

**DRAFT SALE AND PURCHASE AGREEMENT (SPA)
FOR AU METAL (GOLD BARS)
“Off Market Agreement of Gold Bar”**

Transaction Reference Number: XXXXXXXX

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.

SELLER:

Seller’s Name	
Company Number (if applicable)	
Country of Incorporation	
Registered Address of Seller’s Consultant	
Represented By	
Passport Number	
Email address for notices	
	hereinafter referred to as the “Seller”

BUYER:

Buyer’s Name	
Company Number (if applicable)	
Country of Incorporation	
Registered Address of Buyer’s Consultant	
Represented By	
Passport Number	
Email address for notices	
	hereinafter referred to as the “Buyer”

FOR THE FOLLOWING

- A. The Seller has agreed to sell to the Buyer and the Buyer has agreed to buy the Gold Bars (AU Metal) for the consideration and upon and subject to the terms and conditions hereinafter referred.
- B. The Seller holds full legal responsibility to enter into this Agreement.
- C. The Buyer holds full legal responsibility to enter into this Agreement.

THIS AGREEMENT STATES THE FOLLOWING:

1. The Seller hereby sells to the Buyer, who hereby, buys from the Seller the Gold Bars (AU Metal) subjected to the terms and conditions hereinafter referred.
2. The Seller warrants for itself with full legal responsibility that: (a) it has the full power, right, authority, and ability to: (i) execute and perform this Agreement; and (ii) (a) sell and deliver the Product; (b) it has the full power, authority, and capacity to perform all of its obligations undertaken as per this Agreement.
3. The Buyer warrants for itself with full legal responsibility that: (a) it has the full power, right, authority, and ability to: (i) execute and perform this Agreement; and (ii) (a) buy and take delivery of the Product; (b) it has the full power, authority, and capacity to perform all of its obligations undertaken as per this Agreement.
4. The Seller and the Buyer agree that the sale and purchase of the Product shall proceed under the terms of a standard Bank-to Bank or "Ledger-to-Ledger" transaction procedure lead by HSBC Hong Kong. The terms and conditions details aligned in this Transaction Procedure for the purchase of the commodity described hereinafter are agreed by the parties, although it is up to the **SBO (Seller's Bank Officer) at HSBC and BBO (Buyer's Bank Officer) at** to agree on the most convenient last final transaction procedures.
5. This transaction is a Private **Treaty / Off Market**: subject to this Agreement's conditions.
6. All confirmations of documents and bank instruments of this transaction shall be identified as **Transaction Reference Number: xxxxxxxxxx**
7. The package of signed contract documents must be lodged with both parties' banks.
8. **Within One (1) banking day** the signed contract agreement "**SPA**" is to be lodged
9. An Invitation Letter shall be sent by the SBO for Table Top Meeting at Seller's Bank upon successful verification of POF and POP; OR and considering the actual circumstances, the SBO and the BBO may agree on a secured communication between the Owner/Seller and Buyer or appointed parties to close the transaction.
10. The physical inspection, visit to the warehouse in Hong Kong is still necessary. The Buyer may appoint a third party ("Assayer") for visual and/or nondestructive inspection of the Gold Bars at the Seller's Warehouse in Hong Kong. The appointment is sent from the BBO to the SBO,
11. The Owner/Seller currently holds and confirms that the Gold Bars of fineness 999.5 parts per 1,000 of fine gold or better are Ready, Willing and Able to be sold and delivered to a facility in the Free Zone, Refinery, etc. and that is Free of Liens and Encumbrances, Freely Tradable and Exportable, Non-Criminal and Non-Terrorist from the origin to the Buyer.
12. The Buyer confirms and guarantees the deposited capital at the Buyer's transaction bank is Good, Clean & Clean, Freely Tradable, Non-Criminal, Non-Terrorist in the currency of United State of America Dollar "**USD**" or European Union "**EUR**" is Ready, Willing and Able for purchase and payment of the commodity of this agreement.

13. The Jointly Calculation Price shall refer to the London Bullion Market Association “LBMA”

FURTHERMORE: the Buyer and the Seller fully understand and acknowledge each other’s capacity to carry out this Transaction and thus enter into this agreement as detailed hereinafter.

