTS]





- EACH PACKAGE / UNIT SHALL BE CLEARLY MARKED IN ENGLISH WITH ALL REQUIRED TRADE INFORMATION.
- BUYER MUST HAVE THE APPROPRIATE IMPORTATION PERMIT / QUOTA FROM THE DESTINATION COUNTRY AUTHORITIES. SELLER IS NOT RESPONSIBLE FOR THAT.
- AFTER RECEIVING AND VALIDATION OF THE FINANCIAL INSTRUMENT, SHIPMENT STARTS WITHIN: **30 DAYS MAXIMUM**.
- DELIVERY TIME FROM LOADING PORT TO DESTINATION PORT: WITHIN **35-40 DAYS MAXIMUM** FOR THE FIRST SHIPMENT. DELIVERY STARTS AFTER THE FINANCIAL INSTRUMENT IS OPENED, VALIDATED, AND INSPECTION IS REALIZED.
- LOADING PORT: _____ [e.g., ANY PORT OF BRAZIL / ORIGIN COUNTRY]
- COUNTRY OF ORIGIN: _____
- DELIVERY PORT: _____

CLAUSE 3: QUANTITY OF GOODS

- THE UNIT OF MEASUREMENT IN THIS CONTRACT IS **METRIC TONS (MT)**.
- THE QUANTITY OF GOODS WILL BE CONFIRMED BY SGS / INTERTEK / BUREAU VERITAS AT THE LOADING PORT AT THE EXPENSE OF THE SELLER BY A CERTIFICATE ISSUED BY THE INDEPENDENT INTERNATIONAL SURVEY COMPANY.
- THE TOTAL QUANTITY TO BE DELIVERED IS: _____ MT (+/- 5%)
- DELIVERY DIAGRAM:

PERIOD	QTY (MT)	START DATE
_____	_____	_____
_____	_____	_____





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CLAUSE 4: WEIGHT AND QUALITY OF GOODS

- THE "GOODS" REFERRED TO IN THIS CONTRACT SHALL CONFORM TO THE SPECIFICATION IN **APPENDIX NO. 1** HERETO.
- THE QUALITY OF THE GOODS WILL BE CONFIRMED BY A CERTIFICATE ISSUED BY THE INDEPENDENT INTERNATIONAL SURVEY COMPANY SGS (OR EQUIVALENT) AT THE PORT OF LOADING, WHICH SHALL BE BINDING ON BOTH PARTIES IN ALL RESPECTS.
- ON DEMAND OF THE BUYER AND AT HIS OWN COST / CHARGES, HE CAN REQUEST HIS OWN INDEPENDENT INSPECTION AT THE LOADING PORT.

CLAUSE 5: PRICE AND TOTAL AMOUNT OF CONTRACT

- THE BUYER SHALL PAY THE SELLER IN UNITED STATES DOLLARS (USD).
- THE PRICE OF THE GOODS INCLUDES ALL COSTS INCURRED BY THE SELLER UP TO AND INCLUDING THE AGREED DELIVERY BASIS, EXCEPT WHERE THE CONTRACT SPECIFICALLY PROVIDES FOR A COST TO BE BORNE BY THE BUYER.
- INSURANCE: CARGO INSURANCE 110%, ALL RISK.

CONTRACT QUANTITY AND VALUE		
PERIOD / MONTH	QTY (MT)	AMOUNT (USD)
_____	_____	USD _____
TOTAL CONTRACT VALUE		USD _____
DURATION: _____ MONTHS + ROLLS & EXTENSIONS		

CLAUSE 6: SCHEDULED DATE OF ARRIVAL





- IS THE DATE WHEN THE VESSEL IS SCHEDULED TO BE ALONGSIDE THE QUAY AND AVAILABLE TO TAKE DELIVERY OF THE GOODS, AS PER BOTH SELLER AND BUYER MUTUAL NOTIFICATIONS AND PROVISIONS IN THE CONTRACT.
- THE STARTING DATE WILL BE DETERMINED ONCE THE SELLER'S DESIGNATED ACCOUNT RECEIVES AND CONFIRMS THE PAYMENT INSTRUMENT.

PERIOD	QTY (MT)	DELIVERY PORT
_____	_____	_____
TOTAL QUANTITY:	_____ MT	

CLAUSE 7: PAYMENT TERMS AND GENERAL CONDITIONS

PAYMENT INSTRUMENT MUST BE ADDRESSED TO: **PANGEIA NEXUS GROUP LTDA**

ALL FINANCIAL INSTRUMENTS SHALL BE ISSUED BY A TOP-TIER PRIME BANK.

PAYMENT GUARANTEE:

SBLC – FROM A WORLD TOP 50 BANK – BY SBLC 100%, AMOUNTING TO USD _____ /– WITH PANGEIA NEXUS GROUP LTDA AS BENEFICIARY; 100% CASH-BACKED, IRREVOCABLE, CONFIRMED, DIVISIBLE, TRANSFERABLE, UNCONDITIONAL AND UNRESTRICTED, OPERATIVE AT SIGHT AT LOADING PORT VIA MT 760 GIVEN AS GUARANTEE ONLY (VALID FOR CONTRACT PERIOD + 12 MONTHS + 1 DAY).

PAYMENT RELEASE: BUYER PAYS BY MT103/TT AT LOADING PORT AGAINST THE OFFICIAL SHIPPING DOCUMENTS INCLUDING BILL OF LADING AND SGS / INSPECTION REPORT, WITHIN **3 BANKING DAYS**.

ALL REAL PAYMENT MUST BE DONE BY MT103/TT AT LOADING PORT. FINANCIAL INSTRUMENTS ARE ONLY TAKEN AS GUARANTEE.





NOTE: SGS OR EQUIVALENT INSPECTION REPORT AT LOADING PORT IS THE ONLY INSPECTION REFERENCE FOR PAYMENT RELEASE.

PRICE REVIEW MECHANISM:

- IN THE EVENT OF MARKET FLUCTUATION – WITH THE PRICES ON THE RELEVANT INTERNATIONAL COMMODITIES MARKET AS A REFERENCE – UPWARD OR DOWNWARD BY 3% OVER 30 CONSECUTIVE DAYS, THE PARTIES MAY REQUEST A REVIEW AND ADJUSTMENT OF THE PRICE BY MUTUAL AGREEMENT FOR THE FOLLOWING SHIPMENT.
- SELLER MUST NEGOTIATE A NEW PRICE WITH THE BUYER AND THE FINAL AGREED PRICE MUST BE COMMUNICATED BY EMAIL AND ACKNOWLEDGED IN WRITING BY THE BUYER.
- IF THE NEW NEGOTIATED PRICE IS NOT AGREEABLE, THEN THIS CONTRACT WILL BE CANCELLED AMICABLY WITHOUT ANY MUTUAL PENALTY FEES.

CLAUSE 8: PROCEDURE

1. SELLER SENDS THE DRAFT SALES AND PURCHASE AGREEMENT (SPA) TO BUYER.
2. WITHIN 7 BUSINESS DAYS, BUYER SIGNS BACK THE SPA, INPUTS AUTHORIZED SIGNER'S PASSPORT, PROOF THAT THE SIGNER IS AUTHORIZED TO SIGN THIS CONTRACT, THE INCORPORATION CERTIFICATE OF THE COMPANY, AND SENDS ITS OWN COMPANY CIS/KYC AND THE CIS/KYC OF THE ISSUER OF THE FINANCIAL INSTRUMENT (IF BUYER IS USING A FINANCIER), AND SENDS BACK TO THE OFFICIAL EMAIL OF SELLER: _____.
3. SELLER SIGNS THE SPA AND SENDS BACK ACCOMPANIED WITH THE PROFORMA INVOICE.
4. BUYER RETURNS THE PROFORMA INVOICE SIGNED WITH A BCL + ATV ISSUED BY BUYER'S BANK ON THE BUYER'S NAME TO SELLER'S BANK.





5. AFTER HAVING BEEN SIGNED AND STAMPED MANUALLY BY SELLER AND BUYER, THE CONTRACT SENT VIA **DOCUSIGN** (<https://www.docusign.com/>) SHALL BE DEEMED AS HAVING ORIGINAL VALUE WITH ALL ASSOCIATED LEGAL SCOPE AND SHALL SUBSTITUTE THE ORIGINAL PAPER.
6. WITHIN 7 BUSINESS DAYS, BUYER ISSUES THE FINANCIAL INSTRUMENT DRAFT – GENUINE BANK DRAFT WITH ALL RELATED INFORMATION – TO SELLER BY OFFICIAL EMAIL.
7. SELLER VALIDATES DRAFT AND INDICATES REVISIONS IF NEEDED, OR ADVISES IF THE FINANCIAL INSTRUMENT CAN BE OPENED. NO FINANCIAL INSTRUMENT SHOULD BE SENT DIRECTLY TO THE BANK WITHOUT PRIOR VALIDATION OF THE DRAFT; OTHERWISE IT WILL BE REFUSED AND SHALL CONSTITUTE A BREACH.
8. WITHIN 10 BUSINESS DAYS AFTER FINANCIAL INSTRUMENT DRAFT VALIDATION, BUYER'S BANK SENDS THE SWIFT (MT760) MESSAGE TO SELLER'S BANK.
9. WITHIN 10 DAYS MAXIMUM AFTER THE FINANCIAL INSTRUMENT IS OPENED AND VALIDATED, A 2% PERFORMANCE BOND – VALID FOR THE DURATION OF THE SBLC VALIDITY PERIOD – IS GRANTED TO BUYER'S BANK (NOT APPLICABLE FOR SPOT OR TRIAL ORDERS).
10. WITHIN 35–40 DAYS MAXIMUM, FIRST SHIPMENT DELIVERY STARTS AFTER THE FINANCIAL INSTRUMENT IS OPENED, VALIDATED, AND INSPECTION IS REALIZED.
11. WITHIN 3 BUSINESS DAYS AFTER SHIPPING DOCUMENTS INCLUDING THE SGS / INSPECTION REPORT ARE GIVEN TO BUYER, REAL PAYMENT IS RELEASED BY MT103/TT.

