

**SELLER'S LETTERHEAD
WITH FULL ADDRESS
TEL, CELL
EMAIL, WEBSITE**

SELLER'S FULL or SOFT CORPORATE OFFER

to A GOLD GENERAL TRADING FZC Attn: Administrative Manager info@dkegoldfzc.com

Date: XX MONTH, 2014

With this Full or Soft Corporate Offer (FCO/SCO), the undersigned hereby confirm with full responsibility and authority that we are ready, willing, and able to enter into a Sales and Purchase Contractual Agreement for Gold Bars located in [Country] with rolls and extensions, according to the following specifications, terms and conditions under the agreed procedure as mentioned below.

- 01. Commodity:** Gold Bars (Aurum Utalium)
- 02. Shape / Size:** XX.X Kg Bars of Au Metal (1 Kg = 32.1507425 Fine Troy Ounces)
- 03. Fineness/Purity:** XX.XX%
- 04. Quantity:** XXX Kg/week or bi-weekly or monthly with rolls and extensions up to X,XXX Kg per year,
- 05. Initial Tranche Size** (Trial Shipment) XXX Kg, **Subsequent Tranches** XXXKg per week/bi-weekly/monthly
- 06. Country of Origin:** XXX
- 07. City/Country of Export:** XXX
- 08. Delivery/Lifts:** CIF UK, Dubai (ASWP – Any Safe World Port/Airport to be agreed by A Gold General Trading FZC)
- 09. Purchase Price:** The Previous Day's second fixing price as quoted on the London Bullion Market Association (LBMA) in USD per troy ounce on the day of final assay by the Buyer's nominated Assayer, minus the purity difference between pure gold content of 999.9% purity and the purity results by the Assayer.
- 10. Discount Rate:** Gross: XXX Percent (XX%); Net: XXX Percent (XX%) and the difference to the Buyer's Intermediary (XX%) and/or the Seller's Intermediary (XX%)
- 11. Intermediary Fees:**
X.X% (XXX point XXX percent) for Buyer's side paid by Buyer's account.
X.X% (XXX point XXX percent) for Seller's side paid by Buyer's account.
The Irrevocable Master Fee Protection Agreement (IMFPA) is made as an integral part of the involved Sales & Purchase Agreement (SPA) to be provided by the Buyer.
- 12. Guarantee Payment:** Buyer's Bank issues a 100% PoF covering the value of each delivery.
- 13. Payment:** In USD by swift to the Seller's Account at XXX Bank in XXX Country.
- 14. Documents:** The following documentation is required to import Gold to us.:
 - 14.1 Each shipment and delivery shall be identified with all appropriate contract numbers. Copies of the documents shall be sent for customs preclearance (if possible and done by the Import Country customs authorities) and original documents will be provided with shipment at the port of destination:
 - 14.1-1 Three original Proforma Commercial Invoices in favor of the Buyer, based on the weight and purity of the Gold Bars ascertained by the Preliminary Assay Report, minus the discount offered and based on the second fixing of the previous day's price LBMA ("for customs purposes only") ("**Proforma Commercial Invoice**");
 - 14.1-2 Certificate of origin and Certificate of circulation of merchandise.
 - 14.1-3 Full set Original Bill of Landing / Bill of Entry (BOE) / Customs Declaration Form with no marking of any kind, Air Waybill marked "Air Freight Pre-Paid" and showing the Gross, Net weight, showing the shipment description as "believed to contain gold" cargo and showing the Harmonized Custom Code for Raw Gold Ingot form 71081210.
 - 14.1-4 Fully completed Client Information Sheet ("**CIS**") ten days prior to contract signature and shipment, as found at our website at: [CIS_Sellers.doc](#);
 - 14.2 The above four documents are mandatory for customs clearance and transfer of payment, while the following documents may be optionally required by the Refinery, the Banks, Customs, and other Governmental Authorities so to avoid any delays, the Seller is strongly advised to also submit them on time:
 - 14.2-1 Inventory of goods - packing list with gross and net weight of the gold content, net weight of each Gold Bar, number of Gold Bars per box serial numbers of packing boxes.
 - 14.2-2 14.2-3 Insurance Certificate.
 - 14.2-4 Export license.
 - 14.2-5 Certificate of ownership stating that Seller is the lawful owner of the goods.

- 14.2-6 Export Permit.
- 14.2-7 Preliminary Assay Report.
- 14.2-8 Customs Certificate and tax receipt of the country of origin.
- 14.2-9 Title of exportation and declaration by Seller/Supplier/Owner stating that payment of all duties, charges, and taxes to the relevant authorities at origin, that the Gold Bars is of non-criminal origin, unencumbered and free of any liens, transferable and exportable;
- 14.2-10 Shipping Approval Certificate;
- 14.2-11 Any other documentation requested by Import and Customs Authorities in the Import Country or the Refinery in the Import Country that may even request full details of the mine that the gold was produced from.
- 14.2-12 Further required documentation if the Gold comes from the DRC or any neighboring country to the DRC or a country that the Import Country requires such documentation, as follows:
 - UN clearance.
 - Interpol clearance certificate;
 - Compliance that the gold contains no Deleterious Elements as shown in detail the on our website

TRANSACTION PROCEDURES

The Seller and the Buyer hereby agree to and fully accept the following procedure for the execution of the transaction by both Parties

After receipt of the completed Client Information Sheet (CIS), including all requested attachments, by downloading it from our website [CIS_Sellers.doc](#) together with all the documents in the Required Documentation section, and receipt of your Full Corporate Offer (FCO) stating quantity and discount based on Purity and LBMA price offered, we will proceed with the evaluation and if we find them of interest, we will then send you our Sales & Purchase Agreement (SPA) for review and approval.

