**SELLER:**

**GG USA LLC** hereinafter referred as the “Seller” with Business HQ at 5353 West Dartmouth Av., Suite XXXDenver, USA represented with full corporate authority & responsibility by Mr. **Jeff Cacace**.

**AND**

**BUYER:**

**XXXXXXXXXXXXXXX,** hereinafter referred as the “Buyer” with Business HQ located at XXXXXXXXXXXXXXXXXXXXXXX, USA, represented with full corporate authority & responsibility by Mr. **XXXXXXXX**, Passport Number **XXXXXXXXXXX**, issued in XXXX.

**WHEREAS:** The Seller agrees, represents and warrants they can fulfill the requirements of this Sale and Purchase Agreement (SPA), to sell AU Gold in the form of Gold Bar [hereinafter referred as “Raw Gold”].

**WHEREAS:** The Buyer agrees and represent under the penalty of perjury that they are ready, willing and able to purchase and process the Seller’s Raw Gold as per the terms, conditions, and specifications of this Sale and Purchase Agreement (SPA).

**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 that it has the clear and qualified right to sell Raw Gold as per terms and conditions of this SPA.

The Buyer represents it has the full financial capability to purchase Raw Gold as per terms and conditions of this SPA; and has the know-how, 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

SPECIFICATIONS: **As per specifications of SPA and or LOI**

QUANTITY: **000 Kgs** per month (+/- 10%)

PARTIAL SHIPMENT: **Allowed up to the monthly amount (+/- 10%). Product shipped daily, five days per week. It is important that Buyer has necessary logistics in place for daily deliveries**

DURATION: **12 months with rolls & extensions**

DESTINATION PORT: **XXXXXXXXXXXXXXXXXXXX**

DELIVERY BASIS: **Seller delivers to buyer’s port of entry. Buyer receives product at port of entry and is solely responsible for Importing and arranging delivery to final destination**

SHIPPING SCHEDULE: **Within 15 banking days after LC confirmation**

Q & A INSPECTION: **Assay test at buyers cost in buyers facility**

PAYMENT GUARANTEE INSTRUMENT: **We will accept AN LC ONLY issued by ANY BANK IN THE WORLD AS LONG AS THEY CAN SWIFT for an amount of $50,000,000.00 USD or EURO MINIMUM. (Draft Verbiage provided),**

**WE DO NOT REQUIRE A TOP BANK OR EVEN A RATED BANK. ANY BANK THAT HAS SWIFTING CAPIBILITIES WILL BE ACCEPTED**

**AN MT799 PRE ADVICE, FOLLOWED BY AN MT798 LC AT SIGHT**

**LC to remain blocked in G2G account in EXIM BANK and is returned to the client upon completion of contract. LC WILL BE USED SOLELY AS A PAYMENT GUARANTEE Under no circumstances does the LC get drawn down.**

**The amount of the Instrument must be equal to whatever monthly amount of product Buyer desires, starting with a minimum of Fifty Million USD or Euro (50,000,000.00), or one Metric Tonne per month of delivered product**

**ANY ASSET CAN BE USED TO ACHIEVE THIS GOAL: LTN’S. MTN’S, ART WORK, CORPORATE BONDS, ETC,,, WE WILL SHOW YOU HOW WITH NO CHANCE OF YOU LOSING YOUR ASSET !!!**

**1. COMMODITY Gold (Aurum Utalium Metal)**

a**.** Gold Bars: Dore

b. Weight: Various

c. Purity: 92% (MIN**)**

**2. ORIGIN OF THE GOLD South America**

**3. CURRENT LOCATION OF THE GOLD**

Ecuador / Peru / Colombia / Argentina / Bolivia

**4. DELIVERY**

Delivery via Brinks, G4S or Malca Amit (or the seller’s own security company) to The Buyer’s nominated International Airport Free Zone

**5. PRICE / DISCOUNT**

LBMA 2ND FIXING OF THE DAY LESS 8% FOR MONTHLY QUANTITIES OVER 1000KG’S

**6. CURRENCY**

The legal currency of the United States of America (USD) ($),or European Union, EURO()

**7. PAYMENT**

Within 2 banking days of Seller and Buyer accepting final assay report, the Buyer will transfer full settlement minus agreed discount (8% over 1000kg’s per month) via MT103/TT with Clean and Clear Funds of Non-Criminal Origin.

