



(AU) GOLD BULLION – USA

JUNE /2024

(AU) GOLD BULLION - USA - SCO - Soft corporate offers

ATTN:	
COMPANY NAME	
ADDRESS:	
SIGNATORY:	
POSITION:	
TELEPHONE NO:	
E-MAIL:	
VIA	

NON-NEGOTIABLE GOLD BULLION FULL CORPORATE OFFER

We, xxxxxxxxxxxxxxxxxxxxxxxx the authorized Seller owner, offer with full corporate and legal responsibility, under penalty of perjury and confirms that we the seller owner is ready, willing and able to supply you, **XXXX** MT GOLD BULLION BARS OF 1 KG OR AND 12.5 KG IN minimum 999.96% purity for **Contract x 12** months with possible Rolls and Ext under penalty of perjury or fraud, and we are ready, willing and able to legally sell, grant title and deliver the AU metal as described under the terms, conditions and procedures hereunder:

A. COMMODITY

COMMODITY	(AU) GOLD BULLION (Not in the GLD Banking System)
SIZE	12.5KG OR 1 KG GOLD BULLION BARS
HALLMARK	INTERNATIONALLY RECOGNISED HALLMARK
ORIGIN OF GOLD	WEST AFRICA. NON – CRIMINAL ORIGIN
AGE	MORE THAN 5 YEARS
CURRENT LOCATION	STOCK HELD IN A PRIME CUSTODIAN BANK'S VAULT / WAREHOUSE; ADDRESS SHALL BE DETAILED IN THE SAFE-KEEPING-RECEIPT (SKR).
PRICE & DISCOUNT	LBMA, 2 ND FIXING OF THE DAY 14% GROSS AND 11 % NET FOR PURITY 999.96/1000 (MIN).
DELIVERY DESTINATION (BULLION ONLY)	FOB Miami

BRANCH LOCATIONS: United Arab Emirates, Hong Kong, Singapore, United Kingdom.

TOTAL QUANTITY & CONTRACT PERIOD.	Minimum trial is 400 kg Minimum monthly is 2 MT Maximum monthly is 6K MT Minimum contract period is 12 months. Maximum contract period is 1,3,5 years.
PAYMENT GUARANTEE BEFORE DELIVERY	PRIME BANK PAYMENT GUARANTEED BY 100% CONFIRMED, IRREVOCABLE: MT700 DLC, MT SBLC 760, transferable Divisible cash back MT 103-202-MT 799
CURRENCY	THE LEGAL CURRENCY OF THE UNITED STATES OF AMERICA (USD) (\$) OR EUROS (€)
AGENTS' FEES	TOTAL AGENTS' FEES OF 3%; (1.5% TO SELLER'S AGENT(S) (CLOSED) AND 1.5% TO BUYER AGENT(S) (OPEN). WILL BE PAID BY THE SELLER UNDER SEPARATE IMFPA IMMEDIATELY UPON FULL PAYMENT RECEIVED FROM BUYER TO SELLER.

T 799

B. TERMS & CONDITIONS

1. PURCHASE PRICE IN EUROS.

Shall be, based on the Second Fixing of the London Bullion Market Association "LBMA" on the day of closing priced in Euros, as pegged to United States Dollars.

2. DISCOUNT.

The Product is offered by the Seller to the Buyer, with a **14 % GROSS AND 11 % NET** discount from the Second London Fixing of the price of gold per Troy Ounce as quoted by LBMA on the date of each respective Lift, Transfer, or Delivery to the Buyer.

3. COMMISSIONS:

Seller (as agreed) shall pay Seller side 1.5% (closed) and buyer's side 1.5% (open) of the purchase price, as per the terms of this Agreement and the Non-Circumvention Non-Disclosure Irrevocable Master Fee Protection Agreement (the "NCND/MFPA").

4. WARRANTS & PAYMENT INSTRUCTIONS:

WHEREAS the Buyer confirms with full corporate authority and legal responsibility, that he is Ready, to issue a **SWIFT MT 103-202 or SWIFT MT 700 DLC MT 760 SBLC Transferable Divisible cash back. MT 103-202** -MT 799 O SELLER'S NOMINATED RECEIVER FIDUCIARY DESIGNATED BANK ACCOUNT as a Guarantee of payment to purchase the said Gold Bullion Bars.

