

Uro Protocol to the NIER Board Members of the Uro Foundation

Revision 3c, 02/06/2014

The parties to this Protocol,
Being NIER board members of the Uro Foundation, Have agreed as follows:

Article 1

For the purposes of this Protocol, the definitions contained in Article 1 shall apply:

1. "NIER" means National Import/Export Representative, a company that has traded more than two million metric tons of Urea in the last three years in the country for which they represent and has been appointed a NIER board member of the Uro Foundation.
2. "Member" means a NIER board member of the Uro Foundation who is a party to this Protocol.
3. "Contract" means Annex A: Contract of Sale.
4. "Uro" means the cryptocurrency implemented via the software published at <https://github.com/uro-/uro> and first released to the public at <https://bitcointalk.org/index.php?topic=600639>. This definition also applies within all Annexes.
5. "Urea" means agricultural prilled urea N46: a fertilizer consisting of white crystalline solids containing 46% nitrogen.
6. "Purchaser" means any individual or company that places an order to purchase Urea from a NIER in the home nation of the NIER via email.
7. "Valid Purchaser" means a Purchaser meeting the requirements set out in the Contract.

Article 2

1. Each Member commits to supplying 12,500 metric tonnes of Urea on FOB terms at a public international trading port of the Member's choosing, to any Valid Purchaser that provides payment of 12,500 Uro in the commitment period 2014 to 2024, provided the terms of the Contract are met.
2. Each Member commits to, upon 40 block confirmations of the Uro payment transaction from the Valid Purchaser, FOB delivery of the purchased Urea to the Valid Purchaser without undue delay, as soon as possible after the production of the ordered Urea is completed and within ninety days of receiving full payment, according to the terms of the Contract.

Article 3

1. Any Member may propose amendments to this Protocol.
2. Amendments to this Protocol shall be adopted at a board meeting of the Members. The text of any proposed amendment to this Protocol shall be communicated through the Uro Foundation to the general public via Twitter (@UroFoundation) and <http://uro.io> at least thirty days before the meeting at which it is proposed for adoption.
3. The Members shall make every effort to reach agreement on any proposed amendment to this Protocol by consensus. If all efforts at consensus have been exhausted, and no agreement reached, the amendment shall as a last resort be adopted by a three-fourths majority vote of the Members present and voting at the meeting. The adopted amendment shall be communicated to the general public via Twitter (@UroFoundation) and <http://uro.io> at least thirty days before the amendment is scheduled to take effect.
4. Instruments of acceptance in respect of an amendment shall be deposited with the Uro Foundation. An amendment adopted in accordance with paragraph 3 above shall enter into force for all Members on the thirtieth day after the date of receipt by the Uro Foundation of an instrument of acceptance by at least three fourths of the Members.

Article 4

1. Each Member shall have one vote.

Article 5

1. This Protocol shall be open for signature and subject to ratification, acceptance or approval by any NIER board member of the Uro Foundation. It shall be open for signature at the Uro Foundation from 09 June 2014 to 09 June 2024. This Protocol shall be open for accession from the day after the date on which it is closed for signature. Instruments of ratification, acceptance, approval or accession shall be deposited with the Uro Foundation.

Article 6

1. This Protocol shall enter into force on the thirtieth day after the date on which not less than 4 Members have deposited their instruments of ratification, acceptance, approval or accession.
2. For each Member that ratifies, accepts or approves this Protocol or accedes thereto after the conditions set out in paragraph 1 above for entry into force have been fulfilled, this Protocol shall enter into force on the thirtieth day following the date of deposit of its instrument of ratification, acceptance, approval or accession.

Article 7

1. No reservations may be made to this Protocol.

Article 8

1. At any time after ten years from the date on which this Protocol has entered into force for a Member, that Member may withdraw from this Protocol by giving written notification to the Uro Foundation. Any such withdrawal shall be communicated to the general public via Twitter (@UroFoundation) and <http://uro.io> within one day upon receipt of the written notification.
2. Any such withdrawal shall take effect upon expiry of thirty days from the date of receipt by the Uro Foundation of the notification of withdrawal, or on such later date as may be specified in the notification of withdrawal.

