



OFF-MARKET PRIVATE SALE & PURCHASE CONTRACT OF GOLD DORE BARS

ON « _____ » IN XXX, XXX

SELLER Code : MM-B/XXX-JM-DG.01/18

TRANSACTION Code : MM-B/XXX-JM.AC.1/18

BUYER Code : XXX XXX XXX XXX

CONTRACT No.: MM-B/XXX-JM-DB-100.AC/18

This CONTRACT / SALE AND PURCHASE of Alluvial GOLD DORE BARS (Gold) hereby referred to as (Agreement) is entered into, signed and executed on this 00th Day of the Month of September 2018 by and between the following parties:

MARIO ALBERTO PEREIRA MONTEZ a corporation with its registered office at Santarém, Portugal, hereby duly represented by MR. MARIO MONTEZ, Passport No. L 579509 / Portugal, Tax No. 156 246 570, Tel. nº: +351 919 670 984 E-mail: info@mario-montez.com or own.geral@gmail.com

[With full authority to execute and perform this Sale and Purchase Agreement, hereinafter collectively referred to as the "MANDATE/SIGNATORY"]

AND

THE SELLER

Company Name	
Company Tax No	
Company Reg. No	
Mining Permit No	
Address	
Represented By(CEO)	
Passport Number	
Issued At	
Nationality	
Telephone/Mobil	
Email Address	

[With full authority to execute and perform this Sale and Purchase Agreement, hereinafter collectively referred to as the "SELLER/SIGNATORY"]

THE BUYER

COMPANY NAME	
COMPANY Reg. No	
COMPANY ADDRESS	
REPRESENTED BY	
PASSPORT	
TITTLE	
TEL./FAX/CELL PHONE	Tel.: / Fax: / Cell Phone:
BUYER E*MAIL	

[With full authority to execute and perform this Sale and Purchase Agreement, hereinafter collectively referred to as the "BUYER/SIGNATORY"]

SELLER and BUYER hereinafter collectively referred to as the "PARTIES"

Seller Initials:

Mandate Initials:

Buyer Initials :



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WHEREAS: The Seller agree by signing this SPA Contract with full corporate and legal authority, represents and warrants they can fulfill the requirements of this Sales and Purchase Agreement (SPA) , to sell AU Gold in the form of **GOLD DORE BARS [hereinafter referred as "Raw Gold"]**.

WHEREAS: The Buyer agree by signing this SPA Contract with full corporate and legal responsibility, that they are ready, willing and able to process and purchase the Sellers **Raw Gold Dore Bars** as per the terms and conditions and this Sales and Purchase Agreement (SPA).

Both parties, companies, and their authorized representatives whose signatures appear herein, were all duly given full corporate authority by their respective company to enter into the present sale and purchase agreement, and have duly complied with all the legal formalities and requirements of laws of their respective countries for this type of agreement, and further agree to be bound by the International Chamber of Commerce (ICC), Paris, and other internationally applicable commercial laws on matters related to contract dispute and resolution.

NOW THEREFORE: In consideration of the promises and mutual covenants herein set forth, both Parties accept and agree to the Sales and Purchase Agreement terms and conditions as follows:

SCOPE OF AGREEMENT

The Seller agrees and warrants under full corporate and legal responsibility, that they have the clear and qualified right to sell the Raw as per terms and conditions of this SPA.

The Seller has inspected and confirms they have full and confirmable proof of product of Raw Gold existence and purity and testifies the quantities as per terms and conditions of this SPA are available for shipment.

The Buyer under full corporate and legal responsibility, represents they have the full financial capability to purchase the Raw Gold as per terms and conditions of this SPA.

The Buyer has the knowhow, infrastructure, customs clearance & logistics in-place as well all the required trading licenses and banking to fulfill the terms and conditions of this SPA.

COMMODITY SPECIFICATIONS

- **Commodity:** **GOLD DORE BARS.** (Under no circumstances will 'gold dust' or 'gold nuggets' be accepted under this contract)
- **Quantity:** **0.000 kilos/First Year and 0.000 Kilos/Second + 0.000 Kilos Third Year**
- **Tranches:** **10Kg to 50Kg First Tranche and 100Kgs/Month x 36 Months.**
- **Duration:** **Three (3) Years** with Rolls & Extensions to **Six (6) Years.**
- **Purity:** **95%** Minimum. (shall confirm through XXX in Nairobi, Kenya).
- **Finesse:** **22+** Carats Minimum.
- **Origin:** West Africa **Kenya (Seller UN ratified)**
- **Location:** West Africa **Nairobi, Kenya**
- **Price Buyer:** **20%** discount second Fixing of the "LBMA" Rate, on the day of final assay report refinery; price to apply for each kilo of pure gold 995/1000 returned by the refinery;
- **Safekeeping:** Buyer to appoint Shipping Company "**XXX**" www.xxxx.xxxx.xxx in Nairobi, Kenya which company must be acceptable by Seller.
- **Delivery:** **FOB "Free On Board"** Shipping & Freight "Funded" by Buyer through "**XXX**" www.xxxx.xxxx.xxx in Nairobi, Kenya.
SELLER is responsible for all security and full insurance coverage to deliver the all tranches of Gold to "**XXX**" www.xxxx.xxxx.xxx in Nairobi, Kenya.

