

# Cacao Bean Exchange

## Sales Agreement

for

## Puerto Rican Cacao Beans

This Sales Agreement (the "Agreement") sets out the terms and conditions, pursuant to which Hacienda JeanMarie LLC, (the "seller"), offers cacao beans. In this Agreement, "Buyer", "you", or "your" (or similar) refer to the Buyer, and "we", "us" or "our" (or similar) refer to Hacienda JeanMarie LLC. All references to this "Agreement" include these terms and conditions.

BY AGREEING TO THIS AGREEMENT, YOU EXPRESSLY AGREE TO ALL ITS TERMS AND ANY OTHER AGREEMENTS OR TERMS INCORPORATED INTO IT. YOU WILL BE LEGALLY BOUND BY THIS AGREEMENT AND ALL ITS TERMS BY SIGNING THIS AGREEMENT BELOW THIS AGREEMENT IS A LEGAL AGREEMENT AND IT IS IMPORTANT THAT YOU CAREFULLY READ AND UNDERSTAND ITS TERMS BEFORE AGREEING TO IT. IF YOU HAVE ANY QUESTIONS, YOU SHOULD CONTACT [GREENACRES@NEXUSMARKETS.IO](mailto:GREENACRES@NEXUSMARKETS.IO) AND/OR SEEK INDEPENDENT ADVICE.

### **1. TERMS OF SALE**

- 1.1 To enter into this Agreement, you acknowledge and certify that you are at least eighteen (18) years old, and if a corporation, that it is in good standing in the jurisdiction where registered or otherwise be legally permitted to transact in accordance with the corporation's bylaws, resolutions, or operating agreements, if applicable, and in compliance with the terms and conditions of this Agreement and Applicable Law. The term "Applicable Law" includes all federal securities laws and regulations, the applicable laws and regulations of the Commonwealth of Puerto Rico and any state or country jurisdiction, regulations, if any, where transactions are executed. You understand and agree that you are buying and transacting as a principal on the Cacao Bean Exchange (CBX), and that all transactions are on a principal-to-principal basis.
- 1.2 Except as expressly provided below, you are solely responsible for all sales entered into and agree that all orders entered by you (or on your behalf) are based on your own decisions, and that you are solely responsible for them.
- 1.3 The actual delivery of title takes place on a Delivery Versus Payment ("DVP") basis.

## Cacao Bean Exchange

- 1.4 The actual delivery of title takes place on a Delivery Verse Payment ("DVP") basis.
- 1.5 The actual delivery of title takes place on a Delivery Verse Payment ("DVP") basis.
- 1.6 You agree to buy (\_\_\_\_\_) pounds (lbs) of the cacao bean described in the Annex at a price of \_\_\_\_\_dollars (US \$ \_\_\_\_\_) per lb., for a total price of US US \$\_\_\_\_\_ (the "Purchase Price").
- 1.7 The cacao beans purchased shall remain in a warehousing facility with similar or comparable dimensions and qualities as the one described in Annex 1 free of charge for 30 days until shipping arrangements and instructions are made. After 30 days warehousing fees for future deliveries of twenty dollars (US \$10) per 66 lb. bag per month will accrue.
- 1.8 The Seller agrees to maintain an insurance policy that, in the event of a loss, covers the cost of the cacao beans in the Seller's warehouse.

### 2. SHIPPING TERMS

- 2.1 This sale shall be made on the Cacao Bean Exchange ("CBX") on an ex-works price basis. Shipping may be arranged directly by the Buyer or by CBX
- 2.2 Buyer must sell cacao beans within 90 days of the Seller and Purchaser defaulting. In the event that the cacao beans are not sold Buy may take physical delivery or accept a bid from CBX which shall not be less than the original Sale price.

### 3. INDEMNIFICATION

- 3.1 You hereby indemnify and agree to defend and hold harmless CBX, each of their respective affiliates, directors, officers, employees, agents, independent contractors, consultants, attorneys, advisors, equity holders, members, managers, partners, successors, estates and assignees (each, an "Indemnified Party") against any loss, suit, claim, proceeding, award, judgment, settlement, cost, liability, damage or expense (including attorneys', accountants' and advisors' fees and expenses and any expenses incurred in investigating or defending any such loss or threatened loss), arising out of or in connection with:
  - a. Any breach of any material term hereof,
  - b. Any fraud, gross negligence, willful misconduct, bad faith or unlawful activity by or on behalf of you affecting any Indemnified Party.
  - c. Any loss, including but not limited to, special, indirect, incidental, consequential, punitive or exemplary, including but not limited to, lost profits, trading losses, or

## Cacao Bean Exchange

damages, resulting from a cause over Indemnified Parties do not have direct control. These include, but are not limited to, mechanical equipment failure, unauthorized access, theft, operator errors, government restrictions, *Force Majeure*, market data availability or quality, exchange rulings or suspension of trading.

