



# SALES PURCHASE AGREEMENT (SPA)

## IRREVOCALE NOT MODIFICABILE

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DATE: 00/00/202  
FCO NO: **MYS/0000/XXXX/00/X/202**  
SPA NO: **MYS/0000/XXXX/00/X/202**  
SELLER'S CODE: **MYS/0001/XXXX/00/X/202**  
BUYER'S CODE: **MYS/0002/XXXX/00/X/202**

VALIDITY: 00/00/202

### THE BUYER:

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|                       |  |
|-----------------------|--|
| COMPANY NAME:         |  |
| LEGAL REPRESENTATIVE: |  |
| DESIGNATION:          |  |
| COMPANY ADDRESS:      |  |
| CITY:                 |  |
| COUNTRY:              |  |

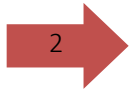
### THE SELLER :

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|                       |  |
|-----------------------|--|
| Company name:         |  |
| Legal representative: |  |
| Designation:          |  |
| Company address:      |  |
| City:                 |  |
| Country:              |  |

PER ACCETTAZIONE

## THE SELLER Mandate :



|                       |                                |
|-----------------------|--------------------------------|
| Legal representative: | <b>AGLIETTO<br/>ALESSANDRO</b> |
| Designation:          | <b>SELLER MANDATE</b>          |
| Company address:      | <b>VIALE ROMA 5</b>            |
| City:                 | <b>13041 BIANZE' (VC)</b>      |
| Country:              | <b>ITALY</b>                   |

## THE Buyer Mandate :

|                       |   |
|-----------------------|---|
| Legal representative: |   |
| Designation:          | - |
| Company address:      |   |
| City:                 |   |
| Country:              |   |

We as the seller, hereby declare and confirm that we are ready, willing and able to assign the described commodity, as per the specifications and in the quantity and for the price as specified in the terms and conditions as hereinafter set forth and contingent upon receiving the documents required for an immediate transaction, and signing mutually agreeable sales and purchase agreement between the parties

PER ACCETTAZIONE

**1. PRODUCT INFORMATION:**

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|                              |   |
|------------------------------|---|
| <b>NAME OF THE PRODUCT</b>   |   |
| <b>ORIGIN</b>                |   |
| <b>FOB DELIVERY</b>          |   |
| <b>QUANTITY DELIVERY</b>     | <b>00000 MT MONT ROLL EXTESION</b>  |
| <b>TOTAL QUANTITY</b>        | <b>00000 MT YEAR</b>  |
| <b>PRICE PER (MT) (US\$)</b> | <b>000.00 USD MT</b>  |
| <b>PAYMENT TERMS</b>         | 100% LETTER OF CREDIT (IARDLC) (MT700) IRREVOCABLE TRASFERABLE, ASSIGNABLE AND DIVISIBLE OPERATING AUTOREVOLVING, FILED FOR VALUE OF THE PERIOD OF THE CONTRACT + 1 DAY WITH DELIVERY VALUE FOR <b>\$USD. 0.0.0.000,00 (XXXXXXXXXXXXXXXXXXXXXXXXX /00 \$ USD)</b> (100% AT SIGHT AFTER SUPPLY OF SHIPPING DOCUMENTS AT LOADING PORT, WITH WIRE TRANSFER /TT BY MT103 (BANK TO BANK) FOR VALUE OF <b>\$USD. 0.000.000,00 (XXXXXXXXXXXXXXXXXXXXXXXXX/00 \$ USD)</b> IN THE ACCOUNT. |
| <b>NOTE</b>                  | <b>TO PROCEED WITH THE IARDLC IT IS ABSOLUTELY MANDATORY TO SEND A PROOF OF FUNDS MT 760 IN LETTERHEAD PAPER FROM THE TOP 25 BANK EXCLUSIVELY, AND NOT FROM BANKS SITUATED IN CHINA. OTHERWISE THE SELLER MAY REFUSE TO SIGN THE CONTRACT.</b>  |
| <b>PACKING</b>               |   |
| <b>PORT OF LOADING</b>       |   |
| <b>INSPECTION BY SGS</b>     | <b>SGS SHIPPING DOCUMENTS AT LOADING PORT AS A POINT 4</b>  |
| <b>PB.</b>                   | <b>NO 2% PB, PENALTY OF 5% FOR BOTH SIDES IN CASE THE SELLER FAILS TO SUPPLY THEN THE SELLER PAYS 5% TO THE BUYER AND IF THE BUYER CANCELS THE CONTRACT AFTER SEVERAL SHIPMENTS THE BUYER PAYS 5% TO THE SELLER.</b>  |
| <b>TOTAL VALUE CONTRACT</b>  | <b>\$ USD 000.000.000,00 (XXXXXXXXXXXXXXXXXXXXXXXXX /00\$ USD)</b>  |

**2. PAYMENT TERMS:**

100% LETTER OF CREDIT (IARDLC) (MT760) IRREVOCABLE TRASFERABLE, ASSIGNABLE AND DIVISIBLE OPERATING AUTOREVOLVING, FILED FOR VALUE OF THE PERIOD OF THE CONTRACT + 1 DAY WITH DELIVERY VALUE FOR **\$USD. 0.0.0.000,00 (XXXXXXXXXXXXXXXXXXXXXXXXX /00 \$ USD)** (100% AT SIGHT AFTER SUPPLY OF SHIPPING DOCUMENTS AT LOADING PORT, WITH WIRE TRANSFER /TT BY MT103 (BANK TO BANK) FOR VALUE OF **\$USD. 0.000.000,00 (XXXXXXXXXXXXXXXXXXXXXXXXX/00 \$ USD)** IN THE ACCOUNT.

**TOTAL VALUE CONTRACT \$ USD 000.000.000,00 (XXXXXXXXXXXXXXXXXXXXXXXXX /00\$ USD)**



### 3. GENERAL TERMS:

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Buyers and Seller agree on subsequent deliveries after successful completion of the first shipment:

- a. Upon successful completion of the first shipment, the guarantee with the agreed financial instrument as applicable will be automatically extended (and increased if necessary) for the second shipment and further to be extended until the contract is completed totally for the quantity as specified in the contract.
- b. The Seller guarantees on his account that each shipment will be provided with inspection of weight and quantity and quality at the time of loading. Certificates shall be provided by SGS or similar authority at Seller's expense and shall be binding for both parties. Seller instructs such authority to carry out the inspections under strict rules and in accordance with the specifications in the contract and or the INTERNATIONAL CHAMBER OF COMMERCE RULES (INCOTERMS 2020 latest edition, with all amendments).
- c. Buyer's bank shall use exactly the verbiage for SWIFT messages as provided by Seller's Bank.
- d. Buyer will receive all documents issued by Seller as original copy.
- e. After confirmation of funds in Seller's account a new sales cycle will start at point (8.) of the procedure

### 4. SHIPPING DOCUMENTS:

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- **CERTIFICATE OF ORIGIN,**
- **SGS CERTIFICATE OF INSPECTION**
- **SGS CERTIFICATE OF WEIGHT**
- **SGS CERTIFICATE OF QUALITY**
- **SGS CERTIFICATE OF QUANTITY**
- **PHYTO SANITARY CERTIFICATE INCLUDING COVID-19 CERTIFICATES**
- **COMMERCIAL INVOICE**
- **ISO CERTIFICATE**

**ADDITIONAL DOCUMENTS CANNOT BE REQUESTED AT THE TIME OF LOADING, IF THEY HAVE NOT BEEN SIGNED UP DURING THE NEGOTIATION PHASE**

## 5. SPECIFICATION:

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## 6. LOADING TIME:

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AFTER THE VERIFICATION BY THE SELLER'S BANK OF THE ISSUE OF THE FINANCIAL INSTRUMENTS, ISSUED BY THE BUYER'S BANK, IT TAKES ABOUT 10/21 DAYS

## 7. QUALITY AND QUANTITY INSPECTIONS:

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The Seller Guarantees that the Product will correspond with the specifications and must meet the international standard by phytosanitary inspectors with SGS inspection report.

