**DESCRIPTION OF COMMODITY**

|  |  |
| --- | --- |
| **PRODUCT DESCRIPTION**  | **Gold AU Bullion Bars** |
| **FINENESS/ PURITY** | **99.95 % or Better** |
| **HALLMARK** | **International Accepted Bullion Bars**  |
| **SIZE** | **12.5kg bars**  |
| **AGE** | **Less than 5 Years**  |
| **MINIMUM CONTRACT QUANTITY** | **200 Metric Ton (With Rolls and Extension as agreed between Buyer and Seller)** |
| **MINIMUM LIFT PER TRANCHE** | **5 Metric Ton within 3 working days**  |
| **PRICE** | **2nd Fixing LBMA** |
| **DELIVERY**  | **From SELLER’s LBMA Registered Secure Warehouse to BUYER’s nominated Warehouse or LBMA Registered Refinery within HONG KONG**  |
| **CONTRACT DURATION**  | **As Listed in Lifting Schedule**  |
| **TRANSACTION CURRENCY**  | **EURO €** |
| **TRANSACTION**  | **Bank to Bank** |
| **PREFERRED PAYMENT**  | **Ledger to Ledger / MT103 / TT**  |
| **CONSULTANCY FEE** | **Seller Side 1.5% (Closed)****Buyer Side 1.5% Open-start with Vincent** |
| **PAYMENT DURATION** | **After Assay Report issued by LBMA Registered Refinery OR Other Method acceptable by the Seller** |
| **QUANTITY & DISCOUNT** |
| **QUANTITY (MT)** | **GROSS Discount (%)** | **NET Discount (%)** | **BUYER Side Commission (%)** | **SELLER Side Commission (%) Closed** |
| **200MT |500MT |1000MT****(SKR Under 3 Years Old)** | **12%** | **9%** | **1.5%** | **1.5%** |

* THIS IS A **PRIVATE DEAL – NO UPFRONT MONEY REQUIRED FOR THE TRANSACTION !**
* THIS IS OUTSIDE THE **GOOD LONDON DELIVERY (“GLD”) SYSTEM**
* **NO SWISS PROCEDURES**
* **NO POP BEFORE POF** CONSIDERED
* **NO TTM MEETING BETWEEN BUYER AND SELLER ENTERTAINED OR CONSIDERED**

**TRANSACTION PROCEDURE:**

* Buyer sign, cop, initial every page and return Term Data Sheet to Seller
* Seller will issue official SPA to Buyer
* Buyer to fill-up all information, sign, cop, initial every page and return SPA to Seller
* Then Seller will fill-up all information, sign, cop, initial every page and return SPA to Buyer
* After both parties’ sign the SPA – Buyer to issue **Bank Confirmation Letter (BCL)** with **Sellers Code, Transaction Code and Buyers Code** confirming Buyers Bank account holding credit facility to purchase the contract value AU Bullion **OR**
* After both parties’ sign the SPA – Buyer to issue MT199 with Seller Code, Transaction Code and Buyers Code confirming Buyer’s Bank account holding credit facility to purchase the contract value AU Bullion **OR**

**PERFORMANCE BOND**  - The **SELLER** and **BUYER** will each place a special **USD 200,000,000** *(Two Hundred Million)* penalty **Performance Bond** to be held by (valid statutory body) in reverse version in a form of **Bank Guarantee (BG)/Escrow/Bank Draft** with exception of accepted Force Majeure as listed in the SPA. In the event that the BUYER or SELLER fails to perform any part of the procedure as outlined in the SPA, the offended party shall exercise his legal action to charge a **USD 200,000,000** *(Two Hundred Million)* penalty against the non- performance to be paid immediately to the offended party without recourse and objections hence the transaction is considered null andvoid

* **POF** and **POP** verification between Buyer Bank Officer (BBO) and Seller Bank Officer (SBO)communication only
* After **POF** and **POP** verification completed, Buyer bank officer to issue payment guarantee by revolving **BG/LC/MT 799** for value of **minimum 5 MT** or larger depending on the lifting quantity
* **Delivery** - Seller will deliver the AU bars to Buyers Warehouse or LBMA registered refinery within **Hong Kong**
* Assaying / Smelting at Buyers cost
* Payment after issue of Assay report and Title transfer
* Price benchmark : LBMA 2nd fixing previous day
* Payment method – **MT103 / TT** (Payment for 5MT must be settled within 3 working days from the first delivery date)
* Country of transaction settlement - Hong Kong
* Seller will provide all documents for export and assistance if required
* Seller disburses both sides intermediaries’ commission. Seller side CLOSED
* **NCNDA** required to be sign by both parties – *As enclosed below*
* **IMFPA** will included in the SPA
* **To proceed further, please sign the term sheet that you have understood the transaction procedure and return it to Mandate for copy OF OFFICIAL SPA**

