Network Scrap Metal Corporation
Samuel W Miller
Chairman of the Board

Voice:
Fax:

FINANCE CONTRACT

Contract Number: 1573758558

Dated: December 30, 2019

Seller: Network Scrap Metal Corporation
1000 North West Street, #1501
Wilmington, Delaware 19801 USA
Signatory: Corporate Officer
Sales: ###.###.####
Email: info@networkscrapmetal.com

Buyer: Sample Company
1234 Any Street
Any Country
Voice: 1234 123456789
Fax: 1234 123456789
Signatory: Corporate Officer
Email: any@gmail.com

I. OBJECT

§1.1 The Seller herewith sell and the Buyer herewith purchase in accordance with the specifications and quality described in this contract (hereinafter called "Goods").

§1.2 The Specification of the goods is provided in Appendix No. 2 hereto.

II. DELIVERY BASIS AND TERMS

§2.1 The Seller shall deliver the goods under delivery of conditions: CIP destination in accordance with INCOTERMS-2010.

§2.2 Loading Port: Shall be defined in the Delivery Schedule Appendix 3, or as designated by Seller.

§2.3 Country of Export: As per Delivery Schedule Appendix 3, or as designated by Seller and Country of Import to be designated by the Buyer.

§2.4 The named Ports of destination: for 30 (thirty) days prior to the beginning of shipment of each vessel, the Buyer will inform the Seller about port (ports) destination if different.

§2.5 Terms of Delivery are included in the Delivery Schedule in Appendix No.3 hereto.

III. QUANTITY OF GOODS

§3.1 The unit of measurement in this contract is metric tons of weight ("MTW"). Months are calendar months according to the Gregorian calendar.

§3.2 Quantity of each shipment is in MTW +/- 5% (plus or minus five percent) as per Delivery Schedule in Appendix 3.

§3.3 The total quantity of goods to be delivered +/- 5% (plus or minus five percent) is shown in the Delivery Schedule in Appendix 3.

§3.4 The goods will be delivered over 12 (Twelve) calendar months in accordance with Delivery Schedule in Appendix No.3 hereto.

§3.5 The quantity of goods will be confirmed on a certificate issued by an independent international survey company at Seller's expense. Other quantity inspections at the port of unloading shall be at the Buyer's expense.

§3.6 Weight for invoicing purposes shall be established by the actual net weight. Weight franchise of 0.5% (zero-point five percent) shall be allowed against Bill of Lading weight. In case short/overweight exceeds +/- 5% (plus or minus five percent) the Seller/Buyer shall compensate Buyer/Seller for the amount excluding the franchise on the basis of contracted price.

IV. QUALITY OF GOODS

§4.1 The goods shall conform to the specifications in Appendix No.2 hereto.

§4.2 The quality of the goods will be confirmed by a certificate issued by an independent international survey company at the sole designation of the Seller at the port of loading which shall be binding on both party's in all respects, including but not limited to the replacement of faulty goods paid by the Seller. Other quality inspections at the port of unloading shall be at the Buyer's expense.

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V. PRICE AND TOTAL AMOUNT OF CONTRACT

§5.1 The Buyer shall pay the Seller in United States Dollars "USD", costs of conversion from any other currency shall be borne by the Buyer.

§5.2 The price of goods is as follows:

Iron Ore-Mexico 64.5 is $ 100 (One Hundred) per MTW prior to unloading at 150,000 (One Hundred Fifty Thousand) MTW per month for 12 (Twelve) months.

§5.3 The monthly value of deliveries is $ 15,000,000 (Fifteen Million) +/- 5% (plus or minus five percent).

§5.4 The total amount of the contract is about $ 180,000,000 (One Hundred Eighty Million) +/- 5% (plus or minus five percent).

§5.5 The price of goods includes all costs incurred by Seller up to and including delivery basis Incoterms 2010 CIP at the destination port except where the contract specifically provides for a cost to be borne by the Buyer, port demurrage charges, tariffs, and export/import fees. The unit price is fixed and firm for any quantity not exceeding the maximum permitted under the contract either delivered or stored (if vessels are delayed by the Buyer's failure to unload in a timely manner) on or before expiry of the period stated in sub-clause §6.1, or such extended period as expressly provided in this contract or agreed by mutual written understanding.

§5.6 The price includes up to 30 (thirty) days storage and insurance of any consignment in the port of loading after payment is received.

VI. DELIVERY TERMS AND party's OBLIGATIONS

§6.1 The Seller shall deliver the total quantity of goods within 12 (Twelve) months period in accordance with the Delivery Schedule, Appendix No.3 hereto.

§6.2 The Seller shall start the delivery of the first consignment in accordance with the Procedure & Terms, Appendix No.1 hereto.

