

Commodity Trading Agreement

Trading Agreement Number: (IS2503 + Customer Code + Serial Number)

Party A: Unilink Commodities Trading Platform DMCC (referred to as "Unilink")

Party B:

Party A is a platform for international commodity trading and supply chain services, while Party B is a producer, trader, or user of sulphur and related chemical raw materials. Party B conducts offshore buying and selling activities for related bulk raw materials through Party A.

To ensure the smooth participation of Party B in the trading of international sulphur with CNY pricing and settled in CNY, both parties sign the "Unilink Commodities Trading Platform DMCC Supply Chain Service System Usage Agreement" within Party A's supply chain service system and further establish this Commodity Trading Agreement to clarify the responsibilities and obligations of both parties in international sulphur trading transactions.

The signing of this agreement by both parties is deemed as Party A accepting the buying/selling authorizations submitted by Party B through Party A's supply chain service system, in order to conduct international sulphur trading transactions.

After mutual consultation, Party A and Party B signed this Commodity Trading Agreement on [date] within Party A's supply chain service system and reached the following terms:

1. Basic requirements and delivery period

Product Name	International Sulphur
Delivery Period	2025-03-01 to 2025-03-31
Trading Deadline	2025-03-28
Last Delivery Day	2025-03-31
Packing	Bags/Bulk (Refer to appendix 1 for premium/discount)
Container Dimensions	20GP/40GP (Refer to appendix 1 for premium/discount.)
Quality & Packing Requirements and Premiums/Discounts	Sulphur content \geq 99.5%. For details, please refer to appendix 1
Origin	Major sulphur-producing countries in the Middle East, Central Asia, and other regions.

Delivery Location	Nanjing Port, China (Code: CNNJI)
Delivery Tolerance	± 8%
Weight Tolerance	± 0.3%
Measurement method:	Weighing. The net weight of the goods shall prevail.
Quotation and Settlement Currency	CNY
Time Zone	Dubai Time (GMT+4)
Trading Unit	1 MT
Delivery Unit	25MT
Minimum Delivery Quantity of Sellers	250MT
Max. Order Quantity, Single Client	50000 MT
Max. Order Quantity, Sum of All Clients	500000 MT
Fees	Information service fee (refer to Party A's website for a detailed fee schedule).

2. Trading Hours

(1) The trading hours under this agreement shall comply with Party A's trading time.

(2) The specific buying and selling hours for the goods shall be publicly disclosed on Party A's website and authorized websites.

3. Commodity Prices and Service Fees

(1) Party B shall establish buying and selling orders with Party A through the trading electronic system to determine the specific CIF price of the goods. Party B has the right to continue buying from or selling to Party A before the final delivery date, and both parties may enter into multiple orders under this contract to determine the total contract quantity and amount.

The status of orders under this contract is summarized as follows:

Summary of Buying and Selling Execution					
Order	Buy/Sell	Delivery	Price	Order	Total Order

Number		Requirements		Quantity	Amount

(2) The price range quoted by Party A or applied for by Party B is $\pm 12\%$ of the average price of the previous trading day, with a minimum price fluctuation of 5 yuan per ton. Party A will no longer provide new buying/selling quotations, nor accept new buying or selling applications from Party B after the trading deadline.

(3) Goods Payment Amount:

(The established price of the goods (CIF price) + premium/discount) \times net weight of the actual delivered goods

(4) Party A charges a trading information service fee of 1 yuan per MT and a delivery information service fee of 1 yuan per MT. Additionally, Party A provides other services such as processing and inspection according to Party B's actual needs and requests. The service fee standard shall be separately announced by Party A in accordance with the terms of the "Unilink Supply Chain Service System Usage Agreement".

4. Payment of Funds

Party B shall pay the guarantee, PNL amount, goods payment and service fees to Party A in accordance with the agreement of the 'Unilink Supply Chain Service System Usage Agreement'. The settlement method, payment requirements, and other guarantee methods shall be executed in accordance with the provisions of the 'Unilink Supply Chain Service System Usage Agreement'.

1. If Party B is a Seller, when entering a trade before 2025-02-14, a 10% guarantee needs be paid. After 2025-02-14(with an extension in case of holidays), Party B needs to pay 20% of the guarantee.

If Party A received original BL physically, or telex release BL has been sent to Party A, Party B can request to change cash guarantee to inventory guarantee to refund the correspond cash amount.

If Party B is a buyer, when entering a trade before 2025-02-14, a 10% guarantee needs be paid. After 2025-02-14(with an extension in case of holidays), Party B needs to pay 20% of the guarantee. Prior to five days before the trading deadline, 40% of the payment needs be made to Party A, and the full payment shall be made prior to three days before the trading deadline.

2. Market price fluctuations can cause changes in the market value of orders in the customer's account. If this results in Party B's deposit being insufficient, Party B must promptly top up the deposit as required.

3. When the magnitude of market price fluctuations increases, Party A has the right to adjust the deposit ratio according to the risk situation to manage market risk.

4. Currency-related issues for settlement:

① Party A uses CNY for quotation and settlement, meaning that deposits, goods payments, and all related fees are calculated and settled in CNY.

② The deposit provided by Party B for trading transactions may be in CNY, USD, or AED and others.

③ If Party B uses a non-CNY currency for the deposit, Party A will calculate an equivalent CNY allowance based on the exchange rate on that day and will freeze the corresponding amount in the original currency. This allowance can only be used for deposit payments and cannot be used for settling goods payments, or other fees, and is not allowed to be withdrawn. Party A reserves the right to adjust this CNY allowance according to the latest exchange rate. If such an adjustment causes Party B's deposit to fall below the required level, Party B must promptly top it up as instructed by Party A.

④ All payments for goods, contract modifications, and fees must be settled in CNY. If the settlement outcome indicates that Party B needs to make payment to Party A, they must pay Party A in CNY to settle the corresponding amounts. If the settlement outcome indicates that Party A needs to pay Party B, Party A will pay Party B in CNY.

5. Delivery and Inspection of Goods

1. Within the delivery period, both parties may specify the details of goods to be delivered and agree on specific delivery time of the goods. Goods delivery may be conducted in batches until all orders under this contract are delivered.

If Party B is a **seller**, the specific delivery, inspection process, and payment settlement method are as follows:

(1) Party B shall prepare the goods to be delivered in advance, handle the export customs

clearance procedures for the goods, select the shipping company or freight forwarder, and pay the ocean freight and related shipping insurance fees.

(2) After the vessel of Party B departs from the port of shipment, Party B shall notify Party A of the origin of the goods, quantity of goods, loading port, date of departure, and shipping vessel information via email. If Party B's order is filled after the date of departure, Party B shall notify Party A of the above information within 24 hours after the filling of the order.

(3) Party B shall ensure that the actual quantity of goods shipped corresponds to the quantity of sales orders for the respective delivery period. If the quantity of orders exceeds the actual quantity shipped, Party A reserves the right to unilaterally adjust (reduce) the contract order quantity accordingly. If the actual quantity shipped exceeds the quantity of orders, Party B shall make up the shortfall in orders before the trading deadline and five business days before the goods arrive at the port of delivery (referred to as the "discharge port"). Otherwise, the excess shipment shall be the responsibility of Party B and Party A shall not be liable for it.

(4) Party B shall notify the port and Party A via email of the port and the vessel name, deadweight tonnage of the vessel and expected arrival date 10 days before the vessel's expected arrival at the discharge port. Party B shall also provide notifications via email to the port and Party A regarding the vessel's expected arrival time at the discharge port 3 days, 48 hours, and 24 hours before the vessel's expected arrival. This is to ensure that relevant parties can prepare for unloading. Even if sales orders are executed after the mentioned times, Party B shall still notify the above information before the mentioned times.

(5) Party B shall mail the original bill of lading to Party A, or send the telex release BL and other documents (via mail) to Party A before 2025-02-14, including:

1. Packing list/shipping notice
2. Quality certificate
3. Commercial invoice
4. Certificate of origin
5. Shipping insurance
6. Declaration elements

7. Draft Survey report (Apply to bulk vessel)

8. Scan of original mate's receipt, Cargo manifest and Notice of Readiness (Apply to bulk vessel)

If sales orders are filled after 2025-02-14 Party B shall submit the above documents within 72 hours after the filling of the order.

The latest date that the above documents must arrive is 6 trading days before the trading deadline.

From 5 trading days before the trading deadline, Party B shall provide the original bill of lading previously submitted to Party A when making a selling order. If Party B fails to comply with the above requirements, Party A reserves the right to unilaterally adjust the quantity of orders with Party B.

(6) Party B shall ensure that the goods arrive at the discharge port (Nanjing Port) between 2025/3/1 and 2025/3/31, and the goods arriving at the port must meet Party A's sulphur delivery standards. Failure to deliver the goods on time or failure to meet Party A's delivery standards constitutes a breach of contract by Party B.