**Payment of Commissions**: Buyer is responsible for any and all commissions to be paid. All commissions to be paid must be listed on a separate agreement

**8. CONTRACT TERM**

12 Month Contract with possible Rolls & Extensions

000Kgs per month

TERMS & CONDITIONS:

**IMPORTANT:** CIF CARGO DELIVERY TERMS the Seller agrees to provide Buyer COPIES of the following Export documentation and Flight Itinerary Confirmation 36hrs PRIOR to Shipping of Product from Port of Exit:

1. Four (4) Originals of Commercial Invoices in favour of the Consignee/Buyer: as per Sample DRAFT provided.
2. Certificate of Origin. (Original to be included with Gold Shipment when exported).
3. Certificate of Ownership.
4. Certificate of Export Tax Clearance
5. Declaration that the product is free and clear and of non-criminal origin, unencumbered and free of any liens, transferable and exportable.
6. Proof of Source (copy Export Permit/Mining License).
7. Full set Air Way bill marked “Air Freight Paid–Value Cargo”, made out to Consignee/Buyer.

**BUYER DETAILS FOR CONSIGNMENT**

Company:

Name:

Mobile:

Email:

**Important: For CIF Value Cargo the AWB and Commercial Invoice MUST**

**be correctly addressed or shipment may be rejected.**

For each shipment the Seller or their legally appointed representative will be present in XXXXXXXX to witness each Shipments customs clearance process, X-ray, document inspection and release to our Security and logistics representative for transporting direct to Buyers Refinery for weighting, smelting (if required) and assaying of Gold.

**(1st) Step**: Seller Issues fully completed, initialed and signed SPA with Copy of Seller Principal Passport, Transaction Code, Financing and Settlement Bank details plus copies of Certificate of Incorporation, Corporate Certificate of Existence.

**(2nd) Step:** Buyer responds direct to Seller within 24hrs with fully completed, initialed, signed and stamped SPA with Copy of Buyer Principal Passport, Transaction Code, (Financing and Settlement Banking can be provided at a later date), and to be returned to Seller in PDF File, plus **Buyer Certificate of Incorporation and Refinery Precious Metals License and Completed Patriot Act Compliance Form**

**(3rd) Step**

1. After this SPA is executed by both parties, the Buyer will instruct their Bank to issue a verifiable RWA (Ready, Willing and Able) Pre-Advice, via Swift MT799, stating that the bank, and the Buyer are both prepared to issue a 0000000 million USD/ EURO LC . Verbiage included in SPA
2. Once the Seller’s bank receives the RWA Pre Advice, Seller bank will Swift to Buyer Bank a confirmation that we can receive the LC and that it will be returned upon completion of the contract

c) Buyers bank will Swift the MT-798 LC AT SIGHT for a value of $00M USD. LC verbiage included in ADDENDUM

d) Upon receipt and confirmation of MT798 LC AT SIGHT, contract becomes operative

e) If Buyer can not comply with the above procedures this SPA will be null and, without any other notification, the Seller will be free to sell/dispose of the Raw Gold reserved for this transaction.

**(4th Step):** Within 15 banking days of Seller’s Bank receiving and confirming LC, the Seller will organize the export of 1ST Tranche (000KG shipment) Carriage and Insurance Paid “Value Cargo” (CIP) Gold Shipment from Port of Origin to Buyer’s designated Airport (**XXXX**) 36hrs prior to leaving Port of Exit with Shipment the Seller Principal will forward copy of all CIP Cargo Export Documentation as detailed above as well as copy of Seller’s or their Representative’s Flight Confirmation/Itinerary.

**(5th) Step:** Each shipment arrival CIP “Air Freight Paid - Value Cargo” into **XXXX** International Airport Consignee/Buyer OR their duly appointed security company logo G4S [www.g4s.ae](http://www.g4s.ae) or any other security company that Buyer prefers, will at earliest opportunity, make arrangements to clear the Gold through **XXX** Customs for Same Day transport direct to Buyer’s Refinery for same day Inspection/weighting and refining process ready for final Assay ready for settlement.

**(6th) Step:** Within 2 banking days of Seller and Buyer accepting final assay report, the Buyer will transfer full settlement minus agreed discount via MT103/TT with Clean and Clear Funds of Non-Criminal Origin, as per terms and conditions of this SPA direct to Seller’s designated bank account(s), as per Seller’s instructions, from Buyers Bank, simultaneously the Buyer takes Ownership and Title of Gold.

Seller is responsible for all Export and Shipping costs for each and every shipment CIP Cargo into XXXXXXXXX International Airport (**XXXX)** and Consignee/Buyer will be responsible for the rest of all costs in XXXXXXXXXX, from **XXX** International Airport Customs Clearance, Security, Logistics, Transport, and Refinery for same day process through to Final Assay report and Bank settlement as per terms and conditions of this SPA.

Upon satisfactory completion of each and every tranche, the Seller/Buyer shall commence next tranche shipment CIP Cargo 000kg’s, as per terms and conditions of this SPA.

