

GRAIN EXPORT CONTRACT N° AG 081

This Grain Export Contract ("**Agreement**") is entered into by and between:

ATLAS AGRO COMÉRCIO E EXPORTAÇÃO DE GRÃOS S.A., a company duly incorporated in Brazil, with headquarters at Rodovia Estadual MT-326, Margem Esquerda, km 32, s/n.º, lote 28, seção I, Zona Rural, Canarana - MT, Zip Code 78640-000, enrolled under CNPJ/ME n. 22.875.049/0001-20, e-mail: brunop@atlasagrobr.com, herein represented in accordance with its bylaws ("**Seller**");

MERSİN GIDA SANAYİ VE TİCARET ANONİM ŞİRKETİ, a company duly incorporated in ÇİLEK MAHALLESİ 136 CADDE B Apt. NO: 34 B/1 AKDENİZ – MERSİN /TÜRKİYE, TELF: 0090 324 238 92 04, herein represented in accordance with its bylaws ("**Buyer**");

(Seller and Buyer hereinafter jointly referred to as the "**Parties**" and individually and indistinctively as "**Party**").

The Parties hereby agree as follows:

SECTION I - SCOPE

1.1. Export. By this Agreement and subject to the Purchase Order (as defined below), Seller undertakes to supply to Buyer, and Buyer undertakes to purchase from Seller, the Products owned by Seller, according to the following specifications:

Product	
Product	Natural K3 Sortex Sesame Seeds.
Quantity	5.000 mt, +/- 10%, at sellers' option.
Packaging conditions	Big Bag, with about 750 kgs each or 40 kgs bags, with no marks. (If requested, labels with Buyer's marks may be provided within 30 days of the ETD)
Quality conditions	- Purity 99,95% - FFA Max 2% - Moisture Max 6,5% - Oil content Min 48% Shipped Weight and Quality Inspection by Independent Surveyors Report at Load Port.
Crop Year	2023
Certificates	- Origin Certificate. - Quality Certificate. - Fumigation Certificate. - Analysis Certificate. - Phytosanitary Certificate (issued by the Ministry of Agriculture - MAPA).
Price and Payment	
Price per Unit	USD 1.538,00/ton. ✓
Total Price	USD 7.690.000,00
Payment term	- 05% in advance, within the first half of March 2023. - 95% CAD Against shipment Documents via Bank.
Bank Details	
Broker Commission	N/A
Other payment conditions	N/A
Incoterm	
Incoterm	CFR
Delivery conditions	
Shipment Port	N/A
Destination Port	Mersin, Turkey.
Shipment Period	a) For 500 tons, +/- 10%, at sellers' option, June 2023, shipment; b) For 2.000 tons, +/- 10%, at sellers' option, July 2023, shipment;

c) For 2.500 tons, +/- 10%, at sellers' option, August 2023, shipment.

Partial Shipments Allowed.

SECTION II - PAYMENTS

2.1. DELAY IN PAYMENTS. A DELAY OF MORE THAN 3 (THREE) CALENDAR DAYS IN THE PAYMENT OF INVOICES AND/OR ADDITIONAL INVOICES BY BUYER SHALL RESULT IN MONETARY ADJUSTMENT OF THE AMOUNT DUE BASED ON THE INDEX AMERICAN IPC, IN ADDITION TO A MONTHLY INTEREST PENALTY OF 1% (ONE PERCENT) OVER THE AMOUNT DUE, ALL CALCULATED AS OF THE INITIAL DUE DATE AND ACCRUING UNTIL THE DATE OF THE EFFECTIVE PAYMENT IS PERFORMED IN FULL.

2.1.1. IF THE TOTAL PRODUCT PRICE IS NOT PAID ACCORDING TO THE DEADLINES OF PAYMENT AGREED UPON BETWEEN THE PARTIES, THE SELLER SHALL HAVE THE OPTION, AT ITS SOLE DISCRETION, TO SELL THE PRODUCTS, IN FULL OR PARTIALLY, TO ANY OTHER THIRD-PARTY AND THE BUYER SHALL REIMBURSE ALL THE EXPENSES INCURRED BY THE SELLER WITH THE TRANSPORTATION AND LODGING OF THE PRODUCT, INCLUDING DEMURRAGE CHARGES.

