



## FCO – FULL CORPORATE OFFER

**RUSSIAN GOLD – BULLION Jan 24, 2021**

**FROM: NOVONICMETALS LTD.**

We as seller's under the penalty of perjury, with full legal and corporate responsibility, I do hereby issue firm offer to certify and confirm that we are ready and able to perform the goods herein offered under the started terms and conditions as follows through our co-operative.

### A.TERMS AND CONDITIONS:

#### 1. Commodity Specifications

- a) Commodity: Gold Bullion
- b) Form: 12.5kgs bars
- c) Purity: 99.99% commodity key terms
- d) Hallmark and Origin: Russia
- e) Years: Over than 5 years
- f) Packing: packed export package boxes (Maximum 25kgs each box)

#### 2. Location: ROLLFORD BONDED WAREHOUSE

**3. Quantity:** 3,000MT (First Tranche is for 10MT~)

**4. Contract:** One year contract, Extendable

**5. Delivery:** Consignment to be delivered by the seller, from the country specified by the buyer.



## **6. Sale & Purchase Price: LBMA**

**a) Gross discount:** 19%

**b) Net Buyer:** 15%

**C) Commission:** 4% (in the following ways)

**d) Seller side:** 2% (closed)

**e) Buyer side:** 2% (open)

**Russian official team: 0.5% (CLOSED)**

**Thai team :0.25%(CLOSED)**

**Japanese team :0.25%(CLOSED)**

## **7. Price & Payment Terms:**

The agreed purchase price is the quoted in USD or Euro on to the previous day of transaction as set by the London Gold Market Fixing Ltd for Gold Bullion (AU), and displayed by "LBMA". In the event that the LBMA is not operating on that scheduled day, the price calculation shall be used based on the second LBMA fixing of the next market opening day.

## **8. Payment:**

**8.1** The buyer shall pay to the seller an amount equal to (85%) Eighty-Five percent of LBMA price, of the contract value to the Seller's Bank by Swift MT103.

### **8.2 TRANSACTION PAYMENT:**

Once the goods are delivered by the seller to the buyer designated country, based on the assay report from the designated country refinery & final invoice issued, the payment will be made in full by bank swift transfer.

As a guarantee of payment, Buyer will issue RWA (Ready, Willing and Able) via SWIFT MT799 to confirm the Funds followed by a Non- transferrable and Non-assignable Blocked Funds via SWIFT MT760 to the Seller for the face value of the lift amount prior to the Seller releasing the product for delivery to the refinery for a new, final assay.

Payment is made to the Seller via SWIFT MT103.

### **8.3 DELIVERY TERMS:**

CIF delivery to buyer's designated country by the seller (Rollford) in 3 to 10 business days time, depends on, if its by Airfreight or Ship, one the payment is fully confirmed by seller.



#### 8.4 TITLE OF GOODS:

Title of goods will be transferred from the seller to the buyer after the completion of the payment of goods in designated country.

### B. DELIVERY DOCUMENTATION

- 1) SKR (Safe Keeping Receipt)
- 2) All other documents agreement to the Product.

### C. TRANSACTION, SALE, PROCEDURES

1. The seller issues an FCO to the buyer.
2. The buyer issues an FCO sign back and LOI (including a passport copy and Tear sheet for at least 10.MT) to the seller.
3. Seller issue SPA and Buyer fills and signs the SPA.
4. Seller signs and returns SPA to Buyer.
5. Buyer and Seller to lodge signed SPA to respective banks.
6. Within 3 banking days, buyer shall provide a bank statement or BCL and RWA letter for seller to verify via Swift. Such arrangement to be made when Seller bank officer initiates to call buyer bank officer.
7. Buyer bank officer and Seller bank officer communicate to confirm POF and POP of the 10MT.
8. Buyer bank officer arrange a MT799 block fund for 10MT. (for 15 banking days)  
Buyer and Seller bank shall both to issue 2% performance bond on 20% face value of block fund amount.
9. Within 3 banking days after blocking fund, Buyer shall inspect the 10MT. Inspection shall be conducted buyer's assayers at buyer's expenses. After assaying, buyer and seller will sign commodity acceptance. Within 24 hours, Seller's and Buyer's bank officers shall jointly calculate the payment. The 10MT shall be packed and ready for delivery.
10. Seller shall transfer to the new beneficiary the SKR to buyer's name and to deliver the TRUE ORIGINAL SKR and all relevant documents of the tranche to buyer. Then, buyer to instruct full fund release to Seller's bank account, also to pay as per IMFPA.
11. Subsequent tranches shall be done in the same way as above mentioned.

**NOTE:** At step 5, when the buyer and seller lodge the signed SPA to the banks, the seller bank officer and buyer bank officer will handle and guide to process the whole transaction.



## D. BANK INFORMATION

### SELLER'S BANK DETAILS (Receipt of Payment)

**Bank Name:** SCOTIA BANK

**Bank Address:** Avenida Sor Juana Ines De La Cruz #114, Colo Tlalnepantla Centro  
Tlalnepantla De Baz Estado de Mexico CP: 54000.

**Account Address:** Jesus Reyes Heroles #331 er piso Col. San Rafael, Tlalnepantla Edo De  
Mexico CP: 54120

**Account Name:** Novonicmetals Limited

**Account No:** 044180001050904552

**SWIFT Code:** MBCOMXMM

## E. NON-CIRCUMVENT & NON-DISCLOSURE:

Seller and Buyer accept and agree to the provisions of the International Chamber of Commerce, Paris, France, for non-circumvent and non-disclosure, with regards, to all participants and everyone of the third party nature with full reciprocation for a period of one (1) year (extendable) from the date of the delivery.



## DIRECTOR SELLER COMPANY INFORMATION

Seller's Passport Copy



Seller's Passport: 65 10993448

SELLER: SIGNATURES



NOVONICMETAL LTD.

SALE DIRECTOR

Mr. Vasilchenko Andrey Leonidovich

**Address:** 403901, Volgograd Region Novonikolayevsky District, Novonikolaevsku Town Proezhaja Street 1A, Russia Federation.

DEC 8, 2020



## **BUYER'S COMPANY AND BANK INFORMATION**

Buyer company NAME:

Buyer company ADDRESS:

SIGNATORY NAME:

PASSPORT No:

PLACE OF ISSUE

(COUNTRY):

PASSPORT OF ISSUE DATE:

PASSPORT EXPIRY DATE:

BANK NAME:

BANK ADDRESS:

SWIFT CODE/SWIFT

ACCOUNT NUMBER:

ACCOUNT NAME:

BANK OFFICER NAME:

BANK OFFICER TEL:



**BUYER'S PASSPORT COPY**

**END OF DOCUMENT**