



■ **SALE AND PURCHASE PROCEDURE FOR MANDATES (SPPM)** ■

■ **Intermediary Engagement Protocol** ■

PREAMBLE

The undersigned parties wish to define the parameters of their future legal relationship and business cooperation. The parties acknowledge their duty of confidentiality regarding sources, contacts, and proprietary information.

This agreement establishes a working business relationship for the mutual benefit of all parties, including affiliates, subsidiaries, shareholders, partners, co-venturers, trading partners, and associated entities (collectively referred to as "Affiliates"), hereinafter.

NOW, THEREFORE, in consideration of the mutual promises, representations, and covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following **Sale and Purchase Procedure for Mandates (SPPM)**:

PROCEDURE FOR BUYER'S MANDATES

The following steps apply where the Intermediary acts as Mandate for the Buyer:

1. Initial Application

The Buyer's Mandate shall submit the completed **Buyer Application Form (BAF)** to the Seller to initiate the process.

2. Offer Presentation

The seller shall provide **Supply Offer** to the Buyer's Mandate. Upon request, the parties can execute a **Non-Circumvention Non-Disclosure Agreement (NCNDA)** before disclosing detailed commercial terms, if required.

3. Buyer's Intent Documentation

Upon agreement with the SODB (or following negotiations to reach consensus), the Buyer's Mandate shall submit to The Green:

- A valid, freshly dated **Letter of Intent for Mandate (LOIM)**, OR
- An **Irrevocable Corporate Purchase Order for Mandate (ICPOM)**

Note: All documents must be complete, dated within the current 30-day period, and contain all required details without exception.

4. Seller's Formal Documentation

The seller shall issue to the Buyer's Mandate:

- **Full Corporate Offer for Buyer (FCOB), OR**
- **Draft Sale and Purchase Contract for Buyer (SPCB)**
- **Proforma Invoice for Buyer (PIB).**

If required, such documentation shall be accompanied by a signed and sealed **Authorized Mandate Letter (AML)** confirming The Green's representation authority.

5. Buyer's Acceptance & Contract Execution

The Buyer (through its Mandate) shall:

- Review and accept the terms and conditions of the PIB, FCOB, or SPCB by affixing signature and company seal/stamp;
- Return all executed copies to the seller; **OR**
- Propose amendments and return the SPCB for further negotiation until mutual agreement is reached.

6. Seller's Confirmation

Upon receipt of the signed and sealed SPCB from the Buyer, the seller shall countersign and seal all copies, distributing the required number of fully executed originals to the Buyer (via the Mandate).

7. Document Authentication

Scanned copies of signed FCOB or SPCB transmitted via email shall be deemed valid and enforceable for operational purposes, provided hard copy originals are subsequently exchanged where required and applicable.

8. Financial Instrument Establishment

The Buyer or Mandate shall provide payment as agreed.

9. Shipment & Delivery Execution

Shipment and delivery shall commence in strict accordance with the executed SPCB. The seller shall notify the Buyer (via the Mandate) upon shipment and provide all required shipping documents (Bill of Lading, Certificate of Origin, SGS Report, etc.) as stipulated in the contract.

VALIDITY

This SPPM shall remain valid for the duration of ongoing negotiations and any resulting Sale and Purchase Contracts, unless terminated by mutual written consent of all parties.