 **Jan. 15, 2021**

**BUYER’S SIDE NCNDA**

**Irrevocable Corporate** **Purchase Order No.:**

**NON-CIRCUMVENTION, NON-DISCLOSURE AND WORKING AGREEMENT**

Whereas the undersigned Parties wish to enter into this agreement to define certain parameters of their future legal obligations, and considering their mutual promises herein and other good and valuable considerations the receipt and sufficiency of which is acknowledged hereby, the Parties here to mutually and voluntarily agree as follows:

No Party and/or Parties hereto and/or their affiliates and/or the like, which include(s), but is not limited to, any licensor(s), contractor(s), supplier(s), manufacturer(s), producer(s), wholesaler(s), retailer(s), customer(s), client(s), financial source(s), representative(s), agent(s), consultant(s) and/or the like, of what-so-ever nature shall not, in any manner attempt to or actually solicit and/or attempt to or accept any business from source(s) that have been made available by and through a Party and/or Parties hereto. Nor shall any Party(ies) in any manner access, contact, solicit, conduct and/or the like any transaction with such said sources, without the express and specific written permission of the Party who made such said source(s) available.

The Parties shall maintain complete confidentiality regarding each other's business and/or their affiliates and shall only disclose knowledge pertaining to these specifically named Parties as permitted by the concerned Party(ies) in writing, unless agreed and granted an expressed written permission of and by the Party(ies) whom made the source available.

No Party(ies) shall not in any way whatsoever circumvent each other and/or attempt such circumvention of each other and/or any Party(ies) involved in any of the transactions the Parties wish to enter into and to the best of their abilities shall ensure that the original transaction codes, data and proprietary information established are not altered.

No Party(ies) shall not disclose any contact revealed by a/any Party(ies) to any third parties as they fully recognize such information and contact(s) of the respective Party, and shall not enter into direct and/or indirect offers, negotiations, transaction and/or the like with such contacts revealed by any other Party(ies) who made the contact(s) available.

In the event of circumvention or attempted circumvention by a/any of the undersigned Party(ies), whether direct and/or indirect, the circumvented Party(ies) shall be entitled to a legal monetary compensation equal to the maximum service it should realize from such a transaction, plus any and all expenses, including any and all legal fees incurred in lieu of the recovery of such compensation.

All considerations, benefits, bonuses, participation, fees, and/or facilitator’s fees received as a result of the contributions of the Parties to this Agreement, relating to any and all transactions shall be allocated and distributed as mutually agreed. Specific arrangements, for each transaction shall be made available and/or submitted to the recipient on the very day due and payable as per each and every transaction, unless otherwise agreed.

This Agreement is valid for two (2) years from the date of signature, for any and all transactions between the Parties therein, with renewal to be agreed upon between the signatories.

 **Jan. 15, 2021**

**Irrevocable Corporate** **Purchase Order No.:**

It is further agreed that any controversy, claims, and or dispute arising out of and/or relating to any part of the whole of this Agreement or breach thereof and which is not settled between the signatories themselves, shall be settled and binding by and through arbitration in accordance with the rules and through the institution of the International Chamber of Commerce. Any decision and/or award made by the arbitrators shall be final, conclusive and binding for the Parties and enforceable in the Court of Law in the Country of choice of an award by the arbitrators.

This Agreement shall be binding upon the Parties hereto and in the case of an individual Party, its respective heirs, administrators and executors and in the case of all corporate Parties, their successors and assigns. The non-circumvention damages, i.e., the total facilitator’s fees, fees, or profits which would have been due, and;

All loss sustained by the non-defaulting party by reason of such breach, and;

All expenses incurred in enforcing any legal remedy rights based upon or arising out of this Agreement. Signature of this Agreement shall be deemed to be an executed agreement enforceable and admissible for all purposes as may be necessary under the terms of this Agreement.

All signatories hereto acknowledge that they have read and each Party fully understands the terms and conditions contained in this Agreement and by their initials and signature hereby unconditionally agree to its terms as of the date noted herein.

The purpose of this instrument is to establish an internationally recognized Non-Circumvention, Non-Disclosure, and Working Agreement between the participating Parties. This and future transactions shall be conducted under the guidelines of the International Chamber of Commerce.

This Agreement may be signed in one or more counterparts and the Parties agree that electronic or facsimile copies of this Agreement to be considered as a legal original and signatures thereon shall be legal and binding.

This NCNDA is with respect to **Irrevocable Corporate** **Purchase Order No.:**

**Buyer company name PROPOSED PURCHASE OF \_\_\_\_\_\_\_ Cranberry at $\_\_\_\_\_ includes the 10% fee.**

ICC (INTERNATIONAL CHAMBER OF COMMERCE) - [https://iccwbo.org](https://iccwbo.org/)

INCOTERMS 2010 - INCOTERMS ARE STANDARD TRADE DEFINITIONS MOST COMMONLY USED IN INTERNATIONAL SALES CONTRACTS. [https://iccwbo.org/resources-for-business/incoterms- rules/incoterms-rules-2010/](https://iccwbo.org/resources-for-business/incoterms-%20rules/incoterms-rules-2010/)

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 **Jan. 15, 2021**

**Irrevocable Corporate** **Purchase Order No.:**

**Between: Party 1**

|  |  |
| --- | --- |
| Full Name/Title: | Vivienne Pham-Cao |
| Corporation: | Gaia Synergy llc |
| Address: | 607 Bloomfield Ave. Clifton, NJ 07013 |
| Tel/Mobile | 682-716-5860 |
| E-mail address: | [info@gaiasynergy.com](mailto:info@gaiasynergy.com) |
| Passport/DL Number: | TBD |
| Signature: **Vivienne Pham-Cao** | |

**Between Party 2:**

|  |  |
| --- | --- |
| Full Name/Title: |  |
| Corporation: |  |
| Address: |  |
| Tel/Mobile: |  |
| E-mail address: |  |
| Passport/DL Number: |  |
| Signature: | |

**Between: Party 3**

|  |  |
| --- | --- |
| Full Name/Title: | Blagoj Peovski, President |
| Corporation: | RIS Construction Corp. |
| Address: |  |
| Tel/Mobile: | (201) 334-6689 |
| E-mail address: | [risblagoj@protonmail.com](mailto:risblagoj@protonmail.com) |
| Passport/DL Number: |  |
| Signature: | |

**Between: Party 4**

|  |  |
| --- | --- |
| Full Name/Title: |  |
| Corporation: |  |
| Address: |  |
| Tel/ Mobile: |  |
| E-mail address: |  |
| Passport/DL Number: |  |
| Signature: | |

 **Jan. 15, 2021**

**Irrevocable Corporate Purchase Order No.:**

**Between: Party 5**

|  |  |
| --- | --- |
| Full Name/Title: |  |
| Corporation: |  |
| Address: |  |
| Tel/Mobile: |  |
| E-mail address: |  |
| Passport/DL Number |  |
| Signature: | |

**Between: Party 6**

|  |  |
| --- | --- |
| Full Name/Title: |  |
| Corporation: |  |
| Address: |  |
| Tel/Mobile: |  |
| E-mail address: |  |
| Passport/DL Number |  |
| Signature: | |

**Between: Party 7**

|  |  |
| --- | --- |
| Full Name/Title: |  |
| Corporation: |  |
| Address: |  |
| Tel/ Mobile: |  |
| E-mail address: |  |
| Passport/DL Number: |  |
| Signature: | |