Article 9

The original of this Protocol shall be deposited with the Uro Foundation.

DONE this ninth day of June 2014.

IN WITNESS WHEREOF the undersigned, being duly authorized to that effect, have affixed their signatures to this Protocol on the dates indicated.

CONTRACT OF SALE
AGRICULTURAL PRILLED UREA N46%

TRANSACTION CODE AND REFERENCE NUMBER

DATE OF CONTRACT :
SELLER'S CODE :
BUYER'S CODE :
CONTRACT NUMBER :
TYPE OF AGREEMENT :
EXPIRATION DATE :

BY THIS CONTRACT, TO BE VALID ON THE DAY OF SIGNATURE BY THE LAST OF THE SIGNATORIES BELOW, BASED ON THE FOLLOWING ARTICLES AND ADDENDUMS:

AS THE SELLER

COMPANY :
ADDRESS :

SELLER - ADMINISTRATION OFFICE

ADDRESS :
POSTAL ADDRESS :
TELEPHONE: :
EMAIL :
LEGAL REPRESENTATIVE :

AS THE BUYER

FULL NAME :
COMPANY :
ADDRESS :
TELEPHONE :
MOBILE NO :
EMAIL :
Legal Representative :
Title :

HERE IN AFTER CALLED THE "BUYER"

CONSIDERING THAT THE SUPPLIER GUARANTEES IRREVOCABLY, THE SUPPLY OF THE TONNAGE OF GOODS SPECIFIED IN THIS CONTRACT AS WELL AS ITS DELIVERY ON FOB BASIS TO THE PORT INDICATED ON THIS CONTRACT, THE SELLER ASSUMES THE COMMITMENT TO SELL TO THE BUYER A QUANTITY OF METRIC TONS OF PRILLED UREA N46 HEREIN AFTER REFERRED TO AS THE TOTAL QUANTITY;

WHEREAS: IT IS AGREED BY PARTIES THAT THIS CONTRACT IS ESTABLISHED, AND THE DEAL IS FINALIZED THROUGH THE SELLER.

WHEREAS: THE SELLER AND BUYER, EACH WITH FULL CORPORATE AUTHORITY (WHERE THE BUYER IS A COMPANY) CERTIFIES, REPRESENTS AND WARRANTS THAT EACH CAN FULFILL THE REQUIREMENTS OF THIS AGREEMENT AND RESPECTIVELY PROVIDE THE PRODUCTS AND THE FUNDS REFERRED TO HEREIN, IN TIME AND UNDER THE TERMS AGREED TO HEREAFTER; AND WHEREAS: THE SELLER HEREBY AGREES AND MAKES AN IRREVOCABLE FIRM CONTRACT TO SELL **12,500 METRIC TONS**. THAT WILL BE DELIVERED AS PER THE SCHEDULE GIVEN BELOW. **PRILLED UREA N46**, ACCORDING TO FREE ON BOARD (FOB) INCOTERMS 2010, AND WHEREAS: THE SELLER AND THE BUYER BOTH AGREE TO FINALIZE THIS CONTRACT UNDER THE TERMS AND CONDITIONS; IT IS THEREFORE AGREED AS FOLLOWS:

THE SELLER AND BUYER EACH DECLARES UNTO ONE ANOTHER THAT THE COMMODITY OFFERED HEREIN AND THE ORIGIN OF THE FUNDS USED FOR PURCHASING THE COMMODITY DO NOT CONTRAVENE (UNDER INTERNATIONAL LAW) THE DRUG TRAFFICKING OFFENCES ACT 1986, THE CRIMINAL ACT 1988, THE

PREVENTION OF TERRORISM (TEMPORARY PROVISIONS) ACT 1989, THE CRIMINAL JUSTICE (INTERNATIONAL COOPERATION) ACT 1990, THE CRIMINAL JUSTICE ACT 1993 AND THE MONEY LAUNDERING REGULATIONS 1993 OR ANY OTHER ILLEGAL OR CRIMINAL ACTIVITY AND ACCORDINGLY EACH PARTY TO THIS AGREEMENT INDEMNIFIES EACH OTHER AGAINST ANY SUCH ALLEGATIONS WHICH MAY OR MAY NOT BE MADE IN THE FUTURE.

