



Disclaimer notice: This message including attachments is for the exclusive use of the designated recipient to whom it is addressed with the content being privileged and confidential. This is neither a solicitation nor is it intended for distribution to the public. The information contained herein is proffered without prejudice, given in good faith and on a caveat emptor basis. As this could involve risks the designated recipient should seek independent and competent advice from a professional counsel. Although engaged in market research for the exploration of financial and commercial opportunities the author/sender is not a licensed currency, security or financial advisor nor a banker, attorney or accountant. The author/sender assumes no responsibility for the legal correctness, completeness, misinterpretations, accuracy of information or for opinions that may be expressed in this message or its attachments. The author/sender accepts no liability for any regulations governing electronic transfers of information nor for any breach of law whatsoever or for losses from consequential actions be it direct or indirect that may result from any deliberate interception or the unauthorized use of this message or its attachments. Alterations or dissemination of this message or its attachments by the recipient or third parties is strictly prohibited. Should this message or its attachments be received in error, notify the sender, delete the original, and destroy any copies thereof.

PROCEDURES – NON-TRANSFERABLE SBLC

*****TEMPLATE*****

Origin and Quantity: White Refined Brazilian Sugar, Icumsa 45, as per international standards, from Brazil.

Shipments definition: 12 x 50.000/mt per month (fifty thousand five hundred metric tons). In 12 (twelve) consecutive months, with first loading in 30 to 45 days upon acceptance of Buyer's guarantee and payment instruments by Seller's bank.

Vessel's type and Capacity: Full shipment will occur in dedicated break bulk vessels of 25.000/mt. No other merchandise will be carried.

Sugar Specifications:

ICUMSA: 45 RBU Maximum Polarisation : 99.80% Minimum Moisture : 0.04% Maximum Sulphate ash content: 0.04% Maximum Granulation : Medium to fine grade Solubility : 100% dry and free flowing Radiation : Normal w/o presence of cesium or iodine, certified Color : Sparkling white. Maximum 45 ICUMSA Sediment : None Smell : Free of any odor Crop : Current Reducing sugar : 0.05% Maximum by weight SO₂ : 70 MG/KG Maximum Substance : Solid, crystal Magnetic particles : 4 MG/KG Maximum Max AS : 1 PPM Max PS : 2 PPM Max CU : 3 PPM. HPN Staph Aureus: NIL and free of any unusual odor.



Loading Port: Any Brazilian Port, Seller's option.

Packing: Plastic polypropylene bags suitable for shipment by sea, 50kgs each, and palletized for easy discharge.

Price: USD XXX/mt CIF Tema port, Ghana

Proof of Funds: Within 10 (ten) days of contract execution, Buyer shall instruct his bank which must be one of the TOP-50 Western Banks, (or Buyer must have a TOP-50 confirming bank for the financial instruments) (see <http://www.accuity.com/useful-links/bank-rankings/>), to send POF, a bank endorsed RWA letter to Seller's bank, thus offering evidence that Buyer has access to funds, or credit, enabling him to sign a contract of this type.

Proof of Product: Within 10 (ten) days of acceptance of the POF, issued by the Buyer's bank, Seller shall email a complete Proof of Product (POP), thus certifying that the product will be available monthly to the Seller. **Please note that most banks will not service POP documents anymore.**

Guarantee Terms: Within 10 (ten) days of receipt of the POP email, Buyer's bank will issue an **irrevocable, non-transferable, negotiable, divisible, unencumbered**, non operative **Stand-by Letter of Credit (SBLC) or Bank Guarantee (BG)** to seller's bank via SWIFT-MT760, , covering the value of one month's shipment, namely USD XX.XXX.000 (XXXXXXXXXXXXXXXXXX United States Dollars), valid for 14 (fourteen) months and ONE day, after date of issue. This is a guarantee from Buyer to Seller that all deliveries under contract will be accepted and paid for. This guarantee will be issued by a top 50 Western bank and/or confirmed by one if necessary.

Proposed Payment Terms: Upon execution of the contract, Buyer will instruct his bank to issue and send, on the first banking day of the following month to Seller's bank, an irrevocable, unconditional, transferable **Documentary Letter of Credit (DLC)**, or an **International Funds Transfer** via **SWIFT-MT103/23**, covering the 50.000/mt that will be shipped in the first delivery month, at a value of **USD XXXXX (XXXXXXXXXXXXXXXXXXXXXXXXXX United States Dollars)** directly for custody, in favour of the Seller. Upon getting the signed Bill of Lading from the Captain of the loaded ship, the Seller shall email a copy of the BL, copies of the SGS certificate, and one copy of the Commercial Invoice to the Buyer, who will certify that the loading is done, and shall instruct his bank to release the corresponding funds for free use by the Seller, who will thereupon release the loaded vessel, to sail away to the Buyer's appointed destination. This same routine shall be used for each and every shipment under contract, until the last shipment has been paid for and left the loading dock. The guarantee instrument, if untouched, will be sent back to the Buyer's bank, upon receipt of the last shipment's value, or upon maturity.

Performance Bond (PB): Within 10 days, upon acceptance of the SBLC/BG/ARDLC sent by Buyer's bank, Seller shall instruct his bank to issue and send a DLC-type Performance Bond (PB), to Buyer's bank, in the value of 2% of one monthly delivery namely 1000/mt with a value of USD XXX.XX (XXXXXXXXXXXXXXXXXXXXXXXXXX US Dollars), as a guarantee from Seller to Buyer that the full monthly tonnage will be delivered as contracted. If accepted by the Buyer, this PB



shall render OPERATIVE all previously non- operative financial instruments issued by Buyer's bank. The PB, if untouched, will be sent back to Seller's bank upon maturity.

Approval Conditions: All exchanged documents will be null and void, if payment instruments sent by SWIFT, are not received or not accepted by Seller's bank.

Import Documents: Buyer is responsible for all documents required by the authorities of the importing countries.

Banking Information: In the ICPO please supply the name of the top bank that the Buyer will be using, and if necessary the top confirming bank.

Clause 10. PROCEDURES:

1. The Seller will present the draft contract for acceptance by the Buyer. Contract goes through normal negotiation and validation period.
2. Buyer returns the draft contract by exchanging it by facsimile or Email attachment, duly signed and sealed, within 24 hours, the draft copy will be deemed legal until hard copies exchanged.
3. Buyer bank issues non-transferable SWIFT SBLC MT 760 one month value Confirmed by TOP 50, to receive the Seller Bank within 3 (three) working days. Seller issues to Buyer Bank POP (3 – 5) days and 2% PB first shipment.
4. The delivery and forwarding begin immediately according to the contract.

All Banking charges including confirmation from the Buyer Bank shall be borne by the buyer and all banking charges incurred by the Seller at Seller Bank shall be borne by the Seller.



SELLER REPRESENTATIVE
CANAÃ BRASIL COMMODITIES EIRELI - ME
Mr. RAFAEL OLIVEIRA – Director
TELEPHONE: +55 11 97446 8686



ANEX I

DRAFT SBLC MT 760 FORMAT

TO:

STANDBY LETTER OF CREDIT N°:

AMOUNT:

BENEFICIARY :

SWIFT CODE: MT 760

WE, (Name of Issuing Bank, Branch Name, Address), HEREBY ISSUE OUR IRREVOCABLE, CONFIRMED, STANDBY LETTER OF CREDIT IN FAVOUR OF _____, BEING THE BENEFICIARY FOR THE AMOUNT EUR/USD _____ ONLY FOR FACILITIES GRANTED TO THE CLIENT, _____ LIMITED.

THIS STANDBY LETTER OF CREDIT IS AVAILABLE BY PAYMENT AGAINST YOUR AUTHENTICATED SWIFT OR TESTED TELEX TO US CERTIFYING THAT THE CLIENT FAILED TO PERFORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CREDIT FACILITY AGREEMENT AND THE AMOUNT DRAWN REPRESENTS THE UNPAID BALANCE OF INDEBTEDNESS INCLUDING THE PRINCIPAL AMOUNT, INTEREST ACCRUED AND OTHER BANKING CHARGES DUE TO YOU BY THE CLIENT.

WE WILL FOLLOW RECEIPT OF THE ABOVE AUTHENTICATED SWIFT WITHIN 7 WORKING DAYS TO PAY YOU THE AMOUNT SPECIFIED IN YOUR AUTHENTICATED SWIFT OR TESTED TELEX IN COMPLIANCE WITH THE ABOVE TERMS.

THIS STANDBY LETTER OF CREDIT WILL COME INTO EFFECT ON _____ AND EXPIRE ON _____ AT THE COUNTER OF (ISSUING BANK NAME AND ADDRESS). MULTIPLE DRAWINGS ARE ALLOWED. ALL BANKING CHARGES ARE FOR ACCOUNT OF THE CLIENT.

THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDIT (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600.

Authorized Signatory

Name: _____

Title: _____

Code: _____

BANK STAMP/SEAL

Bank Officer 1: _____

Bank Officer 2: _____