Seller Initials:

Mandate Initials:
Page 2 of 16

Buyer Initials :



OFF-MARKET PRIVATE SALE & PURCHASE CONTRACT OF GOLD DORE BARS

ON « _____ » IN XXX, XXX

SELLER Code : MM-B/XXX-JM-DG.01/18

TRANSACTION Code : MM-B/XXX-JM.AC.1/18

BUYER Code : XXX XXX XXX XXX

CONTRACT No.: MM-B/XXX-JM-DB-100.AC/18

BUYER is responsible for all costs of shipping, export, insurance, documentation charges and all duties from Nairobi, Kenya to Buyer's destination, as well as will also pay all duties taxes, customs clearance, VAT taxes in airport of destination and security transport from airport to the refinery.

- **Payment:** **BUYER** shall make payment to the seller by SWIFT/Telegraphic Transfer, within 48 to 72hrs after assay report from buyer's refinery for all the quantity of the pure Gold 995/1000 return by the refinery.

SELLER'S OBLIGATIONS

Seller agrees that the gold "Dore Bars" will be deposited FOR THE ACCOUNT of (Buyer's name) with the selected and agreed upon security and shipping company "XXX", with title (SKR) in the name of the Seller. **(NB: Under no circumstances will 'gold dust' or 'gold nuggets' be accepted under this contract)**

Seller confirms and accepts all cost and responsibility up to the deposit of the gold with the security and shipping company "XXX" in Nairobi, Kenya.

Seller confirms that all transactions will strictly conform to all requirements of the law of Kenya.

Seller to notify Buyer at least 3 days before deposit of gold with appointed security/shipping company, which will also include the information regarding the quantity and purity to enable Buyer to do all needed planning for purchase within the agreed timeframe to follow.

Seller agrees to assist with all reasonable requests for assistance before and during the purchase.

Seller hereby warrants that the title of the gold to be sold herein shall be free and clear of all liens and/or encumbrances and is owner with full right to sell, and the Seller further confirms that the gold is not of criminal origin and can be legally exported.

Seller acknowledge and agrees that since Buyer appoints the security and shipping company "XXX", Seller cannot instruct - or withdraw the gold from safe custody except when the transaction is cancelled by both parties due to non-performance from Buyer.

BUYER'S OBLIGATIONS

Buyer undertakes to ensure this transaction is fully compliant to all laws and regulations of country of destination and will be exported on the license of Seller.

Buyer accept to appoint the security/shipping company at own cost, shipping and insurance from point of origin to Buyer's Refinery.

Buyer irrevocably acknowledges the Seller as beneficiary until full payment is received and confirmed by Seller's Bank where after entitlement is automatically transferred to Buyer.

Buyer irrevocably acknowledges that the title to the gold and the entitlement as beneficiary to the insurance coverage cannot pass to Buyer until bank confirmation from Sellers bank is received confirming receipt of cash transfer.

Buyer acknowledge and accept that will pay for all costs of shipping, export, insurance, documentation charges and all duties to "XXX" from xxx, xxx to Buyer's refinery via "XXX" and will pay all duties taxes, customs clearance, VAT taxes in airport of destination and security transport from airport to the refinery.

Seller Initials:

Mandate Initials:
Page 3 of 16

Buyer Initials :



OFF-MARKET PRIVATE SALE & PURCHASE CONTRACT OF GOLD DORE BARS

ON « _____ » IN **XXX, XXX**

SELLER Code : MM-B/XXX-JM-DG.01/18

TRANSACTION Code : MM-B/XXX-JM.AC.1/18

BUYER Code : XXX XXX XXX XXX

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MONTHLY (or BEWEEKLY) SUPPLY

The mutually agreed upon quantity for sale to the Buyer under the terms of this Agreement remains open. Quantity immediately available: **00Kgs First Tranche and 100Kgs/Month x 36 Months. Three (3) Years With Rolls & Extensions To Six (6) Years.**

The quantity stipulated on this Agreement "**100Kg/Monthly**" may be increased since the Seller has availability and as long as requested in writing by Buyer, which should be made through the Mandate – Mario Montez via email and after approved by the Seller serves as an addendum to this Sales and Purchase Agreement together with new schedule of shipments.

PRICE BUYER

Less the Discount of minus **Twenty Percent (20%)** to the Buyer is the Contractual Price to be based upon the last published London Price Fixing (SECOND OR PM) of the London Bullion Market Association (LBMA) to be used to calculate the Selling price based on the day of corresponding Final Assay Report after refining to 99.95% Gold (AU);

PAYMENT TERMS

Within a maximum of Three (3) Banking Days from the issuance of the corresponding Final Assay Report issued by the Buyer's Designated Gold Refinery that shall be provided directly to both the Seller and the Buyer and the Buyer's receipt of the Seller corresponding Final Commercial Invoice that includes the Gold (AU) final discounted Price from the Seller, the Buyer undertakes to make payment by means of SWIFT / Telegraphic Transfer, to the Seller's nominated Bank and as well as simultaneously the Seller undertakes to re-assign the ownership title and Transfer of that shipment of Gold (AU) Dore Bars to the Buyer's custody as the new owner.