(7) After the goods arrive at the discharge port, it shall be inspected at the port according to Party A's delivery standards. If the goods delivered match the submitted documents, the grade and actual quantity of the goods shall be recorded in the delivery voucher (please refer to appendix 1) after the port inspection. Party A will determine the premium/discount based on the grade of the goods and calculate the payment amount based on the premium/discount and the actual delivery quantity. If the goods delivered by Party B fully meet Party A's delivery standards, Party A will make payment to Party B.

(8) After confirmation of the details of the delivered goods, both parties shall sign the "Commodity Purchase Contract" (see Appendix 2) as a sub-contract of this agreement.

(9) Party B (as a seller), is required to adjust the order quantity to be an integer multiple of the delivery unit (25MTs), which is also equal to or greater than the minimum delivery quantity of 250MTs before 10:00 AM on the first trading day of 2025 March.

(10) Party A only accepts the following discharge port charges: THC/Destination port D/O fee (excluding freight forwarder House bill of lading D/O fee, container management fee, etc.)/document fee/EIR/EDI. Party A shall not be charged any additional fees such as LSS, BAF, CMC, etc. at the discharge port. In addition, the containers should be Carrier Owned Container

(COC), and the accepted container return point is Longtan Container Terminal of Nanjing Port only. Party B shall bear other related expenses on its own. The fee standards of the discharge port for delivery at the port can be found on Party A's official website.

If Party B is a **buyer** registered within the customs territory of China, the specific delivery, inspection process, and payment settlement method are as follows:

(1) After the goods are dispatched from the port of shipment, Party A shall announce the vessel's voyage and estimated arrival information, and Party B shall coordinate with the delivery port to prepare for receiving the goods.

(2) After receiving the original bill of lading and other relevant documents, Party A shall submit them to Party B.

(3) Upon arrival at the port, Party B is responsible for handling import customs clearance procedures and completing unloading on time.

(4) At the discharge port, the goods shall be inspected according to the delivery standards specified in this agreement (Party B may be present at the inspection), and the grade and actual quantity of the goods shall be recorded in the delivery voucher (please refer to appendix 1). The actual weight shall be determined based on the net weight after deducting the weight of the jumbo bag upon weighing. Party A shall determine the quality premium/discount of the goods based on the grade indicated by the port, calculate the receivable payment based on the quality premium/discount and actual weight, and settle the final payment with Party B.

(5) After confirmation of the delivered goods details, both parties shall sign the "Commodity Sales Contract" (see Appendix 3) as a sub-contract of this agreement.

(6) Party B shall adjust the order to be an integer multiple of the delivery unit before 10:00 AM on the first trading day of 2025 March.

If Party B is a purchaser registered outside the customs territory of China, the specific delivery and payment settlement methods shall be negotiated separately.

5. Dispute Resolution and Breach Handling

Disputes and breach situations shall be handled according to the provisions of the "Unilink Supply Chain Service System Usage Agreement."

6. Assignment of Rights and Obligations

Upon mutual agreement, either party may assign, transfer, allocate, license, mortgage, or pledge this contract or the rights or obligations under this contract to a third party. Either party shall facilitate the transfer or assignment of relevant rights and obligations to the other party.

7. Termination of Contract

This contract shall terminate under the following circumstances:

(1) Party A and Party B agree that the other party does not need to fulfill its obligation to deliver goods or make goods payment.

(2) At the time when both parties have completed the delivery of goods and full payments as stipulated in this contract.

The termination of this contract, its sub-contracts, and supplemental agreements (if any) shall not result in the termination of the "Unilink Supply Chain Service System Usage Agreement."

8. Effectiveness of the Contract

Both parties have entered into this contract electronically and stored it in the Unilink system. Once signed, this contract shall be legally binding on both parties and shall have the same legal effect as a paper contract signed in writing.

9. Miscellaneous

The "Unilink Supply Chain Service System Usage Agreement" serves as the foundational contract for trade between both parties. After the signing of this contract, it, together with the "Unilink Supply Chain Service System Usage Agreement," forms an indivisible whole. In matters not covered by this contract, provisions in the "Unilink Supply Chain Service System Usage Agreement" or documents on the Unilink website or authorized websites of Unilink shall apply. In the absence of relevant provisions in the "Unilink Supply Chain Service System Usage Agreement," the Unilink website, or authorized website documents, both parties may, upon mutual agreement, sign a supplemental agreement, which shall constitute a valid part of this contract.

Party A (Stamp): Unilink Commodities Trading Platform DMCC

Legal Representative:

Party B (Stamp):

Legal Representative:

Appendix 1: Quality/Packing Requirements and Premiums/Discounts

(1) The appearance, physical properties and other qualities of the product shall comply with the following specifications:

Basic Indicators	Content:		
	Sulphur Content \geq 99.5%; Ash Content \leq 0.05%; Organic Matter \leq 0.03%; Moisture \leq 2.0%; Colour: Bright Yellow or Light Yellow Impurities: None		
Grades	Grade A	Grade B	Grade C
Appearance	Round Granular(Globular) Evenly distributed, Diameter 2-12mm. No lump or powder form	Purely Pastilles (halfmoon/lentile), or a mixture of pastilles with a small quantities of flakes (Mostly evenly distributed)	Round Granular(Globular) , Diameter 2-50mm. No lump or powder form
Premium/Discount	0	-10 CNY/MT	-20 CNY/MT

The actual quantity and quality of the goods delivered shall be subject to inspection at discharge port.

(2) The packing shall comply with the following Requirements:

Packing	Bags	Bulk
Requirements	Drawstring jumbo bags. Intact, non-broken packaging. Bags to be neatly stacked. Each jumbo bag is to be affixed with internationally standardized labels.	
Premium/Discount	0	40 CNY/MT

(3) The container dimensions premium/discount is as follow,

Container Dimensions	20GP	40GP
Premium/Discount	0	-40CNY/MT

(4) Delivery Voucher:

溧阳中联金电子商务有限公司 Liyang Unilink E-Commerce Co., Ltd.			
到货凭证 Delivery Voucher			
凭证生成日期 Voucher Generation Date		凭证号 Voucher No.	
货主 Owner of Goods	溧阳中联金电子商务有限公司 Liyang Unilink E-commerce Co., Ltd.		
仓库名称 Warehouse Name		仓库电话 Warehouse Contact No.	
仓库地址 Warehouse Address			
提单号			

BL No.			
船名 Vessel Name			
备注 Remarks			
货物汇总 Goods Summary			
商品名称 Product Name			
产地 Origin			
质量类别 Quality Grade	A 类 Grade A	B 类 Grade B	C 类 Grade C
重量 (吨) Quantity (MT)			
合计重量 (吨) Total Quantity (MT)			
仓库 (公司专用章) Warehouse (Company Seal) 经办人: Operator: 日期: Date:	溧阳中联金电子商务有限公司 Liyang Unilink E-Commerce Co.,Ltd. (盖章) (Seal) 日期: Date:		
注意: 1.质量类别为仓库经验货后按照溧阳中联金电子商务有限公司交付标准所评定。 2.重量为过磅后扣除包装袋重量的净重。			

Note:

- 1.The quality grade is determined according to the delivery standards of Liyang Unilink E-commerce Co., Ltd., after warehouse inspection.
2. The quantity will be the net weight of the goods after weighing.

(4) Internationally Standardized Label

硫磺 Sulfur		组分: 硫磺: ≥ 99.5%
警告		
造成皮肤刺激		
【预防措施】 作业后彻底清洗手部和其它身体相关部位。 戴防护手套/穿防护服/戴防护眼罩/防护面具/听力保护装置。		
【事故响应】 专门治疗（见本标签上的相关说明）。 如皮肤沾染：用水充分清洗。 如发生皮肤刺激：请就医。 脱去沾染的衣服，清洗后方可重新使用。		
【安全储存】 不适用		
【废弃处置】 不适用		
请参阅安全数据单		
供应商：溧阳中联金电子商务有限公司		电话：0519-87881788
地址：常州市溧阳市昆仑街道创智路37号电商园301室		邮编：——
化学事故应急咨询电话：0519-87188004		

Appendix 2: Commodity Purchase Contract

Commodity Purchase Contract	
Party A (Demand Side): Unilink Commodities Trading Platform DMCC	Contract No.:
Party B (Supply Side):	Date of Signing:
	Location of Signing: DMCC, Dubai, United Arab Emirates
1. Trade Details	
Trade Agreements:	

Product	Quantity	Unit Price	Contract Total Amount:
	(MT)	(CNY/MT)	(CNY)

Contract Total Amount:

2. Origin: Middle East, Central Asia, and other major sulphur-producing countries.
3. Packaging Standard: Compliant with the packaging standards specified in the Commodity Trading Agreement.
4. Quality Standard: Compliant with the quality standards specified in the Commodity Trading Agreement.
5. Delivery Location & Method: Port of Nanjing. Goods delivery to be arranged according to the terms specified in the Commodity Trading Agreement.
6. Payment Method: Upon receipt, inspection and acceptance of the goods, the Party A will make payment according to the terms of the Commodity Trading Agreement.
7. Product Inspection: Party B is responsible for the quality and quantity of the goods sold. Party A has the right to inspect and accept the goods before receipt. If Party A deems the goods to be non-compliant, Party B must promptly replace the goods or take other effective measures to avoid potential risks and losses for Party A. Specific inspection requirements and issue resolution shall be governed by the terms of the Unilink Supply Chain Service System Usage Agreement.
8. Others:
 - 8.1. Party B should carefully read and fully understand the Unilink Supply Chain Service System Usage Agreement. and the Commodity Trading Agreement before signing this contract with Party A. Upon confirmation of the goods details and payment, this contract shall be signed on the delivery date and shall constitute a sub-contract of the Commodity Trading Agreement, forming part of the Commodity Trading Agreement. Both parties agree that the Unilink Supply Chain Service System Usage Agreement. the Commodity Trading Agreement, and any other existing and effective business rules constitute specific terms of this contract and are an integral part thereof. In the event of any ambiguity or lack of clarity in this contract, the terms of the Unilink Supply Chain Service System Usage Agreement and Commodity Trading Agreement shall prevail.
 - 8.2 The establishment, effectiveness, performance, interpretation, and dispute resolution of this contract shall be governed by the laws of the United Arab Emirates (excluding its conflict of laws principles). Any disputes or controversies arising from or related to this contract shall first be resolved through friendly negotiation. If negotiation fails, the parties involved shall submit the dispute or controversy to the court at the place of signing for resolution through litigation.
 - 8.3. This contract is stored in the trading electronic system as an electronic contract, and once signed, it shall have the same legal effect as a written paper contract.

Party A (Demand Side): Unilink Commodities Trading Platform DMCC

Party B (Supply Side):

Address: Unit 2303, HDS Business Centre, Cluster M, JLT Dubai, UAE	Address:
Business License Number:	Business License Number:
Representative:	Representative:

Appendix 3: Commodity Sales Contract

Commodity Sales Contract			
Party A (Supply Side): Unilink Commodities Trading Platform DMCC		Contract No.:	
Party B (Demand Side):		Date of Signing:	
		Location of Signing: DMCC, Dubai, United Arab Emirates	
1. Trade Details			
Trading Agreements:			
Product	Quantity (MT)	Unit Price (CNY/MT)	Contract Total Amount: (CNY)
Contract Total Amount:			
2. Origin: Middle East, Central Asia, and other major sulphur-producing countries.			
3. Packaging Standard: Compliant with the packaging standards specified in the Commodity Trading Agreement.			
4. Quality Standard: Compliant with the quality standards specified in the Commodity Trading Agreement.			
5. Delivery Location & Method: Port of Nanjing. Goods delivery to be arranged according to the terms specified in the Commodity Trading Agreement.			
6. Payment Method: Settled according to the provisions of the Commodity Trading Agreement. Party A shall issue the bill of lading to Party B upon receiving the full payment for the goods and related import expenses.			
7. Product Inspection: Party B bears the responsibility for inspecting the goods it purchases. If Party B has any objections regarding the quality of the goods, it should promptly notify Party A and follow the dispute resolution and after-sales procedures specified in the 'Unilink Supply Chain Service System Usage Agreement.' If there are specific requirements			

regarding quality objections for the goods, they shall be handled according to the delivery instructions specified on the website for that particular commodity."

8. Others:

8.1. Party B should carefully read and fully understand the Unilink Supply Chain Service System Usage Agreement, and the Commodity Trading Agreement before signing this contract with Party A. Upon confirmation of the goods details and payment, this contract shall be signed on the delivery date and shall constitute a sub-contract of the Commodity Trading Agreement, forming part of the Commodity Trading Agreement. Both parties agree that the Unilink Supply Chain Service System Usage Agreement, the Commodity Trading Agreement, and any other existing and effective business rules constitute specific terms of this contract and are an integral part thereof. In the event of any ambiguity or lack of clarity in this contract, the terms of the Unilink Supply Chain Service System Usage Agreement and Commodity Trading Agreement shall prevail.

8.2 The establishment, effectiveness, performance, interpretation, and dispute resolution of this contract shall be governed by the laws of the United Arab Emirates (excluding its conflict of laws principles). Any disputes or controversies arising from or related to this contract shall first be resolved through friendly negotiation. If negotiation fails, the parties involved shall submit the dispute or controversy to the court at the place of signing for resolution through litigation.

8.3. This contract is stored in the trading electronic system as an electronic contract, and once signed, it shall have the same legal effect as a written paper contract.

Party A (Supply Side) : Unilink Commodities Trading Platform DMCC	Party B (Demand Side) :
Address : Unit 2303, HDS Business Centre, Cluster M, JLT Dubai, UAE	Address :
Business License Number :	Business License Number :
Representative :	Representative :