

Full Corporate Offer (FCO)

Vincrest Partners Reference Template

Seller: [Seller Legal Name, Mandate Holder]
Seller Address: [Registered Address, City, Country]
End-Buyer: [End-Buyer Legal Name]
Referee Bank: [Bank name and address sellside]
Issue Date: [DD MMM YYYY]
Ref. No.: [Vincrest / Broker Reference]
Validity: Thirty (30) calendar days, extendable once in writing

Description	Qty	Unit	Amount
Article 1 Seller mandate chain. The Seller warrants that it is the sole, duly appointed and exclusive mandate holder of the product named below, with authority to bind the End-Buyer named in the header block. The mandate chain runs: Producer Sole Mandate Holder (Seller herein) Vincrest Partners End-Buyer. Each step is evidenced by a written and notarised mandate agreement, copies of which are annexed to this FCO.	1	\$0.00	\$0.00
Article 2 Product, Quantity & Shipping. Product: [as named, grade as specified]. Total Quantity: [volume per month and per lift], tolerance [5%] Buyer option. Loading Port: [origin, laycan window named in Article 4 of the corresponding ICPO]. Discharge Port: [destination, or range]. Pricing: USD per [MT / BBL], FOB or CIF as agreed at ICPO stage; cost components are itemised in Annex B.	1	\$0.00	\$0.00
Article 3 Payment by SBLC MT-760. The End-Buyer procures and causes to be issued an irrevocable, transferable, divisible Standby Letter of Credit via SWIFT MT-760, in favour of the Seller, by a top-tier international bank acceptable to the Seller. The SBLC is to be issued within seven (7) banking days of the Seller s countersignature of this FCO and is to be operative on or before the first laycan day. The SBLC amount covers the full CIF or FOB contract value at the upper tolerance bound. Draw rights are documentary per the document list in Annex C.	1	\$0.00	\$0.00
Article 4 Hard Probe Conditions. The Seller will not issue the SPA / SCO nor commence vessel nomination unless and until each of the following conditions has been satisfied and continues to be satisfied at the time of issue: (a) a Q&Q probe by SGS (or equivalent) at origin has confirmed the product in the named quantity and specification is on the ground and allocated to this transaction; (b) the Seller s issuing bank has issued an Authorisation to Sell ("ATS") confirming the seller-side counsel-of-record is the signatory counterpart; (c) Vincrest has completed full KYC on both End-Buyer and Seller; (d) the SBLC MT-760 has been received and confirmed operative.	1	\$0.00	\$0.00

Article 5 Covenant Clauses. Non-circumvention and non-circumvention-by-affiliate: the parties shall not bypass each other to transact, source, or sell into the introductions made through this transaction; the obligations survive the termination of the underlying sale for a period of three (3) years. Exclusivity: for the period from countersignature to first shipment, neither party negotiates a competing position with the counterparty named in the header. Confidentiality: the commercial terms of this FCO are confidential to the parties and Vincrest, save as required by law or by a regulator.	1	\$0.00	\$0.00
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Article 6 Governing Law & Forum. This FCO is governed by the laws of England and Wales. Any dispute is finally resolved by arbitration under the LCIA Rules in London, English language, by a sole arbitrator (or three, by default). Interim relief is reserved to the English courts. CISG is excluded.	1	\$0.00	\$0.00
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Conditions Precedent. This FCO is binding on signature, subject to the Hard Probe Conditions in Article 4. Failure of a Hard Probe Condition within thirty (30) banking days of signature terminates this FCO without liability to either party other than the non-circumvention obligation, which survives. Signed for and on behalf of the Seller: _____ (authorised signatory, name, title, date). Acknowledged and accepted by the End-Buyer: _____.