SECTION – 1: DESCRIPTION

COMMODITY:	Gold Bars (AU Metal)
FORM:	12.5Kg (circa 400ozt) each bar meeting GLD specification and packing standard.
ORIGIN:	South Africa
PURITY:	Fineness 999.5 per 1,000 minimum or greater.
QUANTITY:	xxx (xx) Metric Tons (xxxx) with Rolls and Extensions
MINIMUM TRANCHE:	Twenty (20) Metric Tons (20,000kg) in 50 boxes of 400kg (each box containing 32 gold bars) Minimum proof of funds confirmation is required.
TRANCHES:	xxxxx Metric Tons
DELIVERY:	FOB (as per ICC-INCOTERMS 2010) - Hong Kong and/or Option undertake product Title Transfer of Ownership.
HALLMARK:	Internationally Recognized Hallmark < Johnson Matthey >
REFINERY AGE:	Assayed Certificate less than Five (5) Years.
INSPECTION LOCATION:	Private Security Insurance Warehouse, Hong Kong at TTM.
CURRENCY:	USD (United States Dollars) / EUR (European Union)
VERIFICATION:	Buyer’s availability for proof of funds “POF” not less than Twenty (20) Metric Tons calculated on the date hereof. The Seller’s proof of product “POP” also to be sent via Bank-to-Bank and/or Ledger-to-Ledger between the parties' Bank Officers guaranteeing the transaction under full bank responsibility .
BLOCKED FUNDS:	Must be confirmed and ready to be immediately transmitted to Seller’s Bank at the Private Security Insurance Warehouse, Hong Kong. Said funds shall be “earmarked” for this transaction only and are subject to approval of Assay and all other title documents provided by Seller. No monies are to be transferred to the Seller until Buyer approves all documents and Assay. In the event Buyer does not approve any of the above, this agreement shall be deemed null and void and any blocked funds shall be returned to Buyer account with no further obligation to Seller.
PAYMENT:	Ledger-to-ledger/Bank-to-Bank basis.
SELLING PRICE:	Agreed Market price (AMP) based on “ London Gold Market Fixing Limited ” Second Fixing (pm) for Gold Bullion (Au), the price calculation used shall be based on the second LBMA fixing of the next market opening day.
DISCOUNT:	GROSS Ten Percent (10%) NET Seven Percent (7%): LBMA 2nd FIXING OF THE DAY LESS 7% NET TO BUYER (GROSS LESS 10%) . Buyer pays to Seller LBMA fix less 7% net on the date on which the Buyer’s Refinery issues its final assay report and/or exchange of ownership and shall be payable on the quantity of net fine pure gold.

---- End of Section – 1 ---

SECTION – 2: DOCUMENTS

The Seller must authenticate, provide and guarantee all the documents that will accompany the delivery of the Gold Bars (AU Metal); including the transfer of ownership of each Tranche delivered. The shipment and delivery will be identified with the Transaction Reference Number of the Agreement and will include all necessary documentation in accordance with international law. The documents that will accompany each delivery are the following:

- Certificate(s) of Origin.
- Certificate of Legal Ownership.
- Certificate of Insurance.
- Export documents (Permit / License) by Government of Exportation (HK).
- Certificate of Deposit Private Insurance Warehouse Safe Keeping Receipt (SKR).
- Internationally accepted Assay Certificate less than Five (5) years. (in addition to further fresh certificate issued by buyer's refinery, if applicable).
- Commercial Invoices: Four (4) originals in favor of Buyer.
- Certificate of Weight list describing each bar as follows:
 - Serial Number as stamped on each bar.
 - Finesses 999.5 stamped on each bar.
 - Raw and Total Weight 1kg as stamped on each bar.
- Packing List.
- Receipt of Custom and Duties & Taxes clearance payment.
- Declaration that the Gold bars are Free and Clear of all liens and Encumbrances and Freely Tradable and Exportable and are Non-Criminal Origin.
- Resource confirmation issued by the Government of Exportation.

