

NON-NEGOTIABLE GOLD DORE BARS FULL CORPORATE OFFER

With this Full Corporate Offer, We, the undersigned authorized Seller hereby confirm with full legal responsibility and authority, that we are Ready Willing and Able to enter into a Sales and Purchase Agreement for the sale of Gold Dore` with a total quantity of **24,000 KG (KILO GRAMS)** plus any agreed Rolls and Extensions according to the following specification, term and conditions under the agreed procedure as mentioned below.

COMMODITY: Gold Dore` in Bar Form.

SIZE: 1 Kg Bar

PURITY: Semi Refined to 97/98%.

FORM: Dore Bars - **No Hallmark.**

QUANTITY: 24,000KG with 500KG first lift then 2,000KG per month contract

ASSAY

The weight and Assay of the Gold will be established by melting at an LBMA Accredited refinery in **(GERMANY - REFINERY & Address)**.

The net weight and Assay report from the refinery will be accepted as final by the Seller and Buyer.

PACKAGING

Packed in secure boxes suitable for export by airfreight, each box weighing 100kgs and sealed.

COUNTRY/LOADING PORT

FOB – UNITED KINGDOM

QUANTITY:

The Seller agrees to sell and deliver to the Buyer's nominated **GERMANY - REFINERY** as listed under the terms of this Agreement, being **1,000kg per MONTH on a 12 (Twelve) month contract, With possible Rolls and Extensions.**

PRICE

US\$45,000.00 / Kilo.

Commission US\$3,000.00 US\$1,500.00 SELLERS SIDE & US\$1,500.00 BUYERS SIDE PER KG

1.PAYMENT

Final payment by TT MT103 wire transfer. Paid within 72 (Seventy-Two) hours of receipt of final invoice calculated by Assay Report from buyer's refinery.

Payment to be guaranteed by Non-Operative (select SBLC or BG OR MT799 FUNDS BLOCKED IN BUYER BANK ACCOUNT OR DLC CONFIRMABLE LETTER OF CREDIT) via Bank Message prior to delivery.

PERFORMANCE BOND

The Seller will issue a 2% Performance Bond from a Prime Bank by SWIFT to Buyer's Bank within 2 (Two) days and shall be raised by Seller's Prime Bank same bank receiving the SBLC/BG OR DLC CONFIRMABLE LETTER OF CREDIT. Upon exchange of the SBLC WITH 2% PB, Seller's Bank issues a letter signed by two (2) Bank Officers compliant with International Banking Protocol from the Seller's Prime Bank to the Buyer's Bank to confirm the existence of the gold offered for sale.

Upon receipt of the Buyers SBLC/BG OR DLC CONFIRMABLE LETTER OF CREDIT the Seller will instruct their Logistics Company to transport the cargo to the buyer designated Refinery.

Note: POF is not required when Seller's Bank issues a letter signed by two (2) Bank Officers compliant with International Banking Protocol from the Seller's Prime Bank to Buyer's Prime Bank.

2.DELIVERY

C.I.F To Buyers Refinery *namely in (GERMANY - REFINERY and address)*

Each shipment and delivery shall be identified with all assigned contract references, codes and numbers.

Seller must provide the following documents to Buyer.

Delivery commencing xxxxx 2021.

It is understood and agreed that Seller shall have the option to witness all procedures relating to the transportation and delivery of the Commodity from, Seller export country to Buyer's designated refinery or Airport.

3. DOCUMENTS

1. Three originals of Commercial Invoices in favor of the Buyer
2. Certificate of Origin 3. Packing List
4. Certificate of Ownership
5. Certificate of Weight
6. Customs Clearance Certificate and Central Bank Certificate confirming legal export
7. Movement Certificate EUR 1.
8. Export License
9. Airway Bill
10. Declaration that the Gold is of non-criminal origin, unencumbered and free of any liens, is transferable and exportable.
11. Seller's copy of international passport and company registration certificate scanned color copies.