WHEREAS; the Seller also confirms with full corporate authority and legal responsibility, that he is Ready, Willing and Able to sell the said Gold Bullion Bars and provides **Proof of Product**, via **SWIFT MT600** from the gold **CUSTODIAN BANK**, for the quantity of the **XXXX MT** of **Gold Bullion Bars** to the Buyer's Bank Officer (copied to Buyer) **ONLY upon receipt of the Buyer's confirmed and authenticated CHOICE OF PAYMENT GUARANTEE** to the Seller's Nominated Receiver Fiduciary Designated Bank Account.

WHEREAS; After all verifications of the Commodity, and presentation of Sellers Commercial Invoice in the amount (in **EUR equivalent**), equal to LMBA Price less Percentage Discount of **Eleven percent (11%) net** of the purchase price, the Buyer shall instruct the Buyer's Bank to issue to Seller Bank a **SWIFT MT 103 FINAL** payment to Seller's **NOMINATED FIDUCIARY RECEIVER** Bank Account in exchange of **Full Title and Ownership**.

BRANCH LOCATIONS: United Arab Emirates, Hong Kong, Singapore, United Kingdom.

5. STORAGES: PRIME BANK / WAREHOUSE VAULTS.

6. TRANSACTION PROCEDURES – FOR FOB Dubai.

- i. Seller issues FCO to Buyer.
- ii. Buyer returns the FCO signed and sealed to Seller and along with Buyer's Irrevocable Corporate Purchase Order "ICPO / LOI".
- iii. Upon receipt Seller IMMEDIATELY issues Sales and Purchase Agreement "SPA + NCNDA + IMFPA" for Buyer to review, accept, initialed and return back to Seller.
- iv. Both Parties exchange the executed the SPA/NCNDA/IMFPA and negotiated SPA filling in their respective coordinates, including but not limited to; banking information, International color passport copy, Company Trade License or Company Certificate of Incorporation.
- v. SPA is lodged into both Buyer and Seller Banks, then Buyer's Bank shall issue Ready Willing and Able "RWA" stating that the Buyer has sufficient funds for this transaction as per the SPA. The Sellers Bank will respond TO Buyer's Bank, with an RWA stating they have the signed SPA copy, and are ready to receive the Buyers' Bank instrument(s) of choice.
- vi. Buyer's Bank issues SWIFT MT OF CHOICE as Payment Guarantee to Seller's nominated Bank.
- vii. Upon receipt and authentication of the Buyer's SWIFT MT OF CHOICE into the Seller's Nominated Fiduciary Receiver Bank, the Seller's Gold **Bullion Custody Bank shall issue to the Buyer a Depository Confirmation Letter (DCL) along with Authority To View "ATV" AND evidence of Proof Of Product "POP" via SWIFT MT600 to Buyer's Bank and copy made available by email to Signatory Buyer only.**
- viii. Within three (3) banking days the Buyer or his Appointed Agent will be invited by ATV to the Vault/Gold Bullion storage facility of the Custodian Bank, for physical inspection.
- ix. If required and agreed, Gold is moved at Buyers cost, under Guaranteed Payment and Insurance) An Assay Report or other official confirmation, to be received by the Buyer and his bank, of each bar Stamp Number, recorded and registered with LBMA from an LBMA approved active Good Delivery Gold Member refinery.
- x. After Post Inspection and acceptable Assay Report, Buyer instructs his bank to make payment for the Gold Bullion into the Sellers Nominated Bank Account, via SWIFT MT103 while the SWIFT MT OF CHOICE or accepted bank instrument revolves until the entire quantity is exhausted, with tranches as per refinery schedule, to be determined.
- xi. Parties execute the change of Title of Ownership between Seller and Buyer, upon each settlement.
- xii. Seller pays the Seller Side Nominated Beneficiaries in the FPA or to the Nominated Paymaster of the Beneficiaries. Buyer pays the Buyers Side Nominated Paymaster of the Buyer Beneficiaries.