CLAUSE 9: ADDITIONAL PROCEDURE

- _____ [Insert any deal-specific additional steps, or mark N/A]





CLAUSE 10: PRODUCT DOCUMENTATION FOR EACH SHIPMENT

1. OCEAN BILL OF LADING, MARKED "FREIGHT PREPAID" AND CLEAN ON BOARD, ISSUED TO THE ORDER AND MENTIONING CONSIGNEE NAME
2. BILL OF LADING – MASTER SURRENDER (IF APPLICABLE)
3. COMMERCIAL INVOICE (3 ORIGINALS + 2 COPIES)
4. CERTIFICATE OF ORIGIN – ISSUED BY THE CHAMBER OF COMMERCE OF THE COUNTRY OF ORIGIN
5. CERTIFICATE OF WEIGHT AND QUALITY BY SGS / INTERTEK / BUREAU VERITAS (OR EQUIVALENT)
6. EXPORT DECLARATION
7. PHYTOSANITARY / HEALTH CERTIFICATE (AS APPLICABLE)
8. CARGO INSURANCE CERTIFICATE (ALL RISK, 110% CIF VALUE)
9. PACKING LIST
10. PRODUCTION LIST / TRADEABILITY CERTIFICATE
11. FUMIGATION CERTIFICATE (IF APPLICABLE)
12. ANY OTHER DOCUMENT REQUIRED BY THE BUYER'S COUNTRY OF IMPORT

CLAUSE 11: PAYMENT / BENEFICIARY

- THE FINANCIAL INSTRUMENT AND PAYMENT WILL BE ISSUED IN FAVOUR OF SELLER: **PANGEIA NEXUS GROUP LTDA.**
- WHENEVER A SWIFT IS SENT BETWEEN BANKS, THE SENDING PARTY SHALL PROVIDE SWIFT RECEIPT TO THE RECEIVING PARTY.

SELLER'S BANK COORDINATES – FOR RECEIVING THE FINANCIAL INSTRUMENT (MT760):





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BANK NAME	_____
BANK ADDRESS	_____
ACCOUNT NAME	PANGEIA NEXUS GROUP LTDA
ACCOUNT TYPE	_____
ACCOUNT NUMBER / IBAN	_____
BANK OFFICER NAME	_____
BANK OFFICER EMAIL	_____
CURRENCY	USD
SWIFT / BIC CODE	_____
BANK OFFICER PHONE	_____

SELLER'S BANK COORDINATES – FOR RECEIVING THE TT/MT103:

BANK NAME	_____
BANK ADDRESS	_____
ACCOUNT NAME	PANGEIA NEXUS GROUP LTDA
ACCOUNT TYPE	_____
ACCOUNT NUMBER / IBAN	_____
BANK OFFICER NAME	_____
BANK OFFICER EMAIL	_____
CURRENCY	USD
SWIFT / BIC CODE	_____
BANK OFFICER PHONE	_____

BUYER'S BANKING INFORMATION FOR TT/MT103 ISSUING:





BANK NAME	_____
BANK ADDRESS	_____
ACCOUNT NAME	_____
ACCOUNT TYPE	_____
ACCOUNT NUMBER / IBAN	_____
BANK OFFICER NAME	_____
BANK OFFICER EMAIL	_____
CURRENCY	USD
SWIFT / BIC CODE	_____
BANK OFFICER PHONE	_____

NOTE: IN THE CASE SELLER OR BUYER WISHES TO PROVIDE ANOTHER BANK ACCOUNT, THEY MUST INFORM BY EMAIL TO THE OPPOSITE PARTY AT LEAST 24 HOURS PRIOR TO ISSUANCE OF THE BANK INSTRUMENT OR PAYMENT.

THE ICC 1993 REVISION, PUBLICATION **UCP-600** SHALL APPLY TO THIS CONTRACT AS WELL AS **INCOTERMS® 2020** AS PUBLISHED BY THE INTERNATIONAL CHAMBER OF COMMERCE.