**Buyer Side Acknowledgement**

|  |  |
| --- | --- |
| **Buyer Name** |  |
| **Position** |  |
| **Company Name**  |  |
| **Address** |  |
| **Phone No** |  |
| **Email**  |  |
| **Signature & Company Stamp** |  |

 

**International Chamber of Commerce**

***The world business organization***

**International Chamber of Commerce Federal Bureau of Investigation INTERPOL IP Crime Unit INTERPOL General Secretariat**

**38 Cours Albert 1er 75008 Paris, France J. Edgar Hoover Building 200, quai Charles de Gaulle, 69006 Lyon, France**

**Tel +33 1 49 53 2828 W Washington, D.C. 20535-0001 Fax: +33 (0) 4 72 44 72 21 Website:** [www.INTERPOL.int](http://www.interpol.int/)

 **935 Pennsylvania Avenue**

Investigations@fbi.gov

<http://www.fbi.gov/majcases/fraud/fraudschemes.htm>

 **Fax: +33 (0) 4 72 44 72 21 Website:** [www.INTERPOL.int](http://www.interpol.int/)

**NON-DISCLOSURE, NON-CIRCUMVENTION & WORKING AGREEMENT**

**(I.C.C. 400/500/600)**

**NON-CIRCUMVENTION, NON-DISCLOSURE**

**AND CONFIDENTIALITY AGREEMENT**

**THIS AGREEMENT IS MADE EFFECTIVE ON 6th November 2020**

Whereas, the undersigned parties are mutually desirous of doing business with respect to the arranging, selling and buying and in cooperation with one another and with third parties for their mutual benefit. The documents which are going to follow this agreement like letters of intent, full corporate offers, bank comfort letters, contract terms and conditions, banking details or pre-advised payment instruments and/or any information contained in such documents will not be passed, under any circumstance, into another intermediary or broker or trader or whatever company or private persons who are not ***related to this transaction or leading to*** end buyers or end suppliers without prior specific written consent of the party(s) providing such information.

This agreement is made and entered into on this date, shall obligate the undersigned parties and their partners, associates, employers, employees, affiliates, subsidiaries, parent companies, any nominees, representatives, successors, clients and assigns hereinafter referred to as ***“*The Parties*”*** jointly severally, mutually and reciprocally for the terms and conditions expressly state and agree to below, and that this agreement may be referenced from time to time in any document(s), or written agreements, the terms and conditions of this agreement shall apply to any exchange of information written or oral involving financial information, personal or corporate names, contracts initiate by or involving the parties and any addition, renewal, extension, rollover amendment,

renegotiations or new agreement hereinafter referred to as ***“*The Transaction*”*** (Project/Transaction) or other business like:

And any other projects as agreed between the parties.

**NOW, THEREFORE IT IS AGREED**

**AGREEMENT NOT TO DEAL WITHOUT CONSENT**

The intending parties hereby legally, and irrevocably bind themselves into guarantee to each other that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate each others interest or the interest or relationship between ***“*The Parties*”*** with procedures, seller, buyers, brokers, dealers, distributors, refiners, shippers, financial instructions, technology owners or manufacturers, to change, increase or avoid directly or indirectly payments of established or to be established fees, commissions, or continuance of pre-established relationship or intervene in un-contracted relationships with manufacturers or technology owners with intermediaries entrepreneurs, legal council or initiate buy/sell relationship or transactional relationship that by-passes one of ***“*The Parties*”*** to one another in connection with any ongoing and future transaction or project.

**AGREEMENT NOT TO DISCLOSE**

“T**he Parties*”*** irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly to a third party, ***who are not related to this transaction or leading to end buyers or end suppliers***, any confidential information provided by one party to the other or otherwise acquired, particularly contract terms, product information or manufacturing processes, prices, fees, financial agreement, schedules and information concerning the identity of the sellers, producers, buyers, lenders, borrowers, brokers, distributors, refiners, manufacturers, technology owners, or their representative and specifically individuals names, addresses, principals, or telex/fax/telephone numbers, references product or technology information and/or other information advised by one party(s) to be one another as being confidential or privileged without prior specific written consent of the party(s) providing such information.