Please see below the steps in further detail:

- Seller (Miner or Owner) sends to the Buyer, A Gold General Trading FZC, a Full or Soft Corporate Offer (FCO or SCO) as per to the sample in the following link: [FCO_for_Sellers.doc](#)
- Buyer reviews the FCO/SCO, and makes comments, if any, and if both Buyer and Seller agree on principle, then the Buyer asks the Seller to complete and return this CIS/KYC.
- Seller completes and sends the CIS/KYC and if due diligence and compliance is cleared by the Buyer, then
- Seller sends all required documentation for importing the gold to Dubai, for the Buyer to perform his due diligence.
- Buyer sends the Sales & Purchase Agreement (SPA) for review and approval, as per the verbiage sample found in the following link: [SPA_for_Sellers.doc](#).
- The buyer sends sample verbiage of the Proof of Funds (PoF) that must be issued by the Buyer's Bank.
- The seller and his bank approve the sample verbiage of the PoF, and both parties sign the SPA.
- Seller, after paying all export document processing, taxes, duties, freight & insurance costs, and other expenses imposed on or required up to delivery of the Gold Bars to the Nominated International Airport, notifies the Buyer three days before the date of transport with all the details of the shipment. Failure to do so would result in delays in Customs Clearance, smelting, weighing, and assaying, and the Buyer shall be held harmless and blameless.
- Seller ships the commodity to the Buyer's Nominated Airport in the name of the Buyer and Consignee, either the Buyer or G4S or Brinks, in order for the shipment to be cleared through Customs as cargo "believed to contain gold" and cargo will be transported by the Buyer or G4S or Brinks to the nominated Refinery or nominated Assayer where the smelting or refining, weighing and assay will take place. Seller pays for Customs Clearance, Security Transport, Storage, Smelting or Refining, and Assay costs in Dubai, U.A.E., and deducts all these expenses from the final price.
- Buyer assays the gold, and if not homogenous, also smelts it. If the bars are not homogeneous and need to be smelted, then for each 100 Kg, it will take one additional business day before being able to do the assay. Any and all associated costs incurred for the transfer of the Gold Bars to the smelting facility, their smelting, and their return to the Bonded Warehouse shall be borne and paid by the Buyer on behalf of the Seller and shall be set off and deducted from the Final Commercial Invoice Price.
- After smelting the Gold will be placed in sealed boxes and the Seller from that point on will not be able to touch the gold in case the seal has been tampered with, the smelting and weighing process will have to be done again. The smelting and weighing can be done in the presence of the Seller or one (and only one) of his representatives if the Seller so requires

- Upon receipt of the refining results and/or the assay results from the Buyer's Nominated Refinery and/or Assayer, the Seller issues a Final Commercial Invoice, which must be signed by the Seller and the Buyer (or their authorized representatives) in the presence of one of the Buyer's Bank Officers certifying the amount on the invoice and that payment will be sent by swift within the next three banking days. The ownership of the gold automatically transfers to the Buyer, while the Seller has the security of payment within 3 Dubai Business Banking Days signed and confirmed by the Buyer's Bank Officer.
- In case any advance payment has been transferred or expenses paid, like turning the bars to a homogeneous form, from the Buyer to the Seller or on behalf of the Seller, this amount will be deducted from the amount owed as per the Final Commercial Invoice.

CONFIDENTIALITY / NON-CIRCUMVENTION:

All parties, including the Buyer / Buyer's Mandate, Seller / Seller's Mandate and any and all Representatives, Consultants, and Intermediaries involved in this transaction, agree to act in complete confidentiality and shall not disclose the Agreement to any other party except on a need-to-know basis and shall observe strictly the rules of the International Chamber of Commerce (ICC) Paris, France, Latest Edition, relating to non-circumvention and non-disclosure. This will be valid for Five (5) years.

INTENDING TO BE LEGALLY BOUND, the undersigned Parties have executed this Full Corporate Offer as of the date set forth below:

FCO/SCO VALIDITY: This offer is indicative only and valid for Seven (7) Calendar days from the date of the proposal. It will become valid upon receiving an RWA from A Gold General Trading FZC. If this offer is not sent from the Seller (Miner or Owner) and it is sent via a Broker/Intermediary/Mandate, it must be accompanied by the Seller's Mandate/ Broker/Intermediary Authorization Letter, signed and stamped by the Seller and certified by a Notary Public in the Seller's country (original to follow by courier).

PROPOSAL DATE: XX MONTH 20YY valid until XX MONTH 20YY

ELECTRONIC SIGNATURE IS VALID AND ACCEPTED IF PROMPTLY ACCOMPANIED BY AN ORIGINAL AS DEMANDED

SELLER:

THE BUYER:

 Represented by:
 Title:
 Passport Number:

 Represented by:
 Title:
 Passport Number:

Date: XX MONTH 20YY

Date: XX MONTH 20YY

Signed/Stamped

Signed/Stamped