§6.3 All provisions included in the Delivery Schedule will be observed by both Buyer and Seller and breaches in the provisions will be subject to penalties as per provisions under clauses §11.0 and §12.0 herein.

§6.4 The parties may agree upon the extension of the delivery period. On this event, the Party responsible for the delays (Seller in delivery or Buyer in unloading) will have to bear the costs as well as the costs of storage in the Port of Loading.

§6.5 Should the Buyer delay the vessels for loading according to provisions in the delivery schedule or as per sub-clause §8.3 below, the Seller is entitled to store the goods in the port warehouse and get a Warehouse Receipt (WR) to use as cashing document instead of Bill of Lading which must be reflected in the Letter of Credit.

VII. DELIVERY ACCEPTANCE OF GOODS

§7.1 Under the condition of delivery CIP, the Seller and Buyer are obligated to pay charges, however, risk of loss or damage of the goods and any additional charges arising after the transfer of the goods over the hand-rail of a vessel in the port of loading shall pass from Seller to the Buyer only if the Buyer is providing supplemental insurance.

§7.2 Title for the goods will pass from Seller to the Buyer upon clearance of funds into the Seller's account by means of Clean On-Board Ocean Bill of Lading marked "Negotiable" and risk if subject to clause §7.1

§7.3 The quality and quantity of goods stated in the Bill of Lading, and or warehouse Receipt (where permitted) shall be conclusive evidence of the quality and quantity of goods delivered.

§7.4 No claim(s) against quality or quantity received 30 (thirty) days following receipt of the quality or quantity report as appropriate will be taken into consideration or actionable.

VIII. PAYMENT TERMS AND CONDITIONS

§8.1 The Buyer is applying for Credit from the Seller and shall comply with any and all requests for information as required to determine the credit worthiness of the Buyer, and if required post security or collateral of the investment set by the Seller or his designee for the benefit of the Seller for the full contract amount of $ 180,000,000 (One Hundred Eighty Million) +/- 5% (plus or minus five percent) including an interest rate of 7 % per annum as deemed solely by the Seller.

§8.2 Payment for each consignment in favor of the Seller in the approximate amount of $ 15,000,000 (Fifteen Million) shall be affected 100% (one hundred percent) immediately at sight upon commercial invoice only.

§8.3 Should a Letter of Credit payment guarantee be required by the Seller or his designee, then Letter of Credit which shall be issued to the Seller shown in Appendix 4. All payments and guarantees in accordance with the terms provided hereto shall immediately transfer directly to the Seller's designated account at sight and not upon acceptance terms. Any Letter of Credit must be issued on or before January 09,2020 otherwise a breech thereof will be declared and subject to payment by wire transfer only converting his account to cash basis only.

§8.4 The first payment shall be issued in the amount of $ 15,000,000 (Fifteen Million), or as stipulated by mutually signed addendum by both party's related to quantity and price on the first shipment.

§8.5 Additional payments are made as shown in Appendix No.4 hereto and shall be subject to approval by the Seller as a condition of the Buyer's compliance with the present contract.

§8.6 In the event that the Buyer fails to make payment in compliance with clause §8.2, then payment for the full contract value shall be made 100% (one hundred percent) at sight of demand upon the Buyer without protest as a contract breech.

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§8.7 The Seller will send all documents for each consignment to the Buyer's Designated Representative within 21 (twenty one) banking days from the Bill of Lading Date by courier or electronic means provided that the Buyer's Bank does not require the documents for cashing the Letter of Credit, in which case the Buyer's Bank shall assume any and all liability for the shipping documents and Buyer agrees to hold the Seller harmless with absolute immunity as this is an extra set of shipping documents to claim the goods onboard.

§8.8 For the proper performance of the contract and counter guarantee of the Buyer's clean and clear funds, Seller's attached Corporate Performance Bond in the amount of $ 15,000,000 (Fifteen Million) with a validity of 12 (Twelve) + 3 (three) months in case of delays shall become active. The Performance Bond will be the acting instrument immediately from date of reception of the first payment received from the Buyer's bank at which time a Bank or Insurance Bond will replace the Corporate Performance Bond.

§8.9 Should the Buyer delay the vessel for loading of the Goods per delivery schedule or submitted notification date or within 7 (seven) calendar days following the scheduled date, the Seller is entitled to store the goods in the port at the Buyer's expense and risk and receive a Warehouse Receipt that can be used instead of the Bill of Lading.

§8.10 All bank charges related to the issuance of a letter of credit, bank guarantee and/or wire transfer are for the Buyer's account and all those related to the issuance of the Performance Bond are on the Seller's Account. Bank charges related to the negotiation of either document is for the respective Beneficiary accounts if the Buyer places a Documentary Collection Fee otherwise all bank charges are borne by the Buyer.

§8.11 Any extension of the validity of either document will be borne by the side in fault from their extension.

