



DORE - GOLD

SOFT CORPORATE OFFER

TO THE KIND ATTENTION OF:

REPRESENTED BY: MR.

TITLE: CEO

STRICTLY CONFIDENTIAL

xxxxx, represented by its **CEO Mr. xxxxxx**, hereby issue this **SCO** as we have Gold Sellers/Owners including Miners in many African Countries. Therefore, we are glad to represent your Company in Africa as to enable us to provide you Gold from Guinea and in many order Countries in Africa. We the Company mentioned here above –declare under penalty of perjury, that we are Ready, Willing and Able to provide You Gold, which is Clean, Cleared and of Non-Criminal Origin and free from any liens and encumbrances.

Based on CIF, we shall use our Fiduciary to process all Export Documents before delivery of the Gold to Buyer's International Airport for further delivery to Buyer's Refinery, where all Assays will be made before Buyer's payment.

This **Soft Corporate Offer (SCO)** is firm/valid/good and open for three (3) Days starting from this **Date: xx xx xxxx**. The undersigned hereby confirms that we are Ready, Willing and Able to enter into a Sales and Purchase Agreement (SPA) which enables us to represent your Company and provide you Gold from Non-Criminal Origin and we further declare that the Gold is not from any Conflict Zone.

All Trade shall stand with Rolls and Extensions, according to the following specifications, terms and conditions hereunder stated.

Article 1) DESCRIPTION OF COMMODITY & SUBJECT OF CONTRACT:

Commodity	Physical Gold Bars (AU)
Product Form	1Kg Bars of GOLD Standard/System
Fineness (Purity / Ct)	96% Purity, 23Carats as per Certificate of Analysis at origin
Origin/ Brand	Guinea and the Gold must be of non-criminal origin
Current Location	Guinea- West Africa, for further delivery to Buyer destination
Packing	Standard Pallet or Metal Box

Port of Loading	Guinea, West Africa
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Delivery Destination	CIF to XXXXXXXXXX Airport (XXXXXX) (Incoterms 2020) commences after Bank-to-Bank confirmation of SWIFT SBLC
Fest Tranche (Trail)	After Delivery of 2000 Kilograms Trail , follows by Yearly Contract, per 10000 kgs.
Duration of Contract	90Days, a new (1-Year) Contract can be signed at any time
Price Calculation	Price shall stand at LBMA less discount of 20% Gross / 17% Net to Buyer = 3% Commission to Brokers (1.5% Buyer side, 1.5% Seller side)
Agreed Final Assay	Buyer shall refine the Gold into Bullion Standard (24Carats-999.9/ 1000Purity) at Buyer's Refinery before payment.
Insurance	With a first-class insurance institute to cover 110% (One Hundred Ten Percent) of the value of the Commodity at Seller's cost.
Inspection	Thru the Government Geological Assay Report before loading and Final Assay by Buyer's Refinery.
Payment Guarantee	Irrevocable, Confirmed, Transferable, Assignable, Divisible Standby Letter of Credit SBLC MT760 valid for 90Days only .

Performance Bond:	Seller shall transfer 2%PB Performance Bond to Buyer’s Bank upon receipt of Bank-to-Bank SWIFT SBLC MT760 confirmation from a top-rated Bank.
Payment	Payment will be made via MT103 Swift wire transfer based on final Assay Report at Buyer’s Refinery as agreed on 24Carats / 999.9/ 1000Purity .
African Assay to Final Assay	The Gold Assay from Africa less Ghana is expected to be of 23Carats and 96%Purity or lower while the final Assay report at Buyer’s Refinery shall stand at 24Carats / 999.9/ 1000Purity Fine Gold Bars or Bullion Standard before Buyer Payment
Currency	All valuation and payment as part of this transaction shall be calculated in United States Dollars (“USD”) and being paid in USD.
Commission	Total Commission: 3% (Three Percent): 1.5% to Seller side and 1.5% to Buyer side, Seller pays all Commission.

Article 2) CONSIGNEE DETAILS AND DESTINATION DELIVERY:

All deliveries under this contract shall be consigned to below add, can be changed but must be notified **SELLER** 10 days before the time.