**Between: Party 8**

|  |  |
| --- | --- |
| Full Name/Title: |  |
| Corporation: |  |
| Address: |  |
| Tel/ Mobile: |  |
| E-mail address: |  |
| Passport/DL Number: |  |
| Signature: | |

**ASSOCIATED PARTIES FORM**

**Only the individuals listed on this form, with verified roles, will be included in NCND and IMFPA.**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Quantity** | | **Product (w/ Brand)** | | **Up to Price** | | **Commission (Plus)** | | | | **Buyer** | | **Lot** | **Date (M-D-YR)** |
|  | |  | |  | |  | | | |  | |  |  |
| **For NCNDA and IMFPA** | | | | | | | | | | | | | | |
|  | | | **Buyer** | | **Buyer Mandate** | | | | | | **Proxy** | | | |
| Company: | | |  | |  | | | | | | RIS Construction Corp. | | | |
| Name/Title: | | |  | |  | | | | | | Blagoj Peovski, President | | | |
| Address: | | |  | |  | | | | | |  | | | |
| Email: | | |  | |  | | | | | | [risblagoj@protonmail.com](mailto:risblagoj@protonmail.com) | | | |
| Phone: | | |  | |  | | | | | | (201) 334-6689 | | | |
|  | | | **Buyer Intermediary-1** | | **Buyer Intermediary-2** | | | | | | **Buyer Intermediary-3** | | | |
| Company: | | | GAIA SYNERGY LLC | |  | | | | | |  | | | |
| Name/Title: | | | VIVIENNE PHAM-CAO | |  | | | | | |  | | | |
| Address: | | |  | |  | | | | | |  | | | |
| Email: | | | info@gaiasynergy.com | |  | | | | | |  | | | |
| Phone: | | | (682) 716-5860 | |  | | | | | |  | | | |
|  | | | **Buyer Intermediary-4** | | **Closed** | | | | | | **Closed** | | | |
| Company: | | |  | |  | | | | | |  | | | |
| Name/Title: | | |  | |  | | | | | |  | | | |
| Address: | | |  | |  | | | | | |  | | | |
| Email: | | |  | |  | | | | | |  | | | |
| Phone: | | |  | |  | | | | | |  | | | |
|  | | | **Seller Intermediary-1** | | **Seller Intermediary-2** | | | | | | **Seller Intermediary-3** | | | |
| Company: | | | **CLOSED** | | **CLOSED** | | | | | | **CLOSED** | | | |
| Name/Title: | | |  | |  | | | | | |  | | | |
| Address: | | |  | |  | | | | | |  | | | |
| Email: | | |  | |  | | | | | |  | | | |
| Phone: | | |  | |  | | | | | |  | | | |
|  | | | **Seller** | | **Seller Mandate** | | | | | |  | | | |
| Company: | | | **CLOSED** | | **CLOSED** | | | | | |  | | | |
| Name/Title: | | |  | |  | | | | | |  | | | |
| Address: | | |  | |  | | | | | |  | | | |
| Email: | | |  | |  | | | | | |  | | | |
| Phone: | | |  | |  | | | | | |  | | | |
| **Buyer Attorney** | | | | | |  | **Seller Attorney** | | | | | |
| Name: |  | | | | | Name: |  | | | | |
| Firm: |  | | | | | Firm: |  | | | | |
| Phone: |  | | | | | Phone: |  | | | | |
| Email: |  | | | | | Email: |  | | | | |
| Address: |  | | | | | Address: |  | | | | |
| Bar No.: |  | | | | | Bar No.: |  | | | | |
|  |  | | | | |  |  | | | | |
|  |  | | | | |  |  | | | | |
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|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Commission Split Worksheet**  ***Intermediaries may need to consolidate under a sub-fee agreement and be listed on the IMFPA as a Group.*** | | | | | |
| **SPLIT** | | **POSITION** | **Payout** | **NAME** | **ROLE** |
| **1/3** |  | Buyer Side | 1 |  | Buyer Mandate |
| **1/3** | 1/6 | Buyer  Intermediary | 1 |  | Primary |
| 2 |  | Facilitator |
| 3 |  | Facilitator |
| 4 |  | Facilitator |
|  | | | | |
| 1/6 | Seller  Intermediary | 3 |  | Facilitator |
| 2 |  | Facilitator |
| 1 |  | Primary |
| **1/3** |  | Seller Side | 1 |  | Seller Mandate |
| *Detailed Commission Split will be finalized in the IMFPA* | | | | | |

**Company Name**

**Address, Telephone/Facsimile Nos. & E-mail**

January \_\_\_, 2021

**Irrevocable Corporate Purchase Order**

To: **Gaia Synergy, LLC / Cranberry Private Seller**

From: **Buyer Company**

**Re: ICPO No.: 1234ABC**

**Written Quantity (Numerical Value)**

**Cranberry Evolve 300 Non-sterile, Nitrile, Powder-free Exam gloves 300 gloves/box**

With full legal and corporate responsibility and under penalty of perjury we **Buyer’s Company name** (“Buyer”) with offices located at **Buyer’s Company’s address** hereby issue our irrevocable corporate purchase order for the following:

|  |  |
| --- | --- |
| **Commodity:** | Cranberry Evolve 300 Nitrile Powder-free Exam gloves 300 gloves/box |
| **Appearance:** | Blue Disposable Examination Gloves |
| **Shipping Terms Sale:** | Customer Pick Up |
| **Origin:** | Cranberry USA/Cranberry Private Seller (General) |
| **Total/Contract** **Quantity:** | **Written Quantity (Numerical Value)** boxes Three Hundred (300) gloves/box |
| **Duration of Contract:** | TBD |
| **Packing:** | Ten (10) boxes of Three Hundred (300) gloves/box/carton. |
| **Target Price:** | Up to Sixteen Dollars & Fifty Cents ($16.50 US) inclusive Ten Percent (10%) facilitator’s fees |
| **Discharge Rate Per Day:** | Unlimited |
| **Delivery Terms:** | CIF USA on the ground (“OTG”) |
| **Destination:** | USA - OTG to be determined by the Buyer |
| **Inspection:** | SGS Report, Lot numbers, Packing Slips, Bills of Lading, Buyer’s inspection |
| **Insurance:** | N/A |
| **Payment Method:** | BCL, Wire, Escrow, MT-199, or CAGE Code |
| **Radiation Certified:** | N/A |
| **Shipping Documents:** | To be provided during A2A like Packing Slips, Bill of Lading, Air Freight Bill |
| **BUYER’S INFORMATION:** | | |
| **Name:** |  | |
| **Position:** |  | |
| **Company name:** |  | |
| **Registration No:** |  | |
| **Address:** |  | |
| **City/Zip:** |  | |
| **Country:** |  | |
| **Business Telephone:** |  | |
| **Business Fax:** |  | |
| **Mobile Telephone:** |  | |
| **E–mail:** |  | |
| **Skype ID:** |  | |
| **Website:** |  | |

**SOFT PROBE**

The Buyer is of the understanding that any and all offers and/or contracts are subject to the Seller’s verification of funds and that said Seller/Procurer thus has written permission to conduct a soft probe of Buyer’s account. I/We being of legal authority, grant the right and permission to the foregoing only to conduct a soft probe of the following Buyer’s bank account and financial capability listed herein.

|  |  |  |
| --- | --- | --- |
| **BUYER’S BANK INFORMATION:** | | |
|  | **ISSUING BANK:** | **CONFIRMING BANK:** |
| **Bank Name:** |  |  |
| **Bank Address, City, Country:** |  |  |
| **Bank Swift Code:** | **THIS INFORMATION SHALL** | **BE EXCHANGED** |
| **Bank Telephone:** | **BETWEEN COUNSEL** | **ONLY** |
| **Bank Fax:** |  |  |
| **Account Name:** |  | BANK STAMP / SEAL |
| **Account Number:** |  |
| **Bank Officers Name:** |  |
| **Bank Officer E–Mail address:** |  |
| **Bank Website Address:** |  |

The Buyer is aware that this ICPO issued today, **January \_\_\_\_, 2021**, is the only current active ICPO to this Seller under this **ICPO** **No.:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from the Buyer and it has been offered to Cranberry Private Seller. This IRREVOCABLE CORPORATE PURCHASE ORDER is valid for five (5) business days and is exclusively being submitted to only your group during the validity period. Please submit Full Corporate Offer and/or Draft Contract or the representations herein are voidable by Buyer.