§8.12 Spelling and typographical errors and differences of such nature between Bank issued and Beneficiary issued documents shall not be deemed discrepancies provided that the intent of the writer is clear from the context and in such case only UCP600 regulations shall apply at any time which shall be noted on the Letter of Credit.

IX. DOCUMENTS PROVIDED UPON CLEAN AND CLEAR FUNDS

§9.1 The Seller shall provide with each consignment a Clean On-Board Negotiable Ocean Bill of Lading signed by an authorized representative of Seller's designated shipping company, signed by the Master or agent and showing vessels stamp and showing "CLEAN ON BOARD", following masters remark are acceptable but not necessary: Wet before shipment: Loaded from open area.

§9.2 Commercial invoice issued by Seller showing Contract Number, description of goods, pieces of bundles of goods, unit price, total amount, gross/net weights of the goods.

§9.3 Quality certificate issued by SGS or other qualified inspection agency solely designed by the Seller: showing the quality and all required by chemical structure as shown in Appendix No.2 hereto of the goods according to the present content: 3 originals and 3 original copies.

§9.4 Quantity assay issued by SGS or other qualified inspection agency solely designated by the Seller, showing the quantity of the goods loaded on board vessel.

X. ADDITIONAL DOCUMENTS PROVIDED AFTER PAYMENT

§10.1 Original certificate of origin if available.

§10.2 Masters notice provided by the shipper, showing description of goods, name of vessel, B/L No. Gross/Net weights of the goods, and estimated time of arrival.

XI. FORCE MAJEURE AND INDEMNIFICATION

§11.1 Both sides in this contract will be exonerated from their obligation in case of force majeure event.

§11.2 Force majeure is understood as per provisions under ICC600 and means any event such as fire, explosions, hurricanes, floods, earthquakes and similar natural calamities, wars, epidemics, military operations, terrorism, riots, revolts, strikes, industrial unrest, government embargoes, or other unforeseeable actions occurring after the conclusion of this contract and outside the sides reasonable control and which cannot be avoided by the reasonable diligence that could delay or prevent the performance of either sides obligations in this contract.

§11.3 The party to this contract whose performance of this contract is prevented by a Force Majeure event must notify the other party within 7 (seven) days of the effective date of occurrence, which notice is to be confirmed by a certificate issued by the local chamber of commerce and Industry, including particulars of the event and expected duration. Failure to submit such a notification will prevent the party's exoneration from contractual obligations under Force Majeure event makes such notice impossible.

§11.4 The performance of either party's obligations will be in such a case postponed with the period of the existence of the Force Majeure event plus a reasonable period to remobilizing production and shipping. No penalty shall be payable for the duration of this delay.

§11.5 Should the delay caused by a Force Majeure event last for more than 1 (one) month the sides will attempt to agree measures to allow contract to continue. Should such an agreement not be reached within 30 (thirty) days from the date of certified Force Majeure event, the sides are entitled to terminate the contract.

§11.6 The Force Majeure event does not exonerate the Buyer from paying for the goods already delivered under documents in section 9 Bill of Lading.

§11.7 The Buyer agrees to grant absolute immunity to the Seller, the Seller's designated bank, the designated shipping company for any alteration of documents once custody of aforesaid documents leaves the custody of the Seller, and further agrees to pay the Seller without delay any sums due as if said documents were not altered.

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XII. Seller LIABILITY

§12.1 Goods shall be considered in "full quantity" if within tolerance provided under sub-clause 3.1 and as per delivery schedule. "Date of delivery" shall be the date on the Bill of Lading.

§12.2 If Seller fails to deliver full quantity or quality of any consignment, only with the confirmation from the Buyer, he has the right to make it complete with the next two consignments.

§12.3 Failure to deliver full quantity within extended period will entail penalties at the rate of 0.3% (point three percent) pro rata temporize of the value of the undelivered goods. The total value of the penalties cannot exceed 5% (five percent) of the value of the undelivered goods at which time full breech is declared automatically.

§12.4 Should the Buyer decide, at any time during the monthly period of delivery, to take only a partial delivery rather than wait for the full quantity (if the quantity is not already available in port and ready for loading) then the Seller will not be liable for liquidated damages.

§12.5 Any sums for which the Seller is liable as penalties for which no provision has been made in this contract are paid by the Seller's Performance Bond against an invoice issued by the Buyer via bank transfer within a maximum of 10 (ten) banking days from the date the invoice is received by the Seller.

XIII. Buyer LIABILITY

§13.1 Any sums which the Buyer are liable as penalties for which no provisions are made in this contract are made against invoice issued by Seller and by bank transfer within maximum 10(ten) banking days as for the submitted invoice date.

§13.2 "Scheduled date of Arrival" means date when the vessel should be alongside quay and available to take delivery of the Goods as per both Seller and Buyer mutual notifications and provisions in Appendix No.3 hereto.