CLAUSE 12: FORCE MAJEURE

- BOTH PARTIES TO THIS CONTRACT WILL BE EXONERATED FROM THEIR OBLIGATIONS IN CASE OF FORCE MAJEURE EVENTS.
- FORCE MAJEURE IS UNDERSTOOD AS PER PROVISIONS UNDER ICC 500 AND COMPLEMENTS; AND MEANS ANY EVENT SUCH AS FIRE, EXPLOSIONS, HURRICANES, FLOODS, EARTHQUAKES AND SIMILAR NATURAL CALAMITIES, WARS, EPIDEMICS, MILITARY OPERATIONS, TERRORISM, RIOTS, REVOLTS, STRIKES, INDUSTRIAL UNREST, LACK OF PRODUCT ON THE MARKET AT THE FIXED PRICE, GOVERNMENT EMBARGOES, OR OTHER UNFORESEEABLE ACTIONS OUTSIDE THE PARTIES'





REASONABLE CONTROL WHICH CANNOT BE AVOIDED BY REASONABLE DILIGENCE AND WHICH DELAY OR PREVENT PERFORMANCE OF EITHER PARTY'S OBLIGATIONS.

- THE PARTY WHOSE PERFORMANCE IS PREVENTED BY A FORCE MAJEURE EVENT MUST NOTIFY THE OTHER PARTY WITHIN **7 (SEVEN) DAYS** OF THE EFFECTIVE DATE OF OCCURRENCE, CONFIRMED BY A CERTIFICATE ISSUED BY THE LOCAL CHAMBER OF COMMERCE AND INDUSTRY, INCLUDING PARTICULARS OF THE EVENT AND EXPECTED DURATION.
- THE PERFORMANCE OF EITHER PARTY'S OBLIGATION WILL BE POSTPONED FOR THE PERIOD OF THE FORCE MAJEURE EVENT PLUS A REASONABLE PERIOD FOR REMOBILIZING. NO PENALTY SHALL BE PAYABLE DURING THIS DELAY.
- SHOULD THE DELAY CAUSED BY A FORCE MAJEURE EVENT LAST MORE THAN **1 (ONE) MONTH**, THE PARTIES WILL ATTEMPT TO AGREE TO MEASURES TO ALLOW THE CONTRACT TO CONTINUE. IF SUCH AN AGREEMENT IS NOT REACHED WITHIN **30 DAYS**, THE PARTIES WILL BE ENTITLED TO TERMINATE THE CONTRACT.
- A FORCE MAJEURE EVENT DOES NOT EXONERATE THE BUYER FROM PAYING FOR GOODS ALREADY DELIVERED PRIOR TO SUCH EVENT.

CLAUSE 13: NON-COMPLIANCE PENALTY

- ANY SUMS FOR WHICH THE SELLER IS LIABLE AS PENALTIES FOR WHICH NO PROVISIONS ARE MADE IN THIS CONTRACT ARE MADE AGAINST AN INVOICE ISSUED BY THE DAMAGED PARTY AND WILL BE PAID BY BANK TRANSFER WITHIN A MAXIMUM OF **10 (TEN) BANKING DAYS** FROM THE SUBMITTED INVOICE DATE.
- THE SELLER WARRANTS PAYING ALL CHARGES OF LOSS AND DAMAGES INCURRED TO THE BUYER IN CASE THE SELLER FAILS TO EXECUTE THE LOADING AND DELIVERY OF THE GOODS TO THE DESTINATION PORT AS STIPULATED IN THE CONTRACT.





- THE BUYER WARRANTS PAYING ALL CHARGES OF LOSS AND DAMAGES INCURRED TO THE SELLER IN CASE THE BUYER FAILS TO MAKE PAYMENT AS PER THE AGREED PAYMENT TERMS AND SCHEDULE.
- CANCELLATION OF ORDER OR NON-PERFORMANCE AFTER SIGNING THE CONTRACT/SPA WILL INVITE A PENALTY OF **2% OF THE FULL CONTRACT VALUE** TO BE PAID BY THE DEFAULTING PARTY WITHIN **5 WORKING DAYS**.

