

Nexuss International

Sourcing, Auction Execution & Partner Workflow Guidelines

1. INTRODUCTION & OPERATIONAL SCOPE

This guide summarizes standard procedures and compliance rules for independent sales agents, regional brokers, and commercial partners working with **Nexuss International** ("Nexuss").

Exporter & Supplier	Nexuss International, Kashiwa, Chiba, Japan
Core Capacity	Sole Japan-side exporter and auction execution point
Communication	Official written channels, primarily email

2. STANDARD SOURCING & SALE WORKFLOW

All vehicle procurement and export operations strictly follow the four-stage workflow below:

- 1 Lead Registration:** Register the prospective buyer in writing before quotations or auction searches.
- 2 Bid Authorization & Gate:** Verify the activation deposit, vehicle-specific bid limit, and funding readiness.
- 3 Auction Execution:** Nexuss executes the bid in Japan. If successful, a 30% initial advance is due within 3 calendar days.
- 4 Settlement & Export:** Clear the balance under applicable invoice and supplier deadlines before dispatch and relevant export/B/L steps.

Written Record Mandate

Record quotations, bid limits, payment instructions, lead acceptance, and commission agreements in writing. No bid without required written authorization.

3. INDEPENDENT AGENCY & BOUNDARIES (PART A)

Agents and brokers act as independent representatives. They may **not**:

- Collect customer payments in Nexuss's name without express written authorization.
- Issue binding warranties or make commitments on Nexuss's behalf.
- Change prices or payment terms without written approval.
- Commit Nexuss to auction expenditure or place bids without specific authorization.
- Appoint sub-agents or delegate authority without Nexuss's prior written approval.

Partner Communication Authority

Statements about Nexuss pricing, services, payment instructions, and commitments must remain within the authority expressly granted by Nexuss.

4. CUSTOMER REGISTRATION & LEAD PROTECTION

- **Written Registration:** Submit the buyer's name, business/entity, and country by email before transaction initiation.
- **12-Month Protection:** Documented and accepted leads are protected for 12 months for qualifying transactions, subject to Part A.
- **Exclusions:** Existing Nexuss clients, duplicate submissions, and buyers already in active negotiations are excluded; Nexuss will notify the Agent.
- **Non-Circumvention:** Nexuss will not bypass an Agent to avoid commission properly earned on a protected lead.
- **After Termination:** Eligibility for later-completed transactions is governed by Part A and approved schedules.

5. COMMISSION STRUCTURE & SETTLEMENT

Commission is calculated separately for each eligible order from the Eligible Commission Surplus actually realized by Nexuss. Rates, bands, calculation method, repeat-purchase treatment, and any protected minimum contribution must be approved in writing by both parties.

- **Calculation:** Documented proceeds less eligible transaction costs and other deductions expressly allowed under the agreement; each cost is counted only once.
- **Final Settlement:** Commission is confirmed after order-level reconciliation of receipts, costs, and material adjustments. Vessel departure or B/L issuance alone is not final settlement.
- **Payment:** Confirmed commission is credited to the Agency's verified bank account within 7 calendar days after final settlement. Monthly processing is allowed only if it does not extend that deadline; use off-cycle payment if needed.
- **Statement:** Nexuss provides a transaction-level statement explaining receipts, deductions, and commission calculation.

Important Governing Terms

6. BUYER PURCHASE & PAYMENT TERMS (PART B)

Buyers introduced by partners must comply with Nexuss's applicable purchase and payment terms.

USD 500 Bid Activation Refundable Deposit

Before bidding, the buyer must pay a minimum USD 500 deposit. It distinguishes an active buying mandate from a general inquiry and is separate from vehicle purchase funds. It is refunded if no bid is placed, in accordance with applicable written terms.

Unsuccessful Bid: If a bid is placed but no vehicle is won, deposit treatment follows the written deposit terms agreed for that mandate.

7. MANDATORY PRE-BID GATE & VERIFICATION

- **Deadline Verification:** Funding readiness must be verified against actual Japanese auction payment deadlines. A promise of future transfer is insufficient.
- **Bid Authorization Sheet:** Each vehicle requires lot/chassis details, maximum authorized hammer bid, and estimated costs.
- **Verifiable Evidence:** Evidence may include current bank statements or confirmed Japanese credit facilities, subject to Nexuss verification.
- **No Authorization, No Bid:** No bid until the required deposit, vehicle-specific authorization, and funding checks are complete.

8. POST-AUCTION PAYMENT MILESTONES

- **30% Initial Advance:** Due within 3 calendar days of winning the auction bid.
- **Remaining Balance:** Payable according to the pro forma invoice and supplier deadlines, before dispatch, export-document clearance, and B/L release as applicable.
- **Cleared Funds:** Required funds must clear in Nexuss's Japanese bank account before the relevant release or dispatch step.

9. CONTROL GATE SUMMARY

A bid is authorized only when all applicable controls are satisfied. If a mandatory gate is incomplete, the decision is **NO-GO** until resolved in writing.

GATE	MINIMUM CONTROL	RESULT
Lead	Buyer registered and accepted in writing	Documented
Deposit	Deposit cleared under applicable terms	Verified
Funding	Readiness checked against auction deadline	GO / NO-GO
Bid	Vehicle-specific limit and authorization recorded	Approved
Settlement	Required advance and balance paid on time	Cleared

10. LEGAL GOVERNANCE & COMPLIANCE

- **Anti-Money Laundering:** Funds must come from verifiable, lawful sources consistent with the registered buyer or an authorized funding party.
- **Sanctions and Export Laws:** All parties must comply with applicable Japanese trade requirements and international export-control laws.
- **Governing Law and Forum:** The governing law and dispute-resolution forum shall be specified in Part A, subject to applicable law.

Status of This Guide

This Guide summarizes Nexuss operating procedures and partner expectations before Part A is signed. It does not replace Part A, buyer terms in Part B, or the vehicle-specific authorization process in Part C. If inconsistent, the signed agreement and approved schedules govern, subject to applicable law. No commission rate or term requiring separate written approval becomes binding solely because this Guide was received or acknowledged.

Partner Acknowledgment

By registering leads or requesting bid authorization, the partner confirms they have read and understood these operating principles. Contractual rights and obligations remain subject to the signed agreement and approved schedules.