

LETTER OF INTENT (LOI)

PURCHASE OF FROZEN POULTRY PRODUCTS – ORIGIN BRAZIL

LOI Ref.	Date	Validity	Nature
[LOI-0000]/2026	[__ / __ / 2026]	[30] days from date	Non-binding

TO: CBT Group Comércio e Incorporações Ltda. – CNPJ 26.323.848/0001-45 – São Paulo, Brazil

Attn.: Anderson Andrade Oliveira – Commercial Director / International Commercial Representative

FROM: [Buyer company name] – [Registration no.] – [Address / Country]

Subject: Letter of Intent to purchase Brazilian frozen poultry

Dear Sirs,

We, [Buyer company name], hereby confirm our serious interest and intent to purchase the products described below from CBT Group Comércio e Incorporações Ltda. (the “Seller”), subject to the terms set out in this Letter of Intent and to the execution of a definitive Sales and Purchase Agreement (SPA).

1. BUYER IDENTIFICATION

Item	Details
Company name	[]
Registration / Tax no.	[]
Registered address	[]
Authorized signatory	[Name, title]
Contact	[E-mail, phone / WhatsApp]
Website	[]
Import licence no. (if applicable)	[]

2. PRODUCTS AND QUANTITIES

#	Product	Packing	Monthly qty (MT)	Total qty (MT)	Target price USD/MT
1	Frozen Chicken Wings	[] kg carton	[]	[]	[]
2	Frozen Chicken Leg Quarters	[] kg carton	[]	[]	[]
3	Frozen Boneless Skinless Breast Fillet	[] kg carton	[]	[]	[]
4	Frozen Whole Chicken (without giblets)	[]	[]	[]	[]

#	Product	Packing	Monthly qty (MT)	Total qty (MT)	Target price USD/MT
5	Other: [Gizzards / Liver / ____]	[]	[]	[]	[]

Products, specifications and packing to follow the Seller's technical data sheets. Target prices are indicative and non-binding; final prices will be set in the Seller's FCO and the SPA.

3. DELIVERY TERMS

- Incoterm: [CFR / CIF] [destination port], Incoterms® 2020
- Port of loading: [Santos / Paranaguá / Itajaí], Brazil
- Delivery: [single shipment / monthly shipments] over [12] months
- Container: 40' refrigerated (reefer), temperature as per product specification
- Destination country: []

4. PAYMENT TERMS

[Choose one:]

- [Irrevocable, confirmed Letter of Credit (LC) at sight, issued by a prime bank]
- [30% advance by T/T, 70% against copy of shipping documents]
- [100% T/T against scanned documents]

5. BUYER'S FINANCIAL CAPACITY

The Buyer confirms it has the financial capacity to complete the intended transaction and, upon request, will provide a Bank Comfort Letter (BCL) and/or proof of funds from its bank:

Item	Details
Bank name	[]
Bank officer / contact	[]
Account holder	[]
SWIFT / BIC	[]

Full bank account details will be shared only through secure channels after mutual acceptance of this LOI.

6. DOCUMENTS AND INSPECTION

- Commercial invoice, packing list and original Bill of Lading
- Official Sanitary / Health Certificate (Brazilian Ministry of Agriculture) and Certificate of Origin
- Halal Certificate [if required]
- Independent inspection at loading port by [SGS / Bureau Veritas / Intertek / other]

7. IMPORT REQUIREMENTS

The Buyer is responsible for all import licences, permits and destination-country requirements, including any establishment eligibility requirements of its import authorities.

8. CONFIDENTIALITY AND NON-CIRCUMVENTION

Both parties agree to keep confidential all commercial information exchanged, including prices, specifications, documents and the identity of producers and suppliers, and not to contact the producer or any source introduced by the Seller directly, nor circumvent the Seller, without the Seller's written consent. This obligation remains in force for [24] months after the date of this LOI.

9. NON-BINDING NATURE

This LOI expresses the Buyer's intent only and does not constitute a binding purchase commitment, except for Sections 8 and 10. A binding obligation arises only upon signature of the SPA by both parties.

10. GOVERNING LAW

This LOI is governed by [the laws of ___ / ICC rules]. Disputes shall be settled by arbitration in [city].

11. NEXT STEPS

1. Seller issues the Full Corporate Offer (FCO) with final price and terms
2. Buyer signs and returns the FCO with company KYC documents
3. Parties negotiate and sign the SPA / Proforma Invoice
4. Payment instrument issued and shipment scheduled

SIGNATURES

FOR THE BUYER

[Name of authorized signatory]

[Title]

[Buyer company name]

[Registration no.]

Place and date: _____

RECEIVED BY THE SELLER

Anderson Andrade Oliveira

Commercial Director / International Commercial Representative

CBT Group Comércio e Incorporações Ltda.

CNPJ 26.323.848/0001-45

Place and date: São Paulo, ___ / ___ / 2026