Buyer and Seller can mutually agree to increase or decrease scheduled shipment amounts any time during the duration of this contract. Any additional amounts desired by the Buyer, must be backed by additional Bank Instruments

**NOTICES**

Any and all notices required to be given by one party to the other party to this Agreement shall be in writing and by posting the same by certified/recorded post at the address or addresses as stated herein and copied by facsimile or email, directly to the parties referenced herein.

**BUYER CONTACT DETAILS**

Company Name:

Address:

Country:

Email:

Contact Details:

Contact Tel

Mobile:

**BUYER FINANCIER DETAILS**

Company Name:

Address:

Email:

Contact Details:

Contact Tel

**SELLER CONTACT DETAILS**

Company Name: GG, USA LLC

Address:5353 West Dartmouth Av., , Wells Fargo Building, Denver, Colorado 80227.

Country: USA

Email: frXXXXXncl@aol.com

Contact Details: Jeff Cacace

Contact Tel: +516 369 XXXXXX

**SELLER FINANCIER DETAILS**

Company Name: To be Announce in an Addendum

Address:

Email:

Contact Details:

Contact Tel:

**BANK COORDINATES**

The payment in the form of a SWIFT Transfer from Buyer's Bank shall be sent to Seller and the Legal Representative’s as stated below:

**SELLERS SETTLEMENT BANK**

|  |  |
| --- | --- |
| BENEFICIARY ACCOUNT NAME AND ADDRESS | To be Announce in an Addendum |
| BANK NAME: |  |
| BANK ADDRESS: |  |
| ACCT. HOLDER NAME: |  |
| IBAN NUMBER: |  |
| BANK TEL / FAX: |  |
| BIC /SWIFT CODE: |  |
| BANK OFFICER: |  |
| REFERENCE CODE |  |

**BUYERS FINANCING BANK**

|  |  |
| --- | --- |
| BENEFICIARY ACCOUNT NAME AND ADDRESS |  |
| BANK NAME: |  |
| BANK ADDRESS: |  |
| ACCT. HOLDER NAME: |  |
| IBAN NUMBER: |  |
| BANK TEL / FAX: |  |
| BIC /SWIFT CODE: |  |
| BANK OFFICER: |  |
| REFERENCE CODE |  |

**BUYERS SETTLEMENT BANK**

|  |  |
| --- | --- |
| BENEFICIARY ACCOUNT NAME AND ADDRESS |  |
| BANK NAME: |  |
| BANK ADDRESS: |  |
| ACCT. HOLDER NAME: |  |
| IBAN NUMBER: |  |
| BANK TEL / FAX: |  |
| BIC /SWIFT CODE: |  |
| BANK OFFICER: |  |
| REFERENCE CODE |  |

**CLEAR TITLE**

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

**WARRANTIES**

The Duties in Country of Export is covered by the Seller.

Seller warrants that the Commodity can be lifted without restrictions anywhere in the world.

**NON PERFORMANCE AND/OR NON FULLFILMENT**

ANY PARTY THAT SUFFERS DAMAGES OR LOSS OF EARNINGS AS A RESULT OF THE OTHER PARTY’S BREACH OF A CONTRACT, NON PERFORMANCE OR LEGAL OBLIGATION, THE AFFECTED PARTY ARE ENTITLED TO CLAIM DAMAGES.

**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 Seven (7) Days or this Agreement shall be canceled without further notice.

This Agreement shall be governed by the Uniform Commercial Code and in accordance of Inco-terms® 2010 as interpreted by the Federal laws and courts under the interpretation of the International Chamber of Commerce (ICC).

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 legal action shall be in Denver, Colorado under the Laws of United States of America.

**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 Offences 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 fax and/or email direct to the parties concerned at the numbers contained within this Agreement.

A properly executed facsimile and/or electronic communication of this Document shall be the equivalent of an original signed Document, and shall be legally binding and enforceable under United States of America and International Law.

**ELECTRONIC SIGNATURES, DOCUMENTS and LAW**

It is understood and accepted that the use of Electronic Signatures in Documents shall be deemed valid and enforceable under United States of America and International Law. This Document shall, where applicable incorporate the following enacted laws and/or acts.

1) Electronic Signatures in Global and National Commerce Act (E-SIGN) (Public Law 106-229) elimination of legal barriers as it pertains to the use of electronic technology in business transactions, such as the formation and signing of contracts.

2) UNCITRAL Model Law on Electronic Signatures (2001) – Article 7 of the UNCITRAL Model Law on Electronic Commerce - when a certain criteria of technical reliability is established, electronic signatures shall be treated as equivalent to hand-written signatures.

3) ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 15 2009) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT). [United Nations commission for Europe]

4) With regard to the protection of individuals as it pertains to processing and movement of such data, Electronic Document Transmissions shall (where applicable) be subject to European Community Directive No. 95/46/EEC.  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

**FORCE MAJEURE**

The parties hereto shall not be held liable for any failure to perform under the "Force Majeure" Clause as regulated by the International Chamber of Commerce, USA, which Clauses are deemed to be incorporated herein.

**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.

**ETHICS: NON-CIRCUMVENTION and NON-DISCLOSURE**

Both Buyer and Seller acknowledge that the harm to the other party would be substantial and therefore the Seller and Buyer agree to abide by the Customary International Rules of Non-Circumvention and Non-Disclosure as established by the International Chamber of Commerce in USA 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, Refiners, and Representatives of Buyer dealing with Customs, Brokers or Seller's Mandate. The understanding and accord of this subparagraph shall survive the termination of this Agreement.

All Intermediaries involved who have strived in gathering efforts to conclude the positive closure of this Contract are and shall be protected by a Fee Protection Agreement duly signed and sealed as integral part of this Contract.

**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.

**SIGNATORIES EXECUTION OF THIS AGREEMENT**

Each of the parties hereto confirms, with full legal responsibility, 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 or Electronic 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.

**By SIGNING BELOW** Both principal parties as detailed herein fully understand their Legal and Corporate responsibilities under the agreed terms and conditions of this SPA Contract.

**SIGNATURES AND SEALS:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **As The SELLER** | | | **As The BUYER** | | |
| **Company:** | Green to Gold USA, LLC | | **Company:** |  | |
| **Address:** | 5353 West Dartmouth Av., Suite 303,  Wells Fargo Building  Denver, Colorado 80227. | | **Address:** |  | |
| **Country:** | USA | | **Country:** |  | |
| **Tel:** | + 516 369 4026 | | **Tel:** |  | |
| **Email:** | jeff.cacace@green2gold,net | | **Email:** |  | |
| **Authorized Signatory Seal & Signature:** | | | **Authorized Signatory Seal & Signature:** | | |
| **Name:** | | **Passport:** | **Name:** | | **Passport:** |

**Addendums to this SPA Contract.**

**ADDENDUM A**

**ACCEPTABLE LC INSTRUMENT VERBIAGE**

TO

BANK NAME:

BANK ADDRESS:

BANK TEL:

BANK FAX:

BENK OFFICER NAME:

SWIFT CODE:

ACCOUNT NAME:

ACCOUNT NO:

MT799 NARRATIVE:

// WE, ------------------- ., LOCATED AT --------------- , REPRESENTED BY THE UNDERSIGNED OFFICERS, HEREBY CONFIRM WITH FULL BANK RESPONSIBILITY AND LIABILITY ON BEHALF OF OUR CLIENT XXXXX PAYMENT WITH ACCOUNT NUMBER XXXX THAT WE ARE READY, WILLIING AND ABLE TO ISSUE AN IRREVOCABLE LETTER OF CREDIT AMOUNTING TO EUR XXXX TO YOUR ACCOUNT HOLDER AT YOUR BANK AS REQUESTED OF OUR CLIENT FOR THEIR PROJECT INVESTMENT.

//THE SAID FUNDS ARE CLEAR CLEAN AND OF NON-CRIMINAL ORIGIN AND FROM LEGAL SOURCE, FREE OF ANY LIENS, PLEDGES OF ENCUMBRANCES OF ANY KIND. MAY BE FURTHER VERIFIED ON A BANK TO BANK BASIS.

//PLEASE CONFIRM YOU ARE READY TO RECEIVE AND FUND THIS BANK INSTRUMENT WITH GOOD, CLEAN AND CLEARED AND NON-CRIMINAL ORIGIN FUNDS. THIS IS FULLY OPERATIVE INSTRUMENT.

// FOR BEHALF OF XXXX

BANK OFFICER’S NAME                                                         BANK OFFICER’S NAME

**Certificate of Incorporation Green to Gold USA, LLC**

**ADDENDUM B**

**Certificate of Incorporation XXXXXXXXXX**

**ADDENDUM C**

**Seller’s Passport Green to Gold USA, LLC Principal**

**ADDENDUM E**

**Buyer’s Passport XXXXXXXXXXXXX Principal**

**OTHER ADDEMDUMS**

**ADDENDUM (f) Patriot Act Compliance Form**

**ADDENDUM (g) Seller’s Bank Information**

**ADDENDUM {H}**

**(LC Receiving Bank Coordinates and Bank Coordinates for Payments)**