---- End of Section – 2 ----

SECTION – 3: TRANSACTION PROCEDURE

3.1. Upon the Buyer and Seller fully acceptance of the transaction procedure, terms and conditions on this contract agreement "SPA" (as the case may be) shall take the following steps:

- The Buyer and the Seller sign the Sales and Purchase agreement "SPA" and both Buyer and Seller lodge the SPA in their respective Banks within 24 hours from its signature.
- After the signed "SPA" agreement has been lodged, the Seller's Bank Officer (SBO) will contact the Buyer's Bank Officer (BBO) within the agreed time window for verification. The contact will be made by a telephone call since SBO or BBO may be required to confirm and provide additional information necessary to complete this transaction.
- To perform all further deeds, matters and/or other processes that may be required by either the SBO or the BBO.

3.2. After the SPA has been signed and lodged within their respective banks, the following steps will be taken by the SBO and BBO:

- For the completion of this transaction via Ledger-to-Ledger or Bank-to-Bank, the Parties' Respective Bank/Bank Officers will act under due diligence and full Bank Responsibility.
- The Seller's Bank Officer (SBO) shall first contact the Buyer's Bank Officer (BBO) via secured banking communication to formally request validation on specific matters such as:
 - (a) The confirmation that the contract has indeed been lodged in accordance with the transaction procedure.
 - (b) Confirmation and/or subsequent agreement on all unclear information.
 - (c) The terms and conditions of the contract.
 - (d) The Transaction Reference Number of the SPA.
 - (e) Confirmation that the Parties fully accepted and agreed to the Bank-to-Bank format.
 - (f) If the BBO fails to return the telephone call of the SBO within **24** banking hours, then this SPA shall be immediately terminated and the Buyer shall be deemed to have defaulted.

3.3. Verification for Security Clearance: The SBO and the BBO agrees to exchange the Proof of Funds "POF" and Proof of Product "POP" to confirm the first shipment of **xxxxxxx (xx) Metric Tons** within a maximum window time of three (3) banking hours against **Transaction Reference Number: xxxxxxxxxx**

- The **SBO** shall ask the **BBO** to provide a **Proof of Funds "POF"** in confirmation with Bank Confirmation Letter (BCL) and/or Bank Statement and/or Tear Sheet (if it's necessary via swift message code) with irrevocable full bank responsibility for the face value of the first shipment of **xxxxxxx (xxxx) Metric Tons** so an amount of **xxxxxxxxxxx Million United States Dollars (USD xxxxxxxxxxxx)** in favor of the Seller's Account at HSBC-Headquarter, Hong Kong.
- SBO shall provide the confirmation of **Proof of Product "POP"** with certified copy of SKR and copies of all relevant documents individually stamped by SBO confirming that the contract quantity of gold commodity of **xxxxxxx (xxxx) Metric Tons** is in the process of being sold. The exchange is made within three (3) banking hours from receipt, acceptance and positive verification of the POF by the SBO.

3.4. Within One (1) banking day: Following positive banking confirmation of both POF and POP. The SBO shall send the formal "**Invitation Letter**" to the Buyer and his appointed parties to attend the **Table Top Meeting (TTM)** at Seller's Bank – HSBC Headquarter, Hong Kong to conclude the next step of the transaction, followed by the visit of the Parties to the Security Private Insurance Warehouse in Hong Kong for Physical Inspection of the first shipment of gold bars.

OPTION: Avoid the physical TTM by the parties' principals at seller's bank in Hong Kong:

- i. The SBO and the BBO will conclude this step of the transaction via secured communication.
- ii. The Parties' visit to the Private Security Insurance Warehouse in Hong Kong for the Physical Inspection of the first shipment of gold bars is still necessary:
 - The buyer sends the **Power of Attorney** ("POA") via bank-to-bank in favor of the person or persons ("Assayer") who will access the seller's warehouse to perform the physical inspection and/or nondestructive assay of the gold bars.

3.5. Physical Inspection: Seller and Private Security Insurance Warehouse's management will then organize the storage of the commodity of **xxxxxxx (xx) Metric Tons** of gold bars at Private Security Insurance Warehouse, in order the assayer to verify the Purity, Weight, Hallmarks, Serial Reference and any other feature related to the gold bars. A visual inspection of all or a part (up to the Buyer) and a non-destructive chemical and/or spectrographic inspection may be performed.