§13.3 Should the vessel not arrive within 15 (fifteen) calendar days as from scheduled/notified date as a result of delays by the Buyer at the unload port, the Buyer will pay the Seller penalties at the daily rate of 0.3% (point three percent) pro rata temporize of the value of undelivered goods but the total amount should not exceed 5% (five percent) of their value.

§13.4 Should the vessel not arrive for loading within before stated period as a result of the Buyer at the unload port, and the goods be stored in the port Warehouse the Buyer will be responsible for the payment to the port authorities at the following rates per day over the permitted 30 days:

§13.4(a) 31-60 (thirty-one to sixty) days $ 1.00 USD/day/MTW (One United States Dollar per day per MTW)

§13.4(b) 61-75 (sixty-one to seventy-five) days $ 1.50 USD/day/MTW (One United States Dollar and Fifty Cents per day per MTW)

§13.4(c) 76-90 (seventy-six to ninety) days $ 2.50 USD/day/MTW (Two United States Dollars and Fifty Cents per day per MTW)

§13.4(d) Over 90 (ninety) days is not allowed to keep the goods and the port is entitled to sell the goods to cover losses. These details are to be settled between the Buyer and the Port Authorities.

§13.5 The payments of the storage costs in port have no connection with the payment penalties which are paid separately to the Seller.

§13.6 To make payment in target dates for each consignment shall be performed within 3 (three) banking days after receipt by the advising bank of all documents required under clause 9 subject to ICC600.

§13.7 The Buyer undertakes and guarantees that the payment within 5 (five) banking days will send to Seller confirmation about the transfer of funds under the terms of this contract in the favor of the Seller subject to ICC600.

XIV. LAW AND ARBITRATION

§14.1 The contract is subject to United States Law; ICC rules are to be observed under existing CIGS guidelines and UCC Law will override ICC if in conflict.

§14.2 The Seller and Buyer will try to settle all disputes amicably. Either party may serve notice on the other requiring any dispute to be settled within 30 (thirty) days after such notice and, if not settled to refer it to arbitration in accordance with this contract unless breech of payment occurs by the Buyer within the terms and conditions of this contract.

§14.3 The arbitration will be heard by one or more arbitrators appointed mutual agreement of the party's and in accordance with the Rules and the Arbitration Act 1996. The seat of arbitration shall be United States of America. The award shall be enforceable in any country, and a Letter Rogatory shall be deemed accepted without contest or protest.

§14.4 Should payment not be received when scheduled under this contract and Seller declare breach of contract then Summary Judgment under the Laws of the United States of America shall apply and be deemed automatic for the full contract value and damages claimed therein under UCC law with the authority therein to recover those costs in any country.

XV. CONTRACT TERMINATION

§15.1 Either party may terminate the contract should the other side refuse performance of a substantive obligation unless the initial payment is not posted by the Buyer, but excluding refusal cause by a Force Majeure event.

§15.2 Notification of termination is to occur within 30 (thirty) calendar days following non-performance of contractual obligations.

§15.3 No termination is permitted should any of the sides excuse their obligations within the stated 30 (thirty) days from the notification date.

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XVI. ASSIGNMENT

§16.1 Any of the sides is allowed to assign the contract or payment instrument in order to secure the performance of its obligations and shall assume all obligations and benefits of the contract.

§16.2 Assignment is permitted under mandate issued by the Seller.

XVII. GENERAL PROVISIONS

§17.1 Amendments to the present contract shall be valid only if agreed in writing and signed by duly authorized representatives of both sides.

§17.2 Correspondence in the course of the ordinary administration of the contract such as but not limited to notification of anticipated delivery dates might be sent by fax, any electronic means or mail. Notices of suspension, termination or to invoke arbitration shall be sent as an advance fax with an original by courier service and shall be deemed delivered on the evidenced date of the facsimile.

§17.3 The language of the contract and the correspondence, notices, invoices, certificates, Bills of Lading shall be English.

§17.4 The contract comprises the present documents, Appendices and Addendums.

§17.5 This contract overrides all prior negotiations, representations and agreements and it is the sole agreement between the sides for the sale and purchase of the goods.

§17.6 The liability towards the other party is limited to penalties, charges, damages and remedies expressly stated in this contract. Neither side shall raise any claim on the other for losses of use, profit or contracts, indirect and consequential loss arising under the law of contract or tort including negligence and breach of duty.

§17.7 The Buyer acknowledges that the Seller is an American Corporation who has collateral business agreements with other countries in the performance of this contract including, the quantity and quality of the rate of delivery of goods, the shipment methods deployed in the performance of the contract, the financial exchange of the terms within the contract and subject to the laws of those countries at all times.

XVIII. EFFECTIVE DATE

§18.1 This contract shall come into effect when the Buyer and Seller have both initialed and signed the present document and its appendices.