* All commissions payable by the Buyer to Brokers (buyer side), they aren't included in the price indicated in the corresponding section

* All front expenses will be paid by the buyer prior to shipping and the export taxes and every other expense which buyer paid from the country of origin must be deducted from the total purchasing price of the whole quantity after refining.

PAYMENT COMMISSIONS

All Consultancy Fees (commissions) to "Mandate – Mario Montez" and appointed paymasters "Brokers" as given in the IMFPA'S will be paid simultaneously by the Seller's Bank and Buyer's Bank upon closure of each transaction, including rolls & extensions if any.

- **Mandate** – Mario Montez will be paid by **SELLER**, Contracted Separately with **IMFPA Code: MM-B/XXXX-XXX-01.A/2018**, as agreed between parties without any interference with Buyer and Brokers.

Commissions payable to **Mandate – Mario Montez** will be paid by the **Seller** through Seller's Bank "**XXX**" in **XXX**, account name: **XXX**, in accordance with **IMFPA Code: MM-B/XXX-XXX-01.A/2018** immediately after every payment by Buyer or every delivery or loading by Seller of each and every tranche referred to in this contract and the IMFPA'S shall remain in force with each renewal of this contract.

- **Brokers** – (APPENDIX 1) will be paid by **BUYER**, Contracted Separately with **IMFPA** as agreed between Buyer and Brokers without any interference with Seller and Mandate.

Commissions payable to **Brokers** will be paid by the **BUYER** through Buyer's Bank "**XXX**" in **XXX**, account name: **XXX**, in accordance with **IMFPA** (Agreement between Buyer and Brokers) immediately after every payment by Buyer or every delivery or loading by Seller of each and every tranche referred to in this contract and the IMFPA'S shall remain in force with each renewal of this contract.

Seller Initials:

Mandate Initials:
Page 4 of 16

Buyer Initials :



OFF-MARKET PRIVATE SALE & PURCHASE CONTRACT OF GOLD DORE BARS

ON « _____ » IN XXX, XXX

SELLER Code : MM-B/XXX-JM-DG.01/18

TRANSACTION Code : MM-B/XXX-JM.AC.1/18

BUYER Code : XXX XXX XXX XXX

CONTRACT No.: MM-B/XXX-JM-DB-100.AC/18

BUYER / SELLER'S obligations for Raw Gold Dore Bars Seller Shipping FOB-XXX in NAIROBI, KENYA

CONDITIONS, TERMS AND PROCEDURES ARE NOT NEGOTIABLE - IF THE OUTCOME IS NOT CORRECT OR ANY ATTEMPT TO CHANGE THE TERMS AND PROCEDURES BELOW OR HAS ANY DEFECT, BUYER MAY UNILATERALLY DECLARE SPA IMMEDIATELY NULL AND VOID; TERMINATING THE CONTRACT (SPA).

1st. step

1.1. Mandate – Mario Montez issues and signs this **Sale and Purchase Agreement (SPA)** and send it to **BUYER** for your approval, its completion and signature..

1.1-a) Within a maximum of **Three (3) banking days** of the date of issue this Sales and Purchase Agreement (SPA), **BUYER** complete with your full information, Bank Details, sign it and send it to **Mandate**, Mário Montez via mail info@mario-montez.com along with copy of agreement between Buyer and Shipping Company who they confirm and accept to carry out the transaction as set out in this SPA.

1.1-b) Mandate – Mario Montez sends Sale and Purchase Agreement (SPA) signed by Buyer along with Irrevocable Master Fee Protection Agreement (IMFPA) to **Seller**.

1.1-c) Seller confirms immediately the receipt and approval of the Sales and Purchase Agreement (SPA) and Irrevocable Master Fee Protection Agreement (IMFPA), lodge his version to his respective seller's bank and within a maximum of 48hrs **Seller** return both documents to **Mandate Mario Montez** duly signed by Seller's Bank and registered in NOTARY OF HIGH COURT OF KENYA and **Mandate** confirms by email with Officer Seller's Bank with CC to Bank's Headquarters.

1.1-d) Mandate – Mario Montez sends Sale and Purchase Agreement (SPA) signed by Seller to **Buyer** along with copy "**Mandate Letter**" including "**Seller's documents**": (*Certificate of Incorporation + Certificate D'origine A L'exportation + Mining Licence + ICGLR Regional Certificate + Export Permit along Past Performance*).

1.1-e) Buyer confirms immediately the receipt of the Sales and Purchase Agreement (SPA) and others information.

