



DATE OF ISSUE	May 27, 2025
TRANSACTION REFERENCE NUMBER	WHK- WT/WASTHHKAU23/3659
VIA co mandates	Mr. J. Lopez / Gomez Ossa Int.

We, the Buyer and Seller, hereby confirm the sale and purchase agreement of gold bars (AU Metal) on the following transaction procedure with specific terms and conditions, including applicable Addendum and Appendixes.

Specification and Description	
Commodity	Physical Gold Bars (AU Metal) under the certificate of deposit insured by private warehouse.
Product Form	12.5Kg (circa 400ozt) each bar from meeting GLD Standard specification Fineness.
Fineness (Purity)	99.99% or better to 100%.
Hallmark	Internationally Acceptable Hallmark (Johnson Matthey)
Age	Physical gold bars are less than five (5) years by assayed certificate.
Packing	Standard Pallet.
Origin	South Africa / Hong Kong.
Current Location	At private security warehouse - Hong Kong
Port Loading	FOB – Hong Kong
Destination	XXXXXXXX
Delivery	FOB – Hong Kong. port FTZ (as per INCOTERMS 2010).
Total Quantity	25 Metric Tons (25 MT) with Rolls and Extensions
First Tranche	TWENTY-FIVE (25) Metric Tons (25,000 kgs) in 62.5 boxes of 400 kgs (each box containing 400 gold bars) Minimum proof of funds confirmation is strictly required.
Price Calculation	L.B.M.A 2nd fixing of delivery date less net to the buyer.
Currency	All valuation and payment as part of this transaction shall be calculated in United States Dollars (USD) and/or in European Union (EUR)and/or (CNY).



Discount	Net 7% to Buyer
Consulting Fee	Buyer Side 1.0% Seller Pays
Proof of Fund	By Bank Confirmation Letter (BCL, and Blocked funds by MT760 via bank-to-bank conduct between bank officers on the date of verification appointment
Payment	Bank-to-Bank / Ledger-to-Ledger same day value according to final assay report.
Inspection	Blocked Funds before physical inspection and/or test tranche delivery in Hong Kong.
Block Funds	Before Physical Inspection
Selling Price	The agreed price calculation used shall be based on the 2nd LBMA fixing (pm) of the next market opening day for gold bullion (AU) and quote price per transaction currency in this agreement on the day of the transaction of net price to the buyer.
Validity	10 days If interested. Please send the LOI signed by the buyer.

Transaction Procedure – Terms and Conditions

1. Upon accepting this draft SCO via return signed and initial together with LOI and / or CIS to the seller. And continue with the draft Sale and Purchase Agreement (SPA) to the buyer.
2. Upon accepting the draft SPA, the parties fixing to fulfill all necessary information including the transaction bank details (Appendix-A of the SPA) to be ready for signing and seal including the IMFPA and schedule agreement via Irrevocable Work Order Agreement (IWOA).
3. Seller and Buyer shall officially lodge the signed SPA including IMFPA/IWOA to their transaction bank according to the schedule agreement at the Irrevocable Work Order Agreement (IWOA)

Both parties shall execute the transaction according to the following procedure terms, conditions, stipulate and agree that the designated transaction reference number which thereby becomes a full commercial recourse contract.

4. **Confirmation of Appointment** (Confirmation of appointment of the respective bank officers will be made after submitting this agreement to both banks)

- The seller's Bank Officer (SBO) will contact the **Buyer's Bank Officer (BBO)** via bank secured call and communication to confirm the Sale and Purchase Agreement (spa) has indeed been lodged in accordance with the transaction procedure, its terms and conditions



acknowledge the existence indicating transaction reference number

- The **SBO (Seller Bank Officer)** and **BBO** will discuss, clarifying and all issues in any matter, explained verbally between the SBO and BBO that needs clarification and confirmation of the clients:

Buyer/account holder has deposit capital ability for the face value of the first shipment 25MT for the transaction. - Seller/account holder has ability to sell, and ownership transfers the equivalent physical gold bars of 25MT

- Confirmation of the parties is fully accepted and agrees to prove their capability for the completion of this transaction via ledger-to-ledger and/or bank-to-bank with full bank responsibility due diligence and will be performed between bank officers.

NOTE: This agreement shall be deemed to have defaulted and be immediately terminated if the BBO fails to receive/return the call of the SBO within twenty-four (24) hours.

5. **Verification Clearance** the SBO and BBO agrees to exchange the proof of funds (POF) via MT199 and proof of product (POP) of the first shipment **25MT** of physical gold bars indicating the transaction reference number on the specific matter such as:

- The BBO shall confirm the availability of funds for the face value of the first shipment of Twenty- Five (25) metric tons of physical gold bars as approximately One billion five hundred thousand million United State Dollar (**Pls see Pro Forma Calculation**) by bank-to-bank (swift code necessary) confirmation available funds via Bank Confirmation Letter (BCL) in an irrevocable banking confirmation to the seller at HSBC-main building, Hong Kong address to the seller's name and transaction reference number (accept verbiage in Appendix-D of the SPA).

