

AB Group OnLine Limited ©

Registered Office:

Fortis Accountancy Flex Business Centre
Middlesbrough – England TS6 6UT
Company number: 10812204

Web: www.abgrouponline.com

Mail: info@abgrouponline.com

Phone: +44 (0) 7470201484

Phone: +44 (0) 2032904937

Skype: Alessio.brancaleone

- Real Estate ● Financial Edu. ● Services ● Import & Export ● Consulting
- Project Management ● International Broker



Physical address: plot 25, Beestekraal, North West, South

Africa, 0255 -- CK:2020/600027/07 - VAT: 9666950176

Web: www.gsagaglobal.com

Mail: alessio.brancaleone@gsagaglobal.com

COMMODITY PRELIMINARY AGREEMENT – SELLER

COMMODITY:

Date:

Company	
Via	
Address	
Person of Reference	
Registration No.	

*addressee list

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COMMODITY PRELIMINARY AGREEMENT - SELLER

AB Group On Line Limited as company registered in the United Kingdom has the pleasure to present the following request below based on a non-binding base.

Only the section dedicated to the NCNDA and AGREEMENT TO HONOUR COMMISSION will be considered binding.

Our company represent sellers and buyers at various level and operate in the metal scrap business from more than 20 years.

This offer doesn't form part of any official agreement as LOI, SCO, FCO or SPA and it has the scope to agreed in principle to the contract outline, terms, conditions and prices before to proceed with the formal offer from the seller side.

This document it may be added as appendix to the SCO, FCO and/or SPA.

AB Group On Line Limited does the maximum effort to provide the most accurate request, however, we can't guarantee the particulars indicated below are accurate.

All the clauses, the prices and offer below it may be subject to change from the buyer before the final SPA will be issued by the seller, however, we will do the maximum effort in order to deliver the most updated offer.

The request in object has a validity of 10 working days.

This preliminary commodity agreement needs to be signed in every page and filled in all its section; **All the parts in this contract in YELLOW COLOUR needs to be completed and the agreement partially completed, not clear or filled by hands will be rejected. The client can use a PDF EDITOR for finalize this contract for example as: www.sodapdf.com.**

This document is part of our company policy and ONLY once it will be filled, signed and stamped in all its parts the official exchange of binding document between buyer and seller will commence; The information included in this document are necessary as part of the anti-money laundering process which it is mandatory for the company registered within the UK.

AB Group On Line Limited does the maximum effort to protect the interest of both parties involved and the information provided are used for verify and conduct due diligence, however, the final responsibility will be only on the buyer and seller and AB Group On Line Limited can't be held responsible for any financial loss and /or any damages.

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This document can be used also for advance due diligence between buyer and seller without to be necessary involved into any formal request and/or deal; For speed up the process in case of advance signature of the client without the body of the offer, if the seller and/or buyer prefer to have the offer and/or request embedded into this contract it can be done also in a second moment and a final copy will be provided by AB Group On Line.

Based on AB Group On Line discretion, in case of mineral ore and material trading with origin from sensible areas, we require the buyer and seller to sign a separate declaration of responsible supply chain and due diligence control in line with the OECD rules and best practice; You can consult the most updated guides at the follow website below : <https://www.oecd.org/corporate/mne/mining.htm>

This is the body of the request:

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AB GROUP ON LINE LIMITED SIGNATURE SECTION:

I hereby attest that I have the authority to sign on behalf of the AB Group On Line Limited:

For acceptance:

Printed Name and Signature:

AB Group On Line Limited

Alessio Brancaleone

Corporate Seal:

<p>AB GROUP ON LINE LIMITED Fortis Accountancy Flex Business Centre Middlesbrough – England TS6 6UT Company number: 10812204 Mail: info@abgrouponline.com</p>
--

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SELLER SIGNATURE SECTION:

I hereby attest that I have the authority to sign on behalf of the Seller:

Sign on behalf of the Seller:

.....

Seller for acceptance:

Printed Name / Surname and Company name with the stamp:

.....
.....