CLAUSE 14: LAW AND ARBITRATION

- THIS CONTRACT IS SUBJECT TO ICC RULES AND IS TO BE OBSERVED UNDER EXISTING GUIDELINES AND WILL SUPERSEDE, IF IN CONFLICT.
- THE SELLER AND BUYER WILL TRY TO SETTLE ALL DISPUTES AMICABLY. EITHER PARTY MAY SERVE NOTICE ON THE OTHER REQUIRING ANY DISPUTE TO BE SETTLED WITHIN **30 (THIRTY) DAYS** AFTER SUCH NOTICE AND, IF NOT SETTLED, TO REFER IT TO ARBITRATION IN ACCORDANCE WITH THIS CONTRACT, UNLESS BREACH OF PAYMENT OCCURS BY THE BUYER.
- THE ARBITRATION WILL BE HEARD BY ONE OR MORE ARBITRATORS APPOINTED BY MUTUAL AGREEMENT OF THE PARTIES AND IN ACCORDANCE WITH THE RULES AND THE ARBITRATION ACT 1996. THE AWARD SHALL BE ENFORCEABLE IN ANY COUNTRY. THE PREVAILING PARTY IS ENTITLED TO LEGAL FEES.
- THE JURISDICTION OF THE **INTERNATIONAL CHAMBER OF COMMERCE, PARIS (FRANCE) OR GENEVA (SWITZERLAND)** WILL BE APPLICABLE AND BINDING TO ALL PARTIES.
- ANY ASSIGNEE OR LEGAL SUCCESSOR TO EITHER PARTY SHALL ASSUME ALL OBLIGATIONS AND BENEFITS OF THE CONTRACT. ASSIGNMENT IS PERMITTED UNDER MANDATE BY THE SELLER / BUYER, PROVIDED THE OTHER PARTY IS NOTIFIED.





CLAUSE 15: GENERAL PROVISIONS

- AMENDMENTS TO THE PRESENT CONTRACT SHALL BE VALID ONLY IF AGREED IN WRITING AND SIGNED BY DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.
- CORRESPONDENCE IN THE COURSE OF ORDINARY CONTRACT ADMINISTRATION (SUCH AS NOTIFICATION OF ANTICIPATED DELIVERY DATE) MAY BE SENT BY FAX, EMAIL, OR OTHER ELECTRONIC MEANS.
- NOTICES OF SUSPENSION, TERMINATION, OR TO INVOKE ARBITRATION SHALL BE SENT AS AN ADVANCE EMAIL WITH AN ORIGINAL HARD COPY BY COURIER SERVICES AND SHALL BE DEEMED DELIVERED ON THE EVIDENCED DATE OF DELIVERY.
- THE LANGUAGE OF THE CONTRACT AND ALL CORRESPONDENCE, NOTICES, INVOICES, CERTIFICATES, AND BILL OF LADING SHALL BE **ENGLISH**.
- THIS CONTRACT SUPERSEDES ALL PRIOR NEGOTIATIONS, REPRESENTATIONS, AND AGREEMENTS AND IS THE SOLE AGREEMENT BETWEEN THE PARTIES FOR THE SALE AND PURCHASE OF THE GOODS.
- THE LIABILITY TOWARDS THE OTHER PARTY IS LIMITED TO PENALTIES, CHARGES, DAMAGES, AND REMEDIES EXPRESSLY STATED IN THIS CONTRACT. NEITHER PARTY SHALL RAISE ANY CLAIM ON THE OTHER FOR LOSSES OF USE, PROFIT, OR CONTRACTS; INDIRECT AND CONSEQUENTIAL LOSS ARISING UNDER THE LAW OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND BREACH OF DUTY.

CLAUSE 16: EFFECTIVENESS

- THE PARTIES ACCEPT THAT A CONTRACT SIGNED OR SENT, AFTER HAVING BEEN SIGNED AND STAMPED MANUALLY, VIA THE **DOCUSIGN** SERVICE FOR THE MANAGEMENT OF ELECTRONIC SIGNATURES AND DIGITAL TRANSACTIONS (<https://www.docusign.com/>) IS DEEMED AS HAVING ORIGINAL VALUE WITH ALL ASSOCIATED LEGAL SCOPE AND SHALL BE A SUBSTITUTE FOR THE ORIGINAL PAPER.





CLAUSE 17: CONFIDENTIALITY AGREEMENT

- SELLER AND BUYER SHALL TREAT ALL INFORMATION PROVIDED BY THE OTHER PARTY ON A STRICTLY PRIVATE AND CONFIDENTIAL BASIS. BOTH PARTIES SHALL TAKE ALL NECESSARY STEPS TO PREVENT CONFIDENTIAL INFORMATION FROM BEING MISUSED, DISCLOSED, OR MADE PUBLIC TO ANY THIRD PARTY, EXCEPT AS NEEDED TO SUCCESSFULLY COMPLETE THE CONTRACT OR AS REQUIRED BY APPLICABLE LAW.
- BUYER SHALL NOT USE THE CONFIDENTIAL INFORMATION PROVIDED BY THE SELLER IN SUCH A WAY AS TO CIRCUMVENT THE SELLER IN COMMERCIAL DEALINGS WITH ANY SUPPLIES UNDER THE CONTRACT, OR DO ANYTHING TO PUT THE SELLER AT A COMMERCIAL DISADVANTAGE WITH SUPPLIERS OR COUNTRIES UNDER THIS CONTRACT.
- SELLER SHALL NOT USE THE CONFIDENTIAL INFORMATION PROVIDED BY THE BUYER IN SUCH A WAY AS TO CIRCUMVENT THE BUYER WITH THE CONSIGNEE IF INTRODUCED BY THE BUYER.
- SELLER AND BUYER SHALL KEEP EACH OTHER FULLY INFORMED ABOUT THE PROGRESS OF ALL CURRENT AND FUTURE CONTRACT NEGOTIATIONS AND ABOUT PERFORMANCE OF THE CONTRACT.
- THE OBLIGATIONS OF CONFIDENTIALITY SHALL REMAIN IN FORCE FOR **5 (FIVE) YEARS** FROM THE DATE HEREOF.