- **Within Three (3) banking hours** (nearly simultaneously) the SBO shall confirm the first shipment 25 metric tons of physical gold bars under the seller's name by ownership confirmation certificate and certificate of deposit by private warehouse individually stamps by SBO confirming the gold commodity being sold, the POP confirmation to be delivered upon the successful confirmation of the POF.

a. Within One (1) banking day from the date of the successful confirmation of the POF and POP, the SBO shall send the official "Invitation Letter" invite the buyer attend the Table Top Meeting (TTM) at seller's bank -HSBC, main building, Hong Kong for submit the final terms and conditions, followed by a visit to the seller's security private insurance warehouse located in Hong Kong for presentation and explanation in detail together with the full package of original certificates and product documents by the warehouse management team and organize the first shipment of physical gold bars twenty (20) metric tons for physical inspection with related POP documentation together with the buyer's appointed refinery/logistic and/or buyer's signatory.



NOTE: The payment against ownership transfer can be doing at the seller's security private warehouse immediately the physical inspection of Twenty-Five (25) metric tons together with documents listed successful. Test tranche for smelting is accepted 1 metric ton to the buyer's appointed refinery location in Hong Kong (25MT blocked funds is necessary)

Blocked Funds requirement is necessary in total of first shipment of Twenty-Five (25) metric tons under the Transaction Reference Number: SR/WS/HKAU/202502/001 (accept verbiage in Appendix of the SPA) by ledger-to-ledger confirmation in case of the test tranche delivery to be moved to the buyer's appointed refinery for fresh assaying inspection to guaranteeing the first shipment to be sold and cover any damages of test tranche physical inspection with the payment is not defaulted.

6. Physical inspection method will be mutually agreed upon selection, non-destructive chemical, spectrograph, smelting or fire assay can be used along with visual inspection of all parts to verify the purity, weight, hallmark, age and serial number and necessary documents listed. All costs in inspection will be to the Buyer's account. The seller's security team will be always present, the seller permits the smelting to be conducted by the buyer's nominated refinery within Hong Kong for the purposes of assaying and limited to not more than 25 metric tons.

The parties will acknowledge and accept either the submitted assay report (as per documents list) and/or fresh assay report by the nominated refinery by the signatures of the buyer and the seller their representatives.

Delivery Documents

The seller shall deliver all relevant documents for each tranche of physical gold bars (AU Metal) in accordance with international law to the buyer or his representative. Documents shall be identified by the transaction reference number indicated in this agreement.

- Certificate (s) of Origin.
- Certificate of LEGAL Ownership.
- Export Permit and License.
- Certificate of deposit by Private Security Warehouse Keeping Receipt.
- International Accepted Assay (Perth Mints) and less than five (5) years.
- Commercial Invoice / Four (4) originals.
- Packing List.
- Certificate of weight list describing each bar: serial number, fineness, raw and weight 1kg.
- Custom, Duties and Taxes clearance payment receipt.
- Declaration and description of boxes quantity weight list each shipment transaction.
- A declaration that gold bars are free and clear of all liens and encumbrances and freely tradable and exportable and of non-criminal origin.
- Resource confirmation issued by the government of exportation.



7. Warrants

The seller warrants the following:

- a. Seller will be able to arrange the legal permission for air cargo landing and taking off correctly by the rules of Hong Kong aviation until the buyer's logistic transport safely leaves from Hong Kong territory.
- b. All bullions are good, free and clear of all liens, mortgages, and encumbrances of any nature, non-terrorist, non-criminal origin with documentation declaring the same.
- c. Guarantee the bullion can be exported and lifted without any restrictions to any country.
- d. Seller responsibility any costs of inland transportation and packing, upload including security team of delivery per FOB – Hong Kong conditions.
- e. Seller guarantees the air cargo safely leaves Hong Kong airport and port.
- f. The subsequent tranches, rolls and extensions will be repeated until the contractual quantity exhausted shall be considered on the first shipment successful.
- g. Seller responsibility the cost of physical gold bars less than five (5) years old.
- h. Rolls and extensions are determined by the seller and buyer agreement at TTM.
- i. Local taxes, fees and licenses relate to commodity and to its sale and purchase.
- j. Buyer will be responsible for paying the assaying, re-smelting, refinery, inspectors, logistic company, air cargo, ship transport from Thailand to designated countries.
- k. The procedure shall be repeated (subject to storage availability) at the sole discretion of the seller, until this contract quantity of physical gold bars is exhausted within 24 weeks.
- l. The contract quantity schedule will be accordance of Appendix-B in this agreement.

Payment the parties will mutually calculate L.B.M.A. 2nd fixing of delivery date of sale price less net to the buyer by full-payment release equal NINETY-THREE percent (93.0%) by bank-to-bank via MT103 or Cash Transfer for each successive delivery quantity to the seller's nominated bank account against the ownership transfer.

Consultant Fees upon the full payment to the seller's account successful, paymaster simultaneously pay the consultant fees automatically paid to all beneficiary's accounts as referred to in the IMFPA as a material part of this agreement, including every lifting, rollovers and extensions.

NOTE: the total of full payment release to the seller's nominated bank account refer to the consultant fees each party payable by the seller law firm as paymaster.



General terms and conditions

- a. The buyer will be responsible for all costs of assaying, re-melting, refinery, air cargo, ship and logistic company to transport from Hong Kong to the buyer's designated country airport/port
- b. The subsequent tranches, rolls and extensions will be repeated until the contractual quantity exhausted shall be considered on the first shipment successful.
- c. Rolls and extensions are determined by the seller and buyer agreement at TTM.
- d. The procedure shall be repeated (subject to storage availability) at the sole discretion of the seller, until this contract quantity of physical gold bars is exhausted within 90 days.
- e. The Sale and Purchase Agreement (SPA) valid TEN (10) banking days of the procedure terms and conditions in Article 5 are not complied with and will be automatically terminated counting from the date of the SPA lodged with bank.
- f. Authorization Letter necessary from the account holder confirms the Buyer signatory to provide the POF confirmation according to the procedure terms and conditions.
- g. The buyer must deposit 25,000 Euro in the SPA Contract Lodgment Fee. After the Buyer and Seller signed the Sales Purchase Agreement (SPA) this is lodge to the bank and to continue the implementation with bank responsibilities, bank-to-bank, through the buyer bank officer (BBO)) and the seller bank officer (SBO). The Euro 25,000 lodgment fee paid by the buyer. is refunded 100% by the Seller after successful POF confirmation.

NOTICE:

The Seller's requires The Buyer's to pay the **mandatory** bank lodging fees, EURO 25,000.00 the fee shall be paid to the Seller's during the official signing. A fee receipt will be issued as proof of payment. This fee shall be **refunded** in full by the Seller's on the Buyer's ability to confirm the proof of funds in positive to the Seller 's bank officer. Payment must be made by transferring money to the Seller's account or cash before signing the SPA at TTM face to face in Bangkok Thailand.

***All parties including the Buyer/Buyer's Mandate, Representatives, Consultants and Intermediaries have received this SCO, and forward to other parties that will be in blacklisted and observe strictly the law of Hong Kong.

IN WITNESS OF THE FOREGOING, the parties are ready, willing, and able to enter immediately this Soft Corporate Offer (SCO) into the respective bank commits to being confirmed the terms and conditions are acceptable and agreeable, and integral by the parties herein accurate and true. I confirm to close immediately according to the scheduled



date.

This Soft Corporate Offer (SCO) indicating Transaction Reference Number: SR/WS/HKAU/202502/001 contains Twelve (12) pages will be automatically terminated within TEN (10) Banking Days without any response and acceptance with signature, passport copy and/or LOI/CIS return to the seller/mandate. This agreement shall be effective commencing upon execution of same herein have duly executed this Agreement through their duly authorized signatories under seal as of **May 27, 2025**

CONFIDENTIALITY / IMPORTANT The transaction is Private Treaty / Off Market: subject to the Agreement.

SELLER The seller is ready, willing and able to enter this agreement into the nominated bank. I confirm to close immediately on the schedule date. (Seller, Signature) Name: Dr. Surimat Kekina Passport No. Country: Thailand Date: ...	BUYER The buyer is ready, willing and able to enter this agreement into the nominated bank. I confirm to close immediately on the schedule date. (Buyer, Signature) Name: Passport No.: Country: Date:
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(If interested, pls send us LOI in your Letterhead signed by the Buyer.
Seller responds with Full Corporate Offer (FCO)

Soft Corporate Offer - Hong Kong
AU – TTM (Table top Meating)
Face to face transaction



Proforma Calculation S A M P L E

Pro Forma Calculations

NET 7%

To show indicative amount only. This will to be finalized at the Settlement Date

	7% NET	17-Mar-25	
https://goldprice.org/gold-price			
GOLD SALE PROCEED CALCULATION		Today Price	
Current Price per Oz.	2,986	USD	
Quantity Sold in Tons Min	25	Tons	
Amount Proceeds	2,400,049,755	USD	
Rounded Billion	2.400049755	USD Billion	
Ounces per Kilo	32.1507	OZ	
Price per Ounce	2986	USD	
Price/Kilo	96,001.99	USD	
Kilograms per Ton	1,000.00	KG	
Price/Ton	96,001,990.20	USD	
Qty Sold in Tons	25.00	TONS	
Sales Proceeds	2,400,049,755	USD	USD Amount
Net Discount to Buyer	7%		168,003,483
Proof of Fund %	93%		2,232,046,272
POF Amount Total. POF is by Tranche Refer to Tranche Schedule			
Seller Guarantee 1% to ensure the delivery of the gold	1.00%		22,320,463