Company Details:

Company Name:	
Company Registration Number:	
Company Legal Address:	
Company Phone Number:	
Corporate E-mail:	
Company Person of Reference:	
Import and Export Licence No.:	
Warehouse Account No: (if any) Specify if it is Stenweg , Manica, Bollore etc .	
Brinks Account No.: (if any)	

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SELLER BANKING DETAILS:

Document must be Signed and Sealed by the Seller with his banking details:

Bank Name	
Bank Address	
Account Name:	
Account No.:	
IBAN No.	
SWIFT Code:	
BIC Code:	
Branch Address:	
Bank Officers Name & Surname:	
Bank Officer Phone Number:	
Bank Officer Mail:	
Bank Telephone Number:	
Bank Fac simile Number:	

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DOCUMENT REQUESTED FROM THE SELLER:

1. POP COMPLETED WITH VIDEO, NEWSPAPER OF THE DAY AND CLIENT NAME

It can be provided at various level during the deal, however, it will be always requested before the bank instrument will be issued as part of the evidence to be deposited in the bank. **We always required as first time delivery and before to issue the bank instrument the possibility for our buyers to visit the yard.**

2. COPY OF THE CERTIFICATE OF COMPANY INCORPORATION

3. COPY OF THE COMPANY BUSINESS CARD

4. ICC – NCNDA SIGNED and SEALED WITH ALL THE PARTIES INVOLVED.

To be provided as separate document if it will be necessary and other brokers are involved.

5. KYC – ANTI MONEY LAUNDERING DECLARATION

6. OECD DECLARATION FILLED, SIGNED AND STAMPED.

To be provided based on AB Group On Line discretion.

7. COMMODITY PRELIMINARY AGREEMENT FILLED, STAMPED and SIGNED EVERY PAGE.

In connection to the present agreement also the Client give full authorization to AB Group On Line Limited to store as per GDPR and ICO compliance his private document as ID and/or passport, proof of funds and any other relevant document it may be necessary and/or required for the successful execution of the present agreement.

Sign on behalf of the Seller:

.....

Company Seal:

.....

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KYC – KNOWLEDGE YOUR CLIENT:

Dear Sir or Madam,

AB Group On Line Limited adheres to the Best Principle Practice and we are required to maintain records from our customer.

This document is known as the KYC (Know Your Customer) in relation to UK anti-money laundering law and regulations.

Would you provide us with the requested documents or information from below points?

- **Business License or Certificate of Incorporation**
- **Responsible Authority Person's Passport or Government Photo ID**
- **Name of Bank, Contact Person, Address, Telephone you/your Company does perform business**
- **Name of Responsible & Decision Authority, Director-CEO, Address, Telephone, email**
- **Name of Contact, Address, Telephone, email for Anti Money Laundering Compliance matters**
- **Import /Export License (if applicable)**

We thank you very much for your cooperation and remain in the meantime, With kind regards,

Alessio Brancaleone

CEO, AB GROUP ON LINE LIMITED

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United Kingdom

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Seller Declaration

The undersigned, identified here above, as well as the company he/she is representing herein, commits to safeguard AB Group On Line Limited against any possible damage, both direct and indirect, which may result either from any misrepresentation in respect to his/her confirmations and statements or from any infraction of the legal and regulatory prescriptions in relation to the prevention of money-laundering.

I declare to the best of my ability that the above completed information in this questionnaire is true and correct.

Date: _____

Name and Surname authorizer: _____

Authorized signature: _____

Made at City Name _____

Company Stamp

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NCNDA – NON DISCLOSURE AND NON CIRCUMVENTION:

(BINDING SECTION)

NOTE: THIS SECTION WILL REMAIN VALID ALSO FOR FUTURE BUSINESS RELATIONSHIP WITH A VALIDITY PERIOD OF AT LEAST 5 YEARS.

Definitions:

“disclosing party” means a party to this agreement when it discloses Confidential Information to the other party

“recipient” means a party to this agreement acting as a recipient of Confidential Information of the other party.

Purpose: Both parties desire to engage in discussions regarding present or potential business relationships including a commodity transaction. In connection with these discussions, it may be necessary or desirable for the disclosing party to provide the recipient with, or allow the recipient access to, proprietary technical or business documentation or other confidential information belonging to the disclosing party, or of a third party to which the disclosing party is under an obligation of confidentiality (collectively referred to as "Confidential Information"). Each party believes that its Confidential Information has significant commercial value, which could be diminished by unauthorized use or disclosure. Accordingly, each party's commitment to confidentiality in this Agreement is a condition to the other party's willingness to engage in the contemplated business discussions.