For and on behalf of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE: CORPORATE STAMP / SEAL

**Buyer:** **Attorney/Lawyer:**

**Print Name:** **Print Name:**

**Print Title:** **Print Title:**

**Signature:** **Signature:**

**Company Name**

**Address, Telephone/Facsimile Nos. & E-mail**

**January \_\_\_, 2021**

**Letter of Intent**

To: **Gaia Synergy, LLC / Cranberry Private Seller**

From:  **Buyer’s Company Name**

**Re: ICPO No.: 1234ABC**

**Written Quantity (Numerical Value)**

**Cranberry Evolve 300 Non-sterile, Nitrile, Powder-free Exam Gloves 300 gloves/box**

In an effort to prevent COVID-19, commissioned by, **Buyer’s Company Name** (the “Buyer”), we hereby declare and confirm that we are ready, willing and able to purchase the commodity described below, as per the specifications set forth herein, in the quantity and for the price as specified in the terms and conditions hereinafter set forth. The same is contingent upon following the Buyer’s submission of this completed package, the Buyer shall promptly receive the necessary documents from Cranberry Private Seller (the “Seller”) required for an immediate transaction for the purchase of the Product (defined below) at the price and quantity stated herein, coupled with the Buyer’s acceptance of the same following our receipt and review of the SGS report for, and/or physical inspection of, the Lot (defined below) as well as the execution of a mutually agreeable Sale and Purchase Agreement (the “Agreement”) between the Buyer and the Seller:

**Product** : Cranberry Evolve 300 Non-sterile, Nitrile, Powder-free Exam Gloves 300 gloves/box

**Quantity** : **Written Quantity (Numerical Value)** boxes

**Origin** : Cranberry Worldwide and/or authorized distributor(s) and/or Private Seller(s)

**Delivery Term**: CIF USA on the ground (“OTG”)

**Destination** : OTG USA to be determined by Buyer

**Inspection** : SGS, Lot Numbers, Packing Slips, Bills of Landing and Buyer’s physical inspection etc.

**Payment** : Wire, Escrow, BCL, MT-199 or CAGE Code

**Price** : Up to **Written Dollar Amount (Numerical Dollar Figure)** inclusive of Ten Percent (10%)

This Letter of Intent (“LOI”) supersedes, in its entirety, any and all oral or written communications that previously occurred between Buyer and Seller. Buyer and Seller are sometimes individually referred to as a “Party” and collectively referred to as the “Parties.”

**Consideration.**

As payment and consideration for the Product, the following shall occur:

• Within twenty-four (24) hours of Buyer’s receipt of SGS report and/or other proof of life including without limitation Buyer’s physical inspection of the Product, Buyer shall approve and/or reject the same. Upon Buyer’s acceptance of the POL, Buyer agrees to directly deposit or, if applicable, direct the Escrow Agent, to deposit the full purchase price of the order to counsel’s IOLTA account. Money shall remain in escrow until the SPA is executed by the Parties at which time Buyer shall release same to Seller in accordance with the SPA and/or Seller’s payment instructions into its Escrow.

• Buyer affirms that the Price set forth above represents a special discounted price and a reasonable facilitator’s fee and willingness to pay both. The facilitator/consulting fee payment will be fully regulated in a separate fee agreement outside the Sales and Purchase Agreement.

• In consideration of the mutual agreements contained herein and the expenditure of time, effort and expense to be undertaken by Seller in connection with the due diligence review and efforts contemplated by this Letter of Intent, Buyer will not directly or indirectly, solicit, discuss, accept, approve, initiate, respond to or encourage any inquiries or proposals relating to, or participate or engage in any negotiations with respect to the Transaction contemplated herein after the execution hereof by Seller and the production of the SGS Report, unless it is necessary to facilitate the Transaction in accordance with this Letter or in accordance with existing contracts or obligations.

**Confidentiality.**

Subject to the exclusions and limitations set forth in this Section 3 and in Section 4 below, all information exchanged between the Parties under this Letter, and corresponding Purchase Order, is confidential. Neither Party shall disclose to any third party (other than affiliates, subsidiaries, successors, assigns, consultants or advisors, and only to the extent they “need to know” in order to carry out the intent and purpose of this Letter) any of the other Party’s confidential information unless required by law, government agency, court order, civil investigative demands, or needed by a Party to assert claims under this Letter or defend against claims made against the Party of such disclosure after the disclosure. Notwithstanding, either Party may disclose any such information that: (i) becomes generally available to the public, provided it is not the result of disclosure in violation of this Letter; (ii) was in the possession of the recipient at the time of disclosure to the recipient; (iii) was lawfully received by a recipient from a third party without any breach of a duty of confidentiality by a Party to this Letter; or (iv) was developed independently by a recipient without reference to the confidential information under this Letter and not at the direction of a Party to this Letter.

**Publicity.**

Neither Party will make any disclosure or public announcements of the proposed Transaction, this Letter or the terms thereof without the prior written consent of the other Party, which shall not be unreasonably withheld, or except as required by any relevant laws. Seller agrees and acknowledges that Buyer and its directors, officers, members, managers, employees, agents and representatives will disclose business information and information about the proposed Transaction in the course of securing financing, if necessary, and that Seller and its representatives may be required to disclose that information under the continuous disclosure requirements under certain U.S. laws.

**Obligations.**

This letter of intent is merely a guide to preparation of a mutually satisfactory acquisition agreement. Nothing in this letter shall be construed to preclude other provisions from being inserted into the Sale Purchase Agreement at the request of either Party.

**Miscellaneous.**

• If any term or provision hereof shall be held illegal or invalid, this Letter shall be construed and enforced as if such illegal or invalid term or provision had not been contained herein.

• The delay or failure of a Party to enforce at any time any provision of this Letter shall in no way be considered a waiver of any such provision, or any other provision of this Letter. No waiver of, delay or failure to enforce any provision of this Letter shall in any way be considered a continuing waiver or be construed as a subsequent waiver of any such provision, or any other provision of this Letter.

* No provision of this Agreement shall be interpreted against any Party because such Party or its legal counsel representative drafted such provision.
* This Letter may be executed in any number of counterparts, each of when executed and delivered (including by way of facsimile) is an original but all of which taken together shall constitute one and the same instrument.
* Buyer is requiring that Seller/Title Holder provide an RWA attestation from its US counsel, FCO or LOA with respect to proof of the Product as well as SGS Certificate for the Product. If less than 100% OTG in USA with SGS Certificate from the USA, Buyer requests a detailed production and delivery schedule and agreements re same.