2nd. step

"Once the above steps are completed to the full satisfaction of all parties, this contract is considered definitively active, and:"

2.1. Seller in accordance with the date affixed in "SCHEDULE OF SHIPMENTS" as (APPENDIX 2) delivered the full quantity of Gold Dore Bars (**00Kg** first tranche and **100Kg** subsequent tranches) to Shipping Company "**XXX**" in Nairobi, Kenya accompanied by all the necessary documents for safe custody and export, which will include insurance with the Seller as beneficiary up to final payment receipt by Seller where after title will revert to Buyer.

SHIPPING COMPANY NAME : (To fill by Buyer) – (Buyer's choice)

SHIPPING COMPANY ADDRESS :

SHIPPING COMPANY TEL./MAIL :

Buyer may establish agreement with BRINKS, G4S or other SIMILAR as long as the shipping company has facilities in NAIROBI

- Shipping Company **XXX**. issue **SKR** to the **Seller**

2.2. Seller sends via email or other electronic means to **Mandate** - Mario Montez a copy of **SKR**, and **Mandate** – Mario Montez in simultaneously sends to **Buyer**.

2.3. After verification by Buyer the SKR of the gold held in safekeeping by the Shipping Company "XXX", the Buyer within a maximum of Twenty four (24) banking hours of the date of receive SKR must confirm with the shipping company "XXX" receipt of SKR and authorize the transport of dore bars at own expenses immediately to the buyer's destination by sending a copy of this message to the SELLER and MANDATE.

Seller Initials:

Mandate Initials:
Page 5 of 16

Buyer Initials :



OFF-MARKET PRIVATE SALE & PURCHASE CONTRACT OF GOLD DORE BARS

ON « _____ » IN XXX, XXX

SELLER Code : MM-B/XXX-JM-DG.01/18

TRANSACTION Code : MM-B/XXX-JM.AC.1/18

BUYER Code : XXX XXX XXX XXX

CONTRACT No.: MM-B/XXX-JM-DB-100.AC/18

Buyer does not need to travel to Nairobi, Kenya, but must have an account with the shipping company "XXX", where the buyer may deposit the corresponding amount necessary to cover all export expenses, and the shipping company immediately make all diligences for the treatment of all export documents with help of Seller, given that BUYER is responsible for all costs of shipping, export, insurance, documentation charges and all duties from XXX to Buyer's destination, as well as will also pay all duties taxes, customs clearance, VAT taxes in airport of destination and security transport from airport to the refinery.

2.3-a) Goods are ready for export, being this whole operation aided and accompanied by Seller. Seller assumes no responsibility during shipping.

2.3-b) Buyer agrees to pay for Seller's Entry Visa/hotel/food expenses to and in the Country of Destination for a business stay of 3 to 7 working days, (Visas issued to the Seller is a maximum of 10 days).

3rd. step

3.1. Gold dore bars will then delivery to the Buyer's Refinery, through reliable shipping company "XXX" according to Buyer's instructions.

Seller or his Representative may accompany the goods and will witness until will paid in full via By a Wire Transfer.

3.2. Buyer pays in full within 48 to 72 hours after final assay report Buyer's Refinery via wire transfer to Seller's account in accordance with the SPA.

3.3. After Seller having the confirmation from his bank that the funds are available, buyer will immediately take possession of the gold and change of ownership will be made in buyer's favour.

3.4. Seller pays commission immediately and without delay to Mandate – Mario Montez after closing and completion of each and every delivery pursuant to the terms and conditions of the Irrevocable Master Fee Protection Agreement (IMFPA). Closing and completion of each and every delivery is deemed to take place at the same time as when Buyer pays Seller. Likewise, Buyer will proceed with the Brokers in the payment of their commissions.

3.5. After each delivery of gold **Seller** sends to Mandate - Mário Montez copy of the payment voucher commissions and copy of final assay report buyer's refinery.

3.6. Process revolves until the contract is being executed and the same will be applicable for rolls and extensions. Buyer and seller will continue the Monthly transaction for duration of 36 Months with extensions to six (6) years.

DELIVERY TERMS

The goods shall be conveyed to "XXX" www.xxxx.xxx.xxx by Seller every MONDAY as "SCHEDULE OF SHIPMENTS" (**APPENDIX 2**) in this Contract. Seller will deliver the gold at Seller's expense "XXX" in Nairobi, Kenya.

The seller agrees to have available exclusively for the buyer a minimum of **000kg**/Month. The seller further declares that his unrefined/part refined AU to be supplied for refining is already at least **95%** in purity.

Seller is responsible for all security and full insurance coverage to deliver the all tranches of Gold to "XXX" in Nairobi, Kenya.