Confidentiality: Both parties and their employees, agents and independent contractors ("Representatives") will treat as strictly confidential all Confidential Information and proprietary third-party products that the “Disclosing Party” provides in connection with this Agreement and will not use them except in connection with the performance of this Agreement. They will not disclose or duplicate Confidential Information or third-part products to anyone not having a need to know in connection with the performance of this Agreement to anyone except by applicable Law, but only to the extent necessary in connection with performing their duties under this Agreement. On termination of this Agreement, or at the request of a Disclosing Party before termination, the Company and its Representatives will return or destroy any confidential information in their possession.

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Confidential Information: "Confidential Information" shall be deemed to include all information conveyed by the disclosing party to the recipient orally, in writing, by demonstration, or by electronic, magnetic or other media. "Confidential Information" as used in this Agreement shall mean any and all business plans, transaction proposals, technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Disclosing Party, and includes, without limitation information concerning research, mines, petroleum contracts, commodities, minerals, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, financial lenders, sales and merchandising, and marketing plans and information.

However, Confidential Information shall not include information that can be clearly demonstrated to be:

Generally known or available to the public, through no act or omission on the part of the recipient; or

Known to the recipient prior to disclosure by the disclosing party, as evidenced by the recipient's written records in existence prior to disclosure by the disclosing party;

Provided to the recipient by a third party without any restriction on disclosure and without breach of any obligation of confidentiality to the disclosing party.

Return of Materials: Upon request by the disclosing party, the recipient shall promptly return to the disclosing party all drawings, specifications, data and other tangible materials containing Confidential Information, together with all copies. In addition, the recipient shall certify in a form reasonably satisfactory to the disclosing party that all tangible Confidential Information has been returned and any references thereto, and the destruction of any references thereto on electronic, magnetic or other intangible media.

Recipient's Obligation of Confidentiality: The recipient agrees to the following:

The recipient shall use Confidential Information only for purposes of the internal evaluation or subsequent performance of a business relationship with the disclosing party or its affiliates, as contemplated by this Agreement;

The recipient shall not disclose or communicate Confidential Information to any third party, and shall protect the Confidential Information with a reasonable degree of care, which shall not be less than the same degree of care which the recipient uses to prevent the unauthorized

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use, dissemination or publication of its own most valuable confidential and proprietary information;

The recipient shall permit access to Confidential Information only to recipients who:

Reasonably require access to Confidential Information for purposes approved by this Agreement;

Have undertaken a binding written obligation of confidentiality with respect to the trade secrets of others entrusted to him or her; and

Have been apprised of this Agreement, and the recipient's obligation to maintain the trade secret status of Confidential Information and to restrict its use solely for the benefit of the disclosing party.

Confidentiality of Discussions: The applicant agrees that except as may be required by law or specifically authorized by the disclosing party, it shall not disclose to any third party the facts of its discussions or negotiations concerning a possible transaction with the disclosing party, or any of the terms or conditions of possible or actual transactions.

Non-solicitation: During the term of this Agreement and for a period of five (5) years following the termination of this Agreement, both parties agree that they shall not directly or indirectly call on, solicit, render services for or hire away any employee of the other party as a result of performing services under this Agreement.

Injunctive Relief: Both Parties acknowledge and agree that any breach of the provisions of this Agreement may result in irreparable harm to the other Party for which damages would be an inadequate remedy. In the event of such breach, and in addition to all rights and remedies otherwise available at law, the non-breaching party shall be entitled to equitable relief including without limitation, court costs and reasonable attorneys' fees as well as an injunction to enjoin the other Party from disclosing any Confidential Information or any of its clients or from dealing directly with prospects of the violation.

Money damages may not be a sufficient remedy for any breach of this Agreement, and it is hereby agreed that the parties will be entitled to specific performance as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for any such breach, but shall be in addition to all other remedies available at law or equity.

Both Parties further agree that the offending Party shall be obligated to reimburse the other Party for any and all costs, including reasonable attorneys' fees, incurred to successfully enforce this section.