In the event a random smelting (number up to the Buyer) at a mutual agreed LBMA accredited Buyer's appointed refinery in Hong Kong by the buyer own cost and charges, is requested, Blocked funds are necessary. The Seller's security team will be present at all times.

3.6. Blocked Funds requirement: After a detailed explanation and presentation of full package of original documents by the Private Security Warehouse's Manager in Hong Kong and the Buyer's signature as full acceptance. The Parties jointly calculate and fix (based on estimated LBMA price on the expected Day of Transaction) the face value of the necessary "blocked funds" by Swift MT760 or other adequate bank instrument accepted by the Parties referenced to the **Transaction Reference Number: xxxxxxxxxxxxxxxxx** to cover the first shipment quantity of **xxxxx (xx) Metric Tons** of Gold Bullion to guarantee the payment and/or any damages of the Physical Inspection.

The blocked funds amount will be reduced in line with each shipment Full-Fund-Release. This process will be repeated until the entire contract quantity has been shipped.

3.7. Physical Inspection Acceptance: Following the successful assay and/or physical verification of randomly chosen gold bars, a report is issued and signed by the Assayer appointed by the Buyer confirming his satisfaction and acceptance of the commodity.

3.8. Delivery Warrantee

- The Seller will be able to arrange the legal permission for air cargo landing and taking off by the rules of Hong Kong aviation until the buyer's logistic transport safely leaves from Hong Kong territory.
- Guarantee the commodity can be exported and lifted without any restrictions to any countries.
- Goods are free and clear of all liens, mortgages, and encumbrances of any nature, not of terrorist or criminal origin with documentation declaring the same.

3.9. Delivery Optional: FOB – Hong Kong as following:

- Complete the transaction inside the Seller's Security Insurance Warehouse as following:

- (a) Full Irrevocable Payment by **Swift MT103** against Transfer Title of Ownership and list of product documents and all certificates including export license.
 - (b) Free of storage and Insurance charge for 15 calendar days counting from the date of transaction.
 - (c) Same process will be repeated to rolls and extensions
 - (d) Title of Ownership will be transferred for the first shipment of **xxx (xx) Metric Tons** once full payment is released.
 - (e) Transfer Title of Ownership at Security Insurance Warehouse.
- **And/or** Completion the transaction with delivery outside Seller's Security Insurance Warehouse as following:
 - (a) Payment confirmation by **Swift MT103 field 202**.
 - (b) Full Payment release by Irrevocable Swift MT103 at the successful delivery.
 - (c) Delivery designated place shall be advised by the Buyer as FOB-Hong Kong.
 - (d) Logistic agent under the Buyer responsibility including all costs.
 - (e) Seller taking the responsibility of local transportation and upload.
 - (f) All certificates and list of product documents including export license shall be transferred upon receipts the confirmation of payment by irrevocable Swift MT103 field 202.
 - (g) Ownership, Airway Bill against the Full Payment activate by Swift MT103.

NOTE: - Accept 5MT minimum quantity for test smelting inspection (without export license)
 - Accept 20MT minimum quantity for shipment (with export license)

3.10. Payment: Full-Payment equal to the LBMA (pm) second fixing price of the day of transaction minus net discount, into the Seller's nominated bank account with Irrevocable conditional **MT103** for each successive shipment quantity as agreed of final jointly calculated amount that shall be reflected in the final commercial invoice during successful delivery.

3.11. Seller will be responsible to provide:

- Packing, uploaded, inland transportation, inland security.
- FOB-Hong Kong delivery to the Buyer's designated refinery, logistic transport, airport and port.
- Guarantee the air cargo safely leave Hong Kong airport and port.
- Local taxes, fees and licenses relate to the commodity and to its sale/purchase.

3.12.The Buyer will be responsible for paying the cost of Assaying, Re-smelting, Refinery, Air Cargo/ship and Logistics Company to transport the commodity from Hong Kong to the designated destination airport/port. The delivery of the commodity will be in accordance with the delivery schedule listed in Appendix-B of this SPA.

3.13.The delivery of **xxx (xx) Metric Tons** of the commodity will be accordance with delivery schedule determined by the Buyer and the Seller as set out herein.