SHIPPING COMPANY NAME : (To fill by Buyer) – (Buyer's choice)

SHIPPING COMPANY ADDRESS :

SHIPPING COMPANY TEL./MAIL :

Buyer may establish agreement with **BRINKS, G4S** or other **SIMILAR** as long as the shipping company has facilities in **NAIROBI**

Seller Initials:

Mandate Initials:

Buyer Initials :



OFF-MARKET PRIVATE SALE & PURCHASE CONTRACT OF GOLD DORE BARS

ON « _____ » IN XXX, XXX

SELLER Code : MM-B/XXX-JM-DG.01/18

TRANSACTION Code : MM-B/XXX-JM.AC.1/18

BUYER Code : XXX XXX XXX XXX

CONTRACT No.: MM-B/XXX-JM-DB-100.AC/18

BUYER is responsible for all costs of shipping, export, insurance, documentation charges and all duties from Nairobi, Kenya to Buyer's destination, as well as will also pay all duties taxes, customs clearance, VAT taxes in airport of destination and security transport from airport to the refinery:

- * REFINERY NAME : (To fill by Buyer) – (Buyer's choice)
- * ADDRESS :
- * COUNTRY :
- * CONTACTS :

THROUGH RELIABLE COMPANY

- * AIRLINE/SHIPPING COMPANY NAME : (To fill by Buyer) – (Buyer's choice)
- * ATTENTION :
- * CONTACTS :

Seller through Mandate – Mario Montez shall notify the Buyer Five (5) days prior to delivery for any non-scheduled shipment delivery.

Applicable local / international; internal holidays, bank holidays and/or religious holidays are exempt, anticipated and are understood by the Parties hereto as related to any delays and/or temporary stoppage in Sellers ability to shipment or make delivery of the Gold (AU) Dore Bars and in Buyers ability to receive or make processing of the Gold (AU) Dore Bars delivered.

Year-end stoppage of schedule of Gold (AU) Dore Bars deliveries by the Seller and collection by the Buyer between the days of; 15TH December thru till the 15TH January for the term of this Agreement and any rolls and extensions.

DOCUMENTS

Each shipment and delivery shall be identified with all appropriate contract reference codes and numbers. Seller must provide the following documents to Buyer prior to arrival of goods or when delegate's arrive at the port of destination:

- **1** Commercial Invoice: issued by Seller: 2 originals and 2 original copies showing Contract Number, description of Goods, packing list, unit price, total amount, gross/net weights of the goods.
- **2** Packing List: one (1) original, and three (3) copies issued declaring gross and net weight, number of units, and the Number of the Airway Bill.
- **3** Certificate of Origin: one (1) original, and three (3) copies
- **4** Certificate of Ownership: one (1) original, and three (3) copies issued
- **5** Export Certificate: one (1) original, and three (3) copies issued
- **6** Airway Bill: one (1) original, and three (3) copies issued
- **7** Declaration that the goods is free and clear of encumbrance and of none criminal origin and source.
- **8** Certificate of Analyse Report issued by Laboratory of Greatfreightforwaders in Hurlingham plaza, Nairobi, Kenya.

NOTICES

- ❖ Required procedures, payment terms, price, are not negotiable and under no circumstances will be changed or modified.
- ❖ The Seller/Buyer will produce all communications throughout the length of this Agreement through the Mandate – Mario Montez.
- ❖ Any and all notices required to be given by one party to the other party on this Agreement must be made through the Mandate – Mario Montez by writing, posting the same by certified/recorded post at the address or addresses as stated herein and copied by e-mail transmission.

Seller Initials:

Mandate Initials:
Page 7 of 16

Buyer Initials :



OFF-MARKET PRIVATE SALE & PURCHASE CONTRACT OF GOLD DORE BARS

ON « _____ » IN XXX, XXX

SELLER Code : MM-B/XXX-JM-DG.01/18

TRANSACTION Code : MM-B/XXX-JM.AC.1/18

BUYER Code : XXX XXX XXX XXX

CONTRACT No.: MM-B/XXX-JM-DB-100.AC/18

Seller

Company Name:
Address:
Represented By:
Cell Phone:

Buyer

Company Name:
Address:
Represented By:
Tel/Fax/Mobil:

BANK COORDINATES

The payment will be made as per agreement by buyer's nominated bank and shall be sent to the Seller's bank as stated below when due:

Seller's Bank Coordinates:

For receive T/T wire transfer and payment of commissions to Mandate:

Bank Name :
Branch :
Bank Address :
Telephone/Fax :
Account Name :
Account Number :
IBAN :
SWIFT CODE :
Bank Website :
Bank E-mail :

Bank Officer :
Bank Officer Tel. :
Bank Officer E-mail :

Buyer's Bank Coordinates:

For payment by T/T wire transfer to Seller's Bank and payment of commissions to Brokers:

Bank Name :
Bank Address :
City/State/Zip :
Telephone/Fax :
Account Name :
Account Number :
Account Signatory :
SWIFT CODE :
IBAN :
Bank Officer :
Telephone :

Seller Initials:

Mandate Initials:
Page 8 of 16

Buyer Initials :



OFF-MARKET PRIVATE SALE & PURCHASE CONTRACT OF GOLD DORE BARS

ON « _____ » IN XXX, XXX

SELLER Code : MM-B/XXX-JM-DG.01/18

TRANSACTION Code : MM-B/XXX-JM.AC.1/18

BUYER Code : XXX XXX XXX XXX

CONTRACT No.: MM-B/XXX-JM-DB-100.AC/18

MANDATE OBLIGATIONS

As established in Memorandum of Understanding & Mandate Contract/Agreement (MOU/MCA), entered into, signed and executed in 13rd Day of the Month of **September 2018** between Seller and Mandate – Mario Montez.