4. TRANCHE

- (i) 24,000KG WITH 500KG FIRST LIFT THEN 2,000KG PER MONTH with R&E
- (ii) Additional Tranches, if any, shall be mutually agreed in writing by the Seller and the Buyer.

5. PROCEDURES:

The Seller and Buyer solemnly agree as follows:

A. The Seller's FCO shall be issued to the Buyer upon receipt of the Buyer's LOI.

B. The Buyer has returned the completed, signed and sealed THE FCO, this will indicate The Buyer's acceptance of The Seller's procedures. The Seller will then issue this Sales and Purchase Agreement (SPA).

C. The Buyer and The Seller will sign and seal the Sales and Purchase Agreement with their full banking co-ordinates or and Seller indicate his fiduciary receiver bank details in his COMMERCIAL INVOICE TO BUYER. Both the buyer and seller are free to change their respective banks at any time the need arises.

D. The Seller and The Buyer will lodge the completed set of documents at their respective banks.

E. The Buyer will then instruct his bank to send the REVOLVING SWIFT MT760 SBLC / BG or MT799 (BLOCKED FUNDS IN BUYERS BANK ACCOUNT) or MT700 (DLC) as a guarantee of payment to the Seller's Fiduciary bank, for the 100% value of the first tranche of **2000KG valid for 366 days revolving to evacuate 24,000KG GOLD DORE.**

F. Buyer will further instruct his Bank to issue a 2% PERFORMANCE BOND (PB) to Seller for the value of the first tranche of 500KG THEN 2,000KG PER MONTH GOLD DORE.

G. Upon receiving, verifying, Authenticating and Validating the SWIFT MT760 SBLC / BG / LC OR MT700 (DLC) from the Buyer at the Nominated Fiduciary Receiver bank, Seller's Bank will issue a 2% Performance Bond of the value of 2,000KG GOLD DORE to the Buyer.

H. The Seller will provide Proof of Product (POP) BY THE WAY OF A SKR CERTIFICATE issued through his Custody Bank after receiving and confirming the REVOLVING SWIFT MT760 SBLC / BG or MT700 (DLC) at the Fiduciary bank. The SKR as POP ALONG WITH SELLER'S 2% PERFORMANCE BOND will then be sent to the Buyer's bank via SWIFT MT600, with a copy sent direct to the Buyer's E-mail address:

I. Once the REVOLVING SWIFT MT760 SBLC / BG or MT799 (BLOCKED FUNDS IN BUYERS BANK ACCOUNT) or MT700 (DLC) is received via SWIFT and confirmed at the Seller's Nominated Fiduciary Receiver Bank, the Custodian Bank of the Gold Dore will require the Buyer's details for change of ownership (Title).

Please note that administrative costs are to be borne by you, (the Buyer) and processed transfer of ownership will be sent to you (buyer), reconfirmed by the Bank.

J. The Buyer along with an assayer of his choice will then be invited to the bank for a physical viewing/inspection of the Gold Dore Bars at the bank depository.

(Buyer can also nominate his/her DORE Officer to attend on his/her behalf if preferred).

K. With this option, the Buyer will have to bear the administrative charges for transfer of ownership (Title).

L. Once the Buyer have settled the cost of the first tranche of **2,000KG** Gold Dore Bars with the Seller / Title Holder of the gold, the Title of ownership of equal quantity of **2,000KG** Gold Dore Bars will be transferred to the Buyer and delivery made and subsequent title transfers and deliveries made as per this FCO and this SPA.

M. All the relevant documentation and paperwork will be provided to the Buyer electronically (per tranche); Buyer will also receive an Assay Report for your records.

N. You (the Buyer) can transact on tranches as agreed between Buyer and Seller following the same process: full payment for the first tranche of **2,000KG** Gold Dore Bars (via MT103 or T/T), against transfer of Title of ownership of **2,000KG** Gold Dore Bars to you per tranche until total quantity of 24,000KG (within the 12 Months contract) is reached and the rolls & extensions made.