REFINERY DETAILS:

COMPANY NAME:

ADDRESS:

CONTACT

PERSON: TEL. NO.:

EMAIL:

XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

Article 3) PAYMENT GUARANTEE:

Seller shall issue the SPA (Sales and Purchase Agreement) to the Buyer, after the **SCO** has been signed and sealed by the Buyer. Once the Contract is fully signed and sealed, Buyer shall issue a **BCL (Bank Commitment Letter)** to **Seller**. Upon confirmation of this letter, Buyer’s Bank shall issue a Bank Guarantee known as **Pre-Advice MT799 (RWA)** and final **SWIFT SBLC MT760** with a value not less than **US\$31,500,000.00 Thirty One Million, Five Hundred Thousand United States Dollars Only** to the **seller** nominated Bank in order to accomplish Trail delivery of **500Kilograms** with a Discount of **20% Gross and 17% Net to the Buyer and 3% to Brokers**. After completing the Trail quantity, the **SBLC** shall be terminated and returned to Buyer Bank without any default.

ARTICLE 4) CIF-PROCEDURE FOR SPOT DELIVERY OF 500 KILOGRAMS WITHIN 90DAYS

- 1) We shall send **SCO (Soft Corporate Offer)** to Buyer for review and amendments (if any), Buyer fills up all required details, sign, seal and send it back to **Us**.
- 2) Upon receipt of the **Soft Corporate Offer** fully signed and sealed by the Buyer, **Seller** shall send a Draft SPA to

Buyer for his review and amendments (if any), Buyer fills up all required details, sign, seal and send back with Company Registration Certificates along with Passport Copy and full CIS to **Seller**.

- 3) Upon receipt of SPA fully signed and sealed by the Buyer, **Seller** shall release its Company Certificates including Passport Copy and full CIS to Buyer. Buyer's Bank issue a **BCL (Bank Comfort Letter)** to **Seller** which confirms Buyer's Bank readiness to Swift Bank Guarantee with Duration of **90Days**. Upon confirmation of this letter, **Seller** shall fly to the Country where the Gold are located in order to provide POL (Proof of Life Product)– Video – to the Buyer.
- 4) Upon Buyer Confirmation of POL, Buyer Bank issue a **Pre-Advice MT799 (WRA)** to **Seller** nominated Bank with a duration of **90Days** covering the amount of **US\$31,500,000.00 Thirty-One Million, Five Hundred Thousand United States Dollars Only**, Buyer shall send the Swift Copy to **Seller**.
- 5) **Seller** nominated Bank confirm the **Pre-Advice MT799** and responds via **Swift MT199** requesting for the **SBLC**. Upon Buyer confirmation, Buyer's Bank release the **SWIFT SBLC MT760** and sends the Swift Copy to **Seller**, upon receipt of Bank-to-Bank **SWIFT SBLC MT760** from a top-rated Bank, **2%PB Performance Bond** will be transfer to Buyer's Bank.
- 6) Upon Buyer confirmation of **2%PB Performance Bond**, under 15Days, **Seller** shall deliver the **500Kilogram GOLD DORE BARS** to a Security House for Safekeeping while preparing all Export Documents before Airlifting to Buyer's Country. After processing all Export Documents, Buyer will be informed about Time of arrival of the Gold with all Export Documents including the copies of the **SKR**.
- 7) Upon Buyer's acceptance, **Seller** shall fly together with the **Gold 500 Kilograms** to Buyer's designated Airport where Buyer or his representative shall wait at arrival in order to receive the Gold. Buyer shall clear Customs and handle all applicable Import Taxes and other formalities at Buyer Airport. Buyer shall also organize the Logistics and Security to deliver the Gold to his Refinery at his cost.
- 8) Upon Arrival at Buyer's Refinery, the Gold shall be smelted and process to final Assay. Buyer's Refinery shall release the copies of the final Assay Report to both Parties which shall stand at **24Carats and 999.9/ 1000Purity-Bullion Standard** before Buyer payment.
- 9) Upon certification of final Assay Report, **Seller** shall release the final Invoice to the Buyer. Within 24 hours, Buyer shall release the payment via **MT103 Wire Transfer** to **Seller Bank and Seller Bank** pays all Commission to all Facilitators & Intermediaries and to the owners of the Gold.
- 10) After completing the Trail Contract, the **SBLC** shall be terminated and returned to Buyer Bank without any default, follows by Yearly Contract with R&E after Trail Delivery.