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Miscellaneous:

This Agreement shall be deemed effective as of the date indicated on the first page and shall continue in full force and effect for a period of five years from such date.

The Confidential Information is the property of the disclosing party and the ownership of, and all right, title and interest therein shall at all times remain exclusively vested in the disclosing party. No License or intellectual property right is conveyed by this Agreement.

The disclosing party makes no representation or warranty in relation to any of the Confidential Information, its adequacy, accuracy, or suitability for any purpose, and except as expressly agreed in writing shall not be liable for any loss or damage arising from the use of any Confidential Information, howsoever caused.

Notwithstanding the execution of this Agreement, each party maintains the sole and absolute discretion to determine what, if any, of the Confidential Information it will release to the other party.

No agency or partnership relationship is created between the parties by this Agreement. Both Parties agree that they are not and will not become an employee, partner or principal of the other party while this Agreement is in effect. Both parties also agree that they are not entitled to the rights or benefits afforded to the other party's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Each party is responsible for providing, at its own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for itself.

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to Non-Disclosure and Non-Circumvention between the two Parties. It contains all of the representations, covenants, and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not contained in this Agreement. No other agreement, statement, or promise not contained in this document will be valid or binding. Any modification of this Agreement will be effective only if it is in a writing signed by both parties.

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All notices and other communications between the Parties will be written and will be deemed given if delivered personally or by overnight courier service, or facsimile transmission or four (4) days after mailing by registered or certified mail, return receipt requested, to a Party at its address as previously stated, or to such

other address as either Party may designate at a later time. References to "writing" or "written" in this Agreement will be deemed to include an electronic mail message that is sent using standard Internet protocols and whose receipt is confirmed by the recipient to the sender.

Neither party has an obligation under this Agreement to provide any service or item to the other party, or to offer any service or item for sale to the other party.

This agreement shall obligate the undersigned parties and their partners, associates, employers, employees, affiliates, subsidiaries, parent companies, nominees, representatives, successors and assigns.

Both parties agree that they will notify the Disclosing Party immediately if it receives a subpoena or other legal process referring to Confidential Information or documents containing Confidential Information and will cooperate in any effort the owner of such Confidential Information has to comply with or to contest the legal process.

All additions, modification and waivers to this Agreement must be made in writing and signed by both parties. However, the failure of a party to insist on full compliance with this or any other provision of this Agreement in a particular instance shall not preclude it from requiring full compliance in other instances.

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This Agreement shall be governed by and construed in accordance with the laws of the Province of London (United Kingdom), without regard to its conflicts of law provisions. The Parties agree that to the extent applicable, the Province of London (United Kingdom) will have jurisdiction over any dispute under this Agreement. Party hereby consents to the jurisdiction of such courts and to accept service in any legal action.

Neither party shall assign or transfer this Agreement to any third party or parties without the prior consent in writing of the other. Subject to the above, this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

It is expressly intended and agreed that there are no third-party beneficiaries to this Agreement.

If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

This Agreement may be executed in counterparts and, when fully executed, will be deemed effective on the date first written above without regard to the dates or times on when actually signed. The signed copies of this Agreement may be delivered by facsimile, and such facsimile exchange has the same legal effect as delivery of a signed original.

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AGREEMENT TO HONOUR COMMISSION and WARNING LETTER : (BINDING SECTION)

The seller in signature of this contract agreed to honour any commission to AB Group On Line Limited and agreed to sign a separate master fee agreement (IMPFA) in conjunction with any Standard Purchase Agreement signed (SPA).

The seller agreed to insert in the final SPA version the following statement within the contract:

“AB Group On Line Limited a company registered in the United Kingdom under the company house number 10812204 in this contract acted as mediator between the parties.”

In case the commission is paid only by the buyer this clause is not valid and anyway it would need to be confirmed in written via mail: info@abgrouponline.com during the contract process; The “IMPORTANT NOTE” section below will remain always valid independently the buyer or the seller will pay or not the commission.

Every communication between AB Group On Line Limited and the Seller via any social media chat, Whats Up, Messenger, Viber, E-Mail etc will be considered legally valid for the scope of the present agreement.

Any commission value indicated in this contract in any section will be considered binding.

