

NON-NEGOTIABLE **GOLD DORE BARS** SOFT CORPORATE OFFER

A. COMMODITY

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| COMMODITY | (AU) GOLD DORE BARS |
| SIZE | 1 KG GOLD BULLION BARS |
| PURITY | +22K AT +96% |
| ORIGIN OF GOLD | WEST AFRICA. NON – CRIMINAL ORIGIN |
| 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 16% GROSS AND 13% NET TO BUYER. |
| DELIVERY DESTINATION | FOB DUBAI OR CIF TO BUYER'S DESTINATION. |
| TOTAL QUANTITY | TRIAL ORDER: 1MT (1,000 Kg) MONTHLY DELIVERY: From 5 MT UP TO 40MT X MONTH |
| PAYMENT GUARANTEE OPTIONS AVAILABLE (MUST BE SENT PRIOR TO PoP) PLEASE CHOOSE ONE | PRIME BANK PAYMENT GUARANTEED BY 100% CONFIRMED, IRREVOCABLE: <ol style="list-style-type: none"> 1. SBLC MT760 2. BG MT760 3. DLC MT700 4. MT799 BLOCKED FUNDS (Subject to approval) 5. MT103 L2L (Only with HSBC or Deutsche Bank) 6. REFUNDABLE CASH INDEMNITY INSURANCE DEPOSITS OF EURO 450,000 BACKED UP BY A PERFORMANCE BOND |
| CURRENCY | THE LEGAL CURRENCY OF THE UNITED STATES OF AMERICA (USD) (\$)OR EUROS (€) |
| AGENTS' FEES | WILL BE PAID BY THE SELLER UNDER SEPARATE IMFPA IMMEDIATELY UPON FULL PAYMENT RECEIVED FROM BUYER TO SELLER. TOTAL AGENTS' COMMISSIONS OF 3%; (1.5% TO SELLER'S AGENT(S) (CLOSED) AND 1.5% BUYER SIDE (OPEN)). |

B. TRANSACTION PROCEDURE:

The Seller and Buyer solemnly agree as follows for CIF – BUYER'S DESIGNATED INTERNATIONAL AIRPORT.

A. Seller has issued FCO which basic terms and conditions acceptable to the Buyer subject to the final SPA and buyer have signed the FCO AND ISSUED A LOI TO SELLER COMPANY to proceed.

B. Seller issues a SPA to the Buyer to complete and return after any final agreed amendments, shall there be any.

C. After mutual agreement with the final SPA, The Buyer (first) and The Seller (second) will sign and seal this Sales and Purchase Agreement with their full banking coordinates within the SPA, NCNDA and IMFPA.

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

E. The Buyer will then instruct his Bank **to send to Seller's Fiduciary Bank the CHOSEN PAYMENT GUARANTEE OPTION** to the Fiduciary receiving Bank, on behalf of the Seller, Amount based on the First delivery of **1,000 KG GOLD DORE BARS**, INCREASING IT TO COVER THE NEXT MONTHLY TRANCHES.

F. Upon receiving, verifying, authenticating, and validating the SWIFT MT OF CHOICE at the SELLER'S Fiduciary bank, the Seller notifies the GOLD DORE BARS CUSTODY BANK to issue Proof of Product BY WAY OF POP/SKR CERTIFICATE with full bank responsibility issued in Seller's name by the Custodian Bank via SWIFT MT 600-700, the Seller within 7 to 15 days starts delivery direct into Buyer's destination International Airport.

G. Prior to Aircraft Departure from the country of Origin, the Seller shall notify Buyer 2 (two) days ahead of the Airline, Flight Number, Date of expected Departure, and Arrival Date and Time, Copies of all export documents should be sent immediately to the Buyer by e-mail, in return the Buyer should acknowledge the receipt of the documents.

H. The Seller is responsible for Gold Bars delivery to buyer's designated International Airport, while Buyer is responsible for all charges to move the Gold Bars from the airport to his Nominated Refinery and for any expenses generated at such Refinery. The Gold Bars go into the designated account of the Buyer at the refinery; final assay report shall be issued by buyer's end refinery after the completion of analysis which may be witnessed by buyer and seller, and according to the quantity and amount of the assay report, payment released should be 100% done before buyer picks up gold bars from the refinery.

I. Once the Buyer has settled the cost of the first tranche of the **1,000 KG** Gold Dore Bars with the Seller of the gold, the Title of ownership of equal quantity of the first tranche of **1,000 KG** Gold Dore Bars will be transferred to Buyer, with subsequent transfers made in the same way.

J. Buyer's SWIFT MT PAYMENT GUARANTEE OF CHOICE shall be used for subsequent tranches as agreed between Buyer and Seller following the same process: full payment for the tranche of **1,000 KG** Gold Dore Bars (via MT103 or T/T) in three (3) days after title transfer, against transfer of Title of ownership of the first delivery of **1,000 KG** Gold Bullion Bars to Buyer.

K. The commissions due will be paid by the Seller immediately and without delay to each appointed Paymaster or Beneficiary after each tranche and as per the Terms and Conditions of the SEPARATE NCNDA/IMFPA which forms part of this Agreement

L. Once the **XXX MTS** is completely delivered to Buyer, the SWIFT MT XXX PAYMENT GUARANTEE shall be vacated at the final transaction unless both parties agree to extend the contract to cover next tranches.

M. TRANSACTION CONCLUDED.

C. 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 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.

Please keep in mind that this procedure is non-negotiable, if you want to move forward please issue a LOI + CIS indicating the monthly amount required, the delivery country and name of the bank that will issue the PG addressed to: (ASK US)

Dated: March 2025

FOR DORE BARS FREQUENTLY ASKED QUESTIONS (FAQ)

Minimum Monthly Tranche: 5MT

Max Monthly Tranche: 40 MT

1) Which destinations is FOB and which destinations are CIF?

DELIVERY FOB – Dubai, USA, Hong Kong, Switzerland, Singapore or Germany

CIF – Only will be available with previous authorization case by case.

2) 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.

3) 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.

4) 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.

5) 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 ConCall. Any questions will be answered by the seller's mandate.

6) 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
- 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 LOI. 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 1 TO 10 MT) 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.