ARTICLE 01 – PRODUCT: AGRICULTURE UREA 46% BY WEIGHT MIN according to GOST2081-92(46%N) MARK "B"

SPECIFICATIONS
UREA N46 PRILLED
PRILLED: 90-94% MIN
NITROGEN: 46%BY WEIGHT MIN
MOISTURE: 0.5%MAX (BY METHOD OF DRYING)
BIURET: 1.0% MAX BY WEIGHT
ANTI-CAKING: TREATED PROPERLY AGAINST CAKING
FREE AMMONIA: 160 PXT, PPM MAX
PRILL: 95% MAX
GRANULATION FOR PRILLED UREA: 1-4MM 90% MIN
MELTING POINT: 132 DEGREES CELSIUS
STATIC RESISTANCE: 0.7%
COLOUR: PURE WHITE
RADIATION: CERTIFIED FULLY NON-RADIOACTIVE
FREE FLOWING: 100% ANTI CAKING TREATED
HAZARDOUS INGREDIANTS: NONE ACCORDING TO CONTROLLED
PRODUCT REGULATIONS
PHYSICAL: NON-CLOTTED 100% FREE HARMFUL SUBSTANCES
INTERNATIONAL ACCEPTED STANDARD UREA 46%
• PRILLED FREE FLOATING, TREATED WITH ANTICAKING TREATMENT FREE FROM
IMPURITIES, SAND,
DUST AND CERTIFIED NON-RADIOACTIVE PHYSICAL
• STATE SOLID @ 20 °C 101 KPS, WHITE GRANULES
• SPECIFIC GRVITY SOLID @ 20 DEGREES CENTIGARDS VAPOUR DENSITY NOT APPLICABLE

ANY OTHER SPECIFICATION WHICH ARE NOT MENTIONED SHALL BE IN ACCORDANCE WITH INTERNATIONAL SPECIFICATIONS

ARTICLE 02 – ORIGIN

<PRODUCT COUNTRY OF ORIGIN>

ARTICLE 03 – DELIVERY TERMS

THE DATE(S) OF ARRIVAL AT THE LOADING PORT SHALL BE CONSIDERED THE DATE(S) OF DELIVERY. THE DELIVERY SHALL BE ASSAYED BY THE INDEPENDENT CERTIFICATIONS OF SGS AT LOADING PORT. THE FIRST SHIPMENT TO THE PORT OF LOADING SHALL BEGIN WITHIN, IT MEANS AS FROM **(60-90)** SIXTY TO NINETY DAYS OF RECEIPT OF THE URO PAYMENT TO THE SELLER. THE SELLER SHALL HAVE THE RIGHT TO DELIVER EARLIER THAN AGREED IN THIS CONTRACT GIVING NOTICE TO ALL DESIGNATED PARTIES AS REQUIRED HEREIN, WITH THE APPROVAL OF THE BUYER. THE BUYER AND THE SELLER AGREE THAT PARTIAL SHIPMENTS ARE NOT ALLOWED AND TRANSHIPMENT NOT ALLOWED.

ARTICLE 04 – PRICE

THE PRICE IS **1 URO PER METRIC TONNE**, FOB <NAME OF PORT>, AS APPOINTED BY SELLER. THE TOTAL AMOUNT OF THE ONE SHIPMENT IS **12,500 URO**.