SECTION III - SHIPMENT

3.1. BROKERAGE. WHEN DUE, THE BROKERAGE, TO BE PAID BY SELLERS, WILL FOLLOW THE CONDITIONS SET OUT IN FOSFA'S STANDARD CLAUSES.

3.2. QUALITY AND WEIGHT CONTROL. QUALITY CONTROL AND DETERMINATION OF WEIGHT SHALL BE PERFORMED DURING LOADING OF THE PRODUCT AT THE SHIPMENT PORT. ONCE THE PRODUCT HAS BEEN LOADED, THE SELLER SHALL NOT HAVE ANY FURTHER RESPONSIBILITY REGARDING THE QUALITY AND WEIGHT OF THE PRODUCT.

3.3. NOMINATION OF VESSELS. AT A DATE AGREED BETWEEN THE PARTIES BUT IN ANY EVENT PRIOR TO THE COMMENCEMENT OF LOADING, SELLER SHALL NOMINATE THE INTENDED CARRYING VESSEL(S) TO BUYER. SELLER IS ENTITLED TO SUBSTITUTE THE NOMINATION(S) PROVIDED THAT THE SUBSTITUTING VESSEL(S) COMPLIES WITH THE TERMS OF THIS CLAUSE.

3.4. DELIVERY PROCEDURE. BUYER WILL BE RESPONSIBLE FOR VERIFYING THE QUANTITY AND QUALITY OF THE PRODUCTS DELIVERED BY SELLER UPON RECEIPT. IF THE PRODUCTS DELIVERED ARE NOT IN ACCORDANCE WITH THE PURCHASE ORDER, BUYER WILL NOTIFY SELLER SO THAT THE MATTER MAY BE INVESTIGATED, DULY OBSERVING SECTION 3.3 ABOVE.

3.5. SHIPPING INCIDENTAL EXPENSES. IF, FOR SHIPMENT, SELLER NEEDS TO MAKE ANY ADVANCE PAYMENTS OF AMOUNTS FOR WHICH BUYER IS RESPONSIBLE, AN ADDITIONAL INVOICE WILL BE ISSUED IN THIS REGARD AND SENT TO BUYER FOR PAYMENT WITHIN THE MUTUALLY AGREED PERIOD ("ADDITIONAL INVOICE").

3.5.1. THE DUE DATE OF THE ADDITIONAL INVOICE SHALL BE THE SAME AS THE INVOICE RELATED TO THE PRODUCTS SHIPPED AND THE PAYMENT PROCEDURE SHALL BE THE SAME.

3.6. FORCE MAJEURE. EVENTS OF FORCE MAJEURE EITHER AT THE SHIPMENT PORT OR DESTINATION PORT AND EVERY EVENT OUTSIDE OF THE SELLER'S CONTROL SHALL SUSPEND PERFORMANCE OF THIS AGREEMENT FOR THE DURATION OF THE FORCE MAJEURE EVENT.

SECTION IV - PARTIES RESPONSIBILITIES

4.1. COMPENSATION FOR BREACHES. IN CASE OF BREACH OF THIS AGREEMENT, THE PARTIES IRREVOCABLY AND IRREVERSIBLY AGREE TO INDEMNIFY, COMPENSATE, REIMBURSE, DEFEND AND HOLD THE OTHER PARTY HARMLESS FROM AND AGAINST ANY LOSS SUFFERED OR INCURRED AS A RESULT OF SUCH BREACH, IN WHOLE OR IN PART. FOR PURPOSES OF INTERPRETATION, "LOSS" SHALL MEAN ANY DAMAGES, DISBURSEMENTS, OR LOSSES, DIRECT OR INDIRECT, MATERIAL OR MORAL, SUFFERED BY EITHER PARTY.

SECTION V - INSURANCE

5.1. INSURANCE. INSURANCE SHALL BE TAKEN OUT, OR NOT, AT THE OPTION OF THE SELLERS AND, IF TAKEN OUT, SHALL FOLLOW THE PROVISIONS OF THE STANDARD CLAUSES OF THE CONTRACTS OF THE FOSFA.