Article 5) DOCUMENTS:

Each shipment and delivery shall be identified with all appropriate FCA reference codes and Seller shall provide the following documents to Buyer prior to arrival of goods or when delegates arrive at the port of destination. Said

documents shall be issued in the English Language. These documents shall accompany each delivery and these copies shall be sent to the Buyer 2 days before the shipment leaves the Country of Origin:

- A) Four (4) copies of commercial invoice
- B) Packing List (in numbered packages of 100Kg/ Box or minimum 50Kg/ Box)
- C) Certificate of Assay showing purity of the Gold
- D) Certificate of Ownership / Tax Clearance Certificate
- E) Certificate of Origin
- F) Copy of SPA and Evidence of Customs Duty Payment in the Country of Origin
- G) Origin of the Goods Certification
- H) Export Permit I) Airway Bill
- I) Declaration by the Seller/Supplier stating that the Gold is from non-criminal origin and free from any liens, taxes and encumbrances and a declaration that the gold is not from a Conflict Zone (these documents will be annexed (Both Parties' Representatives shall be in constant contact with each other till the delivery and before lifting the goods to final destination to ensure that the delivery takes place without any hindrance)

Article 6) BANK COORDINATES:

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Seller Signed Pg. 3/7 Buyer Signed

SELLER'S BANK COORDINATES: RECEIVING PAYMENT AND RWA LETTER /MT799 PRE-ADVICE/ SWIFT SBLC MT760 ACCEPTED AND APPROVED BY SELLER FINANCIAL BANK:

SELLER, represented by its CEO **MR. CHARLES** do hereby agree to use his Fiduciary Bank stated below account. However, it can be changed but must notify **XXXXXXXX-XXXXXXX** by: **MR. XXXXXXXX-XXXXXXX** within **2Days**.

BANK NAME	BANCO SANTANDER
BANK ADDRESS	

BUYER'S BANK COORDINATES: SENDING PAYMENT AND RWA LETTER /MT799 PRE-ADVICE/ SWIFT SBLC MT760 ACCEPTED AND APPROVED BY SELLER FINANCIAL BANK:

XXXXXXXXXXXXXXXXXX, represented by its CEO **MR. XXXXXXXXXXXXXXXXXXXX** do hereby agree to use below mentioned account. The Buyer may change it but must notify **SELLER** , Represented by

BANK NAME	XXXXXXXXXXXXXXXXXX
BANK ADDRESS	XXXXXXXXXXXXXXXXXX

Electronic signature is valid and accepted if promptly accompanied by an original as demanded.

SELLER hereby confirms that we have read and accepted to follow all procedures indicated in this FCO.

SIGNED FOR AND ON THE BEHALF OF **SELLER**

We, the Buyer do hereby confirm that we have read and accepted to follow all procedures indicated in

NAME:
 REPRESENTED BY:
 TITLE:
 TRUSTEE C/C – TIN: _____ this

SELLER

SCO. By signing this SCO, we further confirm that we

CEO _____

Agrees. SIGNED FOR AND ON THE BEHALF OF **BUYER**

XXXXXXXXSIGNXXXXXXXXSTAMP XXXXXX SEAL XXXXXX

 COMPANY NAME: XXXXXXXXXXXXXXXXXXXX
 REPRESENTED BY: MR. XXXXXXXXXXXXXXXXXXXX
 TITLE: CEO
 COMPANY REGISTER NUMBER: XXXXXXXXXXXXXXXXXXXX
 EMAIL ADDRESS: XXXXXXXXXXXXXXXXXXXX
 WHATSAPP: XXXXXXXXXXXXXXXXXXXX

Dated: March 19, 2024

WE DECLARE THAT THE GOLD IS FROM NON-CRIMINAL ORIGIN AND FREE FROM ANY LIENS AND ENCUMBRANCES AND WE FURTHER DECLARE THAT THE GOLD IS NOT FROM ANY CONFLICT ZONE.

END OF SCO

This offer is open for only 05 DAYS from: September 10, 2024

After three Days it shall be considered null and void.