7. DOCUMENTS

All tranches of au metal shall be accompanied by but not limited to the following documents:

- a) Certificate of Purity
- b) Weight and size of each Gold Bar
- c) Certificate of Legal Ownership
- d) Serial Number per Gold bar
- e) Year of manufacture
- f) Certificate of Origin and Internationally accepted Assay stamp of the refiner
- g) Warehouse Safekeeping Receipt (SKR) from storage warehouse
- h) Commercial Invoice and or similar made out to the Buyer
- i) Packing list and packing specifications (for uplifting)

BRANCH LOCATIONS: United Arab Emirates, Hong Kong, Singapore, United Kingdom.

8. TRANSACTION CONFORMITY WITH INTERNATIONAL REGULATIONS:

The Seller and the Buyer each declare to one another that the commodity offered herein for sale and the origin of the funds used for purchasing the commodity do not contravene any of the following LAWS or any other illegal or criminal activity:

- a) The Drug Trafficking Act of 1986;
- b) The Criminal Act of 1988;
- c) The Prevention of Terrorism (Temporary Provisions) Act of 1989;
- d) The Criminal Justice (International Cooperation) Act of 1990;
- e) The Criminal Justice Act of 1993;
- f) Trade Secret of 1979: Economic Espionage Act of 1993 [18 U.S.C. 1839 (3)]
- g) The Anti-Terrorism Act and the Patriot Act I and II.

9. VALIDITY:

This SCO is presented with a validity period until **June 27th 2024** being the last date signed below, and thereafter this offer shall become **Null & Void**.

1. SOLEMN DECLARATION:

WE / I, the signatory account holder's below, hereby accept this SOFT CORPORATE OFFER in full and WITHOUT CHANGE.

BUYER SIDE SIGNED AND SEALED:

MR
AUTHORIZED BUYER
Company
Email
Web
Phone

BRANCH LOCATIONS: United Arab Emirates, Hong Kong, Singapore, United Kingdom.

FREQUENTLY ASKED QUESTIONS (FAQ) ON Au BULLION GOLD OFFERS

Only for gold offers from the seller

Please read this FAQs before asking for a Zoom Meeting

1) Buyer needs a copy of the SKR from the Seller, and the buyer will show POF. Can the Seller show Proof of Product i.e., the SKR?

The procedure says that the Buyer will be sent a copy of SKR via MT 600, an invitation for TTM and ATV to view and assay the gold **AFTER the payment guarantee is emplaced**, NOT before.

2) Can the buyer get a copy of the SKR as proof that the Seller has the gold?

This is a question of which one comes first. In Swiss procedures, the POP comes first then POF. But this Seller like most other sellers is not selling based on Swiss Procedures. In many cases, buyers have to demonstrate their financial capability to buy the gold first even before moving to SPA stage. This seller is flexible in the sense that after LOI is approved by the Seller, SPA will be given to the buyer within 24 hours. **Buyer will only get the SKR, invitation for TTM and ATV to inspect the gold direct from the seller's fiduciary bank after placement of payment guarantee.**

3) Buyer wants ledger-to-ledger transaction procedures. Is that possible?

Yes, there is a MT103 Ledger on Ledger procedure where our bank withholds the funds in tis General Ledger, releasing them until the gold has been delivered to the buyer, buyer can opt for options without payment guarantee i.e. refundable insurance indemnity deposits.

4) Why need to have a payment guarantee.

A payment guarantee is needed to ensure only those serious buyers who are RWA-ready can submit their LOIs to buy gold from the seller. **There are just too many FAKE buyers shopping around for Seller's details pretending to be buyers. Buyer facilitators got no commission from fake deals so it's better to work on offers with a payment guarantee which are genuine.**

5) My buyer wants to buy based on Swiss procedures. Is that possible with this Seller?

No. We don't sell based on Swiss procedures. We sell strictly based on payment- guarantee based procedures. There are not many Sellers who sell based on Swiss Procedures as most sellers prefer the assurance of getting paid rather than be exposed to the risk of nonpayment.

6) The buyer is in Dubai now. Can the buyer meet the seller in Dubai?

The meeting can only take place **AFTER the payment guarantee is emplaced by the buyer.**

7) Where is the gold now?

