



23rd Sept 2024

Dear Syndicate Members,

## RE: EXPORT TRADE FINANCING SYNDICATE AGREEMENT

We are pleased to present this Export Trade Financing Syndicate Agreement (the "Agreement") to raise funds for financing a shipment of 30 bottles of cacao molasses from Brazil to the USA. This Agreement is entered into by and between TrueTech Inc and the Syndicate Members collectively referred to as the "Parties."

### 1. PURPOSE

The purpose of this Agreement is to establish a syndicate for the financing of the export trade of cacao molasses from Brazil to the USA, specifically to provide TrueTech Inc with the necessary funds to facilitate the procurement, transportation, and related expenses of the 30 bottles cacao molasses shipment.

### 2. SYNDICATE MEMBERS AND CONTRIBUTIONS

2.1 The Syndicate Members agree to contribute the funds specified in Exhibit A to this Agreement, which represents their respective proportional share in the total financing amount required for the cacao nibs shipment.

2.2 Each Syndicate Member's contribution is subject to be held in escrow pending the successful completion of the financing and the fulfillment of all conditions precedent outlined in this Agreement.



### 3. TERMS AND CONDITIONS

#### 3.1 Financing Amount:

The total financing amount required for the cacao nibs shipment shall be set to be predetermined of USD.

##### Cost Schedule

Description	Amount (USD)
Cost of 30 units of cacao molasses 250 grams bottles	TDB

#### 3.2 Profit-Based Repayment:

TrueTech Inc shall repay the syndicate members 10.64% of the net profit generated via retail sales of the cacao molasses shipment. The net profit will be calculated by deducting all costs associated with the shipment, including procurement, transportation, insurance, packaging, warehousing, marketing, and any other expenses incurred in relation to the sale of the cacao nibs.

#### 3.3 Security:

TrueTech Inc shall pledge the cacao molasses being imported into the USA for sale as collateral for the financing in favor of the Syndicate Members.

#### 3.4 Syndicate Lead:

**Zhiwen Teh** shall be appointed as the Syndicate Lead, responsible for overseeing the financing, ensuring compliance with the terms of this Agreement, and facilitating communications between TrueTech Inc and the Syndicate Members.

Logs of transactions performed on shipment will be maintained at <https://edgar.truesight.me/agl5>



### 3.5 Covenants:

TrueTech Inc shall provide timely updates on the progress of the cacao shipment, including confirmation of approval and necessary permits from relevant authorities, insurance coverage, and compliance with all applicable laws and regulations.

### 3.6 Offer to Purchase:

TrueTech Inc may make an offer to purchase cacao nibs from a Syndicate Member at their financing amount plus a [89.36% markup](#). The Syndicate Member has the option to accept or decline this offer.

TrueTech Inc is restricted from making purchase offer when TrueTech Inc does not have proof of sufficient liquidity to make purchases. The following online documents are the source of proof

- [Funds managed on Solana Blockchain](#)
- Funds managed off chain by [private individuals](#) which have been pre-committed to financing such purchases

### 3.7 Withdrawal of Cacao Nibs Stake:

Syndicate Members may elect to withdraw a portion or sub portion of their cacao nibs ownership that remains unsold and has not been converted to cash. In the event of withdrawal, the withdrawing Syndicate Member shall incur a withdrawal fee equal to [89.36%](#) of the cost of the cacao molasses, plus the associated freighting and packaging material costs that have already been incurred. Additionally, the withdrawing member shall bear the shipping cost for the inventory to their designated location.

### 3.8 Transfer of Cacao Nibs Ownership Under DAO Management:

Syndicate Members have the option to transfer ownership of their cacao molasses to other DAO members at cost. The cost is calculated as the original cost of inventory, plus the associated freighting cost and packaging materials. In this transaction, [89.36%](#) of the transacted amount paid by the new owner to the existing owner is charged by DAO to facilitate the transaction.



### 3.9 Bulk Sale Event:

In the event of a bulk sale of Cacao Inventory, the following terms apply:

- Buyer pays the quoted bulk sale price.
- If the sale price is below the original cost of goods (cacao cost + freighting cost), original owners receive the total sale amount.
- If the sale price exceeds the original cost of goods, original owners receive:
  - The cost of goods
  - [10.64%](#) of the surplus profit
- DAO receives [89.36%](#) of the surplus profit as a facilitation fee (if applicable)

### 3.10 Provisions for losses:

If total sales revenue falls short of the originally financed amount plus a [89.36%](#) markup, syndicate members will receive USDT/USD based on their ownership share. Any shortfall will be compensated with TDG at an exchange rate of 1USD = 1TDG.

## 4. TERM AND TERMINATION

4.1 This Agreement shall become effective upon the execution by all Syndicate Members and remain in force until the successful fulfillment of all obligations under this Agreement.

4.2 This Agreement may be terminated by written agreement between TrueTech Inc and the Syndicate Members or terminated automatically upon the completion of repayment of the financed amount in accordance with the terms agreed upon.

## 5. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States.

## 6. CONFIDENTIALITY



All Parties shall maintain the confidentiality of any non-public information shared during the negotiation and execution of this Agreement unless required by law or with prior written consent from the relevant Parties.

## 7. Financing

### 7.1 Financing Terms

Within US:

For syndicate members within the United States, please use Venmo for financing. Transfer predetermined USD amount directly to our Venmo account @garyjob.



Outside of US:

For syndicate members outside of the United States, please use the Solana Network for financing. Transfer predetermined USDT directly to our USDT vault location on the Solana Chain: [BkcbCEnD14C7cYiN6VwpYuGmpVrfoRwobhQQScBugqQ](https://solscan.io/address/BkcbCEnD14C7cYiN6VwpYuGmpVrfoRwobhQQScBugqQ).





## 7.2 Financing Deadline:

Financing should be completed within 5 business days of the financing call. Failure to complete financing within this timeframe will result in the release of the financing slot for other potential financiers.

IN WITNESS WHEREOF, the Parties have caused this Export Trade Financing Syndicate Agreement to be duly executed as of the date mentioned above.

## Signatures

TrueTech Inc:   <hr/>	Syndicate Members:   <hr/>
Zhiwen Teh President TrueTech Inc	Zhiwen Teh Syndicate Lead Investment Syndicate

## Exhibit A: Syndicate Members Financing Roster

### Amount to be financed

- US dollars: TBD
- Bottles: 30 unites
- Produce Type: Cacao Molasses 250 grams bottle



Syndicate Financier Name	Financed Amount (USD)	Financier Initial
Zhiwen Teh	Tracked in AGL5 updated as expenses are included  Location of AGL5 <a href="https://agroverse.shop/agl5">https://agroverse.shop/agl5</a>	