Sincerely,

SIGNATURE: CORPORATE STAMP / SEAL

Buyer: Attorney/Lawyer:

Print Name: Print Name:

Print Title: Print Title:

Signature: Signature:

**Company Name**

**Address, Telephone/Facsimile Nos. & E-mail**

**January \_\_\_, 2021**

**Ready, Willing And Able Letter**

Buyer: Attorney/Lawyer：

Print Name: Print Name:

Print Title: Print Title:

**Re:** **ICPO No.: ABC123**

**Written Quantity (Numerical Value) boxes**

**Cranberry Evolve 300 Non-sterile, Nitrile, Powder-free Exam Gloves 300 gloves/box**

Dear Cranberry Private Seller:

Please let this letter serve as notification to your firm that we, **Buyer’s Company Name** are Ready, Willing and Able to move forward with locating, securing, vetting and purchasing Product (hereinafter defined) through authorizing, Gaia Synergy, llc specifically through Vivienne Pham-Cao (the “Consultant“) to take the steps required to validate lots of PPE and offer to purchase same on our behalf. Consultant shall accomplish the same through the generation, modification and/or creation of, without limitation ICPOs and other related documents consistent with those we have submitted or otherwise for the purchase up **Written Quantity (Numerical Value)** boxes of Cranberry Evolve 300 Non-sterile, Nitrile, Powder-free Exam Gloves 300 gloves/box (the “Product“). Furthermore, we authorize and empower the Consultant to participate in all stages of the transaction including but not limted to the attorney-to-attorney call and the purchase the Product on our behalf for a total purchase price of up to **Sixteen Dollars and Fifty Cents ($16.50 US),** which includes Ten Percent (10%) facilitator/consulting fees.

We specifically wish to purchase **Written Quantity (Numerical Value)** or medical groups. This shall confirm that the only irrevocable master fee protection agreement that shall be accepted by Seller in connection with this purchase order number is that submitted by the Consultant. All other submissions shall be void. We understand that the final purchase price will be agreed upon via a Letter of Intent to purchase and secured through a Sales Purchase Agreement (“SPA“) to be executed by the Parties.

We further understand that upon acceptable terms One Hundred Percent (100%) of the funds to secure the total purchase, based on availability, will be purchased via cage codes/wire transfer. Upon providing proof of Product and a physical inspection and approval by the Company we shall provide payment immediately via Wire Transfer.

If you have any questions, do not hesitate to contact me directly.

SIGNATURE**:** CORPORATE STAMP / SEAL

NAME**:**

TITLE**:**

DATE**: January \_\_\_\_, 2021**

**Company Name**

**Address, Telephone/Facsimile Nos. & E-mail**

**January \_\_\_, 2021**

**Procurement Exclusive Engagement Letter**

**Re: ICPO #**

This letter agreement, dated **January \_\_, 2021** supersedes and replaces any and all prior agreements, understandings, contracts and/or the like between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (the "Company”) and others and hereby authorizes specifically through gaia synergy, llc to procure and purchase on behalf of the Company, **Written Quantity (Numerical Value)** boxes of Cranberry Evolve 300 Nitrile Powder-Free Examination Gloves Three Hundred (300) gloves/box (collectively the "Product") from both Domestic and International inventory. The Company is ready, willing, able, and irrevocably committed to purchase up to **Written Quantity (Numerical Value)** boxes of the Product from a legitimate supplier at a unit purchase price of up to **Sixteen Dollars and Fifty Cents ($16.50 US),** including Ten Percent (10%) facilitator/consulting fee. In support of the foregoing commitment, Company submits herewith:

1. Proof of funds through a Bank Comfort Letter (“BCL”) or MT-199 or fully funded Cage Codes (to be furnished via attorney-to-attorney), representing the available funds that will be advanced to effectuate the purchase of the Product;

2. Irrevocable direction regarding funds to its attorney; more particularly, upon being presented with, among other things, the SGS Reports, Lot numbers, and/or other Proof of Life representing the Product to be purchased, and upon confirmation of the Product following actual inspection by the Company's representative's in the Company's sole discretion, the Company shall direct and cause its attorney to immediately wire transfer the purchase funds to TITLEHOLDER'S counsel's IOLTA as set forth in the SPA.

Commensurate with the foregoing, it is acknowledged and understood by the Parties that this commitment is irrevocable for the duration of the procurement engagement which is seven (7) days and can be extended by mutual agreement. Procurer relies upon same to affect the procuring and securing of the Product through the generation, modification and submission of appropriate documents on behalf of the Company, including but not limited to purchase orders, letters of intent and/or the like so long as they are equal to or less than the original documents submitted by the Company.

Sincerely,

SIGNATURE**:** CORPORATE STAMP / SEAL

NAME**:**

TITLE**:**

DATE:

|  |  |
| --- | --- |
| **PLEASE COMPLETE THE BELOW IN ITS ENTIRETY. NOTIFICATION TO PROCEED WILL TAKE PLACE AFTER APPROVAL OF THE VERIFICATION PROCESS.** | |
| **COMPANY NAME**  **Include Entity Structure (IE Inc, LLC)** |  |
| **BUYER SIGNATORY FULL NAME/TITLE** |  |
| **BUYER SIGNATORY ID (attach copy of Driver’s License # and State OR Passport #)** |  |
| **FULL BUSINESS ADDRESS** |  |
| **TAX ID / REGISTRATION #** |  |
| **SIGNATORY NATIONALITY** |  |
| **STATE/COUNTRY OF COMPANY ORGANIZATION & YEAR FORMED** |  |
| **BUYER MOBILE PHONE** |  |
| **BUYER EMAIL** |  |
| **BUYER’S ATTORNEY: FULL NAME** |  |
| **ID NUMBER AND STATE BAR ASSOCIATION** |  |
| **PRACTICE ADDRESS** |  |
| **ATTORNEY MOBILE PHONE** |  |
| **ATTORNEY EMAIL** |  |
| **PRIMARY BANKING INSTITUTION NAME** |  |
| **SIGNIFY IF FUNDS ARE DOMESTIC OR INTERNATIONAL FUNDS REQUIRE BANKING INFO FORM** |  |
| **FINANCIAL PROOF: BCL, ESCROW, OTHER** |  |
| **BUYER MANDATE FULL NAME AND COMMISSION PERCENTAGE** |  |
| **BUYER MANDATE COMPANY NAME** |  |
| **BUYER MANDATE COMPANY ADDRESS** |  |
| **BUYER MANDATE MOBILE PHONE** |  |
| **BUYER MANDATE EMAIL** |  |
| **List All Buyer Brokers Company Name & Commission Percentage (Must equal total of 50% including Buyer Mandate Portion)** |  |

***DISCLOSURE, SIGNATORY ID & ATTESTATION PAGE TO FOLLOW***

**DISCLOSURES**

In accordance with Articles 2 and 5 of the Due Diligence Convention and Federal Banking Commission Circular of December, 1998, and U.S. Patriot Act of 2006 – International Money Laundering Abatement, and Title III - Anti Terrorist Financing Act of 2001, concerning the prevention of money laundering, and Article 305 of the Swiss Criminal Code, and the respective British Laws, the following information must be supplied to Law Firms, Banks, and to any other Financial Institutions, for “Know You Client” (“KYC”) compliance requirements, as set forth by the U.S. Government, the Federal Reserve Bank, the International Banking Organization, and the respective Governmental authorities, for purposes of verification of the transacting entity, and the nature & origin of the funds & assets to be utilized in this transaction.