- ▶ Quality and quantity is final according to “certificate of inspection” given by < phytosanitary inspectors and SGS company> during time and on a place of inspection of the goods in the manufacturing plant or in the port of loading prior to shipment by vessel.
- ▶ All services of SGS are under the present contract paid by the Seller.
- ▶ The Buyer has the right to make other inspections on his expenses.

## 8. DELAYED DELIVERY AND PENALTY:

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- a. Should the Seller fail to make delivery on time as stipulated in the contract, with exception of force majeure causes specified in clause of this contract, the Buyer shall agree to postpone the delivery on condition that the Seller agrees to pay a penalty which shall be deducted by the paying bank from the payment under negotiation. The rate of penalty is charged at 0.5% per week calculated on the amount of the current delivery of the goods involved in the late delivery. The penalty shall not exceed 5% of the total value of the contract. In case the Seller fails to deliver ten weeks later than the time of shipment stipulated in the contract, the Buyer shall have the right to cancel the contract and the Seller in spite of the cancellation, shall still pay the aforesaid penalty to the Buyer without delay.
- b. In the event that the contract is cancelled in accordance with clause 7.a. herein in addition to a penalty rising up to 5 % incurred in respect of any other damages and only for the first delivery the Seller will reimburse to the Buyer the costs of the Bank creation of the BG/IARDLC to be used for payment of the product as provided for in clause 3 herein

## 9. OTHER TERMS:

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- a. The Seller will pay all and any Taxes and Duties payable relating to the Performance of this Contract up to the point of delivery of the Product to the Buyer at loading port.
- b. After Title in the Product has been transferred by the Seller’s Bank to the Buyer all taxes or levies imposed by any country of destination from the Port of Loading having any effect on this arrangement are for Buyer’s account and his sole responsibility

## 10. CONTRACTED QUANTITY:

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The total quantity shall be determined by the certifications of weight issued by the SGS inspection report prepared to the buyer on the instruction of the Seller and by the bill of lading of the shipment that was in effect delivered to the Buyer.

## 11. DAMAGES:

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With the exception of late delivery or non-delivery due to "force majeure" causes, if the Seller fails to make delivery of the goods in accordance with the terms and conditions jointly or severally of this contract, the Seller shall be liable to the Buyer and indemnify the Buyer for all losses, damages, including but not limited to, purchase price and/or purchase price differentials, dead-freight, demurrage, and all consequential direct or indirect losses. The Buyer shall nevertheless have the right to cancel in part or in whole of the contract. The Seller has the right to ask the Buyer for compensation for non-respect of contract procedures. The Buyer has the right to ask the Seller for compensation for non-respect of contract procedures.

## 12. FORCE MAJEURE:

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- a. This Contract is governed by the Rules/Regulations of the International Chamber of Commerce, London, with regard to Force Majeure circumstances
- b. Neither of the contracting parties will answer for the miscarrying out in due time or/and for the improper total or partial performance of either obligation he may have on the basis of this present contract, if the miscarrying or improper performance were caused by force majeure, as established bylaw.
- c. The party that invokes force majeure outside of natural causes, earthquake, storms, or fire through (act of god), or declaration of war, civil war, military action, government emergency actions, stop order, strike is obligated to let the other party know about it on a period of five (5) days, conditions permitting, and has to take all the possible measures in order to limit consequences.
- d. If in a period of fifteen (15) days since the event takes place, this does not cease, the parties have the right to ask for reasonable compensation.

### **13. DISPUTES AND ARBITRATION:**

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The Seller and the Buyer will try to settle all disputes amicably. Either party may serve notice to the other requiring a dispute to be settled within (30) thirty days after such notice and if unsettled to refer to arbitration in accordance with this contract. In case problem solving cannot be done in an amiable way, both parties agree to allow solving by the international arbitration association chamber, Geneva, Switzerland or London United Kingdom, where any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination or invalidity shall be settled by arbitration in accordance with the I.C.C. UNCITRAL ARBITRATION RULES as at present in force.

### **14. AUTHORITY TO EXECUTE THIS CONTRACT:**

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The parties to this contract declare that they have full authority to execute this document and accordingly to be fully bound by the terms and conditions.

