



BRINKS

GOLD BULLION - BRINKS TO BRINKS (HALLMARKS MORE THAN 5 YEARS OLD)

GOLD OFFER (AU) APRIL 2025

SOFT CORPORATE OFFER - GOLD BULLION

We, the undersigned, **designated Mandate**, hereby state and represent that we are authorized to offer for sale AU Bullion with Hallmarks more than 5 years old, as Allocation holder/Seller for a trading house ("Seller"). The Seller is ready, willing, and able to enter a Private Sales and Purchase Transaction for selling this AU Bullion, **located in Secured Warehousing with Brinks in Dubai, New York, Switzerland, London, Asia**, with specifications, procedures and terms as conditions as detailed below:

Commodity: (AU) GOLD BULLION (Not in the GLD Banking System)

1) Commodity Specifications:

- 1.1 International Precious Metal Gold (AU) in Bar form.
- 1.2 Importable and Exportable Worldwide Original GLD AU Bars in 1 kg and 12.5 kg weight bars.
- 1.3 Hallmarks are more than 5 years old.

2) Hallmark and Origin:

- 2.1 Various internationally recognized Hallmarks.
- 2.2 Internationally Recognized Hallmarks: Umicore, Royal Mint, Baird & Co., Metalor, UBS Valcambi, Heraeus, Johnson-Matthey, Degussa, Credit Suisse, Commerzbank, Rand Refinery, Mitsubishi, Emirates, Etihad
- 2.3 Origin: Asia / America

3) Specifications s Fineness:

- 3.1 Bars of 1 kg and 12.5 kg of AU metal (1 kg = 32.1507425 Fine Troy Ounces).
- 3.2 Minimum 999.5% (MIN) of Fine Gold or better.
- 3.3 24 Carats Minimum.

4) Quantity, Tranches and Terms:

- 4.1 Total Contract: 24,000 Metric Tons (Twenty-Four Thousand)
- 4.2 Delivery: CIF Dubai

- 4.3 First tranche: To Be Defined
- 4.4 Monthly Quantity: 2,000 Metric Tons (Two Thousand)
- 4.5 Term of contract - 12 months. Rolls and extensions to be determined

5) Current Location: stock held in a Secured Warehousing with BRINKS Security Company in Dubai, New York, Hong Kong, Indonesia. Address shall be detailed in the Safe-Keeping-Receipt (SKR).

6) Delivery:

- 6.1 To Buyer's LBMA accredited refinery in Dubai. Buyer responsible for all import taxes, if any.
- 6.2 Incoterms 2010 or latest.

7) Selling price:

- 7.1 The discount to be applied shall be LBMA **less 8 % Gross / 5 % Net per Kilogram**. Based on Price Fixing at the LBMA on the prior day of execution, or in the event LBMA is not operating on that scheduled day, the price calculation shall be based on the 2nd fixing of the Market opening day at the London Bullion Market Association (LBMA).

8) Commission:

- 8.1 The commissions of 3 % will be paid by the Buyer as per the terms of the **Irrevocable Master Fee Protection Agreements (IMFPA)** as follows:
 - a) 1.5% to Seller's Agent (Closed)
 - b) 1.5% to Buyer's Facilitators

- 8.2 The commission shall be paid at the same time as the payment is made by Buyer to Seller.

9) Packing:

- 9.1 Export Packing/ Pallet by Metal Strapping / Bubble Wrap and Insurance.

10) POF, POP and Payment – Options:

- 10.1 Brinks to Brinks option: Buyer must have a Brinks account. Buyer's Brinks will do POF and Seller's Brinks will do POP – all Brinks-to-Brinks. Normally the Product is delivered by Brinks to Buyer's selected refinery, and after satisfactory Assay Test Results, Buyer's Brinks will pay in full for the Product. Alternatively, if buyer is satisfied with the existing Product documentation, the product can remain in its existing location inside Brinks' Secured Warehouse. After payment confirmation, Title transfer and ownership/title documents will be done by and provided Brinks-to-Brinks.

11) Off market - Private treaty transaction:

- 11.1 This is an "Off market - Private treaty sale" transaction, and not to be transacted under the

Swiss Procedure or established guidelines under the Patriot Act or World Gold Council.

