

**The FCO must be written on Sellers Company paper. If the Seller wishes to use an official Mandate then the Mandate must, by law, attach to the FCO his official Mandate Authorisation Letter. Only Sellers or their legally appointed Mandates can issue FCO's.**

**Transaction Code:**

**Seller's Code:**

**FULL CORPORATE OFFER TO SELL**  
**XX MT AU METAL (GOLD)**

**We, xxxxxxxxxxxx of registered office address xxxxxxxxxxxx and represented by xxxxxxxxxxxxxx (Law firm) submit this FCO on behalf of the Seller as their legally appointed Mandate:**

**I, ....., the authorized person acting as the Seller's Mandate hereby confirm for and on behalf of the Seller, that the Seller with full legal and corporate responsibility under penalty of perjury, is ready, willing and able to enter into a contract to sell and transfer the aforementioned commodity (AU Metal) under the following terms and conditions:**

**DETAILS OF AU METAL**

**Commodity: AU METAL**  
**Quantity: XX METRIC TONS**  
**Quality: 99.95% Purity Guaranteed**  
**Weight: One (1) kg bar or 12.5 kg bars in "Au Bullion" presentation**  
**Hallmark: Over 5 years Old Internationally Recognized Hallmarks.  
Non-GLD Bullion**  
**Depository: xxxxx BANK / Security Warehouse**  
**Location: ( Country)**  
**Discount: Gross 12%; Net 10% to Buyer**  
**1% Seller side (closed)**  
**1% Buyer Side Mandate / intermediaries**

**Payment: USD or EURO by SWIFT wire transfer or any other payment methods mutually acceptable to Seller /Seller Bullion Officer.**

**DOCUMENTS TO BE PRESENTED HEREIN BY THE SELLER**

- 1. Certificate of Ownership**
- 2. Gold Bullion Deposit Certificate**
- 3. Safekeeping Receipt (SKR)**
- 4. Bank Statement of Account**
- 5. Bank Confirmation Letter**
- 6. Certificate of Origin**
- 7. Certificate of Non-Criminal Origin**
- 8. Certificate confirming that the Gold is free of all liens and encumbrances  
And free to be legally traded and exported by law.**
- 9. Export Permit/Licence**
- 10. Original Assay Certificates / Reports**

**IMPLEMENTATIONS AND PROCEDURES:**

**1. This sale shall be performed as an off the market – private sale on a Bank to Bank basis only under the following procedures agreed hereto by the parties:**

**1.1 This Offer will be sent to the Buyer for comment. If accepted, the Buyer will forward the details of his lawyers to the Seller. Then the Seller will forward details of his lawyers to the Buyer.**

**1.2 The Seller will instruct his lawyers to send a full FCO to the Buyers lawyers along with the following:-**

**1.2.1 An Invitation to a TTM at xxxxx with lawyers present.**

**1.2.2 Confirmation of the Seller's Mandate Power of Attorney / Authority**

**and/ or Mandate and / or Signatory Authority ( If applicable)**

**1.2.3 Confirmation of the legality of the transaction**

**1.3 The Buyer's lawyer will contact the Sellers lawyer to confirm the TTM and arrange a suitable time for the TTM and confirm the location of which premises will be used for the meeting.**

**1.4 At the TTM, the transaction will be discussed and, if agreement is reached, a draft MOU will be constructed and then issued within 48 hours for signature by both parties. This MOU will record the procedures and the**

**process to be used in concluding the deal and will include a timeline. Also included will be target dates set for signing of the IMFPA, SPA and conclusion of the transaction.**

**1.5 Thereafter, verifications, confirmations and implementation of the contractual process shall take place on Bank to Bank basis as recorded on the MOU. The Buyer's Bullion Officer shall contact the Seller's Bullion Officer to confirm the existence and availability of the commodity and the authenticity of all the documents required from Seller. The Buyer's Bullion Officer shall then confirm to the Seller's Bullion Officer via Tested Telex (KTT), swift or any other methods acceptable to the bullion officers, that the Buyer has clean, cleared funds, with no criminal origin in USD/EURO and that buyer is ready, willing and able to perform to the terms and conditions of an agreed Contract (SPA) and to consummate the sale of the aforesaid commodity as recorded and agreed to within the MOU.**

**1.6 The Buyer is to present payment from a Top 25 World Bank to the Seller as agreed within both the MOU and then a subsequent SPA.**

#### **PURCHASE PRICE:**

**The agreed reference purchase price is the quoted price of the second "LBMA" fixing on the day of purchase.**

#### **MODE OF PAYMENTS:**

**OFFSHORE (Overseas Banking Services) Full payment to the seller as per invoice with good clean, cleared funds either by SWIFT wire transfer to seller's designated bank account/s or other methods mutually acceptable to the bullion officers.**