### **15. EXECUTION OF THIS CONTRACT:**

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This contract may be executed simultaneously in two or more counterparts via telex, facsimile, or electronic e-mail transmission, each of which shall be deemed as originals and legally binding.

### **16. LANGUAGE USED:**

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English language shall be used for all documents and service pertaining to this contract.

### **17. GOVERNING LAW:**

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This contract shall be governed in accordance with the Rules/Regulations of the International Chamber of Commerce ICC, and interpreted in accordance with the International CHAMBER OF COMMERCE (I.C.C.) and the UNITED NATIONS CONVENTION for the sale of goods (UNCITRAL). In the event of inconsistency between this contract and the provisions of the UN CONVENTION, this contract shall have priority for the purpose of article 39 of the UN CONVENTION. Further a reasonable period of time shall be deemed to be five (05) international banking days



## 18. ASSIGNMENT:

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This agreement is assignable and transferable by either party, and only with prior acknowledgement and written permission by the other party. The Buyer holds the right, with the written consent of the Seller, to appoint another company within the Buyers group to assume the Buyers position in this contract under the same conditions.

## 19. NON-CIRCUMVENTION AND NON-DISCLOSURE:

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- a. The parties accept and agree to the provisions of the international chamber of commerce, London, United Kingdom for non-circumvention and non-disclosure with regards to all and every one of the parties involved in this transaction and contract, additions, renewals, and third party assignments, with full reciprocation for a period of five (5) years from the date of execution of this contract.
- b. This clause is extensive to all subsidiaries and or affiliated companies and includes and protects the intermediary companies, acting as brokers. It is further agreed that any information of Buyer and Seller contained in this agreement is to be held in the strictest confidence, and any violation of which will result in the immediate cancellation of this agreement and payment of penalty of 2% of the gross value of the contract by the offending party to the injured party.
- c. For the avoidance of doubt, the Parties agree that these Non-Circumvention and Non-Disclosure Provisions extend in particular to the identity and means of contact and communication to any Exit-Buyer including all Officers of the Exit-Buyer and the Intermediary Beneficiaries set out in the IMFPA and their relationships with the Exit-Buyer.

## 20. BREACH OF CONTRACT AND TERMINATION NOTICE:

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If any party to this agreement should make unauthorized contact with the bank of the Seller or the Buyer, such contact shall be considered interference with the agreement and shall at the option of the Buyer or the Seller, constitute invalid reason to terminate this agreement. The interfering party will be charged with the loss of profits in this transaction by the injured party who will be entitled to file legal proceedings against the interfering party.

## 21. APPLICABLE LAWS AND DEFINITIONS:

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This contract shall be governed by and done according to the rules of the INTERNATIONAL CHAMBER OF COMMERCE (London, United Kingdom) and subject to the interpretation of INCOTERMS 2010 edition and as amended to apply. In witness thereof, both parties have caused this agreement to be signed and executed by their authorized representatives and have thereby understood, agreed and accepted the terms and conditions so stated herein with signatures affixed below on the first date above written.

## 22. NOTE:

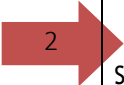
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Neither Seller nor Buyer shall cancel this contract upon receiving the signed, sealed and locked in PDF contract will be deemed as original, in the case of cancellation of this contract by either Seller or Buyer; either party who cancels the contract shall pay to other party the amount of 5% of total contract value.

**23. BUYERS BANK DETAILS.:**

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|                            |  |
|----------------------------|--|
| BANK NAME:                 |  |
| BANK ADDRESS:              |  |
| SWIFT CODE:                |  |
| ACCOUNT NAME:              |  |
| ACCOUNT NUMBER:            |  |
| IBAN                       |  |
| BANK PHONE:                |  |
| BANK OFFICER NAME          |  |
| E-MAIL:                    |  |
| FAX                        |  |
| SORTE CODE                 |  |
| ORIGIN OF FUNDS            |  |
| <b>ACCOUNT SIGNATORIES</b> |  |
| FULL NAME:                 |  |
| COMPANY NAME:              |  |
| POSITION:                  |  |
| PASSPORT                   |  |
| COMPANY ADDRESS:           |  |
| E-MAIL:                    |  |
| TELEPHONE NO.              |  |
| WWW                        |  |