SECTION VI - TERM AND TERMINATION

6.1. **TERM.** THE PRESENT CONTRACT SHALL BE CONSIDERED IN FORCE FROM THE MOMENT OF SIGNING BY BOTH PARTIES INVOLVED AND WILL BE VALID UNTIL ALL OBLIGATIONS ARE FULLY MET.

SECTION VII - GENERAL PROVISIONS

7.1. **FOSFA.** TO THE EXTENT APPLICABLE AND INSOFAR AS NOT CONTRARY TO THE TERMS OF THIS AGREEMENT, THE PURCHASE ORDER, OR THE ACCEPTANCE OF THE PURCHASE ORDER, SAID DOCUMENTS WILL BE SUBJECT TO THE STANDARD CLAUSES OF THE CONTRACTS OF THE FEDERAL OF OILS, SEEDS AND FATS ASSOCIATION ("FOSFA").

7.2. **POWER AND AUTHORITY.** THIS AGREEMENT IS ENTERED INTO BETWEEN TWO EQUAL PARTIES, WITH NO SUPERIORITY OR ADVANTAGE FROM EITHER SIDE. THIS AGREEMENT WAS FAIRLY NEGOTIATED AND REVIEWED BY THE PARTIES AND THEIR RESPECTIVE ADVISORS. THE PARTIES ACKNOWLEDGE AND AGREE FOR ALL LEGAL PURPOSES THAT: (I) THE TERMS AND CONDITIONS SET FORTH HEREIN ARE WITHIN THEIR RESPECTIVE FINANCIAL CAPACITIES; (II) THIS AGREEMENT REFLECTS THE UNDERSTANDINGS AND AGREEMENTS BETWEEN THE PARTIES; (III) THEY HAVE FULL KNOWLEDGE OF THE TERMS, CONDITIONS, RIGHTS AND OBLIGATIONS SET FORTH HEREIN AND UNDERSTAND ALL OF THE RISKS ARISING HERE FROM.

7.3. **INDEPENDENCE OF CLAUSES.** IN CASE ANY PROVISION OR WORDING IN THIS AGREEMENT SHALL BE DEEMED INVALID, ILLEGAL OR UNENFORCEABLE, THE VALIDITY, LEGALITY, AND ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT IN ANY WAY BE AFFECTED OR IMPAIRED THEREBY.

SECTION VIII - DISPUTE RESOLUTION

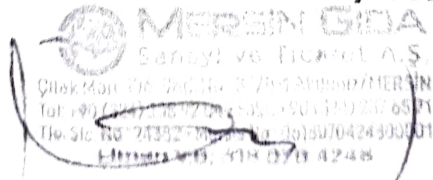
8.1. ANY AND ALL DISPUTES ARISING OUT OF OR UNDER THIS AGREEMENT OR ANY CLAIM REGARDING THE INTERPRETATION OR EXECUTION OF THIS AGREEMENT SHALL BE DETERMINED BY ARBITRATION IN ACCORDANCE WITH THE RULES OF ARBITRATION AN APPEAL OF THE FEDERATION OF OILS, SEEDS AND FATS ASSOCIATION LIMITED, IN THE EDITION CURRENT AT THE TIME OF THE REQUEST FOR ARBITRATION, EXCEPT AS THEY MAY BE MODIFIED HEREIN OR BY MUTUAL AGREEMENT OF THE PARTIES. THE ARBITRATORS SHALL NOT DECIDE BASED ON EQUITY.

8.1.1. THE ARBITRAL TRIBUNAL SHALL BE COMPRISED OF ONE (1) ARBITRATOR ("ARBITRAL COURT"), APPOINTED BY MUTUAL AGREEMENT BETWEEN THE PARTIES.

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT IN TWO COUNTERPARTS OF EQUAL CONTENT AND FORM, IN THE PRESENCE OF TWO WITNESSES, TO PRODUCE ALL ITS EFFECTS.

CANARANA-MT, 30/01/23

ATLAS AGRO COMÉRCIO E EXPORTAÇÃO DE GRÃOS S.A.



MERSİN GIDA SANAYİ VE TİCARET ANONİM ŞİRKETİ

Witnesses:

1. _____
Name: José Renato de Mattos Teixeira
ID/CPF: 501.691.718-33

2. _____
Name: _____
ID/CPF: _____