O. As Buyer, you will naturally be granted the required authorization to verify the SKR and all other documents direct with the Custodian Bank of the Gold in your capacity as the Buyer.

P. The 2% PERFORMANCE BOND will be forfeited if Seller fails to perform and complete the full agreed intent of purchase for 50,000KG of GOLD DORE according to this FCO and SPA.

Q. Once all 24,000KG is completely delivered to the Buyer, both the buyer and the seller shall retire their 2% PERFORMANCE BOND and the SWIFT MT760 SBLC / BG is to be cancelled at the closure of the TRANSACTION REF. NO.

R. The Agents' fees due will be paid by The Seller immediately and without delay to each appointed Paymaster or Beneficiary after each transaction and as per the Terms and Conditions on a SEPARATE NCNDA/IMFPA.

GENERAL: The Seller and Seller's Mandate, The Buyer and The Buyer's Mandate hereby agree that the information connected to this transaction must not and shall not be released to any person or legal body, EXCEPT THOSE ENTITLED TO KNOW ABOUT IT.

NOTICE

Any and all notices required to be given by one party to the other to this Agreement, shall be in writing and sent by certified/recorded mail to the other party with a copy by Email, directly to the parties referred herein via Email copy stating any changes.

We require 21 days notice in writing for changes of the nominated delivery address and request to increase the quantity.

TITLE OF GOODS

The Title and legal ownership of the Gold will pass to the Buyer after final Assay Report from Buyer's Refinery is received by the Seller and upon effecting full payment of the invoice value.

CLEAR TITLE

The Seller confirms and warrants that the Title of the Gold to be sold herein will be free and clear of any and all liens and encumbrances. The Seller also states that the Gold is not of terrorist and/or criminal origin.

WARRANTY

1. The Seller shall arrange the payment of all the required duties and charges in the country of export.
2. The Seller arranges the payment of all duties, charges, transport and insurance from Country of Export to Buyer's nominated Airport.
3. The Buyer shall arrange the payment of all the required import duties in the country of Import and to the refinery.
4. The Buyer and the Seller accept the Weight and Assay Certificate relating to the Gold from the Buyers nominated Refinery.
5. The Seller warrants that the Gold is legally acquired and that there was no infringement whatsoever of any laws and regulations in the country of origin or any other country that may apply to the history of transfer of ownership from the outset (mining and production) to the present and through the moment that ownership of the gold passes to buyer.
6. The Seller hereby warrants that he/they have applied appropriate care and due diligence in the process of acquiring the Gold and that he/they have observed all legal regulations that apply to this process and that there is no fact that he/they or any of his/their agents are or could be aware of that would taint the sale of Product.

Shipping Schedule to be agreed.

Buyer/Buyer's Mandate returns this offer initialed on each page and accompanied by,

- Name of Legal Representative
- Passport Number of Legal Representative
- Phone Number & Email Address of Legal Representative

Bank

Branch

Bank Address

Account Name

Account No.

SWIFT CODE:

BANK MANAGER:

BANK TEL. / FAX NO.

**SIGNED AND SEALED:
SELLER SIDE**

DATED:

BUYER (SIGNATORY)

NAME & SURNAME:

DESIGNATION/POSITION:

COMPANY FULL PHYSICAL ADDRESS:

TEL NO:

E-MAIL:

WE HERE ACCEPT THE ABOVE CORPORATE OFFER

Location of Delivery : () Singapore () Hong Kong () London

FOB () CIF ()

Weight : 12.5 Kg () 1 KG ()

Quantity : Total () KG/MT Per Tranche () KG/ MT

Frequency : () weekly () monthly () Daily x () tranches

Payment By : BG () , SBLC () , MT 799 BLOCK FUND () ,

Assay required : In the Bank () In the Refinery ()