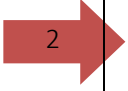
|                    |                |
|--------------------|----------------|
| STAMP / SIGNATURE: | PHOTO PASSPORT |
|--------------------|----------------|

## 24. SELLER BANK DETAILS.:

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|                            |  |
|----------------------------|--|
| BANK NAME:                 |  |
| BANK ADDRESS:              |  |
| SWIFT CODE:                |  |
| ACCOUNT NAME:              |  |
| ACCOUNT NUMBER:            |  |
| BANK PHONE:                |  |
| BANK OFFICER NAME          |  |
| E-MAIL:                    |  |
| <b>ACCOUNT SIGNATORIES</b> |  |
| FULL NAME:                 |  |
| COMPANY NAME:              |  |
| POSITION:                  |  |
| PASSPORT                   |  |
| COMPANY ADDRESS:           |  |
| E-MAIL:                    |  |
| TELEPHONE NO.              |  |
| WWW                        |  |

STAMP / SIGNATURE:



## 25. SPECIMENTE VERBIAGE OF PRE-ADVICE VIA SWIFT MT 799(199):

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FORMAT OF PRE-ADVICE  
via MT799

Instance Type and Transmission

Notification (Transmission) Of Original Sent To SWIFT (Ack) Network Delivery Status : Network Ack/Received  
Priority/Delivery : Normal

SWIFT Input Reference:  
SWIFT Message Header

SWIFT Fin: FIN 799 Free Format Message Basic  
Header S 01 Application Header K  
SWIFT Message Text

20: TRANSACTION REFERENCE NUMBER

Xxxxxxx

21: RELATED REFERENCE

XxXXXXXXXXXX  
CURRENCY: €  
AMOUNT:  
XXXXXXXXXXXX

ORDERING CUSTOMER NAME & ADDRESS

XXXXXXXXXXXXXXXXXXXX ACCOUNT NAME:  
ACCOUNT NUMBER:

31C:DATE OF ISSUE

79: NARRATIVE

WE, COMMERCIAL DEVELOPMENT BANK AG, XXXXXXXXXXXX, UNITED KINGDOM CONFIRMATION OF READY, WILLING AND ABLE TO ISSUE AND  
DELIVER AND UNCONDITIONAL STANDBY LETTER OF CREDIT FULLY CASH BACKED IN THE FACE VALUE OF € XXXXXXXXXXXX MILLION EURO  
(€00,000,000.00)

IN FAVOUR OF XXXXXXXXXXXX.

WE HEREBY CONFIRM WITH FULL BANK RESPONSIBILITY THAT WE ARE READY, WILLING AND ABLE TO ISSUE STANDBY LETTER OF CREDIT  
VIA SWIFT MT760 IN FAVOUR OF XXXXXXXXXXXX IN THE FACE VALUE OF EUROPEAN UNION  
CURRENCY € XXXXXXXXXXXX MILLION.

(€ xx,000,000.00) WITH A VALIDITY OF ONE (1) YEAR AND ONE (1) DAY.

WE FURTHER CONFIRM THAT THE LETTER OF CREDIT IARDLC IS CASH-BACKED AND IS ASSIGNABLE, TRANSFERABLE AND  
UNCONDITIONALLY CALLABLE UPON MATURITY.

ALL CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT FOR AND ON  
BEHALF OF COMMERCIAL DEVELOPMENT BANK AG, XXXXXXXXXXXX, UNITED  
KINGDOM  
AUTHORIZED OFFICER 1 AUTHORIZED OFFICER 2 GROUP FINANCE DIRECTOR CHIEF RISK OFFICER