ARTICLE 05 – QUANTITY

THE TOTAL QUANTITY OF PURCHASE FOR THIS CONTRACT IS **12,500** METRIC TONS, WHICH WILL BE DELIVERED IN AS PER THE SCHEDULE. THE SHIPMENT OF **12,500** METRIC TONS WILL BE SCHEDULED IN WRITING BY BOTH PARTIES IN THIS CONTRACT OF SALE OF PRILLED UREA N46. FOR THIS SCHEDULE (ADDENDUM A), AN INDEPENDENT CONTRACT WILL BE CREATED FOR EACH DELIVERY, THAT IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE REAL QUANTITIES OF THE CONTRACT SHALL BE DETERMINED BY THE CERTIFICATIONS OF WEIGHT, ISSUED BY THE INSPECTION AUTHORITY AT PORT OF LOADING IN ORIGIN FOR EACH LOADING.

ARTICLE 06 – PRODUCT WEIGHT AND QUALITY

THE SELLER GUARANTEES THAT DELIVERY OF THE PRILLED UREA N46 SHALL BE PROVIDED WITH AN INSPECTION CERTIFICATE OF WEIGHT AND QUALITY AT THE TIME OF LOADING, SUCH CERTIFICATES SHALL BE PROVIDED BY SGS AT SELLER'S EXPENSE, AND SHALL BE DEEMED TO BE FINAL. THE SELLER SHALL INSTRUCT SAID AUTHORITY TO CARRY OUT THE INSPECTION IN STRICT ACCORDANCE WITH THE INTERNATIONAL CHAMBER OF COMMERCE (I.C.C.) RULES.

ARTICLE 07 – PACKING OF THE PRODUCT

THE PRODUCT WILL BE DELIVERED IN **BULK**

ARTICLE 08 – INSURANCE POLICY

THE BUYER SHALL PROVIDE INSURANCE AT HIS SOLE EXPENSE AND RESPONSIBILITY.

ARTICLE 09 – FORCE MAJEURES

NEITHER PARTY TO THIS CONTRACT SHALL BE HELD RESPONSIBLE FOR BREACH OF CONTRACT CAUSED BY AN ACT OF GOD, INSURRECTION, CIVIL WAR, MILITARY OPERATIONS OR LOCAL EMERGENCIES. THE PARTIES AGREE AS FORCE MAJEURE AS PUBLISHED BY THE INTERNATIONAL CHAMBER OF COMMERCE (ICC). WHEN THE FORCE MAJEURE HAPPENS, THE BUYER OR SELLER MUST IMMEDIATELY SEND WITHIN 35 DAYS, THEREAFTER BY REGISTERED AIRMAIL, TO THE OTHER PARTY, A CERTIFICATE OF FORCE MAJEURE ISSUED BY A COMPETENT GOVERNMENT AUTHORITY AT THE PLACE WHERE THE FORCE MAJEURE OCCURED AS EVIDENCE THEREOF.

ARTICLE 10 – HARDSHIP CLAUSE

IF DURING PERFORMANCE OF THIS CONTRACT THERE SHOULD ARISE ECONOMIC, POLITICAL OR TECHNICAL CIRCUMSTANCES WHICH WERE UNFORESEEN BY THE PARTIES AND ARE BEYOND THEIR CONTROL AND WHICH MAKE THE PERFORMANCE OF THE CONTRACT SO ONEROUS, THOUGH NOT IMPOSSIBLE, FOR ONE OF THE PARTIES THAT THE BURDEN WOULD EXCEED ALL THE ANTICIPATORY PROVISIONS MADE BY THE PARTIES AT THE TIME THE CONTRACT WAS SIGNED, SUCH AFFECTED PARTY SHALL BE ENTITLED TO EQUITABLE RELIEF AND MAY REQUEST THE REVISION OF THE CONTRACT. THE PARTIES WILL DISCUSS THE MATTER, AND IF AN AMICABLE SOLUTION CANNOT BE REACHED, THE AFFECTED PARTY MAY REQUEST ARBITRATION OF THE MATTER IN ACCORDANCE WITH THE ARBITRATION CLAUSE OF THIS CONTRACT.