3.2 For purposes of this agreement, *Force Majeure* is defined in this Agreement as a failure or delay in the performance of a required obligation caused by an event beyond the control of the Seller and Repurchaser or the Indemnified Parties, of an unpredictable or inevitable nature that prevents them from fulfilling their contractual obligations. These events include, but are not limited to, acts of God, strike, riot, fire, flood, hurricanes, and other natural disasters.

### **4. FEES AND CHARGES**

- 4.1 The Seller pays an exchange fee of 1.5% of the gross sale proceeds to CBX.
- 4.2 The Buyer pays shipping and insurance once the cacao beans leave the warehouse.
- 4.3 The Buyer agrees to pay all applicable federal, state, local, foreign taxes, import tariffs and shipping costs resulting from this transaction.

### **5. GOVERNING LAW AND VENUE**

5.1 This Agreement and all transactions made in your Account shall be governed by the laws of the Commonwealth of Puerto Rico, except to the extent that they are preempted by US federal laws or regulations.

5.2 The venue for all claims arising out of or relating to this Agreement will be the Commonwealth of Puerto Rico's Court of First Instance in San Juan. Each party agrees not to assert, by way of motion, as a defense or otherwise, in any such claim, that it is not subject personally to the jurisdiction of such court that the claim is brought in an inconvenient forum, that the venue of the claim is improper or that this agreement or the subject matter hereof may not be enforced in or by such court. Each party further irrevocably submits to the jurisdiction of such courts in any such claim. All services of process and any other notices in any such claim shall be effective against any party if given personally or by registered or certified mail, return receipt requested, or by any other means of mail that require a signed receipt, postage prepaid, mailed to such party as permitted by law.

## **Cacao Bean Exchange**

**5.3** If any legal action or proceeding is initiated, the prevailing party shall be entitled to all attorney fees, court costs, and expenses in addition to any other relief to which such prevailing party may be entitled.

### **6. SEVERABILITY**

**6.1** If any word, phrase, sentence, incise, article, subsection, section, clause, topic or part of this contract is challenged for any reason before any Tribunal and is declared unconstitutional or void, said sentence will not affect, undermine or invalidate the remaining dispositions and parts of this agreement. The effect of the Tribunal's sentence or resolution over this agreement will be limited to the declared word, phrase, sentence, incise, article, subsection, section, clause, topic or part and the nullification or invalidity of any word, phrase, sentence, incise, article, subsection, section, clause, topic or part in no specific case shall affect or harm in any way its application or validity in any other cases, except when it is expressly and specifically invalidated for all cases.

### **7. HEADINGS AND INTERPRETATION**

**7.1** The titles or headings of all sections, clauses and paragraphs in this agreement are exclusively for the parties' convenience and cannot be used to explain, modify, simplify or help in the interpretation of the contract's terms.

**7.2** For purposes of this Agreement, whenever the context requires a singular number will include the plural and vice versa; the masculine gender will include both feminine and neutral genders; the feminine gender will include both masculine and neutral genders; and the neutral gender will include both masculine and feminine genders.

**7.3** As used in this Agreement, the words "include" and "including" and variations thereof will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation" when not expressly written.

**7.4** All references in this Agreement to "Articles," "Schedules," "Sections" and "Exhibits" are intended to refer to Articles, Schedules, Sections and Exhibits to this Agreement, except as otherwise indicated.

**7.5** None of the sections of this Contract will be deemed as waived or renounced unless there is a written document signed by both parties acknowledging the waiver or resignation.

**7.6** The fact that one or both parties do not request the other to comply with a section of this contract on one (1) occasion does not constitute a waiver of their right to

## Cacao Bean Exchange

enforce this section, or any other, section on a subsequent occasion.

**Accepted and Agreed:** You acknowledge that you have read the preceding terms and conditions of this Agreement, that you understand them and that you hereby manifest your assent to, and your agreement to comply with, those terms and conditions by accepting this Agreement.