XIX. CONFIDENTIALITY AGREEMENT

§19.1 Seller and Buyer shall treat information provided by the other party on a strictly private and confidential basis. Seller and Buyer shall take all necessary steps to prevent the others confidential information from being misused or disclosed or made public to any third party except as needed to successfully complete the Contract or to avoid conflicting claims (and except as may be required in accordance with the applicable law).

§19.2 Buyer shall not use the confidential information provided the Seller in such a way as to:

§19.2(a) Circumvent the Seller in the commercial dealings with any and all suppliers under the contract, or

§19.2(b) Knowingly do anything to cause the Seller to lose any fees or commissions that are due or may become due under the Seller agreement with the suppliers under the Contract, if any, or

§19.2(c) Do anything to circumvent the Seller in such a way as to put Seller at a commercial disadvantage with the suppliers or countries under this Contract.

§19.3 Seller shall not use the confidential information provided by Buyer in such a way as to:

§19.3(a) Circumvent Buyer in the commercial dealings with the Consignee if introduced by the Buyer, or

§19.3(b) Knowingly do anything to cause Buyer to lose any fees or commissions if due or may become due under the present Contract and additional appendices, or

§19.3(c) Do anything to circumvent Buyer in such a way as to put Buyer at a commercial disadvantage with a consignee if existing,

§19.4 Seller and Buyer shall keep each other fully informed about the progress of all current and future contract negotiations and about the performance of the contract.

§19.5 The obligation of confidentiality of the parties shall remain in force for a period of 5 (five) years from the date hereof.

§19.6 Any breach of these provisions will entail payment of damages to the other party.

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XX. NON-CIRCUMVENTION AGREEMENT

§20.1 The parties shall not in any manner whatsoever solicit nor accept business from sources or their affiliates that are made available by the other party to this agreement, at any time, without the prior written permission of the Party which made the source available.

§20.2 The parties shall maintain complete confidentiality regarding business sources or their identities and shall disclose such only to named party's pursuant to express written permission of the Party that made the source available.

§20.3 The parties shall not in any way whatsoever circumvent or attempt to circumvent each other or any Party involved in any of the transactions the parties are desiring or entering into and to the best of their ability and assure each other that the original transaction codes established will not be altered or changed.

§20.4 The parties recognize the contract to be an exclusive and valuable contract of the respective Party and they shall not enter into direct negotiations with such contracts revealed by the other party.

§20.5 Neither Party shall avoid payment of due fees, commissions and other remuneration in any way whatsoever.

§20.6 In the event of circumvention by any party whether directly or indirectly, the circumvented Party shall be entitled to legal monetary penalty as damages, equal to the maximum amount is should make from such transaction and any and all expenses including but not limited to legal fees that would be involved in the recovery of said damages. The circumventing Party renounces to any right that he may have to claim a reduction of this amount.

§20.7 All considerations, benefits and commissions received as a result of the contraction of the party's relating to any of the transactions will be allocated as mutually agreed to.

§20.8 Buyer irrevocably binds itself to provide any and all documentation requested by Seller, immediately and without delay, in connection with the sale/purchase of the aforementioned goods.

§20.9 Seller irrevocably binds itself to provide any and all documentation requested by Buyer, immediately and without delay, in connection with the sale/purchase of the aforementioned goods.

XXI. ON-SITE INSPECTION

§21.1 Access for goods Inspections sought by the Buyer or representatives under this contract shall be granted only after the posting of the operative PAYMENT TYPE and ANY Documentary Collection Fees in favor of the Seller as per clause 8 and 20 above.

§21.2 The Seller shall on Buyer's request within ten (10) days after receipt of the PAYMENT TYPE and ANY Documentary Collection Fees, cause an invitation letter to be sent to the Buyer for the Buyer's representative to visit the appropriate facility to verify the availability of the goods or its quality.

§21.3 The Buyer acknowledges that Clause 21 in its entirety is subject to successful security clearance by the hosting country, its agencies that apply thereto and facility security clearance.

§21.4 The Buyer shall hold the Seller harmless for the failure of the Buyer to provide a representative that cannot obtain appropriate security clearance and clause 21 in its entirety shall not become a condition of payment.

§21.5 The Buyer shall perform the on-site inspection at their own cost and risk holding the Seller harmless for any act or action as a result thereof.

XXII. FINANCIAL MANAGEMENT

§22.1 The Seller's designated "Escrow Agent" will be providing escrow for all funds in regards to this contract.

§22.2 The Buyer shall hold the Seller's designated "Escrow Agent" harmless and grants absolute immunity for execution of the escrow established in support of the contract.

§22.3 The Buyer agrees and understands that the Seller's designated Escrow Agents are forbidden from disclosure related to this contract to any party for any reason, and that OFAC compliance will be adhered to.

XXIII. CREDIT APPLICATION

§23.1 The Buyer is required to provide full banking information and authorizes the Seller or his designee for full disclosure.

§23.2 The Buyer shall provide (3) three current trade references that have open accounts on their letter head authorizing the Seller to contact for verification.

§23.3 The Buyer agrees and understands that the Seller is not obligated to provide credit and can solely at the Seller's discretion terminate credit for any reason.

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The ICC 2007 revision, publication 600 shall apply to this contract as well as INCOTERMS-2010 and/or their latest revision as published by the International Chamber of Commerce.
BY SIGNING BELOW THE party's HEREBY ENTER INTO THIS AGREEMENT PROVIDED THAT THE ACCEPTANCE EXPIRATION DATE HAS NOT PASSED PRIOR TO SIGNATURE.

Seller	Buyer
Network Scrap Metal Corporation	**Sample Company**
Signature/Seal	Signature/Seal
Corporate Officer	Corporate Officer
Dated:December 30, 2019	Dated:

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APPENDIX No. 1
PROCEDURE AND TERMS

1. The Buyer must provide all information within the contract that has been left blank, and replace the words "Bank" with the name of their Bank if different than recorded.

2. Must sign the contract and send to the Seller for signature. The Seller will sign originals of the contract and will send back to the Buyer via email.

3. The Buyer\'s Bank will wire transfer the Loan Origination fee if required by Seller or his designee and notify the Seller of its issuance in his favor on or before January 09,2020 if the Buyer does not assume any and all collection costs.

4. After reception by Seller of the Buyer's financial instrument and verification that the terms on that payment guarantee matches the contract terms, the Corporate Performance Bond automatically become operative upon clean and clear funds paid by and through that financial instrument.

5. The First shipment will commence no later than 30 (thirty) days from date of receipt of the financial instrument directly to the Seller. The remaining consignments will be shipped in each 30 (thirty) day periods as defined in Appendix 3.

6. Payment for each consignment shall be performed within 3 (three) banking days of the due date or sooner subject to ICC600.

7. Upon clearance of funds, disbursement of funds received at the bank of the Seller to pay commissions, shipping fees and yard fees shall occur under Seller's mandate

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APPENDIX No. 2
SPECIFICATIONS

The Seller guarantee to the Buyer that the Goods delivered under the present Contract will correspond to the characteristics shown below:

Description: Iron Ore-Mexico 64.5 - Fe 64.5%
SiO2 1.9% max
TiO2 0.0022% max
Al2O3 0.06% max
MnO 0.011% max
MgO 0.365% max
Na2O 0.025% max
K2O 0.01% max
P2O5 0.04% max
P 0.0011% max
S 0.001% max
CaO 0.085% Max
Free Moisture Loss @ 105c 8% max
Size <10mm

Certification Process: The requirements of ISO Guide 31, ISO Guide 34, ISO Guide 35, and ASTM Standard Guides E 1724 and E 1831 were followed for the preparation of this reference material and certificate of analysis. This is a reference material as defined by ISO Guide 30.

Analysis: Material for chemical analyses are sampled from bulk after mixing. The laboratories participating in the testing normally followed the requirements of ISO Guide 25. The individual values listed above are the average of each analysts results. Methods of analysis used were a combination of ASTM Standard Method E 508, E 738, E 841, E 878, E 1028, and E 1070 plus additional ICP-AES, ICP-MS, and AA spectrometric methods.

References:
ASTM documents available from ASTM, 100 Barr Harbor Drive, West Conshohocken, PA 19428-2959,
Telephone: 610-832-9500 Fax: 610-832-9555 e-mail: service@astm.org Website: www.astm.org
E 508 - 93 Standard Test Method for Calcium and Magnesium in Iron Ores by Atomic Absorption Spectrometry
E 738 -95a Standard Test Method for Determination of Aluminum in Iron Ores and Related Materials by Complexometric Titration
E 841 -94 Standard Test Method for Coper in Iron Ores and Related Materials by Atomic Absorption Spectroscopy
E 878 - 96 Standard Test Method for Determinaiton of Titanium in Iron Ores and Related Materials by Diantipyrlmethane Ultraviolet Spectrometry
E 1028 -93 Standard Test Method for Total Iron in Iron Ores and Related Materials by Dichromate Titrimetry
E 1070 -95 Standard Test Method for Phosphorus in Iron Ores by the Phospho-Molydenun-Blue Photometric Methods
E 1724 - 95 Standard Guide for Testing and Certification of Metal and Metal-Related Reference Materials
E 1831 - 96 Standard Guide for Preparing Certificates for Reference Materials Relating to Chemical Composition of Metals, Ores, and Related Materials.
ISO Guides available from American National Standards Institute, 11 West 42nd St., 13th Floor, New York, NY 10036.
ISO Guide 25 (Third edition, 1990), General requirements for the competence of calibration and testing laboratories.
ISO Guide 30 (Second edition, 1991), Terms and definitions used in connection with reference materials.
ISO Guide 31 (First edition, 1981), Contents of certificates of reference materials.
ISO Guide 33 (First edition, 1989), Uses of certified reference materials.
ISO Guide 34 (First edition, 1996), Quality system guidelines for the production of reference materials.
ISO Guide 35 (Second edition, 1989), Certification of reference materials - General and statistical principles.
Other useful documents available from NIST, U.S. Department of Commerce, Gaithersburg, MD 20899.
NIST Special Publication 260-100, Handbook for SRM Users
NIST Special Publication 829, Use of NIST Standard Reference Materials for Decisions on Performance of Analytical Chemical Methods and Laboratories