## 26. DRAFT SWIFT MT 700 IARDLC FROM THE ISSUING BANK TO THE RECEIVING BANK

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IARIA  
RDLC  
VERBI  
AGE  
Via  
SWIFT  
MT700  
IAIARDLC NO. :  
XXXXXXXXXXXXX ISSUING  
BANK:XXXXXXXX  
ADDRESS: XXXXXXXXXXXXXXXXXXXX  
SWIFT CODE: XXXXXXXX  
BANK OFFICER:XXXXXXXX  
APPLICANT:  
XXXXXXXXX  
XXXXXXXXXX  
DATE OF ISSUE: XXXXXX  
DATE OF MATURITY: XXXXXX  
CURRENCY: EUROPEAN  
UNION CURRENCY FACE  
AMOUNT: €XXXXXXXXXXXX  
. REceiving BANK: XXXXXXXXXXXXXXXXXXXX  
ADDRESS: XXXXXXXXXXXXXXXXXXXX  
SWIFT CODE: XXXXXXXX  
BANK OFFICER:XXXXXXXX  
BENEFICIARY:  
XXXXXXXXXXXXXXXXXXXX.

FOR VALUE RECEIVED, WE, (NAME & ADDRESS OF ISSUING BANK), HEREBY IRREVOCABLY AND UNCONDITIONALLY, WITHOUT PROTEST AND NOTIFICATION, PROMISE TO PAY AGAINST THIS IARDLC TO THE ORDER OF (NAME OF BENEFICIARY), THE BEARER OR HOLDER THEREOF, AT MATURITY THE SUM OF €XXXXXXXX.00 (AMOUNT IN WORDS) IN THE LAWFUL CURRENCY OF EUROPEAN UNION, UPON SURRENDER AND PRESENTATION OF THIS LETTER OF CREDIT AT OUR OFFICE AT (ADDRESS OF ISSUING BANK), BUT NOT LATER THAN 15 (FIFTEEN) DAYS AFTER MATURITY DATE OF THIS IARDLC.

SUCH PAYMENT SHALL BE MADE WITHOUT SET-OFF AND FREE AND CLEAR OF ANY DEDUCTION OR CHARGE, FEE OR WITHHOLDING OF ANY NATURE PRESENTLY OR IN THE FUTURE IMPOSED, LEVIED, COLLECTED, WITHHELD OR ASSESSED BY THE GOVERNMENT OF (ISSUING COUNTRY) OR ANY POLITICAL SUBDIVISION OR AUTHORITY THEREOF OR THEREIN.

THIS IARDLC IS FREELY TRANSFERABLE, ASSIGNABLE, DIVISIBLE AND OPERATIVE WITHOUT PRESENTATION OF IT TO US AND WITHOUT THE PAYMENT OF ANY TRANSFER FEE OR CHARGE. THIS IARDLC IS SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEE AS SET FORTH BY THE INTERNATIONAL CHAMBER OF COMMERCE, PARIS, FRANCE, ICC PUBLICATION NO. 758, 2010 REVISION.

THIS IARDLC SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF (ISSUING COUNTRY).

ALL BANKING CHARGES ARE FOR THE ACCOUNT OF APPLICANT.

THIS IS AN OPERATIVE INSTRUMENT AND NO FURTHER MAIL CONFIRMATION WILL FOLLOW.

FOR AND ON BEHALF OF  
(NAME AND ADDRESS OF ISSUING BANK) AUTHORIZED BANK OFFICER #1 AUTHORIZED BANK OFFICER #2

**NOTE: TO SPEED UP EVERYTHING, IT WOULD BE APPROPRIATE TO ATTACH A LETTER FROM THE BANK TO THE CONTRACT THAT YOU ARE READY TO ISSUE THE IARDLC**





**IMPORTANT WARNING NOTICE:**

A)  
COMMERCE

INTERNATIONAL CHAMBER OF

B)  
INTERPOL  
GENERAL SECRETARIAT

INTERPOL IP CRIME UNIT

C)  
INVESTIGATION

FEDERAL BUREAU OF

This is a very important message to anyone involved in the commodities industry on the new measures with respect to buyers and sellers conducting transactions.

From now on, if an icpo, + bcl confort , or bcl is issued and the document is not real, true and/or actually verifiably factual, the buyer will be able to inform the fbi, icc, and interpol. In addition, after an fco is sent to the buyer, there should be a formal answer to seller from buyer in a timely manner in accordance with the agreement between parties.