3.14.Further delivery of subsequence tranches in the "rolls and extensions" will be made in the same way as above-mentioned terms and conditions and procedure. Size/Quantity of tranche and frequency of lifts are to be followed according to schedule to be mutually agreed of both parties until the commodity exhausted within **90 days**.

- 3.15. The first Tranche shall be considered finalized when Article-3.10 has been completed. The above Procedure shall be repeated until the contractual quantity is reached. Rolls and Extensions are determined by the Seller/Seller's Consultant and Buyer/Buyer's Consultant agreement at TTM.
- 3.16. The above procedure shall be repeated (subject to storage availability) at the sole discretion of the Seller, after all of this contract quantity of Gold Bars has been finalized.
- 3.17. The Transaction validity is **Ten (10) banking days** from the date of Sale and Purchase Agreement "SPA" signature and will be automatically terminated if the Procedures outlined in Article-3.3 are not successful.
- 3.18. **Loss and Damage Clause:** Buyer/Buyer's Consultant acknowledges that a mutual loss and damage amount equivalent to **One percent (1%)** of the total cost of one tranche of the gold at LBMA second fix is payable by the defaulting party as compensation for damages which the innocent party has suffered. All cost/expenses incurred by involved parties, including travelling, accommodation and other reasonable costs shall be compensated and covered from this loss and damage amount.

---- End of Section – 3 ----

SECTION – 4: TERMS AND CONDITIONS

4.1. CURRENCY

- Dollars from the Federal Reserve System, which is the central bank in United States of America, or
- Euros from the European Central Bank, which is the central bank in the European Union, or
- A currency, which is mutually agreed between the Buyer and the Seller.

4.2. WARANTEE

- The Seller warrants that the Goods can be lifted without restrictions to Europe, USA and Dubai, in addition to other locations.
- Fire Assay involves smelting 100% of goods (cost of the Buyer)
- Under penalty of perjury, the Parties warrantees, the goods and funds they bring forward and that are subjected to this agreement, are free and clear of all liens, mortgages, and encumbrances of any nature, not of terrorist or criminal origin with documentation declaring the same. Further, under the penalty of perjury, proceeds from the sale shall not be used in the sponsorship of criminal or terrorist activities.
- Legal Authority to Purchase on the Buyer letterhead, signature, stamp, confirming the Buyer actually is the legal owner of the Funds or Line(s) of Credit.
- Owner/Seller "Authorization Package", a warrantee: legal authority to sell and price on Seller letterhead.
- Day of transaction is defined as the day when the Buyer accepts ownership or possession of the goods.
- Goods shall be deemed delivered upon the terms defined in these Conditions and set out in the Agreement.
- Price is "Considered" in Inter-Bank S.W.I.F.T. message Texts vernacular.

- Seller accepts liability for Buyer costs and damages incurred if the Seller delivers something significantly other than the Goods defined within the Agreement.

4.3. CANCELLATION

Upon its signature, this **"SPA" Sales and Purchase Agreement** will be automatically terminated if the Buyer intends to cancel or demand any extra - Agreement or rejects the procedure, the terms and conditions or does not appear at its bank or accept the delivery of all or part of any product that are the subject of this Agreement (where the Buyer does not have the right to do so under a different Agreement) The Buyer shall indemnify the Seller's expenses at the request of any cost, damage or loss incurred or suffered directly or indirectly as a result of it (including, without limitation, any foreign exchange losses)

4.4. CONFIDENTIALITY / NON-CIRCUMVENTION / NON-DISCLOSURE

All parties, including the Buyer/Buyer's Mandate, Seller/Seller's Mandate, Representatives, Consultants, Facilitators, Intermediaries and Agencies or Individuals with whom negotiation or contracts have been negotiated or entered into, Copies of this SPA will be remitted and retained between only the principal signatories as contained and identified herein with the exception of copies being given to bankers and attorneys to complete the transaction and when Parties must be in compliance with Anti-Money Laundering Law. This restriction and prohibition shall apply to the transactions encompassed by this Agreement and shall continue for a period of **Five (5) years** from the final completion/termination of this Agreement as recognized by the **International Chamber of Commerce (ICC)**. Publication 664 with regards to rules, laws and provision governing confidentiality.