HARDSHIP OCCURS WHEN THE CIRCUMSTANCES WHICH EXISTED AT THE TIME OF THE CONCLUSION OF THE CONTRACT CHANGE AND THE CHANGE WAS UNAVOIDABLE AND WAS ONE THE DISADVANTAGED PARTY COULD NOT REASONABLY BE EXPECTED TO HAVE TAKEN INTO ACCOUNT AND THE CHANGE RESULTS IN ADVERSE ECONOMIC CONSEQUENCES FOR THE DISADVANTAGED PARTY.

ARTICLE 11 TAXES

ALL TAXES OR LEVIES IMPOSED BY THE COUNTRY OF DESTINATION HAVING ANY EFFECT ON THIS CONTRACT ARE ON THE BUYER'S ACCOUNT AND HIS SOLE RESPONSIBILITY. IF NECESSARY, BUYER MUST HAVE ALL IMPORT PERMISSIONS AND PERMITS IN WRITING AND COPY SENT TO SELLER. BUYER BEARS THE SOLE RESPONSIBILITY OF SECURING ALL PERMITS, LICENSES OR ANY OTHER DOCUMENTS REQUIRED BY THE GOVERNMENT OF THE IMPORTING NATION. SELLER WILL BEAR NO RESPONSIBILITY TO PROVIDE SUCH DOCUMENTATION. BUYER WILL BEAR ALL COSTS ASSOCIATED WITH SECURING SUCH DOCUMENTS AND WILL ALSO BEAR ALL COSTS AND PENALTIES IF SUCH DOCUMENTS ARE NOT SECURED. IN NO CASE SHALL THE SELLER BE HELD LIABLE FOR MISSING OR IMPROPER DOCUMENTATION THE BUYER IS REQUIRED TO PROVIDE. THE SELLER AGREES TO PROVIDE PROMPTLY ANY DOCUMENT THE BUYER MAY REQUIRE IN ORDER TO OBTAIN ALL NECESSARY IMPORT PERMISSIONS AND PERMITS.

ARTICLE 12 – TRANSPORT

3. VESSEL MUST BE CLASSIFIED AS 100-A-I IN THE LLOYD'S REGISTER OR BE OF AN EQUIVALENT CLASSIFICATION.

ARTICLE 13 – ARBITRATION

THE PARTIES HEREBY AGREE TO SETTLE ALL DISPUTES AMICABLY. THE DISPUTE IN QUESTION SHALL BE SUBMITTED TO ARBITRATION ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THE PRESENT CONTRACT SHALL BE FINALLY SETTLED UNDER THE RULES OF ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE BY ONE OR MORE ARBITRATORS APPOINTED IN ACCORDANCE WITH THE SAID RULES. THE PLACE OF ARBITRATION SHALL BE THE INTERNATIONAL CHAMBER OF COMMERCE COURT OF ARBITRATION, IN PARIS/FRANCE UNDER I.C.C. RULES AND REGULATIONS. THE LOSING PARTY WILL PAY THE ARBITRATION FEE. EACH PARTY SHALL PAY ITS OWN LAWYERS AND LEGAL FEES. IT IS UNDERSTOOD THAT IN THE EVENT OF DISPUTE OR ARBITRATION. THE AWARD OF ICC SHALL BE FINAL AND BINDING FOR BOTH PARTIES.

ARTICLE 14 – CONTRACT PROCEDURES

THE DATE OF SHIPMENT WILL BE MENTIONED IN THE CONTRACT, IN WITNESS THEREOF, THE PARTIES HERE TO HAVE SIGNED BELOW AND BY SO DOING HAVE ACCEPTED AND APPROVED ALL COVENANTS, TERMS AND CONDITIONS OF THIS CONTRACT.

ARTICLE 15 – EXECUTION OF CONTRACT

EACH OF THE PARTIES TO THIS CONTRACT REPRESENTS THAT IT HAS FULL LEGAL AUTHORITY TO EXECUTE THIS CONTRACT AND THAT EACH PARTY IS TO BE BOUND BY THE TERMS AND CONDITIONS AS SET FORTH HEREIN. EACH PARTY AGREES THAT CONTRACT MAY BE EXECUTED SIMULTANEOUSLY BY AND BETWEEN THE PARTIES VIA EMAIL, EACH OF WHICH SHALL BE DEEMED AS ORIGINAL NATURE. THIS CONTRACT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND ANY CHANGE WILL BE MADE IN WRITING, EXECUTED BY BOTH PARTIES. THE CONTRACT AND AGREEMENT IS ASSIGNABLE AND TRANSFERABLE BY EITHER PARTY.

ARTICLE 16 – LANGUAGE

THE ENGLISH LANGUAGE SHALL BE USED, IN ALL DOCUMENTS, COMMUNICATIONS AND LEGAL PROCEEDINGS.

ARTICLE 17 – NON CIRCUMVENTION & NON DISCLOSURE

THE PARTIES ACCEPT AND AGREE TO THE PROVISIONS OF THE INTERNATIONAL CHAMBER OF COMMERCE PARIS/FRANCE FOR NON-CIRCUMVENTION AND NON-DISCLOSURE WITH REGARDS TO ALL AND EVERYONE OF THE PARTIES INVOLVED IN THIS TRANSACTION AND CONTRACT, ADDITIONS, RENEWALS, AND THIRD PARTY ASSIGNMENT, WITH FULL RECIPROCATION FOR A PERIOD OF FIVE (05) YEARS FROM THE DATE OF EXECUTION OF THIS CONTRACT.

ARTICLE 18 – GOVERNING LAW

THIS CONTRACT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE UNITED NATIONS CONVENTION FOR THE SALE OF GOODS U.N. CONVENTION. IN EVENT OF INCONSISTENCY BETWEEN THIS CONTRACT AND THE PROVISIONS OF THE U.N. CONVENTIONS, THIS CONTRACT SHALL HAVE PRIORITY FOR THE PURPOSE OF ARTICLE 39, OF THE U.N. CONVENTION; A REASONABLE PERIOD OF TIME SHALL BE DEEMED TO BE 10 DAYS. THIS CONTRACT SHALL FURTHER BE CONSTRUED IN ACCORDANCE WITH THE PROCEDURAL RULES OF THE COURTS OF THE EUROPEAN UNION, WHICH SHALL APPLY SUBSTANTIVE ICC RULES AND REGULATIONS.

ARTICLE 19 – SPECIAL CLAUSE

THIS EMAIL CONTRACT SHALL BE DEEMED AS INVALID UNTIL SIGNED BY BOTH PARTIES, THIS EMAIL CONTRACT WILL BE OF NO EFFECT AND UN-ENFORCEABLE AFTER THE HARD COPY CONTRACT IS SIGNED AND EXCHANGED. THEREAFTER ANY ADDITIONS, DELETIONS OR AMENDMENTS WILL NOT BE VALID UNLESS RENDERED IN WRITING AND SIGNED BY ALL PARTIES CONCERNED VIA EMAIL FOLLOWED BY HARD COPIES. GOODS SHALL BE DEEMED TO BE IN "FULL QUANTITY", "DATE OF DELIVERY" SHALL BE THE DATE AT WHICH THE GOODS HAVE ARRIVED AT THE LOADING PORT.

ARTICLE 20 – CLAIM

IN THE EVENT THAT THE SELLER IS LIABLE FOR THE DISCREPANCIES AND THE BUYER LODGES A CLAIM WITHIN SEVEN (7) DAYS AFTER ARRIVAL OF THE GOODS AT THE LOADING PORT, SUCH CLAIMS MUST BE ACCOMPANIED BY AN INSPECTION CERTIFICATE ISSUED BY SGS (SOCIETE GENERALE DE SURVEILLANCE).