**AGREEMENT TO HONOR COMMISSIONS**

Commissions, fees, compensation or remuneration to be paid as part of transaction covering ***“*The Parties*”*** to this agreement, shall be agreed upon by separate written agreement by ***“*The Parties*”*** concerned and shall be paid at the time such contract designated, concluded or monies changing hands between buyers and sellers, unless otherwise agreed among ***“*The Parties*”***.

“**The Parties**” hereby irrevocably and unconditionally agree and guarantee to honor and respect all such fees and remuneration, arrangements made as part of a commission transaction even in the event that ***“*The Parties*”*** are not an integral member to a specific commission and fee, remuneration agreement.

**The Seller, who will sign this NCNDA, will pay agreed commission as per NCNDA/IMFPA.**

**AGREEMENT TO INFORM**

In specific deals where one of ***“*The Parties*”*** acting as an agent allows the buyers or buyer’s mandate, and the seller to deal directly with one another, the agent shall be informed of the development of the transactions by receiving copies of the correspondence made between the buyer or buyer’s mandate and the seller.

**TERM**

This agreement shall be valid for the specific item detailed commencing from the date of this agreement.

This agreement shall apply to: **5 Year**

**ARBITRATION**

All disputes arising out of or in connection with the present contract shall be finally settled under the rules of arbitration of the “**International Chamber of Commerce (ICC)**” by one or more ***“*Arbitrators*”*** appointed in accordance with the said rules.

Every award shall be binding on ***“*The Parties*”*** and enforceable at law.

By submitting the dispute to arbitration under these rules, ***“*The Parties*”*** undertake to carry out any award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.

Each of ***“*The Parties*”*** subject to the declared breach shall be responsible for their own legal expenses until an award is given or settlement is reached, provided however, ***“*That Party*”*** found in default by ***“*The Arbitrator(s)*”*** shall compensate in full the aggrieved party its heirs, assignees and/or designs for the total remuneration received as a result of business conducted with ***“*The Parties*”*** covered by this agreement, plus all its arbitration costs, legal expenses and other charges and damages deemed fair by ***“*The Arbitrator(s)*”*** for bank, lending institutions, corporations, organizations, individuals, lenders, or borrowers, buyers or sellers that were introduced by the named party, notwithstanding any other provisions of the award.

**FORCE MAJEURE**

A party shall not be considered or adjudged to be in violation of this agreement when the violation is due to circumstances beyond its control, including but not limited to act of God, civil disturbances and theft or appropriation of the privileged information or contract(s) without the intervention or assistance of one or more of “The Parties”.

In case of violation of the previous articles, either directly or not the party which suffered a loss will receive a sum of money as a compensation. The amount will be the same as it should have been if the party has not been circumvented. Moreover, the party will be given an exclusive payment of half of the above indicated compensation. The parties will have to settle amicable any controversies, disputes which could bring them into conflicts. Things that are not mentioned in the present agreement will be governed by the laws of the EU jurisprudence or for lack of the customs of the International Chamber of Commerce of PARIS. In case there should be contestation about interpretation, the execution or not the present agreement. The parties declare taking up residence within the jurisdiction of the civil court on GENEVA.

**ENTITIES OWNED OR CONTROLLED**

This agreement shall be binding upon all entities owned or controlled by a party and upon the principal(s), employee(s), assignee(s), family, and heirs of each party.

Neither party shall have the right to assign this agreement without the express written consent of the other.

**AGREEMENT NOT TO CIRCUMVENT**

“T**he Parties*”*** agree not to circumvent or attempt to circumvent this agreement in an effort to gain fees, commissions, remunerations or considerations to the benefit of the one or more of ***“*The parties*”*** while excluding other or agree to benefit to any other party.

**NOT PARTNERSHIP AGREEMENT**

This agreement in no way shall be construed as being an agreement of partnership and none of ***“*The Parties*”*** shall have any claim against any separate dealing, venture or assets of any other party or shall any party be liable for any other.

**TRANSMISSION OF THIS AGREEMENT**

The transmission of this agreement through Yahoo Messenger, MSN Messenger, WhatsApp, WeChat, Line or any similar programs, e fax or e-mail shall be legal and binding.

**AGREED AND ATTESTED**

Each representative signs below guarantees that he/she is duly empowered by his/her respectively named company to enter into and be bound by the commitments and obligations contained herein either as individual, corporate body or on behalf of a corporate body.