CLAUSE 18: NON-CIRCUMVENTION AGREEMENT

- THE PARTIES SHALL NOT IN ANY MANNER WHATSOEVER SOLICIT NOR ACCEPT BUSINESS FROM SOURCES OR THEIR AFFILIATES THAT ARE MADE AVAILABLE BY THE OTHER PARTY, AT ANY TIME, WITHOUT THE PRIOR WRITTEN PERMISSION OF THE PARTY WHICH MADE THE SOURCE AVAILABLE.





- THE PARTIES SHALL MAINTAIN COMPLETE CONFIDENTIALITY REGARDING EACH OTHER'S BUSINESS SOURCES AND SHALL DISCLOSE SUCH ONLY TO NAMED PARTIES PURSUANT TO EXPRESS WRITTEN PERMISSION.
- THE PARTIES SHALL NOT IN ANY WAY CIRCUMVENT OR ATTEMPT TO CIRCUMVENT EACH OTHER OR ANY PARTY INVOLVED IN ANY TRANSACTION ENTERED INTO UNDER THIS AGREEMENT.
- THE PARTIES RECOGNIZE EACH CONTRACT TO BE EXCLUSIVE AND VALUABLE, AND SHALL NOT ENTER INTO DIRECT NEGOTIATIONS WITH ANY PARTIES DISCLOSED IN CONTRACTS THAT WERE REVEALED BY THE OTHER PARTY.
- NEITHER PARTY SHALL AVOID PAYMENT OF DUE FEES, COMMISSIONS, AND OTHER REMUNERATION IN ANY WAY WHATSOEVER.
- IN THE EVENT OF CIRCUMVENTION BY ANY PARTY – WHETHER DIRECTLY OR INDIRECTLY – THE CIRCUMVENTED PARTY SHALL BE ENTITLED TO A LEGAL MONETARY PENALTY AS DAMAGES EQUAL TO THE MAXIMUM AMOUNT IT SHOULD HAVE MADE FROM THE TRANSACTION, PLUS ALL EXPENSES INCLUDING LEGAL FEES INVOLVED IN THE RECOVERY OF SAID DAMAGES. THE CIRCUMVENTING PARTY RENOUNCES ANY RIGHT TO CLAIM A REDUCTION OF THIS AMOUNT.
- BUYER IRREVOCABLY BINDS ITSELF TO PROVIDE ANY AND ALL DOCUMENTATION REQUESTED BY SELLER, IMMEDIATELY AND WITHOUT DELAY, IN CONNECTION WITH THE SALE/PURCHASE OF THE GOODS.
- SELLER IRREVOCABLY BINDS ITSELF TO PROVIDE ANY AND ALL DOCUMENTATION REQUESTED BY THE BUYER, IMMEDIATELY AND WITHOUT DELAY, IN CONNECTION WITH THE SALE/PURCHASE OF THE GOODS.

CLAUSE 19: TRANSPORT / VESSEL DISCHARGE

TRANSPORT:





- ALL SUPERVISION AND FEES OR LEVIES AT THE PORT OF LOADING ARE FOR THE SELLER'S ACCOUNT.
- PARTIAL SHIPMENT: ALLOWED.
- TRANSHIPMENT: NOT ALLOWED (UNLESS MUTUALLY AGREED IN WRITING).
- VESSEL MUST BE CLASSIFIED AS 100-A-1 IN LLOYD'S REGISTER OR EQUIVALENT CLASSIFICATION AND MUST NOT BE OLDER THAN **25 (TWENTY-FIVE) YEARS**.
- VESSEL SHOULD BE CERTIFIED FOR CARGO HOLD CLEANLINESS AND SUITABILITY TO LOAD THE COMMODITY.
- NOT LATER THAN **72 (SEVENTY-TWO) HOURS** FROM THE COMPLETION OF LOADING, THE SELLER'S AGENT SHALL NOTIFY THE BUYER OF THE VESSEL'S SAILING DATE, EXPECTED TIME OF ARRIVAL, VESSEL NAME, CAPACITY, NUMBER OF HOLDS/HATCHES, AND QUANTITY SHIPPED.