**Buyer** \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

**Seller** \_\_\_\_\_

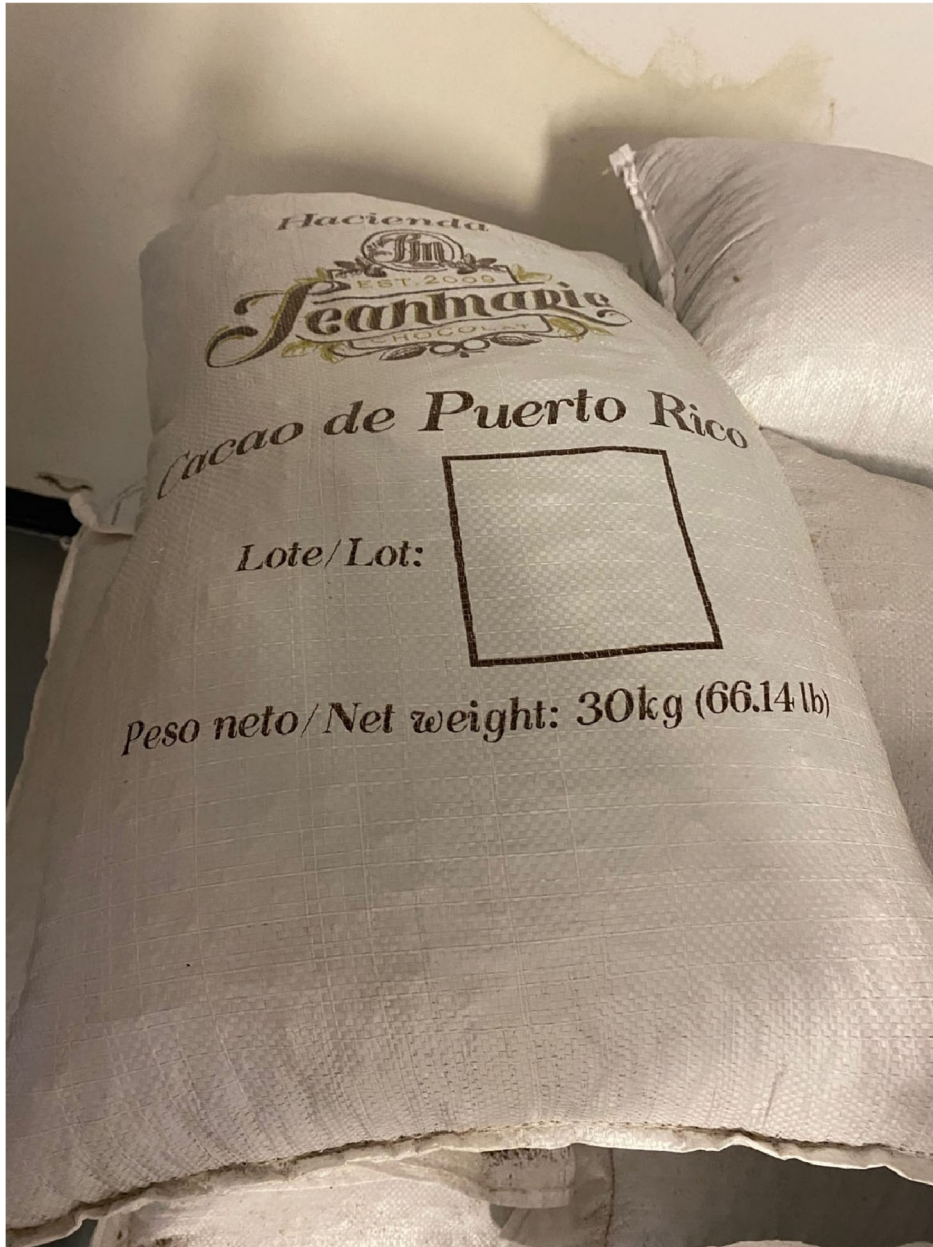
Name: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

## Cacao Bean Exchange

### ANNEX 1 Seller and Repurchaser's Product



### Origin Of Cacao Beans

Grown at Hacienda JeanMarie and other local farms all from the same clones. The genetics is composed of approximately 90% Trinاريو, 5% Criollo, and 5% Forastero/ Amelonado. These varietals are a mix of ancient genetic remnants from Venezuela, present in Puerto Rico and about ten (10) locally developed clones from the USDA Tropical Agroforestry Research Station in Mayaguez and other grafted clones developed by Hacienda JeanMarie. Fermented in traditional wooden boxes and sun dried.

# Cacao Bean Exchange



## Cacao Bean Exchange

### Warehouse Facilities

The warehouse where the cacao beans are stored should be maintained on a continuing basis in accordance with these standards:

1. The warehouse should be weather tight and rodent proof as to roof, walls, doors and windows. Any hole or opening that allows access to weather, rodents, or birds must be sealed. Floors must be free of cracks, seep holes, and crevices. Holes that are screened are considered rodent proof.
2. The warehouse shall comply with all applicable federal, state and local laws, including any relevant fire regulations and have sufficient floor load limits.
3. The warehouse should be properly ventilated to the outside. Proper ventilation may include screened openings positioned to allow ventilation using prevailing winds. Windows, ventilators or other ventilating openings should be screened at all times.
4. The warehouse should have (and the warehouse should maintain) enough material handling devices (e.g., forklift trucks, elevators, etc.), which are operable and available to perform the warehouse's duties in an orderly and efficient fashion.
5. The warehouse should be free of leaking pipes.
6. The warehouse should have signs clearly visible in all toilets, requiring employees to wash hands after use of the toilet facilities.
7. The warehouse should have signs, clearly visible at all entrances, prohibiting smoking, eating or drinking in the warehouse except in designated areas which are closed off and separated from the storage areas.
8. The warehouse should have signs or postings, clearly visible throughout the warehouse, marking storage locations within the building.
9. The warehouse should have a fire and theft deterrent alarm system connected to a central monitoring service such as the fire department.
10. The warehouse should be inspected on at least a monthly basis so that the walls, ceiling, overhead pipes, and beams should be maintained reasonably free of cobwebs, accumulated dirt, dust, excrete, loose foreign matter, peeling paint or damaged insulation.
11. The warehouse should maintain outside areas free of conditions, which may result in buildup of pest problems, all outside loading and unloading areas as well as the grounds around the warehouse. These conditions include, but are not limited to:
  - a. Litter and waste should be secured in containers with tight fitting covers.
  - b. Uncut vegetation (higher than four inches within the property line and up to thirty feet perimeter).
  - c. Improper or inadequate drainage.



## Cacao Bean Exchange

12. Cacao beans should be stored on pallets that provide a minimum of four (4) inches distance from the floor. In no event should any cacao bag touch the floor or overhang the edge of a pallet more than four (4) inches.
13. The pallets, including those stored for future use, must be kept clean and in good condition. Before each use, pallets should be cleaned of all foreign matter, including but not limited to, dirt, dead or live insects, pupal cases, webbing, etc.
14. Cacao beans should be stored at a minimum of twenty-four (24) inches from the ceiling and a minimum of eighteen (18) inches below any sprinkler head.
15. All cacao bags entering the warehouse should be kept clean and free from all foreign matter that could be detrimental to the delivery of the cacao contained therein. The owner of the cacao should be responsible for the cleaning or re-conditioning of cacao bags entering the warehouse.
16. The warehouse should be responsible to the owner for maintaining cacao bags while stored in the warehouse. The warehouse should keep stored bags and beans clean, undamaged and free from any and all foreign matter (including but not limited to dirt, bird droppings, dead or live insects, pupal cases, webbing) that could be detrimental to the delivery of the cacao. The warehouse should conduct a weekly inspection of each lot to determine its condition. The warehouse should take all necessary precautions to prevent contamination/ infestation of the bags. The warehouse should prepare and maintain a log documenting that the weekly inspections are conducted. The log should contain, but should not be limited to, the following information: the location of the warehouse, the date the inspection was conducted, the name of the individual conducting the inspection and any findings that require the warehouse to perform maintenance work on the bags and the lot numbers of the bags that require such work.
17. The warehouse should maintain a written pest control program available for evaluation.
18. No ingredient used for pest or rodent control should be used in such a manner or in such a place as to contaminate the cacao.
19. The warehouse should remove from the area in or around the storage facility such known bird attractions as grains, foods and similar material.
20. Rodent control programs should take into consideration the exterior as well as the interior conditions of the warehouse.
21. Bait is to be used only on the exterior. The bait used in the warehouse should be safe and effective. Only anticoagulant poisons or their equivalent in effectiveness and safety should be used in enclosed bait stations, with no bait being used inside the warehouse.
22. The warehouse should ensure pesticides (insecticides, rodenticide, avicides, etc.) used in the warehouse pest control program are registered with the appropriate government

## Cacao Bean Exchange

- 23.** agencies and used in the appropriate manner in accordance with approved label directions. Rodent tracking dust should not be used in the warehouse. If required by law, applicators are to be certified, and application must be performed in such a manner as not to damage the cacao beans.
- 24.** One warehouse employee should be assigned as key contract person on pest control issues and procedures.
- 25.** The warehouse should store the cacao beans separate from other cargo that may adversely affect the beans, such as chemicals, high risk fire materials and odorous products.
- 26.** No odorous products or things may be stored in such manner or place as to enable the odor to be imparted to the cacao. The odor from any odorous product or thing must not be discernible within the cacao bean storage area. No cacao beans should be stored in any area where such foreign odors prevail or where hazardous or high fire risk materials are stored.