**ATTESTATION**

By means of this electronic submission, we the undersigned, hereby swear under penalty of perjury, confirm, to the best of my knowledge, that the information provided herein above is accurate and true; that we are not members of, nor are we associated in any way, form or fashion, with any organization, and/or cause, that supports terrorist activities, and we are not part of, involved in, nor a front, for any Money Laundering Scheme and/or any illegal drug trafficking. Furthermore, it is warranted that the origin-of-funds and/or subject assets are in full compliance with Anti-Money-Laundering Policies as set forth by the International Money Laundering Abatement, the Title III - Anti Terrorist Financing Act of 2001, Article 305 of the Swiss Criminal Code, the respective British Laws, the Financial Action Task Force [FATF], and the U.S. Patriot Act; that all business activities being transacted herein are of a legal business nature.

Signatory Printed Name Signatory Title

Signature Date

State License or Passport Photo:

This Agreement, made and entered into on this date, shall obligate the undersigned parties, and their partners, associates, employers, affiliates, subsidiaries, parent company, nominees, representatives, employees, successors, clients and assigns, hereinafter, referred to as (the ”Parties”), jointly, severally, mutually, and reciprocally for the terms and conditions expressly stated and agreed to below.

This agreement is an additional irrevocable pay order agreement to the below-mentioned transaction:

|  |  |
| --- | --- |
| **PARTIES:** | |
| **DATE** |  |
| **THE “BUYER”** |  |
| **THE “SELLER”** |  |
| **SALE PURCHASE AGREEMENT NUMBER** |  |
| **TRANSACTION CODE NUMBER** |  |
| **COMMODITY, PRICE AND FACILITATOR’S FEES:** | |
| **COMMODITY** |  |
| **CONTRACT QUANTITY** |  |
| **PURCHASE PRICE PER BOX** | **$ INCLUDES 10% FACILITATOR FEE** |
| **TOTAL PURCHASE PRICE** | **$ US** |
| **FACILITATOR’S FEES PER UNIT** | **$ US** |
| **TOTAL FACILITATOR’S FEES** | **$US** |
| **CONSULTANTS/BENEFICIARIES:** | |
| **BUYER MANDATE** |  |
| **INTERMEDIARY #1** |  |
| **INTERMEDIARY #2** |  |
| **INTERMEDIARY #3** |  |
| **SELLER MANDATE** |  |

This agreement is an irrevocable commitment by the undersigned to remit to the Consultants listed above and to the Bank coordinates shown for each beneficiary, the amount of facilitator’s fees as described herein.

The Buyer does hereby irrevocably guarantee with full corporate authority and responsibility and under penalty of perjury, to provide fee protection for total sales amount of the contracted volume, payable in USD.

All rules and regulations of confidentiality, non-circumvention and non-disclosure apply to all parties of this agreement.

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| **NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)** | **IRREVOCABLE MASTER FEE  PROTECTION AGREEMENT (IMFPA)** |
| **WHEREAS** the undersigned wish to enter into this Agreement to define certain parameters of the future legal obligations, are bound by a duty of confidentiality with respect to their sources and contacts. This duty is in accordance with the International Chamber of Commerce.  **WHEREAS** the undersigned desire to enter a working business relationship to the mutual and common benefit of the parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organizations (hereinafter referred to as “Affiliates”).  **NOW THEREFORE** in consideration of the mutual promises, assertions, and covenants herein and other good and valuable considerations, the receipts of which are acknowledged hereby, the parties hereby agree as follows   1. **TERMS AND CONDITIONS** 2. The parties will not in any manner solicit, nor accept any business in any manner from sources or their affiliates, which sources were made available through this agreement, without the express permission of the party who made available the source and, 3. The parties will maintain complete confidentiality regarding each other business sources and/or their Affiliates and will disclose such business sources only to the named parties pursuant to the express written permission of this party who made available the source, and, 4. That they will not in any of the transactions the parties are desirous of entering into and do, to the best of their abilities assure the other that the transaction numbers established will not be affected. 5. That they will not disclose **names, addresses, e-mail address, telephone, and tele-fax or telex numbers** to any contacts by either party to third parties and that they each recognize such contracts as the exclusive property of the respective parties and they will not enter into any direct negotiations or transactions with such contracts revealed by the other party and 6. That they further undertake not to enter into a business transaction with banks, investors, sources of funds or other bodies, the names of which have been provided by one of the Parties to this agreement, unless written permission has been obtained from the other party (ies) to do so. For the sale of this agreement, it does not matter whether information obtained from a natural or a legal person. The parties also undertake not to make use of a third party to circumvent this clause. 7. That in the event of circumvention of this Agreement by either party, directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum service it should realize from such a transaction plus any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue. 8. All considerations, benefits, bonuses, participation fees and/or facilitator’s fees received as a result of the contributions of the parties in the Agreement, relating to any and all transactions will be allocated as mutually agreed. 9. In case of circumvention, the Parties agree and guarantee that they will pay a legal monetary penalty that is equal to three (3) times the compensation, commission or finder’s fee the circumvented Party should have realized in such transactions, by the person(s) or entity(ies) engaged on the circumvention for each occurrence. 10. This Agreement is valid for any and all transactions between the parties herein and shall be governed by the enforceable law in **All Commonwealth Countries, European Union Countries, USA Courts**, or under Swiss Law in Zurich, in the event of a dispute, the arbitration laws of United States will apply. 11. The signing parties hereby accept such selected jurisdiction as the exclusive venue. The duration of the Agreement shall perpetuate for **two (2) years from the last date of signing**. 12. **AGREEMENT TO TERMS** 13. Signatures on this Agreement received by the way of Facsimile, Mail and/or E-mail shall be an executed contract. Agreement **enforceable and admissible** for all purposes as may be necessary under the terms of the Agreement. 14. All signatories hereto acknowledge that they have read the foregoing Agreement and by their initials and signature that they have full and complete authority to execute the document for and in the name of the party for which they have given their signature. | The **SELLER** and the **BUYER** hereby irrevocably confirm and accept to pay all consultants and intermediaries listed herein at the same time and in a manner as the Seller is being paid for each and every transaction of this contract up to the completion of the contract plus rollovers and extensions and in accordance with the bank details to be specified in this Contract.  **BUYER** irrevocably confirms that it will order and direct its bank to endorse automatic payment orders to all of the beneficiaries named below; furthermore, **BUYER** confirms that all pay orders shall automatically transfer funds as directed into each of the beneficiaries’ designated bank account **within 1 (one) day after** the date of closing and completion of each and every shipment of the product during the contract term plus any/or extensions and rollover of the specified contract.  For the purpose of clarity, we confirm that the closing and completion of each and every shipment shall be deemed to take place when the financial instrument issued by the Buyer has been drawn down at the counters of the issuing bank or the Buyer has executed the bank transfer and obtained ownership of the product.  **BUYER,** agrees to provide all beneficiaries with **written evidence** of the pay orders lodged with its bank together with acknowledgments of acceptance. Furthermore, our bank shall be instructed to provide duly signed and stamped acknowledgment of this instruction as set out in the annex. Forming part of this agreement. It is understood that for the purposes of this IMFPA, Seller’s bank shall be the same bank and this IMFPA acts as an integral part of it.  **We the undersigned** being **BUYER** and **SELLER** named legally authorized representative as stated within the signed and legally binding main transaction, contract unconditionally agree and undertake to approve and originate all payments in **USD currency** to all beneficiaries named below as their rightful and payable facilitator’s fees. This agreement also acts as a record confirming the commission amounts for each named beneficiary as set out below.  **TOTAL COMMISSION SHALL BE PAID BY THE BUYER AS FOLLOWS:**  The amount of delivered **Commodity** should be settled as herein stated and facilitator’s fees to be transferred into the beneficiaries’ accounts as follows:   * Buyer Mandate: **33.3333% = $,000,000,000** * Intermediary #1:**\_ % = $,000,000** * Intermediary #2:**\_ % = $,000,000** * Seller’s Intermediary #1:**\_ 16.6667 % = $,000,000** * Seller Mandate:  **33.3333% = $000,000,000**   **TERM & CONDITIONS**  This master fee protection agreement covers the initial contract and shall include any renewals, extensions, rollovers, additions, or any new or transfer contract which was originated from this transaction because of the above consultants and intermediaries or changes to the initial contract entered into between the BUYER and SELLER.  This master fee protection agreement and any subsequently issued pay orders shall be assignable, transferable and divisible and shall not be amended without the express written consent of the receiving beneficiary. All parties agree neither to circumvent nor to attempt to circumvent either for the transaction of this current contract or in the future for a period of one (1) year from the date of the execution of this fee protection agreement. This document binds all parties, their employees, associates, transferees, and assignees or designees.  All faxed and/or e-mailed signatures shall be considered as original signatures to bind all parties to this agreement. This document may be signed & in any number of counterparts all of which shall be taken together and shall constitute as being one & the same instrument.  Any party may enter into this document and the agreement constituted thereby by signing any counterpart any time, date or period mentioned in any provision of this document shall only be amended by agreement in writing and signed off by all parties concerned.  Furthermore, we agree that any and all facilitator’s fees due shall be paid to the beneficiary as a result of any extension or rolls of the contract and that we shall effect all necessary documentation with our bank without any undue delays to ensure such facilitator’s fees and paid within the terms of the agreement.  **PARTIAL INVALIDITY**  The illegality, invalidity, and non-enforceable provision of this document under the laws of any jurisdiction shall not affect its illegality, validity or enforceability under the law of any other jurisdiction or provision.  **GOVERNING LAW AND JURISDICTION**  This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the United States of America and the State of New York, NY, USA. The Parties agree that the sole venue for any lawsuit arising from this Agreement shall be in New York, NY, USA and the Parties waive any objection to jurisdiction or venue in any proceeding before said court.  **ARBITRATION**  All parties agree to refer any disputes between the parties arising out of or in connection with this agreement including any questions regarding its existence, validity, or termination to arbitration rules of the International Arbitration Center (I.A.C). The appointed arbitrator shall hold the proceedings in any country chosen by the parties and the rules of the IAC shall apply.  This document signed and accepted by parties named below, is to be included in the main contract for the purchase of the Commodity. |
| **“Accepted and agreed without change (Electronic signature is valid and accepted as hand signature)”**  **EDT (ELECTRONIC document transmissions)**   1. **EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall Incorporate U.S. Public Law 106-229, ‘‘Electronic Signatures in Global & National Commerce Act’’ or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001).** 2. **ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).** 3. **EDT documents shall be subject to European Community Directive No. 95/46/EEC, as applicable. Either Party may request a 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 performing their respective obligations and duties under EDT instruments.** | |
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| **Agreed and accepted by** | | | |
| **THE BUYER** | | | |
| **NAME** |  | **ACCEPTED BY US WITH BELOW BANK DETAILS** | |
| **DESIGNATION** |  | **Account Name** |  |
| **COMPANY NAME** |  | **Account #** |  |
| **FEIN** |  | **Bank Name** |  |
| **PERSONAL OR COMPANY ADDRESS** |  | **Bank Address** |  |
| **PASSPORT NO** |  | **Swift Code** |  |
| **NATIONALITY** |  | **Correspondent Bank** |  |
| **MOBILE #** |  | **Correspondent Bank Account #** |  |
| **TELEPHONE #** |  | **Swift Code of Correspondent Bank** |  |
| **EMAIL ADDRESS** |  | **CHIPS ABA /**  **FED ABA** |  |
| **Signature**  **&**  **Company Seal** |  |  | |
| **Date Signed** |  |