ARTICLE 21 – VALIDITY PERIOD

THE VALIDITY OF THE CONTRACT IS RELATED WITH THE DURATION OF THE SHIPMENTS, EXCEPT FOR ANY ARTICLE THAT BY ITS NATURE SURVIVES TERMINATION AND ADDENDUM "C" (CONFIDENTIALITY) WHICH SHALL BE VALID FOR A MINIMUM PERIOD OF FIVE (05) YEARS FROM THE TERMINATION DATE OF THIS AGREEMENT.

ARTICLE 22 – BANKING INFORMATION

ALL BANK CHARGES AND COMMISSIONS AT BUYER'S BANK FOR BUYER'S ACCOUNT. ALL CONFIRMATION CHARGES ARE AT BUYER'S ACCOUNT. ALL BANK CHARGES AND COMMISSIONS AT SELLER'S BANK FOR SELLER'S ACCOUNT. ANY ADDITIONAL BANK FEES SHALL BE FOR THE REQUESTED PARTY'S ACCOUNT.

ARTICLE 23 – PENALTY CLAUSE

IF FOR ANY REASON BUT FORCE MAJEURES ONE PARTY FAILS WITH AGREED OBLIGATIONS, EITHER DUE TO NEGLIGENCE, MIS-INFORMATION, FAKES AND/OR SIMILAR, FAILING PARTY IS TO PAY A PENALTY AMOUNT EQUIVALENT OF 5% OF THIS CONTRACT WHOLE VALUE.

ARTICLE 24 – CONTRACT SIGNATORIES

THE CONTRACT TO BE VALID SHOULD BE SIGNED & SEALED BY BOTH PARTIES ON ALL PAGES. THIS CONTRACT IS WRITTEN IN SIX (6) PAGES, INCLUDING THIS PAGE AND ADDENDUM A AND B, EACH PAGE MUST BE DULY SIGNED BY EACH PARTY. IN WITNESS THEREOF, THE PARTIES HAVE SIGNED BELOW AND BY DOING SO HAVE ACCEPTED AND APPROVED ALL COVENANTS, TERMS AND CONDITIONS OF THIS CONTRACT.

THIS CONTRACT VALIDITY IS SUBJECT TO RECEIPT BY THE SELLER OF 12,500 URO WITH 40 BLOCK CONFIRMATIONS. THIS CONTRACT VALIDITY IS SUBJECT TO BUYER INITIALING ALL PAGES AND SIGN AND SEAL AS BUYER INCLUDING HIS PASSPORT ORIGIN AND NUMBER.

ADDENDUM "A" – SCHEDULE OF DELIVERIES

TOTAL QUANTITY OF PURCHASE OF PRILLED UREA N46 IS **12,500** METRIC TONS THAT WILL BE DELIVERED AS A SPOT ORDER, AS PER CONTRACT AND SHALL BE DELIVERED UNDER THE FOLLOWING TERMS AND CONDITIONS. DELIVERY SHALL BEGIN WITHIN **90** DAYS AFTER RECEIPT OF PAYMENT TO SELLER. THE DELIVERY MUST BE FOB. THE CONTRACT DURATION IS RELATED WITH THE DURATION OF THE SHIPMENTS.

ADDENDUM “B” – BANKING INFORMATION

ANY CONTACT WITH EITHER PARTIES BANKS WITHOUT THE EXPLICIT WRITTEN PERMISSION OF THAT PARTY WILL AUTOMATICALLY RENDER THIS CONTRACT NULL & VOID. THE PARTIES RESERVES THE RIGHT TO USE ONE OF THEIR ALTERNATE CORPORATE BANK ACCOUNTS. IN THE EVENT AN ALTERNATE ACCOUNT IS TO BE USED, THAT PARTY WILL NOTIFY BUYER OF NEW BANK COORDINATES WITHIN 48 HOURS OF RECEIPT OF SIGNED AND SEALED CONTRACT. NEITHER PARTY WILL FORWARD ANY FINANCIAL INSTRUMENT OR CORRESPONDENCE TO THE OTHER PARTIES BANK WITHOUT FIRST NOTIFYING THE OTHER PARTY.