The Parties, individually and their officers, directors, trustees, agents, Attorneys and representatives, represent warrant and agree that under no circumstances or eventuality will they circumvent or attempt to circumvent, directly or indirectly the involvement of one or any other party or person or persons that introduced the respective Parties to this Agreement. This provision shall, in any and all ways, pertain to any of the transactions created by this Agreement now or in the future and shall remain a joint and several obligations on all Parties, their officers, directors, trustees, agents Attorneys and representatives for a period of five (5) years as recognized by the International Chamber of Commerce (ICC) Publication 619 with regards, rules, laws, and provisions governing Non-Circumvention and Non-Disclosure.

4.5. TAXES

The Professional fees, Administration fees, and Commission fees in the form of fiat currency species, are paid by the Buyer within the Purchase Price, unless specified otherwise, and distributed by the Buyer's Authorized Banker on same day that the Seller is paid, with the Seller's side going to Seller's Paymaster, Buyer side going to Buyer's Paymaster. The Seller and the Buyer shall be responsible for their own income taxes.

4.6. NOTWITHSTANDING CLAUSE

Notwithstanding all Articles mentioned herein the above agreement, the Buyer shall make full and immediate payment to the Seller's Bank account upon transfer of ownership of the Seller's Gold Bars to the Buyer.

4.7. PENALTY CLAUSE

The Buyer and the Seller hereby agree; to strictly follow the time limited in the Transaction Procedure of Section 3 in Article 3,3, if the POF (Proof of Funds) and POP (Proof of Product) fail to verify and confirm at the verification Process, that the defaulting party will pay 1% penalty in

cash immediately to the aggrieved party, and if the defaulting party fails to pay **1% penalty**, then aggrieved party shall be entitled to immediately commence legal proceeding against the defaulting party, and recover all of its legal fees, on an indemnity basis.

4.8. DEFINITIONS

In conformity with International Regulations; the Seller and the Buyer each declare to one another that the commodity offered herein for sale and the origin of the funds used for purchasing the commodity do not contravene any of the following LAWS or any other illegal or criminal activity:

- The Drug Trafficking Act of 1986.
- The Criminal Act of 1988.
- The Prevention of Terrorism (Temporary Provisions) Act of 1989.
- The Criminal Justice (International Cooperation) Act of 1990.
- The Criminal Justice Act 1993.
- Trade Secret of 1997: Economic Espionage Act of 1993 [18 U.S.C.1839 (3)]
- The Anti-Terrorism Act and the Patriot Act and II.

This Agreement shall be governed by and constructed in accordance with the law of English/Swiss/Hong Kong Courts and any dispute arising thereof shall be subject to the Jurisdiction of English/Swiss/Hong Kong Courts.

4.9. ADDENDUMS/ANNEXES

The following Addendum forms part of this Agreement together with any future Appendixes which have been duly signed by the two main signatories of this agreement.

The following pages have been added to and are considered by all PARTIES to be an integral part of this Agreement. All signatories hereto acknowledge that they read and each fully understands the terms and conditions contained in this agreement and by their initials and signature hereby unconditionally agree its terms as to its terms as of the date noted herein.

Appendix-A: Transaction Bank Agreement.

Appendix-B: Authorization Letter.

Appendix-C: Bank Confirmation Letter. (Sample Text)

Appendix-D: Blocked Funds Letter. (Sample Text)

Appendix-E: Copy Passports

4.10. GOVERNMENT LAW AND JURISDICTION

This Contract Agreement shall be governed and construed in accordance with current English or I.C.C619/664, signed between the Buyer and the Seller, attachment of IMFPA/NCNDA under the laws of any jurisdiction or enforceability under the law of Hong Kong or provision.

4.11. CONTRACT DURATION

This **Sale and Purchase Agreement "SPA"** shall remain in effect for a period of **Ten (10) banking days** from the date this SPA is lodged for both parties to execute the Procedures outlined in Article-3.3 of Section-3, and if the procedure of Article-3.3 of Section-3 is successful then shall remain valid and in full effect during the TTM at Seller's Bank until the total quantity described in Section-1 has been exhausted as per a tranche/Lifting Schedule agreed to by the Parties.

---- End of Section – 4 ----

IN WITNESS WHEREOF

The undersigned have read this document carefully and have initialed all **xxx** pages of this Sales and Purchase Agreement For Gold Bars (Au), including Addendums, and fully understand and agree that its execution constitutes an acceptance of all of its mutually protective covenants, terms and conditions, and is lawfully binding upon the Buyer and the Seller, and their legal heirs, successors, representatives and assignees.

SELLER/SELLER ACCEPTANCE

The End-Seller/Seller is Ready, Willing, and Able to enter immediately this "SPA" into the respectively bank commits to being confirmed the Terms and Conditions are acceptable and agreeable, and integral by me herein is accurate and true. I confirm to close immediately according schedule date.

_____ (SELLER/SELLER, SIGNATURE)

NAME: MR.

PASSPORT NUMBER:

COUNTRY: THAILAND

DATE:

BUYER/BUYER ACCEPTANCE

The End-Seller/Seller is Ready, Willing, and Able to enter immediately this "SPA" into the respectively bank commits to being confirmed the Terms and Conditions are acceptable and agreeable, and integral by me herein is accurate and true. I confirm to close immediately according schedule date.

_____ (BUYER/BUYER, SIGNATURE)

NAME: MR.

PASSPORT NUMBER:

COUNTRY:

DATE:

APPENDIX - A: BANKING DETAILS

SELLER'S TRANSACTION BANK

BANK NAME	The Hong Kong and Shanghai Banking Corporation Limited.
BRANCH	Hong Kong Head Office

ADDRESS	HSBC Main Building, 1 Queen's Road Central, Hong Kong
SWIFT CODE	
ACCOUNT NAME	
ACCOUNT NUMBER	
BANK OFFICER	MR.
BANK PHONE NUMBER	
BANK FAX NUMBER	

BUYER'S PROOF OF FUNDS and payment TRANSACTION BANK

BANK NAME	
BRANCH	
ADDRESS	
SWIFT CODE	
ACCOUNT NAME	
ACCOUNT NUMBER	
BANK OFFICER	
BANK PHONE NUMBER	+
EMAIL ADDRESS	+

---- End of Appendix - A ----

APPENDIX - B: AUTHORIZATION

[This authorization Letter must complete the signed SPA is signed to confirm the account holder’s full agreement to provide this banking details and later the proof of funds confirmation from this account]

FROM : (Company details)

TO : Mr.

DATE : April XX, 2022

DEAR SIR,

I, the product owner, confirms that below bank details (Included also in Appendix-A) and the signatory belongs to the Buyer who has signed this Sale and Purchase Agreement “SPA”. By this authorization letter the Buyer confirms to the Seller and agrees to provide this bank account for the settlement of the proof of funds confirmation of transaction in Article 3, Section 3 referenced to terms and conditions and to conduct due diligence by the party’s bank officers.

Do hereby confirm that I, MR..... holding.....passport number..... have no objection to fully authorize the Buyer’s Bank Officer to conduct my available of funds deposit confirmation of first shipment of 20 Metric Tons purchasing, *A Minimum Amount of One Thousand Two Hundred Sixty Million United States Dollars (USD 1,260,000,000.00) under irrevocable bank responsibility and according to terms and conditions of Transaction Reference Number:*
.....

BANK NAME	
BANK BRANCH	
ADDRESS	
BANK ACCOUNT NAME	
SWIFT CODE	
TELEPHONE NO:	+
FAX NO / EMAIL	+
BANK OFFICER	
ACCOUNT NO:	

(COMPANY NAME AND STAMP)

MR.....