**This agreement supersedes any prior agreement between the parties.**

# **Electronic signature is valid and accepted as hand signature** #

**EDT ( Electronic document transmissions )**

**EDT** (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract.  As applicable, this agreement shall be:-

1. Incorporate **U.S. Public Law 106-229**, ‘‘Electronic Signatures in Global and National Commerce Act’’ or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001) and

2. ELECTRONIC COMMERCE AGREEMENT (**ECE/TRADE/257, Geneva**, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).

3. EDT documents shall be subject to **European Community Directive No.95/46/EEC**, as applicable.  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.

**ACCEPTED AND AGREED WITHOUT CHANGE FOR NETWORK**

**Product – AU Metals - 200mt, 500mt, 1000mt – Hong Kong**

**SELLER SIDE MANDATE**

 **1st PARTY:**

COMPANY NAME:

REPRESENTATIVE NAME:

REGISTERED ADDRESS:

PASSPORT NO.

NATIONALITY:

MOBILE:

E-MAIL:

………....................................................

SIGNED ON BEHALF OF THE 1st PARTY

**2nd PARTY:**

COMPANY NAME:

REPRESENTATIVE NAME:

REGISTERED ADDRESS:

PASSPORT NO.

NATIONALITY:

MOBILE:

E-MAIL:

………....................................................

SIGNED ON BEHALF OF THE 2nd PARTY

**SELLER SIDE INTERMEDIARIES**

**1st PARTY:**

COMPANY NAME:

REPRESENTATIVE NAME:

REGISTERED ADDRESS:

PASSPORT NO.

NATIONALITY:

MOBILE:

E-MAIL**:**

………....................................................

SIGNED ON BEHALF OF THE 1st PARTY

**2nd PARTY:**

COMPANY NAME:

REPRESENTATIVE NAME:

REGISTERED ADDRESS:

PASSPORT NO.

NATIONALITY:

MOBILE:

E-MAIL:

………....................................................

SIGNED ON BEHALF OF THE 2nd PARTY

**3rd PARTY:**

COMPANY NAME:

REPRESENTATIVE NAME:

REGISTERED ADDRESS:

PASSPORT NO.

NATIONALITY:

MOBILE:

E-MAIL:

………....................................................

SIGNED ON BEHALF OF THE 3rd PARTY

BUYER SIDE MANDATE

**1st PARTY:**

COMPANY NAME:

REPRESENTATIVE NAME:

REGISTERED ADDRESS:

PASSPORT NO.

NATIONALITY:

MOBILE:

E-MAIL:

………....................................................

SIGNED ON BEHALF OF THE 1st PARTY

BUYER SIDE INTERMEDIARIES

**1st PARTY:**

COMPANY NAME:

REPRESENTATIVE NAME:

REGISTERED ADDRESS:

PASSPORT NO.

NATIONALITY:

MOBILE:

E-MAIL:

………....................................................

SIGNED ON BEHALF OF THE 1st PARTY

**2nd PARTY:**

COMPANY NAME:

REPRESENTATIVE NAME:

REGISTERED ADDRESS:

PASSPORT NO.

NATIONALITY:

MOBILE:

E-MAIL:

………....................................................

SIGNED ON BEHALF OF THE 2nd PARTY

**3rd PARTY:**

COMPANY NAME:

REPRESENTATIVE NAME:

REGISTERED ADDRESS:

PASSPORT NO.

NATIONALITY:

MOBILE:

E-MAIL:

………....................................................

SIGNED ON BEHALF OF THE 3rd PARTY

CONSULTANT SIDE BENEFICIARIES

**1ST PARTY:**

COMPANY NAME:

REPRESENTATIVE NAME:

REGISTERED ADDRESS:

PASSPORT NO.

NATIONALITY:

MOBILE:

E-MAIL:

………....................................................

SIGNED ON BEHALF OF THE 1st PARTY

**2nd PARTY:**

COMPANY NAME:

REPRESENTATIVE NAME:

REGISTERED ADDRESS:

PASSPORT NO.

NATIONALITY:

MOBILE:

E-MAIL:

………....................................................

SIGNED ON BEHALF OF THE 2nd PARTY

**3rd PARTY:**

COMPANY NAME:

REPRESENTATIVE NAME:

REGISTERED ADDRESS:

PASSPORT NO.

NATIONALITY:

MOBILE:

E-MAIL:

………....................................................

SIGNED ON BEHALF OF THE 3rd PARTY