General Information
a. Cleanness. All grades shall be free of dirt, nonferrous metals, or foreign material of any kind, and excessive rust and corrosion. However, the terms 'free of dirt, nonferrous metals, or foreign material of any kind' are not intended to preclude the accidental inclusion of negligible amounts where it can be shown that this amount is unavoidable in the customary preparation and handling of the particular grade involved.

b. Off-grade material. The inclusion in a shipment of a particular grade of iron and steel scrap of a negligible amount of metallic material which exceeds to a minor extent the applicable size limitations, or which fails to a minor extent to meet the applicable requirements as to quality or kind of material, shall not change the classification of the shipment, provided it can be shown that the inclusion of such off-grade material is unavoidable in the customary preparation and handling of the grade involved.

c. Residual alloys. Wherever the term 'free of alloys' is used in the classifications given herein, it shall mean that any alloys contained in the steel are residual and have not been added for the purpose of making an alloy steel.

d. Deviations. Any deviations from the general classifications of iron and steel scrap may be consummated by mutual agreement between Buyer and Seller.

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APPENDIX No. 3
DELIVERY SCHEDULE

1. The shipments of goods in MTW +/- 5% (five percent) as per specification under Appendix No.2 of this contract will be made from the port as designated by the Seller upon receipt of an acceptable swift, as follows:

a). The quantity of ship deliveries shall be as follows:
Ship to: Sample Company
Address:

Any Country
Voice: 1234 123456789
Fax: 1234 123456789

Material:
150,000 (One Hundred Fifty Thousand) MTW of Iron Ore-Mexico 64.5
with an initial estimated arrival date of February 28,2020 at the port of ASWP, and contract ending on January 09,2021 if payment is made with execution of this contract advancing the loading and delivery schedule shown in Appendix 6, otherwise the shipping load and delivery schedule shown in Appendix 6 will apply unaltered.

b). The first set of monthly quantity of goods will ship no later than 30 (thirty) days from date issued of the operative payment. The remaining monthly consignments will be shipped in each 30 (thirty) days from date of first payment.

2. Loading Terms: The Seller shall advise the Buyer not less than 30 (thirty) days before the planned delivery of each consignment so that the Buyer may take delivery. The Seller shall immediately notify the Buyer of any change to the delivery date that has been previously notified. The Seller's notification shall contain the following information:

a). Goods type, description, quantity and size
b). Date when the vessel should be made available for unloading.
c). Port from which delivery should be made for unloading.
d). Vessel master is to advise Seller's agent at loading with the following details: vessel's name, flag, age, size, date of arrival, capacity, no. of hatches, no. of cargo holds, quantity loaded by hold and particulars of vessel readiness to effect cargo through all or part of the hatches.
e). Vessel master shall give 72/36/24 (seventy-two/thirty-six/twenty-four) hours final notice of vessel's ETA at port of unloading to Seller's agent at port of unloading. Such notices given during office hrs., WIBON, WIPPON, WCCON, Lay time to commence from 1:00PM, if vessel's notice of readiness to unload is given before noon, and before from 8:00AM next working day, if notice is given after noon.
The rate of unloading is 2,500 MTW for 24hrs unless it is not possible at the discharge port. Time from 17:00hrs on Saturday to 06:00 hrs Monday or from 12:00 hours on Thursday to 06:00 hrs on the day succeeding such holidays are excluded, even if used. Shall the vessel be unloaded at less than average rate, the Buyer shall pay demurrage according to OP conditions, pro-rata for any part of the day.
Demurrage or dispatch at the port of unloading is to be settled by the Buyer within 5 (five) banking days from receipt of vessel's master commercial invoice.
Shall the vessel be required to shift from one berth to another at port of unloading, time used in shifting shall not count as lay time: however, the cost of shifting shall be to the Buyer\'s account.
3. The Seller shall not be liable under Clause 10 provisions in the extent that the Buyer delays the vessel at unloading port or fail to take delivery or the Seller is otherwise excused of a default by the Buyer or Force Majeure.

