

TSCF-D · LEGAL ACKNOWLEDGEMENT

Buyer Acknowledgement of Offtake Assignment & Payment Direction

A single acknowledgement bundling the offtake assignment, the payment direction to escrow, and the discharge confirmation. Executed once per offtake contract; covers all consignments under that contract. The Buyer's commercial relationship with the Trader is unchanged.

THE BUYER	THE TRADER (SELLER)	THE FINANCE PARTNER
[Buyer Name]	[Trader Name]	[Bank Name]
Offtaker under [Offtake Contract Reference] dated [Date]. Settlement obligation under that contract is not amended by this Acknowledgement.	Counterparty to the Buyer under the Offtake Contract. Borrower under the TSCF Master Facility Agreement.	Holder of the assigned Offtake Contract rights and the designated Escrow Account into which all Buyer payments are directed.

1 Acknowledgement of Offtake Assignment.

The Buyer acknowledges that the Trader has assigned the Trader's right to receive payment under the Offtake Contract to the Finance Partner under an Offtake Contract Assignment Deed. The Buyer's underlying commercial obligations to the Trader (price, quantity, delivery, quality specification, payment timing) remain governed by the Offtake Contract and are not amended by this Acknowledgement.

2 Payment Direction to Escrow Account.

The Buyer shall make all payments due under the Offtake Contract by electronic bank transfer to the designated TSCF Escrow Account at the Finance Partner, the details of which are notified to the Buyer by the Finance Partner in a Payment Direction Notice. The Buyer shall not make payment to the Trader's ordinary commercial account or to any other account except as specified in the Payment Direction Notice or any subsequent revision issued in writing.

3 Valid Discharge of Payment Obligation.

Payment by the Buyer to the designated TSCF Escrow Account shall constitute valid and complete discharge of the Buyer's payment obligation under the Offtake Contract for the consignment to which the payment relates. The Buyer is not responsible for, and has no obligation to verify, the subsequent disbursement of funds from the Escrow Account to the Trader, the Finance Partner, or any other party. The Buyer's discharge is complete on Escrow Account credit.

SIGNED FOR & ON BEHALF OF THE BUYER

Name:
Title:
Date:
Company:

COUNTERSIGNED FOR THE TRADER

Name:
Title:
Date:
Company: