SCO - Copper Concentrate - SELLER FROM SWITZERLAND /

New supplier, very reliable. // Better price.

the signatory of this document _____as Director of _____ with Full Corporate and legal responsibility and authority under penalty of perjury, hereby sends this Full Corporate Offer as the seller of Copper Concentrate with the technical characteristics described below, to the following terms and conditions:

1. Product description:

Commodity:	**Copper Concentrate**
Specifications:	Purity minimum 30% Cu or more according to Buyer's request. 70% of the ore particles are not larger than 0.1 mm, and 30% are not larger than 1.0 mm, with a moisture content ranging from 7% to 11.5%.
Quantity:	Total **5,000 up to 50,000 monthly,** +/-5% in a period of **13 months**, with possible roll and extensions as follows: • **Trial of 1,000 mt** (one thousand metric tons) +/- 5%; • **12 x regular monthly shipments** from 5,000 up to 50,000 monthly +/- 5% each. • Sending samples to check the quality is possible upon payment of costs per the buyer.
Packing:	In Bags loaded in the container

Origin:	Congo or Zambia
Price:	• **LME USD Cash Official Price minus 24% discount * Cu% CIF**, according to the Formula: LME price * 76% * Cu%. • The LME fixing is established at the time of issue of the commercial invoice at the time of arrival at the Bonded Warehouse, based on the average of the last 3 LME trading days • If the 3-day average LME price deviates from the price set at the time of signing the contract by plus or minus 18%, the discount must be renegotiated • If the renegotiation does not lead to an agreement between the tract can be dissolved Any volume or purity difference below or above the quantity and the purity shown on the commercial invoice, verified in the SGS report or equivalent inspection company report at the unloading port, will be accounted for in the final invoice for payment
Loading site:	Dar-Es-Salaam, Tanzania, or Durban, South Africa
Destination:	CIF ASWP
Inspection:	• At loading port, SGS or equivalent at Seller's expense • At unloading port SGS or equivalent at Buyer's expense
Performance bond:	**2.0%**
Insurance:	110 % of invoice Value
Payment:	• An unconditional, irrevocable, cash-backed, transferable, or assignable SBLC/MT760 issued by a top-tier global bank, with a maturity of 366 days, for the value of a regular shipment which must be at least USD 5,000,000. SBLC can also be non-transferable, provided our bank approves the text. (verbiage) • Another payment option is with a DLC with red clause of at least 50% in advance. • Payment for each shipment at the destination port via MT103 TT within 3 banking days of the commercial

invoice, following successful Surveyor's inspection

- The SBLC has to be issued in favor of the Fiduciary/ Financier of THE SELLER
- After successful delivery of the trial shipment and its full settlement, a second SBLC/MT760 with the same features as the first and a maturity of 366 days must be issued to cover the difference between the value of the trial shipment and the value of one regular shipment under the contract.
- Upon maturity of the SBLC, they will be returned to the issuer unencumbered and without liens

Chemical composition:

Elements	Value*	Elements	Value*
w(Ag)/10-6	17.18	w(Pb)/10-2	0.009
w(Zn)/10-2	0.049	w(Cu)/10-2	42.03
w(As)/10-2	0.04	w(S)/10-2	13.37
w(F)/10-2	0.031	w(MgO)/10-2	1.13
w(Cd)/10-2	0.002	w(Ni)/10-2	0.001
w(Sb)/10-2	0.02	w(Cl-)/10-2	not detected

***) The above chemical components percentages are limited values. The actual chemical composition will be stated in the surveyor's inspection report.**

2. Procedure:

1. If the buyer agrees with the Full Corporate Offer, he should sign and stamp the document and send it to the Seller.
2. Seller sends a Sales Purchase Agreement (SPA) for the buyer to review and remark until both parties have come to a mutual agreement.
3. After the signature of the SPA, the Buyer sends to the Seller a signed CIS of the SBLC applicant with a copy of the passport and proof of residence of the signatory and corporate registration documents, to enable the receiving bank to conduct regulatory due diligence.
4. After having received the above documents, the Seller issues the Pro-Forma Invoice with the price calculated as described above for the purpose of having the Buyer's Bank issue the first SBLC.
5. The Buyer's Issuing-Bank sends to the Seller's Advising-Bank (Financier's Bank) a SWIFT

message MT799/RWA in which the Issuing-Bank confirms its willingness and ability to issue the SBLC/MT760 with a draft of the SBLC. After receiving the Issuing Bank's MT799/RWA, the Seller's Advising Bank will respond with an MT799 acknowledgment, declaring it ready and willing to accept SBLC. **The SBLC is issued in favor of the Seller's Financier.**

6. The Seller provides the proof of product (like videos and photos).
7. The Buyer's Issuing-Bank sends the operative SBLC/MT760 to the Seller's Advising-Bank.
8. The Seller's Bank sends the performance bond of 2% with a SWIFT MT760 message.
9. The Seller makes the goods ready for shipment and delivers:
    - Original commercial invoice issued by the seller, 1 original and 3 copies, duly signed and dated.
    - Duly signed and stamped packing list, 1 original and 1 copy
    - Full set clean on-board bill of lading made out to order quantity marked freight prepaid and notify applicant (full name and address) 3 original and 3 copies.
    - Certificate of origin issued by the competent authorities, in 1 signed original and 3 signed copies.
    - 2 Originals and 2 copies of quality/quantity and non-radioactivity inspection report issued by SGS or other equivalent international surveyor at loading port, appointed by the Seller, indicating quality, quantity, containers, and seal number(s).
    - Shipping company declaration attesting the actual date of arrival of the vessel and the actual date of unloading.
    - Export permission of the Authorities of the Country of Origin.
    - Customs clearing declaration of the authorities of the country of origin.
    - Seller declaration stating that goods are free and clear of all lines and encumbrances and freely tradable, exportable, and of non-criminal origin.
    - IEEC and CEEC certificates are issued by the respective authorities.
    - Insurance policy/certificate, issued in favor of the applicant, covering all risks according to the institute cargo clause (A), war and S.R.C.C. risks, for 110 pct of the value of goods defined based on the commercial invoice. 2 originals and 2 copies.
    - Within 3 working days of every shipment, Seller will send one full set of PDF copies of documents via email to the Buyer.
10. At the unloading port, the Inspection should be completed within 10 working days. After successful Inspection and presentation of all shipping documents, payment, as per the commercial invoice, should be made by TT within 3 banking days. Ownership of the goods is transferred to the Buyer upon full settlement.
11. After the successful shipment of the trial and its full settlement and the issuing of the second SBLC, the regular shipments will be made monthly, but only after the previous shipments have been fully paid.

- Should you agree with the above Terms and Conditions, kindly send us back this FCO signed for acceptance. Upon receipt, the Seller will send the draft of the SPA.

Product origin: Africa, Congo // Zambia

SELLER: A serious company from Switzerland

Commissions: Include 2% 1% seller side, 1% buyer side.

Best Regards

Manager Director

For acceptance:
Date: _____

_____

_____

Name and position