ADDENDUM “C” – CONFIDENTIALITY

THE PRODUCT OFFERED FOR SALE IS SUBJECT ONLY TO THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT AND STRICTLY CONFIDENTIAL BETWEEN THE BUYER, THE SELLER AND THE AGENTS. ALL PARTIES DO HEREIN AGREE THAT NON-CIRCUMVENTION AND NON-DISCLOSURE RULES OF ALL ISSUES FROM INTERNATIONAL CHAMBER OF COMMERCE (ICC) 600, AND ANY OTHER APPLICABLE ICC LAW PROTECTING CONFIDENTIALITY, NON-DISCLOSURE AND NON-CIRCUMVENTION APPLY TO THIS TRANSACTION FOR A PERIOD OF 10 (TEN) YEARS FROM THE DATE OF EXECUTION, AND A FURTHER 10 (TEN) YEARS FROM THE DATE OF TERMINATION. BUYER, SELLER AND AGENTS RESPECT THE HIGHLY CONFIDENTIAL NATURE OF THIS CONTRACT AND AGREE TO MAINTAIN IN STRICTEST CONFIDENCE THE NAMES OF THE PARTIES WHOSE IDENTITIES MAY BECOME KNOWN TO ONE ANOTHER THROUGH EITHER THE TENDERING OF DOCUMENTS OR ASSEMBLY OF BANKING AND GOVERNMENT APPROVALS. THE PARTIES AGREE TO MAINTAIN STRICT CONFIDENTIALITY CONCERNING THE IDENTITIES OF THE PARTIES DIRECTLY OR INDIRECTLY INVOLVED IN THIS TRANSACTION. ALL DATA REMAINS THE PROPERTY OF THE PARTY WHICH HAS BROUGHT THE RESPECTIVE DATA INTO THIS TRANSACTION. ANY OF THE PARTIES BREACHING THIS RULE WILL BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH ACTION TO BE COMMITTED DELIBERATELY OR BY NEGLIGENCE. IN CASE OF BREACH OF THE RESPECTIVE RULES EMITTED. THE PLACE OF ARBITRATION SHALL BE THE INTERNATIONAL CHAMBER OF COMMERCE COURT OF ARBITRATION, IN **PARIS/FRANCE** UNDER I.C.C. RULES AND REGULATIONS. THIS PRODUCT IS OFFERED FOR SALE SUBJECT TO THE AGREEMENT TERMS AND CONDITIONS. PREVIOUS TRANSACTIONS, IF ANY, BETWEEN THE BUYER AND THE SELLER OR THEIR PARTIES SHALL AT NO TIME AFFECT THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND ACCEPTANCE OF THE PRODUCT BY THE BUYER SHALL BE CONCLUSIVE EVIDENCE BEFORE ANY COURT OR LAW OF ARBITRATION THAT THESE TERMS AND CONDITIONS APPLY. IT IS FURTHER AGREED THAT ALL INFORMATION EXCHANGED BETWEEN THE SELLER, BUYER AND AGENTS IN THE COURSE OF THE NEGOTIATIONS AND EXECUTION OF THIS AGREEMENT, WHETHER INCLUDED IN THIS AGREEMENT OR NOT SHALL BE HELD IN STRICTEST CONFIDENCE, AND ANY VIOLATION OF WHICH WILL RESULT IN THE IMMEDIATE CANCELLATION OF THIS AGREEMENT, IF THIS IS THE DECISION OF THE AGGRIEVED PARTY, WHO WILL HAVE THE RIGHT TO SEEK REDRESS IN A COURT OF LAW IN THE AGREED JURISDICTION.

NAME/SIGNATURE OF SELLER:	NAME/SIGNATURE OF BUYER:
NAME / TITLE / SIGN:/STAMP	NAME / TITLE / SIGN:/STAMP