❖ The Mandate hereby assumes compromise to forward all communications received from the Seller or Buyer, that are expressly required to be forwarded, to the Buyer or Seller's electronic mail address within twenty four (24) hours from the time of reception..

❖ In any case, it will be considered a case of "*Force Majeure*" if the message cannot be mailed and/or transmitted and/or delivered on time via any of the ways before mentioned, due to holiday, popular strike or unrest, weather inclemency, shortage of power or any other extraordinary circumstance not contemplated here.

Buyer / Seller Penalty Clauses

The **BUYER** and **SELLER** agreed to be liable and pay a penalty if one of them does not perform its obligation as all conditions, terms and procedures described in this contract and after signed is not the subject of any discussion:

- If **Seller** try to change or does not comply in full all condition, procedures and terms including payment of commissions to Mandate as IMFPA or waive after signing this Sale and Purchase for futile reasons and without legal motivation or for allegations of political incompatibility, among others, without damage of judicial sanctions foreseen by the tribunals.
- If **Buyer** try to change or does not comply in full all condition, procedures, terms and payment to seller or after signing this Sale and Purchase Agreement for futile reasons and without legal motivation or for allegations of political incompatibility, among others, without damage of judicial sanctions foreseen by the tribunals.
- If **Seller** could not arrange the shipment In accordance with the date affixed in "SCHEDULE OF SHIPMENTS" (APPENDIX 2) and approved by Buyer and Seller in this Sales and Purchase Agreement (SPA).
- If **Buyer** could not arrange the payments to Seller's Bank account within a maximum of Three (3) banking days after final assay report issued by the **BUYER'S REFINERY** as detailed in this SPA.
- If any documents, **NCND, IMFPA, SELLER'S DOCUMENTS, BUYER'S DOCUMENTS** or communications, (including by post, facsimile, email, skype, mobile phone texts, etc,) are issued by one of the parties which prove to be fake, be they from **BUYER** or **SELLER**

The **BUYER** and **SELLER** agree to a penalty equivalent to TWO PERCENT (2%) but never less than **US\$100,000** for the party that does not perform according to the clauses established and do not meet the terms of the contract agreement that is signed by both BUYER and SELLER. (Twenty-five percent (25%) this penalty will be paid to Mandate.

If the party failed to refuse to pay the penalty voluntarily within fifteen (15) common working Days, the aggrieved party will require in court a fee of \$250,000.00 as compensation, will report to police and all legal action will be taken for this matter.

TITLE TO GOODS

The Title of the Gold Dore Bars shall not pass from the Seller to the Buyer until refined. The goods shall go into the account of the Buyer at the refinery with the necessary documents during refining. Buyer shall not take physical possession until Final Assay Report from the **Buyer's Refinery** is accepted by both parties and payment will be made.

Seller Initials:

Mandate Initials:
Page 9 of 16

Buyer Initials :



OFF-MARKET PRIVATE SALE & PURCHASE CONTRACT OF GOLD DORE BARS

ON « _____ » IN XXX, XXX

SELLER Code : MM-B/XXX-JM-DG.01/18

TRANSACTION Code : MM-B/XXX-JM.AC.1/18

BUYER Code : XXX XXX XXX XXX

CONTRACT No.: MM-B/XXX-JM-DB-100.AC/18

CLEAR TITLE

Seller confirms and warrants that the Title of the Gold Dore Bars to be sold herein shall be free and clear of any and all Liens and/or encumbrances and Seller states that the Gold Dore Bars is not of terrorist and/or criminal origin.

WARRANTIES

- A. The Buyer warrants that he is financially capable of performing his obligations as required in this Agreement.
- B. Seller warrants that the commodity can be lifted without restrictions anywhere in the world.
- C. The Seller agrees to accept the final assay report at **Buyer's Refinery**.

APPLICABLE LAW AND JURISDICTION

Any action or legal proceeding related to this Agreement shall be adjudicated under the laws and venue of the ICC. Should either party not perform exactly within the terms and conditions of this Agreement, the other party shall give notice regarding the non-performance, whereupon the non-performing party must comply with their obligations within **Five (5) Banking Days**, or this Agreement shall be canceled without further notice. This Agreement shall be governed by the Uniform Commercial Code as interpreted by the Federal laws and courts under the interpretation of the **INTERNATIONAL CHAMBER OF COMMERCE (ICC)**

Any disputes arising out of, or in context with this Agreement or related to any agreement concluded as a result of this Agreement shall be settled by Arbitration. The seat of the arbitration tribunal shall be under the rule of conciliation and arbitration of the International Chamber of Commerce Court of Arbitration, and the English language shall be the language of the contract and proceedings. Jurisdiction and venue of arbitration shall be in Zurich Switzerland under their law.