If there is no response from the buyer in a timely manner, the buying company will be reported to the fbi, icc and interpol. If this action is repeated by sellers, they too will also be reported for abuse of the nend, loi, icpo, and rwa or bcl, for this is now a federal offense.

It is important to transmit this to all clients that work with providers that are members of the icc, fbi, and other international organizations. From this point forward, the international codes will be strictly enforced to exclude all intruders that send or transmit false information. Those who submit a false nend/imfpa, loi, icpo, rwa or bcl, or fco, as well as false proof of product (pop), false proof of funds (pof) will be charged with a crime.

This offense went into effect on november 15, 2008 after a meeting was held between the federal reserve, european central bank, interpol, federal bureau of investigation and central intelligence agency. The reason for this measurement is to protect the commodities industry which is a fundamental part of the world's economy.

I have read and understood the severity of the warning above and do realize the serious impact that pertains to all oil and other commodities transactions

**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 106229, “electronic signatures in global and national commerce act” or such other applicable law conforming to the uncitral model law on electronic signatures (2001) and 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 respecting their obligations and duties under edt instruments

Privacy statement: the information contained in this proposal are confidential and may be disclosed only by persons authorized and listed below. Dissemination, copying and / or distribution of this document by any person other than the persons listed below, is prohibited and may be prosecuted. Bluenergy and his agents, in relation to this agreement between the two parties, sellers and buyers, must not be held liable for the partial or total failure to perform obligations arising out of circumstances of force majeure as acts of god, strikes , fires, floods, wars (declared or not declared), directed (including protection, quotas, priorities, requisitions and price controls), financial inability to fulfill the obligations of this contract, lack of legal fitness due to sanctions and legal interdictions and others who are out of control of the parties and have arisen after the conclusion of this agreement.

## 27. SELLERS CLIENT INFORMATION SHEET (CIS):

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## 28. BUYERS CLIENT INFORMATION SHEET (CIS):

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### **On Letterhead of Beneficiary Account of Bank**

In accordance with Articles two (2) through five (5) of the Due Diligence Convention and the Federal Banking Commission Circular of December 1998, concerning the prevention of money laundering, and Article 305 of the Swiss Criminal Code, the following information may be supplied to banks and other financial institutions for the purpose of verification of identity and activities of the investing Member, and the nature and origin of the funds that are to be utilized. All parties have an obligation to respect professional secrecy and to take all appropriate precautions to protect the confidentiality of the information each holds in respect of the others' activities. This legal obligation shall remain in full force and effect at all times.

| <b>CIS - Client Information Sheet</b>   |  |
|---|--|
| <b>Date :</b>                           |  |
| <b>Client Name (Signatory) :</b>        |  |
| <b>Passport N°</b>                      |  |
| <b>Date of Issue :</b>                  |  |
| <b>Date of Expiry :</b>                 |  |
| <b>Country :</b>                        |  |
| <b>Date of Birth :</b>                  |  |
| <b>Company Name :</b>                   |  |
| <b>Address :</b>                        |  |
| <b>City/Zip :</b>                       |  |
| <b>Country :</b>                        |  |
| <b>Registration N° :</b>                |  |
| <b>Business Phone N° :</b>              |  |
| <b>E-Mail Address : E-Mail Private:</b> |  |
| <b>Bank Name :</b>                      |  |
| <b>Bank Address, City, Country</b>      |  |
| <b>Branch Number :</b>                  |  |
| <b>Account Name :</b>                   |  |
| <b>Account N° : (USD)</b>               |  |
| <b>Bank SWIFT Code :</b>                |  |
| <b>Bank Officers Name :</b>             |  |
| <b>IBAN :</b>                           |  |

STAMP AND SIGNATURE



## 29 SIGNATURES:

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| SELLER  | BUYER PER ACCETTAZIONE<br>CONTRATTUALE NON<br>MODIFICABILE |
|---|--|
|   |  |
| <p><u>Electronic signature:</u> 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 106229, "Electronic Signatures in Global and National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001) and 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 respecting their obligations and duties under EDT instruments.</p> |  |

End of Document

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