IMPORTANT NOTE:

In case the seller will NOT keep informed AB Group On Line about the deal process on going and/or fail to respond within 10 working days to any documentation presented with the buyer information as: LOI, SCO, FCO or SPA without a clear, satisfactory and verifiable written explanation it will be considered automatically a circumvention and we will seek immediately economical compensation also via a legal procedure in the country of the origin of the seller.

In case of circumvention also based on the scenario described above the company seller details will be communicated to the authorities and in consequence black-listed.

Only written communication coming from the seller corporate mail in signature of this contract will be recognized as official communication channel.

If AB Group On Line will not be advised in written before the signature of the present agreement we will be always entitle for commission even in the case the seller and/or the buyer has already entertained any business relationship between them before.

AB Group On Line official communication mail: info@abgrouponline.com

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- Real Estate ● Financial Edu. ● Services ● Import & Export ● Consulting
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WARNING LETTER FOR BUYER, SELLER, INTERMEDIATES and INTRODUCERS

MAR, 2018

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

From now on, if an **ICPO, LOI, RWA, or BCL** is issued and the document is not real, true and/or actually verifiably factual, the Buyer will be able to inform the **FBI, ICC, and INTERPOL**. In addition, after an **FCO** is sent to the Buyer, there should be a formal answer to Seller from Buyer in a timely manner in accordance with the agreement between parties.

If there is no response from the Buyer in a timely manner, the buying company will be reported to the **FBI, ICC and INTERPOL**. If this action is repeated by sellers, they too will also be reported for abuse of the **NCNDA, LOI, ICPO, AND RWA OR BCL, FOR THIS IS NOW A FEDERAL OFFENSE.**

It is important to transmit this to all clients that work with providers that are members of the **ICC, FBI, and other international organizations**. From this point forward, the international codes will be strictly enforced to exclude all intruders that send or transmit false information. Those who submit a false **NCNDA/IMFPA, LOI, ICPO, RWA or BCL, or FCO, as well as FALSE PROOF OF PRODUCT (POP), FALSE PROOF OF FUNDS (POF) WILL BE CHARGED WITH A CRIME.**

This offense went into effect on November 15, 2008 after a meeting was held between the Federal Reserve, European Central Bank, Interpol, Federal Bureau of Investigation and Central Intelligence Agency.

The reason for this measurement is to protect the commodities industry which is a fundamental part of the world's economy.

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

Notes:

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This document is confidential (including any attachments hereto) and intended solely for the addressee(s).

Any use not in accord with its purpose, any dissemination or disclosure, either whole or partial, is prohibited and may be unlawful.

The internet cannot guarantee the integrity on how this contract is distributed especially via other Agents, Intermediates and Introducers.

Ab Group OnLine Limited is not liable for the improper transmission of this contract nor any damage sustained as a result of third parties actions.

The Buyers, Sellers, Agents, Intermediates or Introducers found to disseminate this confidential agreement to third parties, not to be part of the addressee list and without any written authorization from AB Group On Line Limited, they will be immediately persecuted legally accordingly with the law.

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CONSULTING COSTS INTRODUCTION:

AB Group On Line is involved into the commodity trading business from several years and we have developed a strong vetted network of buyers and sellers in our portfolio; Our company helps to put in contact buyers and sellers analyzing their business requirements.

AB Group On Line provides a service to clients and often the deal process in the commodity business is complicated and time consuming, therefore, we have introduced an initial management costs which it needs to be paid in advance to our company in order to start any long-term collaboration and transaction with us; For our company it is important to have a commitment from the client in the commodity searching which it will help us to cover in part the monthly marketing fix costs.

All the costs anticipated will be deducted from the deal profit generated at the end of the contract and rest assured that we will operate on the company best interest in order to achieve the targets.

1	Initial Consulting Costs 600\$ (US Dollars) (Paid in advance before to start the collaboration)
2	On Going Consulting Costs 400\$ (US Dollars) (Paid on monthly bases until the contract is closed)

In case the clients are not satisfied with our vetted suppliers and/or buyers conditions the marketing research can be focused on the customer specific needs targeting by geographical territory and commodities researched, however, If the client can't commit with the small charges indicated above we can't proceed to develop any long term transaction and marketing research.

Please sign the document on the bottom of the page as approval of the terms and conditions indicated in this page.