



TO: End Buyer, Buyer Mandate

Our Ref: fgmc/35642-A2559

**We hereby issue this Offer with given terms and conditions as stated in this offer to confirm our readiness to execute a Sales and Purchase Agreement with end buyer, with the ability to supply the following commodity according to the terms and conditions as below.**

PRODUCT : AU GOLD BULLION 24 CARATS – 1 KG TO 12.5 KG GOLD BARS

Purity : 99.95 or more 24k

Age : less than 5 years old

Trial quantity : 500 kg

Origin : South America/West Africa or any other legal provenances

Delivery: FOB Switzerland, Hong Kong, Singapore, London, Germany

Duration: xxx MT per month during 3 years + rolls and extensions

Inspection: Warehouse in Switzerland

Reference: LBMA London Bullion Market Association

Discount: 10% Gross, 7% Net to Buyer

Payment: BG MT 760 or SBLC final payment by MT103

Currency: USD / EUR

### **Procedure as below..**

1. Sellers Assets are warehoused in the above listed countries; all documents will be lodged and presented by the Seller only and strictly after reception of POF with ATV, to avoid to waste time.
2. Buyer send an LOI with his fully detailed CIS (Client Information Sheet) with his Buyer's Gold Bullion account or Brinks account details with the coordinates of his Bank Bullion or Brinks Officers, in a major city of the listed countries with Authority To Verify ("ATV") the account and POF addressed to the Seller or Seller's Mandate only at his direct email.
3. The Buyer will receive the draft SPA after that the Seller has received the Buyer's LOI + CIS + POF + ATV. LOI, CIS and ATV must be written on the Buyer's letterhead and signed by him with blue ink next to which the Buyer's seal or stamp will appear.
4. Buyer and Seller insert their initials, sign and seal on the version of the Sales & Purchase Agreement (SPA) and exchange the Final SPA between them, to lodge them with their respective banks.
5. Prior to the SPA a NCNDA-IMFPA will be signed between the Buyer or the Buyer's Mandate (Legal Adviser to Buyer having a valid POA) and the Seller or Seller's Mandate, to include all intermediaries representatives.



6. The Buyer will send POF via BG or SBLC for the amount of the first agreed lift, only.
7. Seller will send the Safe Keeping Receipt (SKR) to the Buyer's Bank Bullion or Brinks Officer (BO) verifying the Seller has the right to sell the offered gold. Seller will present his ATV with User ID and Password to the Buyer BO to do an institutional check on the Assets.
8. Seller will then link the SKR of the purchased quantity to the Buyers Bank Account to allow his Bank Officer to manage the physical inspection of the gold prior to the execution of the Agreement.
9. Upon successful inspection of the Assets, the Buyer releases the payment to the Sellers Designated Account and honours the IMFPA for the 3% Consultants' fees.
10. Upon receipt of funds, the Seller's will provide the Buyers BO the Security Pin to have the Assets released, cleaned and cleared.
11. The deliveries will continue as per the agreed SPA and R&E can be discussed thereafter.
12. The listed conditions of the SPA will be as agreed and can not be changed unless mutually agreed.

Note:

- 1) The Buyer must understand that the Seller will not issue any documents prior to both Parties sign the SPA.
- 2) They will have to fill the documents and everything they need to do their DD, POF and POP.
- 3) The Buyer's transacting Bank can be any Prime Bank, subject to the approval of both Parties.

Pls feel free to contact us for further discussion

Sincerely

Fugo Materials