

Date: June 22, 2020

Invoice No:

Purchase Order #:

OFFICIAL PURCHASE AND SALE AGREEMENT

ENTERED INTO BETWEEN

THE SELLER

Company name: RNL Investments Group LLC

Address: 5 [REDACTED] Atlanta Georgia, USA 30312

Email address:

Duly Represented by

Nicholas Davis

Title: Director

(Hereinafter referred to as the Seller or the first party')

And

THE BUYER

Buyer's Company Name: Isidoro Ricardo Martinez Velasquez

Address: Edificio [REDACTED]

Duly represented by Mercedes Guterrez [REDACTED]

Title: Director of Operations

Email: mgutie [REDACTED]@hotmail.com

(Hereinafter referred to as the Buyer or the 'second party')

WHEREAS the first party is a Limited Liability Company duly formed under the laws and based in the State of Georgia, U.S.A, has the capacity to deliver certain specified medical related products to the Buyer in the United States of America, more particularly medical face masks as herein specified;

WHEREAS the second party is desirous to purchase medical products from the first party, particularly the medical masks mentioned;

THEREFORE the parties agree to the adherence of a legal agreement set to the prescriptions of international law and regulations, particularly those governing international trade, with special regards as to the prohibited trading goods and trade that funds terrorism and related international crimes, the parties agree to utilize the services of a Sellers Paymaster;

Henri M. Cosey Esq. who shall receive the payments for the goods from the second party, give relevant proofs of the receipt thereof and make due payment to the associated suppliers of the first party;

THEREFORE the parties furthermore agree to adhere to the principles of international trading norms and customs as well as principles; committing adherence to the principle of confidentiality whereby all information received directly or indirectly by the parties shall be treated as confidential; similarly the parties commit to the adherence of the principle of no-circumvention whereby none of the parties to this relationship shall enter into direct or indirect agreements with third parties introduced by either the first- or second party; and lastly the parties may adhere to the principle of Private Arbitration whereby any and all disputes arising out of the agreement shall be referred to private arbitration at American Arbitration Association.

Summary: This contract is made between the Buyer and the Seller, whereby the Buyer agrees to buy, and the Seller agrees to sell the under mentioned goods on the terms and conditions stated below.

DEFINITIONS:

1. COMMODITY:

Referred to as **N95 1860 3M MASK** elsewhere in this Contract also referred to as "Product" which

2. ORIGIN:

3M Products shipped from and/or any official approved 3M manufacturer and/or distributor.

3. INDEPENDENT SURVEYOR: The Company agreed by both the buyer and the seller to inspect the quality of the product before they are shipped and at destination port shall be performed by SGS.

4. CIF (airfreight):

This means that the Seller shall bear for the Product, Cost, Insurance and Freight with the Product safely and in good order delivered to designated airport – **FOB Ecuador**.

4.1 Summary of process and general information

4.1.1 After confirmation of order and deposit payment is received.

4.1.2 For 2,000,000 pieces of the N95 Masks, it will take 7-10 days from the day the deposit payment is received, to be delivered by air cargo, as per ADDENDUM 1

4.1.3. The best price offered and accepted, is \$3.80 USD per piece.

WHEREAS:

The parties mutually desire to execute this Contract which shall be binding upon, and to the benefit of, the parties, the successors and assigns, in accordance with the jurisdictional law of the negotiated and fully executed Contract with terms and provisions hereunder agreed upon.

CLAUSE 1 - SCOPE OF THE CONTRACT

1. Seller and Buyer execute this Contract under full corporate authority and responsibility respectively represent that the Seller is a lawful supplier of the commodity, in quantity and quality as hereunder specified, and the Buyer has the full capability to purchase the said commodity

CLAUSE 2 – COMMODITY

N95 1860 3M MASK will meet the contractual minimum guaranteed specifications as per 3M 1860 N95 standard specification.