The gold stock is held in a Prime Custodian Bank's Security Vaults / Warehouse in Dubai, Hong Kong, Zurich and a few other locations. Exact location will only be made available to buyers via SKR from seller's fiduciary banks only after payment guarantee is emplaced. For security reasons, Seller will not disclose the exact location of the gold to the buyers until buyer's payment guarantee has been emplaced.

BRANCH LOCATIONS: United Arab Emirates, Hong Kong, Singapore, United Kingdom.

8) What is the exact quantity of the gold in each location?

When the buyer's LOI is accepted by the Seller, it will mean that the Seller has the quantity needed to supply to the buyer per buyer's LOI. Exact quantity fluctuates over time and such information will not be disclosed due to security reasons. It is also not relevant for buyers to know in advance.

9) Is this offer real and how do you know that the Seller is legit?

The Seller is easily accessible and contactable but through his authorized mandate. He is from UK but residing in Spain. He has over 30 years' experience in gold business. If you look at the procedures, there is a fiduciary party involved in these gold transactions which adds to the safety of the deal. **A fiduciary party is a trustee who acts for both the investor (s) who financed the gold purchase and the Seller-Owner. The procedures have been vetted and approved by both the Seller-Owner and investors/financiers and compliance to be strictly enforced by the fiduciary party or fiduciary bank so that the interest of the financiers/investors, seller owner as well as the buyers are protected.** The seller can only act within the ambit of the approved procedures and that explains why the procedures are Not Negotiable.

10) We want to know who the FIDUCIARY parties are and where they are.

A lot of confusion arises on the role of fiduciary party. Some think that a fiduciary party is seller's OTG representative and hence wanted to meet him face-to-face.

A fiduciary party in this case is not an individual but **a registered body** or a **corporation** who has been appointed with certain mandates or tasks by both the seller-owner and the investors or financiers. The fiduciary in this case is actually **a trustee** to both seller-owner and investors/financiers and they control the SKR, and funds from sale of the gold and the administration of the sales procedures. **This is by far the safest transaction procedures for gold deals as the fiduciary party or trustee ensure everything goes by the book and the interest of seller-owner, investors/financiers and the end buyer is protected.**

11) The Seller uses fiduciary party account in the SPA which may create confusion that it is a third-party account, hence may be rejected by bankers. What should the buyer do in this circumstance?

The SPA is a legal contract and as such it is legally correct for the buyer's bank to send payment guarantee or actual payment to the seller's fiduciary account which is provided in the seller's banking coordinates in the SPA.

Payment to the seller's fiduciary account is legally taken as payment to the seller and the seller is obligated to perform the contract and deliver the gold upon conformation of receipt of the payment guarantee (and actual payment).

BRANCH LOCATIONS: United Arab Emirates, Hong Kong, Singapore, United Kingdom.

12) What type of payment guarantees are accepted by the Seller?

1. SBLC MT760 Transferable cash back .
2. MT 103-202 pago condicionado
3. DLC MT 700 transferable dividible cash back
4. MT 799 found blocks.

In case there is no MT 103/202. Only an SBLC MT 760 requires a 2% PB.

13) Is there any other option that does not come with The transaction will need to go through the same procedures of LOI / CIS, RWA and SPA. Once payment by buyer has been confirmed by the fiduciary bank, the seller will begin the gold shipment to the buyer's destination. This option is suitable for quantities up to 200 MT per month. This option must be clearly stated in the LOI.

This option is by far the safest and cheapest option as the deposits is refundable and is paid to the seller's fiduciary account, not the account of the Seller.

14) Is option by cash indemnity deposits safe?

Yes, the money is safe. It is purely to be used for insurance premium payment and logistics to lift the gold back to the seller's gold vaults if the buyer defaults and is paid not to the seller personal account but to the seller's fiduciary account which is under control by the fiduciary party or trustee. The money will be kept in the fiduciary account and cannot be touched by the Seller until Seller has provided relevant supporting documents that

the buyer has defaulted in paying for the gold. Once the contract has expired and both buyer and seller have fulfilled their respective obligations, the cash indemnity deposits will be refunded by the fiduciary bank direct to the buyer.