**ALL BANK CHARGES SHOULD BE BORNE BY ACCOUNT BENEFICIARIES**

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| **BUYER MANDATE (33.3333%) = $,000,000** | | | |
| **NAME** |  | **CONSULTING FEES (WITH ROLLS+EXT)** | **33.3333% ($0,000,000)** |
| **DESIGNATION** |  | **BENEFICIARY NAMES** |  |
| **COMPANY NAME** | **.** | **BANK NAME** |  |
| **FEIN** |  | **ACCOUNT NAME** |  |
| **PERSONAL OR COMPANY ADDRESS** |  | **BANK ADDRESS** |  |
| **PASSPORT NO** |  | **ACCOUNT #** |  |
| **NATIONALITY** |  | **SWIFT CODE** |  |
| **MOBILE #** |  | **ROUTING #** |  |
| **TELEPHONE #** |  | **BANK TEL** |  |
| **EMAIL ADDRESS** |  | **BANK OFFICER** |  |
| **SIGNATURE AND SEAL** |  |  | |
| **DATE SIGNED** |  |
| **SPECIAL INSTRUCTIONS** | **Pre-advice must be sent via message prior to wire transfer and email notification immediately upon each tranche transfer payment together with the transaction code(s) to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for legal verification and documentation pursuant to patriot act/banking regulations with one contract copy to be filed/lodged with bank. In mediate credit – same day value / instant cash upon receipt; remitter is known to us.** | | |
| **REQUIRED MESSAGE** | **The S.W.I.F.T. or clear stream text message covering all remittances shall clearly state the following:**  **“Funds are clean and clear, lien free and unencumbered funds, earned as compensation from intermediation services and financial consulting fees on commercial enterprises of non-criminal and non-terrorist origins, and are payable in cash immediately upon receipt by beneficiary’s bank.”** | | |
| **NOTE** | **BENEFICIARY CAN CHANGE ANY TIME HIS PROVIDED BANK ACCOUNT ON THIS IMPFA AGREEMENT AND INFORM IT TO SELLER DIRECTLY WITH ADDITIONAL LETTER FIVE (5) DAYS IN ADVANCE.** | | |

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| **Intermediary #1 (%) - $ ,000,000 - CLOSED** | | | |
| **NAME** |  | **CONSULTING FEES (WITH ROLLS+EXT)** |  |
| **DESIGNATION** |  | **BENEFICIARY NAMES** |  |
| **COMPANY NAME** |  | **BANK NAME** |  |
| **FEIN** |  | **ACCOUNT NAME** |  |
| **PERSONAL OR COMPANY ADDRESS** |  | **BANK ADDRESS** |  |
| **PASSPORT NO** |  | **ACCOUNT #** |  |
| **NATIONALITY** |  | **SWIFT CODE** |  |
| **MOBILE #** |  | **ROUTING #** |  |
| **TELEPHONE #** |  | **BANK TEL** |  |
| **EMAIL ADDRESS** |  | **BANK OFFICER** |  |
| **SIGNATURE AND SEAL** |  |  | |
| **DATE SIGNED** |  |
| **SPECIAL INSTRUCTIONS** | **Pre-advice must be sent via message prior to wire transfer and email notification immediately upon each tranche transfer payment together with the transaction code(s) to:**  **for legal verification and documentation pursuant to patriot act/banking regulations with one contract copy to be filed/lodged with bank. In mediate credit – same day value / instant cash upon receipt; remitter is known to us.** | | |
| **REQUIRED MESSAGE** | **The S.W.I.F.T. or clear stream text message covering all remittances shall clearly state the following:**  **“Funds are clean and clear, lien free and unencumbered funds, earned as compensation from intermediation services and financial consulting fees on commercial enterprises of non-criminal and non-terrorist origins, and are payable in cash immediately upon receipt by beneficiary’s bank.”** | | |
| **NOTE** | **BENEFICIARY CAN CHANGE ANY TIME HIS PROVIDED BANK ACCOUNT ON THIS IMPFA AGREEMENT AND INFORM IT TO BUYER DIRECTLY WITH ADDITIONAL LETTER FIVE (5) DAYS IN ADVANCE.** | | |