TITLE:.....
PASSPORT NUMBER:.....
COUNTRY OF ISSUE:

---- End of Appendix - B ----

APPENDIX - C: SAMPLE TEXT OF BANK CONFIRMATION LETTER (BCL)

With Authorization for Verification and Confirmation by Bank to Bank Basic

< REQUIRE BLOCKED FUND PAYMENT INSTRUMENT VIA SWIFT MT-799 / MT760 >

Send Bank: (Client Banking Information to be written below)

Telephone: **XXXXXXXXXX**

Fax: **XXXXXXXXXX**

Deposit Holder & Beneficiary: **XXXXXXXXXX**

Deposit Account: **XXXXXXXXXX**

Place of Issue: **XXXXXXXXXX**

Date of Issue: **XXXXXXXXXX**

Maturity Date: **XXXXXXXXXX**

Issued to: **XXXXXXXXXXXXXXXXXX**

Bank Name: **XXXXXXXXXXXXXXXXXX**

Account Name: **XXXXXXXXXX**

Account Number: **XXXXXXXXXX**

Transaction Reference Number: **XXXXXXXXXX**

We, (*Bank Name, Address full detail, phone, fax and swift*) hereby warrants and confirms irrevocable full bank responsibility that we hold in the account number:.....on behalf of our client,.....(**name of buyer**).....holder of.....passport number....., cash reserve of **One Thousand Two Hundred Sixty Million United State Dollars (USD1,260,000,000.00)** and client.....(**name of buyer**).....has the capability available.

We further confirm that these cash funds on deposit are good, clean, clear funds, that are free and clear of any liens, irrevocable and encumbrances, and are readily available to guarantee the agreement as per **Transaction Reference Number:.....**, in his sole discretion without limited for this transaction code. We also confirm that.....(**name of buyer**).....is the authorized signatory on this account.

This is a banking instrument of operation, subject to the uniform commercial code regarding bank credit instruments. This bank confirmation is valid for **Thirty (30) international banking days** and may be verified on a bank-to-bank basis.

On Behalf of
Name of the Bank

On Behalf of
Name of the Bank

Name & Designation
Of Bank Officer
Position:

Name & Designation
Of Bank Officer
Position:

Pin Code:.....

Pin Code:.....

---- End of Appendix - C ----

APPENDIX - D: SAMPLE TEXT OF --BLOCKED FUNDS LETTER

< BANK LETTER HEAD >

We, *(Bank Name/Address)*, represented by the undersigned officers, hereby confirm with full bank responsibility that we irrevocably hold for our client,**(name of buyer)**....., cash funds in the amount of **One Thousand Two Hundred Sixty Million United State Dollars (USD1,260,000,000.00)** on deposit in account number:.....as at the date of this Reserved Funds.

We further confirm with full bank responsibility that the said cash funds have been irrevocably reserved, assigned, and beneficiary rights transferred for a period of **Thirty (30) international banking days** in favor of ...**(Bank Name/Address)** for the benefit of..**(name of seller)**.., account number:....., account signatory:..**(name of seller)**, Party A in the Agreement.

These funds are good, clean, clear, and free of any levy, liens or encumbrances and the rule of full disclosure has been established that these assets are legally obtained from trust-worthy (non-criminal) business activities.

We, **The Hong Kong and Shanghai Banking Corporation Limited** confirm these funds, now blocked in our custody for the benefit of**(name of seller)**....., for guarantee payment of an Agreement as per **Transaction Reference Number: xxxxxxxx**, will not be changed, altered, amended or pledged for a period of **Thirty (30) international banking days** from this date and reserving of these funds will automatically expire on 2022.

This Blocked Funds Confirmation is irrevocable and divisible and is an operating fully confirmed Instrument subject to the uniform customs and practices for documentary credits (latest version), International Chamber of Commerce (ICC) publication No. 500/600 and engages us in accordance with the terms thereof.

Yours sincerely

For and on behalf of

(Bank Name & Address)

Name:

Name:

Officer No.:

Officer No.:

Title:

Title:

---- End of Appendix - D ---

APPENDIX - E:

PASSPORT COPY "END-BUYER/BUYER"	PASSPORT COPY "END-SELLER/SELLER"

"Accepted and agreed without change (Electronic signature is valid and accepted as hand signature)"

EDT (Electronic document transmissions)

1. EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be: -
Incorporate U.S. Public Law 106-229, "Electronic Signatures in Global & National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001)
2. ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).
3. EDT documents shall be subject to European Community Directive No. 95/46/EEC, as applicable. Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instruments.

----- [End of Agreement: Refer to Transaction Procedure, T & C, Fee Agreement and Appendixes] -----