#### **TRANSFER OF OWNERSHIP**

**Transfer of Title and Goods shall effect immediately in favor to the buyer, upon receiving clean, clear funds into the seller's bank account.**

#### **NON-CIRCUMVENTION, NON-DISCLOSURE:**

**All parties hereto irrevocably and covenant not to circumvent any person or company or entity involved in these transactions directly or indirectly, by any means or device or any manner whatsoever. It is further agreed and covenanted that this transactions shall in no way to be divulged or revealed**

**partially and wholly to any person or body outside the circumference of this transactions. This non-circumvention and non-disclosure shall be in accordance with the requirements of International Chamber of Commerce (ICC) Paris, France and shall be remain valid and enforceable for the period of (5) five years from the dated hereto.**

**This FCO Issued by the seller /seller representative and shall supersede any and all prior offer. This FCO is valid until ..... 2009 and subject to renewal at the sole option of the seller or otherwise this FCO shall become expired, null and void. No changes, alterations, or substitutions shall be permitted unless the same shall be notified in writing and signed by both Parties.**

**COMMISSION:**

**Commission payments will be made in accordance with a formal IMFPA ( Irrevocable Master Fee Protection Agreement) that will be issued at the same time that a draft SPA is issued. The Buyer / Seller will complete and sign the IMFPA at the point at which a Contract has been agreed to in principle and will be issued before the final version of the SPA is signed.**

**SALE AND PURCHASE AGREEMENT FOR**

**AU METAL (GOLD)**

**(THIS CONTRACT IS SUBJECT FOR PROOF OF FUNDS AND VERIFICATIONS OF PRODUCTS)**

These Sales and Purchase Agreement is entered into and executed on this \_\_\_\_\_ Day of \_\_\_\_\_, 2009 and entered into by and between:

**SELLERS NAME:**

**HEREINAFTER REFERRED TO AS “SELLER”**

**AND**

**BUYERS NAME:**

**HEREINAFTER REFERRED TO AS “BUYER”**

**TERMS AND CONDITIONS:**

**WHEREAS: The Seller has the quantity of Aurum Utalium (AU METAL) hereinafter referred to as GOLD.**

**WHEREAS: The Buyer wishes to purchase the Seller’s AU METAL. In the quantity agreed of 100 metric tons**

**NOW THEREFORE, the Parties agree to the terms and conditions as follows:**

**CURRENCY:**

**Referenced funds in this Agreement to be in United States Dollars (USD) or EUROS**

**CLEAR TITLE AND WARRANTIES**

**The Seller confirms and warrants that the Au Metal to be sold herein is free of liens and encumbrances with the exception of accumulated bank charges to be paid by the buyer against the Seller’s account as part of this transaction. With this exception the commodity is free for sale the Seller further confirms and warrants that Au Metal to be sold is not subject to any legal action by any authority nationally or internationally.**

**The Seller warrants with full legal responsibility under penalty of perjury that he has authority and ability to enter into this Contract to sell and transfer the commodity specified herein and that the said commodity has no criminal origin and that he has the power to perform all the Seller's obligations under this contract.**

**The Buyer warrants with full legal responsibility under penalty of perjury that he is ready, willing and able to purchase the said commodity with good funds, clean, clear without criminal origin and to perform all the Buyer's obligations under this contract.**

**COMMODITY SPECIFICATIONS: AU Metal**

**Product: GOLD (AU) IN 1kg and 12.5kg BAR FORM**

**Quantity: 100 MT (metric tons)**

**Fineness/Purity: 999.5 or better**

**Hallmark: Over 5 years Old Internationally Recognized Hallmarks**

**Depository: BANK OF CHINA .Hong Kong**

**PURCHASE PRICE:**

**The agreed reference purchase price is the quoted based on 2nd Fixing London Bullion Market Association rate on the day of purchase.**

**DISCOUNTS AND DISTRIBUTIONS:**

**12% (Twelve percent) for Buyer, disbursed by the Buyer on the basis of 9% (Nine percent) net for the Buyer and 3% (Three Percent) distributed between the different groups of beneficiaries as agreed in the Master Fee Protection Agreement (MFPA) under Annexure 1 to this Agreement and confirmed by the Seller .**

**PAYMENT**

**Payment to the Seller is to be made in the form of a SWIFT Wire Transfer, and shall be due and payable in good cleared funds in the currency of USD/Euros.**

**TITLE TO GOODS**

**Ownership and original Documents, title of the goods shall pass from the Seller to the Buyer immediately upon receiving the cleared funds in to the Sellers Bank account.**

**NOTICES:**

**Any and all notices required to be given by one party to the other party to this Agreement shall be in writing by posting the same by registered recorded post at the address or addresses as stated herein and copied by facsimile or e-mail directly to the parties concerned at the numbers contained within this Agreement.**

**FACSIMILE COPIES:**

**This Agreement shall be accepted to be legal and binding for both parties if executed and sent by fax and/or e-mail directly to the parties concerned at the numbers and or e-mail addresses contained within this Agreement.**

**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:**

- a. The Drug Trafficking Act of 1986;**
- b. The Criminal Act of 1988;**
- c. The Prevention of Terrorism (Temporary Provisions) Act of 1989;**
- d. The Criminal Justice (International Cooperation) Act of 1990;**
- e. The Criminal Justice Act of 1993**
- f. Trade Secret of 1979: Economic Espionage Act of 1993 [18 U.S.C. 1839 (3)]**
- g. The Anti-Terrorism Act and the Patriot Act I and II.**

**This Agreement supersedes any and all prior Agreements and represents the entire Agreement between the Parties. No changes, alterations, or substitutions shall be permitted unless the same shall be notified in writing and signed by both Parties**

**NON-CIRCUMVENTION, NON-DISCLOSURE:**

**Both the Seller and the Buyer acknowledge that the harm of circumvention and disclosure would be substantial to the other Party .Therefore the Seller and the Buyer agree to abide by the Customary International Rules of Non-Circumvention and Non-Disclosure established by the International Chamber**

of Commerce, Paris, France, for a period of five (5) years from the date hereof. Said Non Circumvention and Non Disclosure shall include, but not be limited to communicating with each other's banks. The understanding and accord of this sub-paragraph will survive the termination of this Agreement

**EXECUTION:**

The terms and conditions of this Agreement shall be confirmed by the Buyer and the Seller via facsimile or e-mail. Said executed facsimile or e-mail shall be binding and will also initiate and conclude the legal liabilities between Buyer and Seller of this Agreement. The hard copies/originals will be exchanged by courier.

**DESIGNATION OF BANK COORDINATES:**

**SELLER'S BANK:**

<b>Name / Address</b>	<b>BANK OF CHINA HONG KONG</b>
<b>Bank Officer NAME: TELEPHONE FAX</b>	
<b>Account Name</b>	
<b>Account Number</b>	
<b>Account CODE:</b>	
<b>Ownership Cert no.</b>	
<b>SKR Number</b>	

**BUYER'S BANK:**

<b>Address</b>	
<b>Bank Officer</b>	
<b>Account Name</b>	
<b>Account Number</b>	
<b>S.W.I.F.T.</b>	
<b>Telephone No.</b>	
<b>Fax Number</b>	

**DISTRIBUTION OF COPIES:**

This Agreement is made in \_\_\_\_\_ identical copies of \_\_\_\_\_ pages in the English language, regarding the agreement itself. \_\_\_\_\_ copies each for the buyer and seller and \_\_\_\_\_ copy for each of the paymaster listed in the Master fee protection agreement which forms Annexure 1 of this contract

**Annexure "A"**

**BUYER IRREVOCABLE MASTER FEE PROTECTION,  
AND PAY ORDER AGREEMENT**

This agreement is an additional irrevocable pay order agreement to the below mentioned transaction, contracted by and between:

Name of Seller:

Passport No.:

Address:

Telephone No.: \*\*

Fax No.: \*\*

Emai: \*\*

*(Hereinafter designated as "Seller")*

and

Name of Buyer:

Passport No.:

Address:

Telephone No.:

Fax No.:

Email:

*(Hereinafter designated as "Buyer")*

**Commodity: AU Gold Metal**

**Quantity: 100 metric tons**

**Fineness: 999.5 or better**

**Bar Size: 12.5kg / in standard bullion presentation**

**Location:** BANK of CHINA Hong Kong

**Price & Fixing:** 2nd Fixing London Bullion Market Association rate on the day of purchase.

**Discount:**  
**Gross discount: Twelve Percent (12%)**  
**Net discount to buyer: Nine Percent (9%)**

**Fee:**  
**Seller side: 1.5% (closed)**  
**Buyer Side: 1.5%**

**Payment of Fees:** All payments will be in good, clean, clear USD/EURO CURRENCY of non-criminal origin, and will be by SWIFT wire transfer to seller's designated bank account(s)

**BUYERS BANKING DETAILS AND CO-ORDINATES FOR THIS**

**TRANSACTION AS PER CONTRACT**

**(SELLERS AND BUYER AGREEMENT AND CODES)**

**BUYER/PAYOR'S BANK COORDINATES:**

**Bank Name:**

**Address:**

**Bank Officer Name:**

**Telephone Number:**

**Fax Number:**

**Account Beneficiary:**

**Account Number:**

**Swift Code:**

**This agreement is valid only upon the successful completion of the Coded Transaction reference above between the buyer and the seller; otherwise it's null and void.**

**I, the undersigned, Mr. \_\_\_\_\_, authorized signatory for \_\_\_\_\_ hereby irrevocably and unconditionally confirm our**

payments to all participated people, which are listed hereafter and subject to receipt of the respective fee payment orders.