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| **Intermediary #2 ( %) - $,000,000 -** | | | |
| **NAME** |  | **CONSULTING FEES (WITH ROLLS+EXT)** |  |
| **DESIGNATION** |  | **BENEFICIARY NAMES** |  |
| **COMPANY NAME** |  | **BANK NAME** |  |
| **FEIN** |  | **ACCOUNT NAME** |  |
| **PERSONAL OR COMPANY ADDRESS** |  | **BANK ADDRESS** |  |
| **PASSPORT NO** |  | **ACCOUNT #** |  |
| **NATIONALITY** |  | **SWIFT CODE** |  |
| **MOBILE #** |  | **ROUTING #** |  |
| **TELEPHONE #** |  | **BANK TEL** |  |
| **EMAIL ADDRESS** |  | **BANK OFFICER** |  |
| **SIGNATURE AND SEAL** |  |  | |
| **DATE SIGNED** |  |
| **SPECIAL INSTRUCTIONS** | **Pre-advice must be sent via message prior to wire transfer and email notification immediately upon each tranche transfer payment together with the transaction code(s) to: ; and for legal verification and documentation pursuant to patriot act/banking regulations with one contract copy to be filed/lodged with bank. In mediate credit – same day value / instant cash upon receipt; remitter is known to us.** | | |
| **REQUIRED MESSAGE** | **The S.W.I.F.T. or clear stream text message covering all remittances shall clearly state the following:**  **“Funds are clean and clear, lien free and unencumbered funds, earned as compensation from intermediation services and financial consulting fees on commercial enterprises of non-criminal and non-terrorist origins, and are payable in cash immediately upon receipt by beneficiary’s bank.”** | | |
| **NOTE** | **BENEFICIARY CAN CHANGE ANY TIME HIS PROVIDED BANK ACCOUNT ON THIS IMPFA AGREEMENT AND INFORM IT TO BUYER DIRECTLY WITH ADDITIONAL LETTER FIVE (5) DAYS IN ADVANCE.** | | |

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| **Intermediary #3 ( 0000%) - $00,000,000** | | | |
| **NAME** |  | **CONSULTING FEES (WITH ROLLS+EXT)** |  |
| **DESIGNATION** |  | **BENEFICIARY NAMES** |  |
| **COMPANY NAME** |  | **BANK NAME** |  |
| **FEIN** |  | **ACCOUNT NAME** |  |
| **PERSONAL OR COMPANY ADDRESS** |  | **BANK ADDRESS** |  |
| **PASSPORT NO** |  | **ACCOUNT #** |  |
| **NATIONALITY** |  | **SWIFT CODE** |  |
| **MOBILE #** |  | **ROUTING #** |  |
| **TELEPHONE #** |  | **BANK TEL** |  |
| **EMAIL ADDRESS** |  | **BANK OFFICER** |  |
| **SIGNATURE AND SEAL** |  |  | |
| **DATE SIGNED** |  |
| **SPECIAL INSTRUCTIONS** | **Pre-advice must be sent via message prior to wire transfer and email notification immediately upon each tranche transfer payment together with the transaction code(s) to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for legal verification and documentation pursuant to patriot act/banking regulations with one contract copy to be filed/lodged with bank. In mediate credit – same day value / instant cash upon receipt; remitter is known to us.** | | |
| **REQUIRED MESSAGE** | **The S.W.I.F.T. or clear stream text message covering all remittances shall clearly state the following:**  **“Funds are clean and clear, lien free and unencumbered funds, earned as compensation from intermediation services and financial consulting fees on commercial enterprises of non-criminal and non-terrorist origins, and are payable in cash immediately upon receipt by beneficiary’s bank.”** | | |
| **NOTE** | **BENEFICIARY CAN CHANGE ANY TIME HIS PROVIDED BANK ACCOUNT ON THIS IMPFA AGREEMENT AND INFORM IT TO BUYER DIRECTLY WITH ADDITIONAL LETTER FIVE (5) DAYS IN ADVANCE.** | | |

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| **SELLER MANDATE (33.3333%) - $,000,000 CLOSED** | | | |
| **NAME** |  | **CONSULTING FEES (WITH ROLLS+EXT)** |  |
| **DESIGNATION** |  | **BENEFICIARY NAMES** |  |
| **COMPANY NAME** |  | **BANK NAME** |  |
| **FEIN** |  | **ACCOUNT NAME** |  |
| **PERSONAL OR COMPANY ADDRESS** |  | **BANK ADDRESS** |  |
| **PASSPORT NO** |  | **ACCOUNT #** |  |
| **NATIONALITY** |  | **SWIFT CODE** |  |
| **MOBILE #** |  | **ROUTING #** |  |
| **TELEPHONE #** |  | **BANK TEL** |  |
| **EMAIL ADDRESS** |  | **BANK OFFICER** |  |
| **SIGNATURE AND SEAL** |  |  | |
| **DATE SIGNED** |  |
| **SPECIAL INSTRUCTIONS** | **Pre-advice must be sent via message prior to wire transfer and email notification immediately upon each tranche transfer payment together with the transaction code(s) to:**  **for legal verification and documentation pursuant to patriot act/banking regulations with one contract copy to be filed/lodged with bank. In mediate credit – same day value / instant cash upon receipt; remitter is known to us.** | | |
| **REQUIRED MESSAGE** | **The S.W.I.F.T. or clear stream text message covering all remittances shall clearly state the following:**  **“Funds are clean and clear, lien free and unencumbered funds, earned as compensation from intermediation services and financial consulting fees on commercial enterprises of non-criminal and non-terrorist origins, and are payable in cash immediately upon receipt by beneficiary’s bank.”** | | |
| **NOTE** | **BENEFICIARY CAN CHANGE ANY TIME HIS PROVIDED BANK ACCOUNT ON THIS IMPFA AGREEMENT AND INFORM IT TO BUYER DIRECTLY WITH ADDITIONAL LETTER FIVE (5) DAYS IN ADVANCE.** | | |

**Bank Endorsement**

This is to certify that the above irrevocable payment order has been Lodged AND WILL BE FULFILLED BY THE FOLLOWING BANK and will be executed in accordance with the instructions stipulated in this document.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**BUYER’S SIGNATURE**

**BANK OFFICE NAME :**

**TITLE :**

**PIN NUMBER :**

**BANK NAME :**

**BANK ADDRESS :**

**BANK TEL :**

**TODAY’S DATE :**

**[SEAL]**

**-[END OF DOCUMENT]-**

\* For entities not required to be registered in SAM, the Title Holder/Seller shall be authorized to validate the CAGE code using the CAGE code search feature at <https://cage.dla.mil> or by any other commercially reasonable methods.