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APPENDIX No. 4
GUIDELINE FOR PAYMENT

Dear Sample Company

Regarding your contract 1573758558, please ask that your bank to a send the financial instrument or remittance shown in Appendix 6 according to the following coordinates or have your Bank Officer contact us.

Upon transfer of funds to the following escrow agent you irrevocably authorize this agent to release of funds:

Beneficiary: Network Scrap Metal Corporation
Account HolderATPI
Bank: Chase Bank N.A.
ABA/ACH/Route: 267084131
Account Number: 000000367392815
BY LC: The Brunet Law Firm, LLC
8761 Perimeter Park Blvd #104
Jacksonville, Florida 32216
Office: (904) 474-5295
Fax: (904) 474-5295

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APPENDIX No. 5

CORPORATE PERFORMANCE BOND GUARANTEE

ISSUER: Network Scrap Metal Corporation
PERFORMANCE BOND NUMBER: 1573758558
DATE OF ISSUE: December 30, 2019
DATE OF MATURITY: January 2, 2020
DATE OF EXPIRATION: February 7, 2021
BENEFICIARY: Sample Company

Dear Sirs,

Sample Company has entered a sale-purchase contract under contract number 1573758558 with Network Scrap Metal Corporation for the delivery of material according to INCOTERMS-2010. As security for the due performance of the delivery of the goods, an indemnity by a bank or insurance company shall be furnished amounting to $ 15,000,000 (Fifteen Million) as per provisions in the contract if not performed within 30 (thirty) days of receipt of clean and clear funds.

We Network Scrap Metal Corporation herewith irrevocably undertake to pay on your first demand, irrespective of the validity and the effects of the above mentioned contract and waiving all rights of objection and defense arising from the said Contract any amount up to $ 15,000,000 (Fifteen Million) upon receipt of duly signed written request by your side for payment and your written confirmation that Network Scrap Metal Corporation has failed to deliver the ordered merchandise or not delivered such merchandise as specified in the above mentioned Contract and expires in full and automatically in case your request for payment and your written confirmation together with the Buyer's bank confirmation of your signatures are not in our possession on or before that date. For the purpose of identification, your request for payment and your confirmation hereunder have to be presented to us through the intermediary of the Buyer's bank confirming that the signatures are binding for your firm.

This indemnity is governed by ICC and place of jurisdiction is United States of America.

This guarantee is valid for 12 (Twelve) months, upon expiry this guarantee will become null and void and of no consequence whether returned to us or not.
This Guarantee shall only be valid upon receipt of payment issued in favor of the Seller.

Yours truly,

Corporate Officer
Network Scrap Metal Corporation

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APPENDIX No. 6
PAYMENT SCHEDULE

The Buyer and Seller hereby agree upon the following estimated shipping and payment schedule shown below unless altered by mutual agreement of both parties. Should the Buyer defer any shipment, the Buyer must still make the interest payment below on the payment due date as a penalty.

Terms and conditions, pricing and interest are subject to change based upon the creditworthiness of the Buyer. The loan origination fee of $ 900,000 is due with contract signature unless waived by the Seller.

The Total Amount Financed is $ 192,600,000

Ship Load Date	Payment Due Date	Ship Arrival Date	Payment Amount	Interest	Balance
23 December, 2018	2 January, 2019	7 March, 2019	$ 16,050,000	$ 1,050,000	$ 176,550,000
23 January, 2019	2 February, 2019	7 April, 2019	$ 16,050,000	$ 1,050,000	$ 160,500,000
20 February, 2019	2 March, 2019	5 May, 2019	$ 16,050,000	$ 1,050,000	$ 144,450,000
23 March, 2019	2 April, 2019	5 June, 2019	$ 16,050,000	$ 1,050,000	$ 128,400,000
22 April, 2019	2 May, 2019	5 July, 2019	$ 16,050,000	$ 1,050,000	$ 112,350,000
23 May, 2019	2 June, 2019	5 August, 2019	$ 16,050,000	$ 1,050,000	$ 96,300,000
22 June, 2019	2 July, 2019	4 September, 2019	$ 16,050,000	$ 1,050,000	$ 80,250,000
23 July, 2019	2 August, 2019	5 October, 2019	$ 16,050,000	$ 1,050,000	$ 64,200,000
23 August, 2019	2 September, 2019	5 November, 2019	$ 16,050,000	$ 1,050,000	$ 48,150,000
22 September, 2019	2 October, 2019	5 December, 2019	$ 16,050,000	$ 1,050,000	$ 32,100,000
23 October, 2019	2 November, 2019	5 January, 2020	$ 16,050,000	$ 1,050,000	$ 16,050,000
22 November, 2019	2 December, 2019	4 February, 2020	$ 16,050,000	$ 1,050,000	$ 0

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