12) Payment And SKR/POP:

a) Payment Guarantee Before Delivery

A guarantee of payment must be in place with a value of the greater of either: the first tranche delivery or the monthly/weekly recurring scheduled delivery. Funds can be In USD or Euros by SWIFT, Clean and Clear Funds of Non-Criminal Origin from any Top 25 Bank, REVOLVING SWIFT exclusively:

- MT 760 Non-operative SBLC or
- MT 700 DLC
- MT 760 Bank Guarantee - BG

The guarantee must be VALID FOR 366 DAYS or for the duration of the entire scheduled lift contract.

b) SKR/POP/ Inspection / Performance Bond:

After Buyer's bank has sent the Payment Guarantee, the Seller's bank will send POP/SKR in Buyer's name via Swift MT 600-700 along with a 2% Performance Bond to Buyer's bank for inspection.

c) Payment: By Swift MT 103 or TT in USD or Euro.

13) Charges: All administrative charges, including the transfer of new Title of Ownership to Buyer, separate vault keeping, and physical invitation for inspection, shall be borne by the Buyer.

14) Inspection: Viewing/Physical inspection at the BRINKS depository upon invitation and only after receipt and confirmation that the buyer's Payment Guarantee is in place.

15) PROOF OF PRODUCT (POP): Shall include

- Certificate of Origin
- Certificate of Assay
- Certificate of Ownership, with Full Responsibility, stating that the AU gold bullion is free and clear of all liens, encumbrances, and is freely tradable and of non-criminal origin
- SKR Certificate Issued by the custodian (Brinks)

TRANSACTION PROCEDURES:

The buyer accepts the below procedures and confirms solemnly to the Seller as follows:

- A. After the Buyer has returned the completed, signed Irrevocable Corporate Purchase Order (ICPO), the Seller will issue the Sales and Purchase Agreement (SPA).
- B. After mutual agreement, the Buyer (first) and the Seller (second) will sign and seal the Sales and Purchase Agreement (SPA) with their full banking coordinates along with their BRINKS account details and also sign the Non-Circumvention Non-Disclosure Agreement ("NCNDA"). Buyer and Seller will sign respectively the Irrevocable Master Fee Protection Agreements ("IMFPAs") with their Mandates/Allocation Holders and Facilitators.
- C. The Seller and the Buyer will lodge the completed set of documents with their respective BRINKS Officer and/or banks.
- D. Proof of Funds (POF) and Proof of Product (POP) are done as per the option preferred by the Buyer: Bank Officer Top 25 Bank and/or Brinks respectively.
- E. If Buyer decides to purchase the Product, without additional assaying/testing, Buyer pays for the Product and takes Title transfer of the Product in the BRINKS warehouse where it is located; OR alternatively,
- F. If Buyer wants the product to be assayed by its own LBMA accredited Refinery, the Seller will transport at their own cost and risk the Gold shipment to the Buyer's LBMA approved Refinery, using Brinks.
- G. The Buyer is responsible for all the arrangements regarding Import license and Import Duties in the destination country, if the Buyer's refinery is not in a tax free zone.
- H. After the Final Assay Report is issued by the Buyer's Refinery, or alternatively if the buyer is satisfied with the existing Product documentation, the full payment for the Product will be made by Buyer's Brinks' account, within two (2) banking days to Seller's Brinks' account or Seller's bank account.
- I. The transfer of the title is made to Buyer against final payment - Seller's Brinks' account to Buyer's Brinks' account.
- J. Simultaneously with the payment to the Seller's Brinks' account or Seller's Bank account, the Buyer will pay both the Seller's Allocation holder and facilitators and Buyer's side facilitators. their due commission as per the IMFPA.
- K. TRANSACTION CONCLUDED.

We trust that this proposal will meet your expectations, and we look forward to receiving your ICPO and supporting documents, and to establishing a mutually beneficial long-term business relationship with your company.

Kind regards,

Accepted By Buyer:

Buyer’s Signature: Director:

Date:

Buyer details: Company Name:	
Legal Address:	
Signatory:	
Passport:	
Mobile:	
Email:	