

T.B.C.

**Date:** Thursday, 08 October 2020

**Transaction Code:** T.B.C

**To:** Buyer

**Buyers Code:**

**CC:** Mr. xxx xxx

**Sellers Code:**

## Re: Conditional Offer for Off Market Private Sale

Dear Sir or Madam,

I, Mr. xxxxxxxxxxxxxxxxxxxxxxxxxxxx, the Seller's authorized Mandatory (*letter available upon request*), do hereby irrevocably confirm and warrant, with full legal responsibility and authority under penalty of perjury and fraud, that the legal Owner/Seller of the offered Hallmarked Gold Bars, is ready, willing and able to sell, grant title and deliver the Gold described, under the terms, conditions and procedures set forth below:

- 1. Product Description:** Gold in the form of 1Kg (One Kilogram) bars, Purity – 99.95% or higher. Internationally Hallmarked within 5 years.
- 2. Quantity:** Total 50MT (Fifty Metric Tons) – with Rolls and Extensions
- 3. Discount Available:** Gross: 10% (Ten Percent) / Net: 8% (Eight Percent)
- 4. Seller's Depository:** To be confirmed
- 5. Initial Tranche Price:** The agreed sale/purchase price is the quoted price in US Dollars on the date of receiving of complete documents as set by the London Bullion Market Association (LBMA) – Second fixing (PM) for gold bullion (Gold).
- 6. Professional Charge (Intermediary):** 0.75% (Zero Point Seven Five Percent) to the Buyer's Paymaster.  
0.75% (Zero Point Seven Five Percent) to the Seller's Paymaster.  
0.50% (Zero Point Five Percent) to the Paymaster for both sides Consultants and Facilitators.
- 7. Payment:** Bank transfer from Buyer's Account to Seller's Account via Swift system or Bank to bank/ledger to ledger would be preferable
- 8. Delivery:** F.O.B Kingdom of Thailand
- 9. Packaging:** X00kg (XXXX Hundred Kilogram) per XXXXX
- 10. Initial Tranche:** 4.8Mt (Four point Eight Metric Tons)
- 11. Subsequent Tranches:** As agreed between Buyer and Seller
- 12. Subsequent Tranche Price:** The agreed sale/purchase price is the quoted price in US Dollars on the date of receiving of complete documents as set by the London Bullion Market Association (LBMA) – Second fixing (PM) for gold bullion.  
  
The Seller will provide the following documents:
  - Certificate(s) of Origin
  - Certificate of Purity
  - Certificate of Legal Ownership
  - Certificate of International Assay Report (under 5 years old)
  - Warehouse Safekeeping Receipt. (WSKR)
  - Customs Clearance
  - Commercial Invoice (4 originals)
  - Full Export Documents
  - Packing List
  - Insurance Certificate
  - Tax clearance and Sellers Certificate stating that the Metal is free from liens, encumbrances and is freely tradable, exportable and of non-criminal origin.
- 13. Documents:**

Initials of Seller Representative

Initials of Buyers Representative

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### Procedures:

#### The entire transaction is to be completed on a bank to bank basis

1. Seller's mandatory issues the conditional offer to the buyer.
  - 1.1. Buyer confirms via e-mail of acceptance or any areas that require discussion regarding these procedures.
2. Buyer returns signed and notarised copies of the below documents by post, e-mail or in person:
  - 2.1. This Conditional Offer document,
  - 2.2. Letter of Intent (LOI)
  - 2.3. Customer Information Sheet (CIS) with colour copy of passport of the actual buyer or their documented /authorised mandatory,
  - 2.4. Proof of Funds (POF) verifying buyer is capable of buying the total quantity is to completed on a Bank Officer to Bank Officer (BO to BO) basis or by SWIFT mt799,
3. Upon receiving the documents stipulated in section two (2), the seller shall verify the buyers purchasing capability through the seller's bank officer.
4. After successful completion of due diligence and purchase capability verification, the buyer shall be formally invited to have a table top meeting (TTM) in the facilitating bank in Bangkok, Thailand with the seller and/or seller's mandatory.
5. After successful TTM, the Gold can be verified in the seller's secured warehouse by buyer's assayer and inspectors
  - 5.1. Buyer's assayer and inspectors shall provide colour copies of their passports to the Seller before verification and inspection.
  - 5.2. The buyer may choose to have the Gold verified by an accepted International Assayer in Thailand (without drilling or re-melting) at Buyer's account.
6. After product verification is satisfied, the sale and purchase contract (SPC) shall be signed by both parties and the seller shall notify the buyer of where the Gold is to be delivered to within the Kingdom of Thailand and the lifting schedules.
7. The SPC is to be lodged with the buyer's and seller's bank for the respective bank officers to complete the entire transaction.
8. Consulting, facilitating and/or management fees will be paid upon closure of each tranche to the parties stipulated in the contract, in the amounts shown.

### Confidentiality, Non-Circumvention and Non-Disclosure

All parties, including the Buyer/Buyer's mandatory, the Seller/Seller's mandatory and any and all Representatives, Consultants, and Intermediaries involved in this transaction, agree to act in complete confidentiality and shall not disclose the Agreement to any other third party except on a Need to Know basis and shall observe strictly the rules of the International Chamber of Commerce (ICC), Paris, France, Latest Edition, relating to Non-circumvention and Non-disclosure. This will be valid for 5 years.

### Warranty:

The Seller warrants and guarantees that the product and the quantity herein specified exists at the Seller's depository and that the Seller has the legal authority to supply, sell and legally export the product from the current governing authority to the place of delivery herein specified.

The seller and the seller's facilitating bank shall assist the buyer to export the Gold metal out of the Kingdom of Thailand.

### Insurance

Gold insurance is the sole responsibility of the buyer after the transfer of ownership of Gold. As the sellers Gold insurance will become invalid upon ownership transfer.

### Validity:

This Conditional Offer is valid for 10 (ten) International Banking days from the date stated on this document.

**Initials of Seller Representative**

**Initials of Buyers Representative**

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In witness whereof, I the Seller/authorised Mandatory, have executed this instrument with the full understanding that this instrument constitutes a lawfully binding private offer to sell the Gold bars, in accordance with transaction procedures as described and specified herein:

**Seller's Mandatory**

**Name and Family Name:**

**Passport or ID Number:**

**Country of Citizenship:** Kingdom of Thailand

**Signature:**

**Date:** Thursday, 08 October 2020

**Buyer/Buyer's Mandatory**

**Name and Family Name:**

**Passport or ID Number:**

**Country of Citizenship:**

**Signature:**

**Date:** Thursday, 08 October 2020

**Notes:**

- For known and proven institutional buyers the TTM in Bangkok is not obligatory and the transaction will be solely completed by the respective bank officers of the buyer and seller.
- By the buyer/buyer's mandatory signing this document it is confirmed that the buyer has fully accepted this conditional offer
- Attached is a Copy of Mandatory's ID and Power of Attorney (*If Applicable*)