**BUYER DUE DILIGENCE SHEET AND ACKNOWLEDGEMENT**

The “**Buyer**” desires to purchase [Quantity] at up to USD $[Target Price] of 3M (the “**Transaction**”) from the “**Seller**”. The Seller and Financial Partner require certain information from the Buyer to verify its financial wherewithal and ability to complete the Transaction. Please complete the information below and execute the signature page, thereby verifying that the information is accurate, and the other representations and warranties set forth herein.

**BUYER BACKGROUND DUE DILIGENCE DATA SHEET**

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| **THE PURPOSE OF THIS DD SHEET IS TO FASTTRACK THE BUYER VETTING PROCESS**  **\*\*PLEASE NOTE: WE REQUIRE DETAILS OF THE EXIT BUYER. THIS IS THE ENTITY EXECUTING THE SPA AND OBTAINING TITLE TO THE GOODS\*\*** | |
| Buyer Name  Include Entity Structure IE Inc, LLC |  |
| Full Name of the Buyer Signatory |  |
| Buyer Signatory ID (attach copy)  (Driver’s License # and State  OR Passport #) |  |
| Full Business Address |  |
| Tax ID/Registration # |  |
| Nationality of the Signatory |  |
| State/Country of Buyer Organization & Year Formed (if applicable) |  |
| Phone/Fax |  |
| Cell |  |
| Email |  |
| Buyer’s Attorney’s Full Name and Title |  |
| Law Firm Name & Website |  |
| State/Country Bar Association Number |  |
| Practice Address |  |
| Attorney Phone Number |  |
| Attorney’s Email Address |  |
| Name of Bank |  |
| Bank Address |  |
| Account Name |  |
| Escrow Name: |  |
| Account Signatory |  |
| Account No. |  |
| S.W.I.F.T. Code |  |
| IBAN / Routing No. |  |
| Bank Officer |  |

**EXIT BUYER TEST: Please also answer the follow questions:**

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| --- |
| Are you the party issuing and asking for quote? |
| Answer: |
| Are you the party paying for the product? |
| Answer: |
| Is the paying party the SAME party receiving new title over the product when paid for? |
| Answer: |

**3M GLOBAL STANDARD SOP**

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| We must STRICTLY adhere to the SOP as following this procedure gives the transaction the highest chance of successfully closing. Please ensure that you understand and are able to complete the following procedure: | |
| **1** | **NCNDA & Buyer DD Sheet** |
| **2** | **RFQ (Request for Quote)** |
| **3** | **Invoice (From Wholesaler)** |
| **4** | **ICPO & Buyer’s Attorney LOA**  *LOA must contain “I declare under penalty of perjury that the foregoing is true and correct” and duly dated and executed.* |
| **5** | **POF**  \*Seller and its bank MUST know in advance WHO it is arranging payment vs. title settlement for all the compliance factors concerning KYC, AML, CFT, PEP and OCG matters.  \*Please note **price and availability are subject change** on OTG lots depending on demand. Price and quantity are locked in only **once Buyer is vetted and POF is verified.** |
|  | **(a)** **CASH BUYER:** Bank to Bank verification **MT199/799** (**BCL** on request)   * *Full details of the Buyer and the Buyer’s banking coordinates must be provided to our attorney before any transfer is made to the Seller’s bank, otherwise it may be rejected by the bank as we are unable to identify our payor to them.* * *For US based orders, funds must be* ***Stateside*** *and* ***transactional*** * *For International orders, funds must be from* ***Top 50 Banks*** *and* ***transactional*** * *SWIFT must reference the* ***transaction code*** *provided by Seller* |
|  | **(b)** **CAGE CODE BUYER:** **BID/Contract Award Number**   * *These identifiers are on PUBLIC RECORD and will be provided to our attorney, so there should be no confidentiality/security issues. We have the access to lookup the Buyer’s number and substantiate the Buyer’s financial capabilities* * *We* ***DO******NOT*** *accept DTC / DTCC / ID-ID / ID-IP / IP-IP transactions. Similarly, we do not entertain MTN, CD transactions* |
| **6** | **A2A: SPA/Escrow agreement, IMFPA** |
| **7** | **SGS/Inspection**  24-72 hours after receipt of SWIFT MT199/799 or BCL, as there will be verification/DD by three levels of attorneys. |
| **8** | **Escrow funding** |
| **9** | **Payment** |

**ACKNOWLEDGEMENT**

Buyer, hereby acknowledges, represents and warrants, to Seller and Financial Partner, under penalty of perjury, as follows:

1. All information provided by Buyer herein is, and all Materials provided by Buyer (collectively, the “**Buyer Information**”) shall be, accurate, complete and correct, and shall not contain any false or misleading information.
2. Seller may provide the Buyer Information to its Advisors engaged to verify the same, and Buyer hereby agrees that Seller and/or its Advisors may take any reasonable steps as they deem in their sole discretion, to verify the accuracy of the Materials and the financial wherewithal of Buyer, including, but not limited to, contacting any financial institutions and other third parties, and in connection therewith, Buyer shall promptly provide Seller or its Advisors with any authorizations or other documents required by such financial institutions to verify the Buyer Information.
3. Seller and its Advisors shall be entitled to rely on the accuracy of the Buyer Information and shall have no obligation to independently verify any of the Buyer Information, or to determine whether there have been any changes in any of the Buyer Information occurring after the date any of the same are provided to Seller; provided, however, if any material Buyer Information changes prior to the closing of the Transaction, Buyer shall promptly notify Seller in writing of any such changes.
4. Buyer and its affiliates, (i) are currently and have been at all times in full compliance with all Patriot Act Related Laws (defined below), and (ii) are not and have never been a person or other entity: (A) that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (B) owned or controlled by, or acting for or on behalf of, any Person that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (C) with whom a party is prohibited from dealing or otherwise engaging in any transaction by any anti-money laundering law; (D) who commits, threatens or conspires to commit or support “terrorism” as defined in the Executive Order; (E) that is named as a “specially designated national and blocked person” on the most current list published by the U.S. Department of the Treasury, Office of Foreign Assets Control, at its official website, http://www.ustreas.gov/offices/enforcement/ofac/ or at any replacement website or other replacement official publication of that list; or (F) who is an affiliate of a person or entity listed above. “Executive Order” means Executive Order No. 13224 – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001, as amended from time to time. “Patriot Act” means Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107 56). “Patriot Act Related Laws” means those laws, regulations, orders and sanctions, state and federal, criminal and civil, that (a) limit the use and/or seek the forfeiture of proceeds from illegal transactions, (b) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotic dealers or otherwise engaged in activities contrary to the interests of the U.S., (c) require identification and documentation of the parties with whom a financial institution conducts business, or (d) are designed to disrupt the flow of funds to terrorist organizations. For purposes of clarification, Patriot Act Related Laws shall be deemed to include the Executive Order, the Patriot Act, the Bank Secrecy Act (31 U.S.C. §§ 5311 et seq.), the International Emergency Economic Powers Act (50 U.S.C. §§ 1701 et seq.), the Trading with the Enemy Act (50 U.S.C. Appx. 1 et seq.), the Cuban Democracy Act (22 U.S.C.§§ 6001-10), the Cuban Liberty and Democratic Solidarity (LIBERTAD) Act (22 U.S.C. 6021-91), the Iraq Sanctions Act of 1990 (Pub. L. 101-513), the Terrorism Sanctions Regulations (31 C.F.R. Part 595), the Antiterrorism and Effective Death Penalty Act of 1996 (8 U.S.C. § 1189, 18 U.S.C. § 2332b and 18 U.S.C. § 2332d), the Terrorism List Governments Sanctions Regulations (31 C.F.R. Part 596), the Foreign Terrorist Organizations Sanctions Regulations (31 C.F.R. Part 597), the United Nations Participation Act (22 U.S.C. § 287c), and the International Security and Development Cooperation Act (22 U.S.C. §§ 2349 aa-9); each as amended, and the sanctions regulations promulgated pursuant to the foregoing by the Office of Foreign Assets Control of the U.S. Department of Treasury, as well as laws relating to prevention and detection of money laundering in Sections 1956 and 1957 of Title 18 of the U.S. Code, as amended.
5. The Buyer agrees to indemnify, defend and hold harmless the Seller, its Advisors, and their respective officers, directors, managers, employees, agents, contractors and affiliates (the “**Indemnified Parties**”), from and against all damages, losses, costs and expenses (including reasonable attorneys’ fees) which they may incur by reason of any breach of the representations and warranties made by Buyer herein, or in any document provided by Buyer to the Seller or the fact that any of such representations and warranties or acknowledgments and understandings set forth herein or therein are untrue or without adequate factual basis to be considered true and not misleading. In addition, the Indemnified Parties shall be entitled to collect any attorney’s fees incurred in connection with enforcing its rights under this Section 6.
6. The undersigned is a duly authorized representative of the Buyer and has the authority to execute this document on behalf of the Buyer.

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| ………………………………………………………….  Signature |
| Full Name: |
| Title: |
| Date: |
| Address: |
|  |
| Mandate Name: |
| Address: |
| Telephone/Cell: |
| Email: |