15) My buyer doesn't want offers with any "upfront".

Refundable insurance indemnity deposits are different from the so-called "upfront" payment.

This indemnity payment is revolving and replace the payment guarantee whereas "upfront" is not. Upfront is not revolving and is normally paid directly to the seller whereas in this case the indemnity payment is paid to the 'trustee' or fiduciary party.

16) What is the minimum and maximum order quantity?

Minimum trial is 2,000 kg. Minimum monthly is 5 MT **Maximum monthly is 6K**

MT

Minimum contract period is 12 months. Maximum

BRANCH LOCATIONS: United Arab Emirates, Hong Kong, Singapore, United Kingdom.
contract period is 5 years.

17) Which destinations is FOB and which destinations are CIF? DELIVERY

FOB – Dubai, Hong Kong, Switzerland or Germany CIF –
Not available at this moment.

18) What is the difference between in procedures for FOB and CIF?

Both requires payment guarantee and follows the same procedures except for FOB, there is no airways bills provided in the list of seller's documents given by seller to the buyer.

19) This offer is based on payment guarantee procedures. What if the Seller failed to deliver and the buyer already incurred the cost for payment guarantee?

There is a 1% penalty charge imposed on the seller if the seller defaults.

20) The buyer wants the seller to sign the SPA in wet ink instead of using an electronic signature. Is that possible?

The SPA will be signed in wet during the TTM and the seller's details such as the copy of buyer's passport, business registration copy etc are given to the buyer during the TTM for security reasons.

21) Can the Seller go on zoom with the buyer?

The Seller's procedures have been clearly laid out and as stated above, the only areas that can be "discussed" is when buyer decided to change the type of payment guarantee as this will require different SPA format to be sent to the buyer. There is really not much to be discussed via Zoom and that's explained why seller will not go into zoom or Con Call. Any questions will be answered by the seller's mandate.

22) What are the documents that the Seller will provide to the buyer?

All transfers of TITLE of OWNERSHIP of Au Gold Bullion shall be accompanied by the following documents:

- a) A verifiable Safe Keeping Receipt (SKR) issued by the Custody Bank of the gold with Full Banking Responsibility.
- b) Certificate of Origin
- c) Certificate of Legal Ownership
- d) Commercial Invoice: Four (4) copies will be provided
- e) The Seller's Certificate stating that the AU Gold Bullion is free and clear of all Liens, encumbrances and that the AU Gold Bullion is Freely tradable, exportable, and of noncriminal origin.
- f) Certified Weight List with the following description:
 - a. Receipt of customs duties and taxes
 - b. Receipt of storage

BRANCH LOCATIONS: United Arab Emirates, Hong Kong, Singapore, United Kingdom.

- g) Airway bill (Not Applicable for FOB Transaction).
- h) Packing List (Not Applicable for FOB Transaction).
- i) Insurance Certificate
- j) **Title Owner Holder's International Passport Copy & certificate of company registration.**
- k) The Title of the Gold Bullion Bars shall pass from The Seller to The Buyer immediately upon Full settlement (receipt of payment in full to The Seller by way of T/T or SWIFT MT103 for each Delivery).

Any request from the buyer to obtain the above documents upfront will invalidate the contract SPA.

23). **Can we request for the seller's CIS? We do not want to deal with a ghost.**

The seller's documents will only be shown to the buyer during TTM. If this is not acceptable, please do not send any **And any request for modification of the procedures will only make the deal not doable. The procedures are strictly not amendable nor negotiable. In this instance, please look for other Sellers.**

Those buyers who are willing and able to follow the seller's procedures are welcome to submit their LOIs.

24. The way forward!!

We understand the security concerns of the buyers. That's why before placing large orders, we recommend that the buyers opt for small order first (i.e. below 200MT) using refundable cash indemnity deposits and when confidence is developed, buyer can go for higher quantity using, say, SBLC 760. The SPA for both options can be done simultaneously with the 2nd SPA signed during the TTM for the first deal i.e.

TTM for refundable cash indemnity deposits.

Thank you and warmest regards.

Seller's Mandate

PS: My seller mandate letter is available upon request but will only be given after the seller has issued the SPA to the buyer.