Dear Client,

Thank you for your interested to enter our registration and verification.

This step is very necessary to beware of any fraud. If you are not able to

verify the memorandum of understanding below, then we cannot accept

you as a genuine client.

**MOU**

(Memorandum of understanding)

This Memorandum of Understanding is made for Nitrile Gloves by and between:

**1/ Details Buyer Party 1:**

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Passport No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nationality: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2/ Details Seller Party 2:**

Company Name: Ikue Consulting Co. Ltd.

Company Address: 888, Room A 113, 1st Floor,

The Coast Village, Sukhumvit Road,

Bang Na Tai Sub-district, Bang Na District,

Bangkok 10260 Thailand

Passport No.: C4KTRWXN3

Nationality: German

Email: info@ikueconsulting.com

Phone: +66 825 786 945

**Party 1 Buyer:**

I /We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(full name or company name) with passport No. / company registration No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby confirm that I/We have carefully and conscientiously checked all information regarding my/our offer to purchase Nitrile Gloves and hereby accept with full responsibility that there are no fraud or incorrect information’s.

**Party 2 Seller:**

We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_company Reg. No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby state and represent that we confirm with full legal and corporate responsibility under penalty of perjury that we can provide and deliver the requested products on behalf of our supplier`s.

As all undersigned have agreed to proceed and will be entering into a Sales or Purchase Agreement and

after referred to as “SPA”, the parties have agreed and entered into this Memorandum of Understanding

in which all terms and condition related to Sell or Purchase of Nitrile Gloves are finalized and mutually

agreed as per details as follows:

**4/ Fees & Penalty:**

* Processing fee for paying the costs for Escrow / LC or TT payment conditions. Payment to be release

after the bank has confirmed in writing that they have been received the payment conditions.

* **If the SELLER or BUYER not continue within 3 days with the procedure to close the deal, a penalty of 10% of the**

**total ICPO amount has to be payed to the SELLER or BUYER and 5% to Ikue Consulting.**

Why this MOU and penalty is a part of our procedure? In the past, BUYER`S have sent ICPO and SELLER´S and they not

go further with the procedure. We have lost our credibility including our supplier, plus our Client and the commission.

**5/ Procedure:**

1. Both parties sign MOU for the credibility of both parties
2. SELLER will provide NCNDA and IMFPA to the intermediaries
3. BUYER send his LOI
4. The BUYER due diligence together with our JV partner though both lawyer´s
5. Ikue Consulting will provide SCO to the BUYER
6. BUYER provide ICPO and LOA
7. Ikue Consulting hands over the LOI / ICPO / LOA to the SELLER and the SELLER takes on further responsibility.
8. SELLER provide FCO to advice the BUYER to enter in the final SPA
9. BUYER sign the FCO within 1 day for acceptance and returns it to the SELLER
10. Within max 1 days the BUYER provides his POF a BCL lawyer to lawyer.
11. SELLER, BUYER, FACTORY and the logistic company enter the negotiation for details of the SPA
12. SELLER, BUYER, FACTORY and the logistic company confirm the details and sign the SPA

- After verification of the POF, the SELLER will send POL live stock video or SGS report or a video

from inside the factory/warehouse

- SELLER will share documentation of the business relationship of SELLER and FACTORY

- The FACTORY and the logistic company will provide the delivery schedule to the BUYER.

1. After signed SPA, the BUYER shall open his payment instruments L/C or Escrow or MT103 blocked funds direct to the SELLER
2. Upon of the confirmation of the BUYER`S payment instruments L/C or Escrow or MT103 blocked funds to the SELLER, the BUYER shall release the down payment to the FACTORY and the FACTORY will start the production and send the goods to his port of origin or in case of CIF to the BUYER`S nominated destination, regarding the delivery schedule. In case of available stock, the SELLER will send the goods regarding delivery schedule to the Sellers port of origin or in case of CIF to the BUYER`S nominated destination.
3. After BUYER receive the goods at the SELLER`S port of origin or his nominated destination, the BUYER shall confirm the delivery of the goods and release the remaining funds to the SELLER and take over the responsibility of the goods

**6/ IN WITNESS WHERE OF:**

The Undersigned have read this document carefully and thoroughly and have initialed all pages of this Memorandum of Understanding for the transaction aforesaid, and fully understand of all terms and conditions contained herein, and agree that its execution constitutes an acceptance of all of its mutually protective covenants, terms and conditions herein.

**7/ Signatories:**

**Party 1)** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Party 2)** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Buyer** (Signature/ Date / Stamp) **Seller** (Signature/ Date / Stamp)

**8/ Appendix:**

1. Copy passport Seller
2. Copy passport Buyer
3. Copy passport Consultants
4. Copy Company registration Seller
5. Copy Company registration Buyer
6. Copy Company registration Consultants

**Copy Passport Seller Party 1**

Copy Company Registration **Seller** Party 1

Copy Passport **Buyer** Party 2

Copy Company Registration **Buyer** Party 2

Copy Passport **Consultants** Party 2

Copy Company Registration **Consultants** Party 2

**END OF MOU**

(Note: This document is strictly forbidden to disclose to Public)