JOINT DECLARATION

The SELLER and BUYER each declare unto one another that the AU commodity offered herein for sale, and the origin of the funds used for purchasing the AU commodity, do NOT contravene: The Drug Trafficking Offenses Act 1986, The Criminal Act 1988, the Prevention of Terrorism (Temporary Provisions) Act 1989, The Criminal Justice (International Co-operation) Act 1990, The Criminal Justice Act 1993, and the Money Laundering Regulations 1993, or any other illegal or criminal activity. And accordingly each party to this agreement indemnifies each other against any such allegations which or may not be made in the future.

FACSIMILE COPIES AND COMMUNICATIONS

This Agreement shall be accepted to be legal and binding by both parties if executed and sent by email direct to the parties concerned at the numbers contained within this Agreement.

FORCE MAJEURE

The parties hereto shall not be held liable for any failure to perform under the "Force Major" clause as regulated by the International Chamber of Commerce, Paris - France which clauses are deemed to be incorporated herein.

ETHICS: (NON-CIRCUMVENTION and NON-DISCLOSURE)

The parties hereto agree to respect each other's proprietary interests and not to reveal details and/or information to parties and/or individuals other than those who are the officers involved in handling this transaction. The product is offered for sale and sold in accordance with the terms and conditions of this contract and will not be influenced by a prior transaction between the Parties. Both parties agree to comply with all legal and natural persons working directly or indirectly for the realization of this present sale. It is further agreed that all information they may it be of the seller or of the buyer mentioned in this present contract, including the terms and conditions also mentioned here, will be held with the strictest confidentiality and are not to be disclosed without the express written consent of the other party. Any breach of this clause may result in the immediate cancellation of this contract and the aggrieved party has the right to seek justice in a court of competent jurisdiction.

Seller Initials:

Mandate Initials:
Page 10 of 16

Buyer Initials :



OFF-MARKET PRIVATE SALE & PURCHASE CONTRACT OF GOLD DORE BARS

ON « _____ » IN XXX, XXX

SELLER Code : MM-B/XXX-JM-DG.01/18

TRANSACTION Code : MM-B/XXX-JM.AC.1/18

BUYER Code : XXX XXX XXX XXX

CONTRACT No.: MM-B/XXX-JM-DB-100.AC/18

As each party agrees to follow the lines of communication initial and proper to this transaction without circumventing any party whatsoever, circumvention which may result in loss of position and or compensation of such party, its employees and/or partners.

Except with the written consent of the other party, no communication is to be made by one party to other party's bank, its handling officer(s) and/or manager(s).

Such prohibition will be in force and effect for a period of Ten (10) years from the date of execution hereof.

CRIMINAL

In the event of any breach by the **Buyer** and **Seller** of any condition herein mentioned and/or if the **Buyer** or **Seller**, or any partners, associates, employers, affiliates, subsidiaries, parent company, nominees, representatives, employees, successors, clients and assign, conclude a transaction or further business with a Party or third party in breach of this Agreement, the Parties agree that, as liquidated damages, the Intermediary shall be immediately entitled to a penalty sum of \$1.000.000,00 U.S Dollar (one million USD) accrued with a sum equal to one hundred and ten percent (110%) of the entire gross revenues received by the Buyer and/or any partners, associates, employers, affiliates, subsidiaries, parent company, nominees, representatives, employees, successors, clients and assign, from any dealings or disclosure conducted in violation of the present Agreement as well as accrued with all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue.

EXCLUSIVITY

The Seller hereby grants an irrevocable and exclusive right to the buyer to buy the total amount of the gold dore bars described herein, for as long as this Contract shall remain in force and effect.

BINDING AUTHORITY

This Agreement is binding upon the parties hereto, their assigns and successors and is signed with full authority to act.

TOTAL AGREEMENT

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.

SEVERABILITY CLAUSE

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SIGNATORIES

Each of the parties hereto confirms, under penalty of perjury, that each has full legal and lawful authority to execute this contract and therefore all terms and conditions shall be fully binding. The parties have entered into this Contract in good faith and each shall use its best efforts in the full spirit of co-operation to promptly achieve the purpose set forth herein. A facsimile copy of this Agreement shall be deemed legally binding as being fully executed in accordance to the parties herein and to include their heirs, executives, administrators and assignees.

EXECUTION OF THIS AGREEMENT

The terms of this Agreement shall be Confirmed and signed by the Buyer, Seller and the Mandate via Email. Said executed email shall be binding and initiates and concludes the legal liabilities between Buyer and Seller of this contract.

This contract is established in **3 (Three) original copies**, the parties accept that signed copies and messages by e- mail shall have strength of right and shall be efficient.

However, both parties, Seller and Transitional have read and approved all terms of this contract.