**BUYER ATTESTATION FOR USE OF CAGE CODE**

**TO FACILITATE INSPECTION AND SALE/PURCHASE OF PPE PRODUCT**

The signatory(ies) below certify the following:

1. I am the statutory operator of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“CAGE Holder”) which has a CAGE code(s) that is fully authorized for use by the government of the United State of America.
2. The CAGE code is being funded via contract vehicle through the following department or agency of the government of the United States of America: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. The Contract Line Item Number (CLIN) associated with the contract funding the CAGE code for the purchase of PPE products is:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
4. The statutory limit of the CAGE code that CAGE Holder is permitted to use for the purchase of PPE products is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
5. The following is the information of the attorney for CAGE Holder in connection with the subject transaction:

Law Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State Bar: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State Bar No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. I certify that my attorney has agreed to attest to the validity of the CAGE code(s) in my possession which I will be using for the subject transaction (Transaction Reference No. \_\_\_\_\_).
2. I certify that I have the statutory right to submit purchase orders on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. The tax identification number for CAGE Holder is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
4. I acknowledge the governing law of construction for all documentation involved in the Transaction Reference No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, bearing purchase order number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, shall be the State of \_\_\_\_\_\_\_\_\_\_\_\_, United State of America.
5. I certify that paymaster for this transaction is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
6. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ have the statutory right to any re-orders for CAGE holder if authorized by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and attorney \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.



1. I certify that I have \_\_\_\_\_\_\_\_\_\_\_\_\_number of inspectors for the products that are to be purchased in the subject transaction. Those inspectors are listed as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ are the only individuals permitted at any time to accept my re-order of any product from the Seller in the instant sale at any time.

I certify under penalty of perjury pursuant to the laws of the United States of America that all representations set forth in this attestation are true and correct, that the CAGE codes are of a regular type and that three (3) versions of this original document must be notarized by my attorney of record and delivered to \_\_\_\_\_\_\_\_\_\_\_\_\_ before any transactions are completed. Furthermore, all non-disclosure/non-circumvention documents, IMFPAs and on-site non-disclosure documents must be completed before any transactions are completed.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AUTHORIZATION TO VERIFY CAGE CODE BY SELLER**

Monday, January 18, 2021

To: Whom it May Concern:

I, CAGE HOLDER NAME, the CAGE HOLDER TITLE of BUYER COMPANY NAME, am the authorized CAGE code holder and hereby fully authorize and grant permission to SELLER / APPROVED SUPPLY CHAIN COMPANY NAME to do the following:

* Verify the Buyer’s CAGE code by reviewing the entity’s registration in the System for Award Management (SAM)\*.
* Verify (Ping) only CAGE limit to complete transaction on behalf of my Government Client, NO LOCK/ NO HOLD will be placed.

I hereby expressly authorize the Title Holder/Seller to verify CAGE code as necessary as specified above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of CAGE HOLDER SIGNATOR) DATE



Dear Private 3M Seller,

Pursuant to our recently submitted confidential company documents including a Corporate Letter of Intent, Legal Letter of Attestation from our Law Firm, and Attestation from Buyer, we confirm in entirety that the XXX Units Order of Nitrile Gloves is current, genuine and should take priority upon other orders for an immediate closing as we are prepared with a fully funded cage code and ready to go directly to Attorney-to-Attorney communications. We confirm the exclusivity of our submission via \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, CEO – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, LLC working together on this transaction.

**Buyer’s name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Company:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Stamp:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Letter of Attestation of Buyer’s Funds and**

**Authorization for Company Appointment, to Verify & Transact**

December XX, 2020

To: 3M, Cranberry Global, Cardinal, Private Seller,

From: Gaia Synergy LLC

To Whom It May Concern

Re: type of product and amount (3-M Cardinal Gloves, 3M 1860 Masks, Cranberry Gloves)

I Attorneys name. attest under penalty of perjury, that I possess legal authorization to procure product and amount for Buyer’s name with funds located at Bank name.

I, the Attorney for Buyer’s name, hereby fully authorize and grant permission to 3CC Energy Pte. Ltd., the following:

Verify and transact CAGE limit to complete specific transaction regarding product and amount on behalf of Buyer’s name with funds located at Bank name.

Furthermore, my authorization extends to utilizing and authorizing Buyer’s name funds via Bank name Accounts provided by certified Buyer’s name vendors. I certify I have provided due diligence in assuring the company I represent is ready, willing, and able to procure product and amount a price of $XXX. We furthermore agree any and all compensation-commission to be split 50% Buyer’s name, Mandate, Intermediary and 50% 3CC Energy Pte. Ltd.

This agreement is valid for the duration of the procurement of product and amount at a price forementioned above.

Total amount that the Account at Bank name contains $XXX which is sufficient to cover the total amount of purchase.

This Authorization is only approved for this single transaction and Expires December XX 2020. (must have a minimum of 14 days to complete)

Certify that I’ve have gained admission to the Bar in the United States in the Commonwealth State of STATE Bar Registration Number: NUMBER and am in good standings.

Agree to authorize 3CC Energy Pte. Ltd. to run Cage Code numbers for this specific transaction.

The Buyer’s name, (the “BUYER”), as represented by CEO NAME, hereby authorizes and appoints the Firm: 3CC Energy Pte. Ltd., as represented by Rudolph Cabrera, and its approved associates and partners to negotiate, evaluate, source, secure ongoing Personal Protective Equipment (PPE) for our benefit, including but not limited to 3M N95 1860 Respirators, Cranberry, Cardinal Gloves, etc.

These deals would be specific to this transaction. This document is in effect in addition to the NCNDA signed amongst our parties. We furthermore agree any and all compensation-commission regarding this transaction to be split 50 at Buyer’s name, Mandate, Intermediary and 50% 3CC Energy Pte. Ltd. Mandate, Intermediary.

By assuming this appointment, 3CC Energy Pte. Ltd. acknowledges, understands, and agrees that the engagement in this capacity shall, at all times be discharged having regard to the best interests of Buyer’s name and exclusivity pursuant to the Buyer’s name direction as long as Buyer’s name Appointment and Authorization remains in effect.

On behalf of BUYER, I hereby confirm with full cooperation and responsibility that I am authorized and capable to enter into this agreement, and understand that as the authorized agent, I am able to sign this binding agreement.

**Sincerely,**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:  
BUYER Firm:   
Print Name:   
Print Title: CEO / President / Owner

­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:

Attorney/Lawyer:   
Print Name:   
Contact No.: +1-??????  
Email:

State, Bar #:

(Buyer’s Name and Address)

( Date)

RE: Letter of Attestation and End User Statement

To whom this may concern,

We can confirm and attest the Buyer is ready, willing and able to transact immediately and has the funds required to close the transaction for the purchase of \_\_\_\_\_\_ boxes of Cranberry Evolve brand of nitrile powder free gloves packaged in boxes of 300 gloves.

I hereby attest that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Buyer”) has sufficient and liquid funds to satisfy the purchase up to \_\_\_\_\_\_\_\_ boxes at a purchase price of $\_\_\_\_\_. Proof of Life, transfer arrangements, logistics, and other details to be included in the final Purchase Agreement. All commissions are included in the purchase price of $\_\_\_\_ per unit.

BUYER verifies that we are & shall remain compliant as directed within Executive Order 2020-10. Specifically purchasing products that fall within the definition of a healthcare & public health operation.

Payment terms to be facilitated by a major U.S. Bank, or direct attorney to attorney terms agreed upon by the parties.

The Seller’s attorney shall contact me directly to finalize details of this transaction.

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Attorney

Attorney Name

Legal Counsel Company Address

Phone

email