VESSEL DISCHARGE:

- THE VESSEL'S MASTER IS TO ADVISE THE BUYER'S AGENT AT THE PORT OF DISCHARGE THE VESSEL NAME, DATE OF ARRIVAL, CAPACITY, AND PARTICULARS OF READINESS TO EFFECT CARGO OPERATIONS.
- THE VESSEL'S MASTER SHALL GIVE ETA NOTICE OF **20 DAYS, 7 DAYS, 3 DAYS, 2 DAYS, AND 1 DAY** FINAL NOTICE TO THE BUYER'S AGENT AT THE PORT OF DISCHARGE.
- BUYER GUARANTEES A DISCHARGE RATE OF **2,500 METRIC TONS PER DAY**, PORT, PER WEATHER WORKING DAY OF 24 CONSECUTIVE HOURS. BUYER SHALL ASCERTAIN THE DISCHARGE CAPABILITIES OF THE PORT.
- ALL TAXES, CHARGES, AND PENALTIES AT THE PORT OF DISCHARGE ARE THE SOLE RESPONSIBILITY OF THE BUYER.
- DEMURRAGE AND DISPATCH RATE TO BE ADVISED AT TIME OF VESSEL NOMINATION. DEMURRAGE SHALL BE SETTLED WITHIN **21 DAYS** AFTER SUBMISSION OF SUBSTANTIATING DOCUMENTS.





- ALL TAXES OR LEVIES IMPOSED BY THE COUNTRY OF DESTINATION ARE FOR THE BUYER'S ACCOUNT. ALL TAXES OR LEVIES AND PORT DUES IMPOSED BY THE COUNTRY OF ORIGIN ARE FOR THE SELLER'S ACCOUNT.
- THE BUYER IS AUTHORIZED TO CLAIM ON THE SELLER'S INSURANCE, AND THE SELLER AGREES TO SUPPORT THE BUYER'S CLAIM BY PROVIDING ALL REQUIRED DOCUMENTS.

CLAUSE 20: ACKNOWLEDGEMENT OF COMMITMENT IN SIGNING THIS SPA

- THE PROCEDURE AGREED IN CLAUSE 8 MUST BE FOLLOWED SCRUPULOUSLY STEP BY STEP BY THE BUYER.
- THE BUYER IS SOLELY RESPONSIBLE FOR HIS RELATIONSHIPS WITH HIS PARTNERS (FINANCIERS / BANKS IN PARTICULAR). HE MUST ENSURE HE IS ABLE TO PROCEED AS PROVIDED IN THE CLAUSES OF THIS SPA. NO PAST PERFORMANCE / PROOF OF PRODUCT (POP) CAN BE PROVIDED BEFORE THE OPENING OF THE FINANCIAL INSTRUMENT – ONLY AFTER.
- ANY PENALTY FEES ARE PAYABLE AS MENTIONED IN THE SPA. THE BUYER STRICTLY COMMITS TO THIS IN THE EVENT OF NON-COMPLIANCE WITH THE CLAUSES BY ITS ACT OR BY ITS PARTNERS.
- AFTER SIGNATURE OF THE SPA, THE DOCUSIGN ENVELOPE WITH RECOGNIZED LEGAL EFFECT WILL ACT AS A LEGALLY BINDING DOCUMENT FOR BOTH PARTIES.
- THE BUYER HAS **7 WORKING DAYS** TO SEND THE DRAFT FINANCIAL INSTRUMENT – GENUINE BANK DRAFT. IN CASE OF DELAY, THE BUYER MUST INFORM THE SELLER BY WRITTEN LETTER ON COMPANY LETTERHEAD TO AGREE ON A POSSIBLE ADDITIONAL DELAY BY MUTUAL AGREEMENT.
- WITHOUT PRODUCTION OF A DRAFT WITHIN THE ALLOCATED TIME AND WITHOUT MUTUAL AGREEMENT FOR AN EXTENSION, AND IF THE PAYMENT INSTRUMENT IS





NOT SENT TO THE BANK WITHIN 10 DAYS FOLLOWING VALIDATION OF THE DRAFT, THIS WILL BE CONSIDERED A CONTRACTUAL BREACH BY THE BUYER. THE FILE WILL BE FORWARDED TO LEGAL TEAMS FOR COLLECTION OF PENALTIES DUE.

FOR ALL LEGAL PURPOSES:

"READ AND APPROVED" – Name / Position + Signature + Stamp

CLAUSE 21: CONCLUSION

- THE AGREEMENT IS COMPILED IN **2 (TWO) ORIGINALS**, WITH EACH PARTY RETAINING ONE ORIGINAL. UNTIL THE EXCHANGE OF ORIGINALS, THE PARTIES AGREE THE SIGNED STAMPED COPIES WILL BE IN FULL FORCE AND EFFECT.
- THE PARTIES CONFIRM THAT THE CONTRACT SENT BY EMAIL WILL BE ACCEPTED AS AN ORIGINAL.
- THE PARTIES ACCEPT THAT A CONTRACT SIGNED AND SENT VIA **DOCUSIGN** (<https://www.docusign.com/>) IS DEEMED AS HAVING ORIGINAL VALUE WITH ALL ASSOCIATED LEGAL SCOPE AND SHALL SUBSTITUTE THE ORIGINAL PAPER.