Seller Initials:

Mandate Initials:
Page 11 of 16

Buyer Initials :



OFF-MARKET PRIVATE SALE & PURCHASE CONTRACT OF GOLD DORE BARS

ON « _____ » IN XXX, XXX

SELLER Code : MM-B/XXX-JM-DG.01/18

TRANSACTION Code : MM-B/XXX-JM.AC.1/18

BUYER Code : XXX XXX XXX XXX

CONTRACT No.: MM-B/XXX-JM-DB-100.AC/18

BY SIGNING BELOW, both parties abide by their corporate and legal responsibilities and execute this Agreement under full penalty of perjury.

Sworn, signed, and certified under the pains and penalties of perjury.

FOR & ON BEHALF OF THE SELLER

MANDATE:

Date Signature & Seal: September, 00st, 2018

Full Name: MR. MÁRIO MONTEZ
Country: PORTUGAL
Tax Number: 156 246 570
Passport: L 579509

FOR & ON BEHALF OF THE SELLER

THE END SELLER:

ENLARGED CLEAR COLOR COPY OF PASSPORT SELLER

Full Name:
Passport:
Company:

Address:

Date Signature & Seal: September, 00st, 2018

Seller Initials:

Mandate Initials:
Page 12 of 16

Buyer Initials :



OFF-MARKET PRIVATE SALE & PURCHASE CONTRACT OF GOLD DORE BARS

ON « _____ » IN XXX, XXX

SELLER Code : MM-B/XXX-JM-DG.01/18

TRANSACTION Code : MM-B/XXX-JM.AC.1/18

BUYER Code : XXX XXX XXX XXX

CONTRACT No.: MM-B/XXX-JM-DB-100.AC/18

FOR & ON BEHALF OF THE BUYER

THE BUYER:

ENLARGED CLEAR COLOR COPY OF PASSPORT BUYER

Full Name:

Passport:

Company:

Address:

Date Signature & Seal: September, 00th, 2018

APPENDIX 1

COMMISSION INTERMEDIARIES PAID BY BUYER

The following individuals are recognized as the only immediate intermediaries:

Full name	Passport #	Address

Full name	Passport #	Address

Buyer will pay directly in cash to the abovementioned individuals the amount equal to **xx%** of purchase value within 12 hours of receipt of payment from Buyer as per clause 3rd, Step (page 6)

Any and all taxes payable on this income will be the sole responsibility and account of the intermediaries

Seller Initials:

Mandate Initials:

Buyer Initials :



OFF-MARKET PRIVATE SALE & PURCHASE CONTRACT OF GOLD DORE BARS

ON « _____ » IN XXX, XXX

SELLER Code : MM-B/XXX-JM-DG.01/18

TRANSACTION Code : MM-B/XXX-JM.AC.1/18

BUYER Code : XXX XXX XXX XXX

CONTRACT No.: MM-B/XXX-JM-DB-100.AC/18

APPENDIX 2

SCHEDULE OF SHIPMENTS – GOLD DORE BARS FOB AT THE XXX IN NAIROBI, KENYA PER MONTH

The Buyer shall complete the total contracted amount for 36 Months (Three years) with extensions to Six years from the date of signing of this contract. Rolls and Extensions are at the sole discretion of the Seller and shall be at the prevailing Terms and Conditions or as per renegotiated agreement.

First year 2018/19

Month	Expected date of delivery in XXX (Monday) / Quantity	Month	Expected date of delivery in XXX (Monday) / Quantity

Second year 2019/20

Month	Expected date of delivery in XXX (Monday) / Quantity	Month	Expected date of delivery in XXX (Monday) / Quantity

Third year 2020/21

Month	Expected date of delivery in XXX (Monday) / Quantity	Month	Expected date of delivery in XXX (Monday) / Quantity

----- End of Delivery Schedule -----

Seller Initials:

Mandate Initials:

Buyer Initials :



OFF-MARKET PRIVATE SALE & PURCHASE CONTRACT OF GOLD DORE BARS

ON « _____ » IN XXX, XXX

SELLER Code : MM-B/XXX-JM-DG.01/18

TRANSACTION Code : MM-B/XXX-JM.AC.1/18

BUYER Code : XXX XXX XXX XXX

CONTRACT No.: MM-B/XXX-JM-DB-100.AC/18

APPENDIX 3

SELLER'S ENDORSEMENT

This is to certify that this Sales and Purchase Agreement (SPA) along with attached Irrevocable Master Fee Protection Agreement (IMFPA),

APPENDIX 4

NOTARY BY HIGH COURT OF NAIROBI - KENYA

ON THIS DATE OF : XX xxxxxx, 2018

BEFORE ME, THE UNDERSIGNED NOTARY OF HIGH COURT OF XXX, XXX, PERSOALLY APPEARED THE FOLLOWING :

TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC SIGNATURE

OFFICER NAME :

TITLE :

NOTARY PUBLIC NAME :

ADDRESS :

TEL :

TODAY'S DATE :

[SEAL]

_____ **End of CONTRACT** _____

Seller Initials:

**Mandate Initials:
Page 15 of 16**

Buyer Initials :