This order of payment is irrevocably confirmed and payable upon the closing of the aforesaid transaction, without any protest, delays, and/or deductions (other than bank wire transfer fees and routine banking delays) to the hereafter designated Payee.

All the bank expenses from the hereafter designated Payee will be paid by the covered payees. These expenses must not exceed the usual international expenses.

Thereof the Buyer/General Payor agrees to place this Irrevocable Fee Protection Agreement in full force with his bank for the purpose of payment to the herein mentioned beneficiaries.

This fee protection of Three Percent (3.0%) will be paid accordingly to the involved beneficiaries, for the entire transaction, plus rolls and extensions (if any), and shall be paid by Swift wire transfer without any protest, delays, and/or deductions (other than bank wire transfer fees and routine banking delays) by agreed Swift wire transfer (and/or cash delivery) to the herein described payees' bank account as per instructions.

**Buyer Side: (1.5%) PERCENT to be distributed as follows:**

**GROUP B1: Buyer Side – Intermediary (0,0%)**

**Beneficiary:**

**Bank Name:**

**Bank Address:**

**SWIFT Code:**

**Account Name:**

**Account No:**

**Telephone No:**

**Facsimile No:**

**Bank Officer:**

**GROUP B2: Buyer Side – Buyer Intermediary (0,0%)**

**Beneficiary:**

**Bank Name:**

**Bank Address:**

**SWIFT Code:**



**Seller Side: (1.5) Percent to be distributed as follows:**

GROUP S1: Seller's Side – Sellers Mandate 0.75%

**Beneficiary**

**Bank Name:**

**Bank Address:**

**SWIFT Code:**

**Account Name:**

**Account No:**

**Telephone No:**

**Facsimile No:**

**Bank Officer:**

GROUP S2: Seller's Side – Sellers Intermediaries 0.75%

**Beneficiary**

**Bank Name:**

**Bank Address:**

**SWIFT Code:**

**Account Name:**

**Account No:**

**Telephone No:**

**Facsimile No:**

**Bank Officer:**

**It is mutually understood that each party in this agreement agrees to keep confidential the described Coded Transaction and is not to disclose the Transaction Code and Transaction Description, Buyer, or Owner/Seller, or the names of any banks or other institutions party to the specific transaction. It is likewise understood, that the BUYER, expressly reserves the right to deal with any bank, depository, public or private, that they have in the past, or decide to pursue transactions with in the future, including those institutions that may be used in completing this transaction, regardless of this transaction.**

**Each person whose signature is affixed hereto also warrants and represents under the risk and penalty of perjury, that:**

**To the best of his knowledge, this transaction does not involve any violation of any law or regulation of Switzerland, the United Kingdom, or United States, or of any other country involved in this transaction, nor does it involve any violation of International Law.**

**To the best of his knowledge, no person with whom he is associated or affiliated in any way with regard to this transaction intends to do anything, which would violate any law or regulation of Switzerland, the United Kingdom or of United States, or of any other country involved in this transaction, nor does it involve any violation of International Law.**

**To the best of his knowledge, no Specially Designated Nationals, Specially Designated Narcotics Traffickers, Foreign Terrorist Organizations, Blocked Persons, or targeted countries, as designated by the Office of Foreign Assets Control is now or will hereafter:**

- a) Be a party to this transaction or**
- b) Share in any benefits of this transaction.**

**This document constitutes a guaranteed, irrevocable, unconditional and not retractable payment order issued to the beneficiaries named herein, given with full corporate responsibility, by which I hereby instruct my bank as specified herein, to simultaneously pay, without any protest and/or delay, upon the closing of This transaction and or until the transaction under the above entered codes is totally completed, the compensation to the beneficiaries' bank accounts, as stipulated herein.**

----- **SIGNATURE PAGE** -----

**IN WITNESS WHEREOF, the undersigned has executed this agreement  
on this \_\_\_\_ day of \_\_\_\_\_ 2009**

**Buyer Name:**

**Nationality:**

**Passport Number:**

**Company Name:**

**Company Seal and Stamp: .....**

**Bank Name:**

**Witnessed by Bank Officer  
(Name):**

**Nationality:**

**Buyer Public Notary Seal and .....  
Stamp:**

**Notarized by (Name):**