CLAUSE 22: SIGNATURES

ON BEHALF OF SELLER:

Before signing this SPA, make sure you:

- Read the procedure and conditions carefully;
- Ensure you are able to open the financial instrument within the stipulated time limit;
- Confirm your bank's prerequisites are in line with this procedure.





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There will be no past performance or product proof prior to opening a financial instrument. The Buyer has a maximum period of **10 days** to open the financial instrument. If this is not the case, after 15 days, legal action will be activated following the signed commitment.

SELLER

Name: _____

Title: _____

Company: **PANGEIA NEXUS GROUP LTDA**

Date: _____

Signature: _____

Company Seal: _____

BUYER

Name: _____

Title: _____

Company: _____

Date: _____

Signature: _____

Company Seal: _____

***** END OF SALES AND PURCHASE AGREEMENT *****

PANGEIA NEXUS GROUP LTDA – [Address] – [Email] – [Website]

APPENDIX NO. 1 – PRODUCT SPECIFICATIONS

(To be completed per commodity)





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FIELD	DETAILS
PRODUCT	_____
ORIGIN	_____
GRADE / STANDARD	_____
SPECIFICATION REFERENCE	_____ (e.g., ICUMSA 45, USDA Grade A, ISO ____)
POLARIZATION	_____
MOISTURE	_____
ASH CONTENT	_____
COLOR	_____
GRANULATION / SIZE	_____
SOLUBILITY	_____
PACKAGING	_____
MICROBIOLOGICAL STANDARD	_____
OTHER SPECIFIC PARAMETERS	_____

The commodity shall be extracted / processed from sound, unfermented, and uncontaminated raw materials. The goods shall be clean, free from any foreign matter, taste, or odor inconsistent with the commodity.

APPENDIX NO. 2 – SHIPMENT SCHEDULE

(To be completed per contract)

SHIPMENT NO.	QTY (MT)	LOADING PORT	DISCHARGE PORT	EST. LOADING DATE	EST. ARRIVAL DATE
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1st	_____	_____	_____	_____	_____
	-	-	-	-	-
2nd	_____	_____	_____	_____	_____
	-	-	-	-	-
3rd	_____	_____	_____	_____	_____
	-	-	-	-	-

**APPENDIX NO. 3 – SWIFT MT760 SBLC STANDARD VERBIAGE
(TEMPLATE FOR REFERENCE)**

SWIFT MT760 – IN FORMAT GUARANTEE

FOR THE VALUE RECEIVED, WE, [ISSUING BANK NAME], WITH REGISTERED ADDRESS AT [BANK ADDRESS], HEREBY, IRREVOCABLY AND UNCONDITIONALLY WITHOUT PROTEST OR NOTIFICATION, PROMISE TO PAY IN FULL AND WITHOUT DELAY, AGAINST THIS STANDBY LETTER OF CREDIT (SBLC) NUMBER: _____, IN FAVOUR OF **PANGEIA NEXUS GROUP LTDA**, ACCOUNT [ACCOUNT NUMBER], THE BEARER OR HOLDER THEREOF, AT MATURITY THE AMOUNT OF USD _____, IN THE LAWFUL CURRENCY OF THE UNITED STATES OF AMERICA, DRAWN ONE YEAR AND ONE DAY FROM THE DATE OF ISSUE.

SUCH PAYMENT SHALL BE MADE WITHOUT SET-OFF AND FREE AND CLEAR OF ANY DEDUCTIONS, CHARGES, FEES, OR WITHHOLDINGS OF ANY NATURE.

WE HEREBY CONFIRM THIS SBLC IS FULLY CASH-BACKED WITH FUNDS ON DEPOSIT THAT ARE GOOD, CLEAN, CLEARED OF NON-CRIMINAL ORIGIN, FREE OF ANY LIENS OR ENCUMBRANCES, AND LEGALLY EARNED BY THE APPLICANT.

IN SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, LATEST REVISION, ICC PUBLICATION NO. UCP 600.





PANGEIA
NEXUS GROUP

WE CONFIRM THIS BANK GUARANTEE IS IRREVOCABLE, UNCONDITIONAL, NEGOTIABLE, TRANSFERABLE, CALLABLE, AND ASSIGNABLE WITHOUT PRESENTATION TO US AND WITHOUT PAYMENT OF ANY FEES.

THIS BANK GUARANTEE EXPIRES ON: _____ (MATURITY DATE).

FOR AND ON BEHALF OF: _____ BANK

BANK OFFICER NAME: _____

DESIGNATION: _____

OFFICER CODE: _____