3. CLAUSE 3 – QUANTITY

Order quantity: 2,000,000 PIECES (**ONE MILLION PIECES**)

Rolls and Extensions, may be available.

CLAUSE 4 – QUALITY

For the full duration of this Contract, the Seller guarantees that the quality of the product sold will confirm to the Buyer's requested specifications per 3M 1860 N95 standard specification and as specified in the Corporate Invoice

CLAUSE 5 – PRICE

5.1 The price in USD is as follows:

5.1.1 BUYER AND SELLER AGREES THAT THE PRICE FOR THE PRODUCT WILL BE AS FOLLOWS:

5.1.1.1 N95 1860 3M MASK AT US \$3.15 PER PIECE

5.1.1.2 TOTAL CONTRACT VALUE: 2,000,000 PIECES X US \$3.80 = US \$7,600,000.00 (SEVEN MILLION SIX HUNDRED THOUSAND U.S DOLLARS ONLY)

5.1.1.3 Payment shall be made in IN U.S DOLLARS.

CLAUSE 6 – DELIVERY TIME

6.1 FIRST delivery in the quantity of 2,000,000 masks will be made on or about 10 days upon confirmation of Buyer's deposit in Trust of the Deposit and payments as identified in Clause 7 herein.

CLAUSE 7 – PAYMENT TERMS

7.1 All payments to be made into the Escrow Account at Barclay's Bank as more fully described in Clause 15.1 hereof.

7.2. The full contract value, is the sum of US \$7,600,000.00 which will be received by the Seller in the following manner:

7.2.1 For each tranche, 100% (one hundred) percent of that tranche's contract value, under the Purchase Agreement to be deposited in the /Escrow account of Seller's designated Paymaster as Identified in Clause 15.1, in consideration against the Corporate Invoice.

7.2.2 Withdrawals of funds from the Seller's designated Paymaster Trust/Escrow account and payment of the remaining balance of funds due to Seller, shall be effectuated as follows:

7.2.3 100% (One Hundred percent) of the contracted price per mask for the first shipment of 2,000,000 masks shall be authorized to be withdrawn immediately (\$7,600,000.00) shall be authorized to be withdrawn to the Seller's Paymaster identified in Clause 15.1 by the Buyer, upon presentation, to the Buyer and approval of the shipment by SGS which shall issue a report approving the 3M-1860-N95 masks being shipped and arrived at the Buyer's destination port.

7.3. THE SELLER IS RESPONSIBLE FOR ANY OF THE TAXES, CLEARANCE ON THE GOODS. TO THE DESTINATION PORT NOT THE BUYER. BUYER IS ONLY RESPONSIBLE TO PICK UP THE GOODS AFTER CLEARANCE. THAT IS TO BE ARRANGED BETWEEN THE SELLER AND THE BUYER SELLER AGREED THE PORT IS UTAH OR ANY OTHER PORTS THE SELLER WILL SHIP BUT THE BUYERS RESPONSIBILITY TO CLEAR THE GOODS.

7.4. Buyer to deposit funds to nominated international paymaster's account, as indicated in Clause 15.1 hereof, with Proof of Payment (wire receipt) immediately sent to the nominated Paymaster and the named representative of the Selling Company (first party); upon receipt of funds the Seller's Paymaster shall immediately notify all the parties to this agreement, the receipt of payment and give proof thereof.

7.5 The contact and verification details of aforementioned-mentioned

7.6 Commissions will be addressed in a separate agreement executed by the Seller and the Intermediaries.

CLAUSE 8 – SHIPPING DOCUMENTS FOR EACH SHIPMENT

8.1 Shipping Documents shall include the following:

- (a) Original certificate of quality issued by an Independent surveyor
- (b) Original certificate of quantity issued by an Independent surveyor
- (c) Original certificate of origin.
- (d) 3/3 Clean Original Ocean Bill of Lading
- (e) Original Commercial Invoice
- (f) Packing list

CLAUSE 9 – PACKING

9.1 The buyer and seller agree that the commodities will be packed 20 (TWENTY) PIECES PER BOX by 6 Boxes per Case (120 Units per case).

CLAUSE 10 – DELIVERY

- 10.1 The Seller warrants performing delivery of the transacted Commodity with product shipped on CIF Basis – TBP AIRPORT Ecuador (Buyer’s Shipping Destination).

CLAUSE 11 - INSPECTION – QUANTITY & QUALITY DETERMINATION

- 11.1 Inspection shall be performed by an accredited Independent surveyor, SGS, at loading point and destination point for conformity of goods to this Agreement.,

CLAUSE 12 - LIABILITY EXEMPTIONS/FORCE MAJEURE

- 12.1 No party shall be liable for damage caused by events beyond the reasonable control of the party, including but not limited to fire, explosion, flood, power failure, disruptions of telecommunications or other casualty accident, earthquake, landslide, hurricane or other natural disaster, acts of war, blockade, boycott, strike, lockout, existing or future legislation or regulation or any action of any authority.
- 12.2 This reservation applies even if the party itself is the object of the strike, lockout, blockade or boycott in question, or it adopts such measures.

CLAUSE 13 - APPLICABLE LAW AND DISPUTE RESOLUTION

- 13.1 All disputes which may arise out of this agreement or in connection therewith, including disputes concerning the validity of this agreement, shall be finally settled under the Rules of Arbitration and Conciliation of the American Arbitration Association or similar organization as the parties may agree, by three arbitrators appointed in accordance with the Rules. The arbitration award shall be final and binding for both parties. The arbitration shall take place in the United States at such place as the parties may mutually agree at the time.
- 13.2 With respect to the arbitration procedure the Rules of the American Arbitration Association shall apply.
- 13.3 The court of arbitration shall decide on the costs of the procedure which have to be borne by the unsuccessful party including the fee of the lawyer of the successful party.
- 13.4 The arbitration shall be held in the English language.
- 13.5 This Agreement has been executed in two counterparts in the USA on the day and the year first written above.

CLAUSE 14 – SELLERS LEGAL NAME AND ADDRESS

RNL Investment Group LLC 540 Humphries Street SW, Atlanta Georgia, USA 30312

CLAUSE 15 – BUYERS NAME AND ADDRESS

Ricardo Martinez Velaquez

15.1 - SELLERS BANKING DETAILS

Ref Clause 7.2.1

CONTACT DETAILS:	RNL Investment Group
FIDUCIARY:	Euro Funding Ltd.
BANK NAME:	Barclays Bank London
BANK ADDRESS :	
ACCOUNT NAME:	RNL Investment Group
IBAN NUMBER :	GB40 BUKB 209868 23906108
ACCOUNT NUMBER	239 [REDACTED]
SORT CODE	20-98-68
BANK OFFICER	
BANK TELEPHONE	
SPECIAL INSTRUCTIONS	Pre-Advice of Payment to Trust Account-
	THE S.W.I.F.T. OR CLEAR STREAM TEXT MESSAGE COVERING ALL REMITTANCES SHALL CLEARLY STATE
	THE FOLLOWING: "CLEAN, CLEARED, LIEN FREE, AND UNENCUMBERED FUNDS, EARNED FROM CONSULTING
	FEEES ON COMMERCIAL ENTERPRISES OF NON-CRIMINAL AND NON-TERRORIST ORIGINS." "SAME DAY TRANSFER FOR IMMEDIATE CREDIT."

15.2 - BUYERS BANKING DETAILS

TBP

periodismo de
INVESTIGACIÓN

CLAUSE 16 – CONCLUSION-SIGNATURES

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective hands the day and year first written above in this Contract.

SELLER: RNL Investments Group LLC

SIGNATURE & COMPANY SEAL:

BUYER: Ricardo Martinez Velasquez

SIGNATURE & COMPANY SEAL:

