

GOLD SALE AND PURCHASE AGREEMENT

Transaction Code:

KNOW ALL MEN BY THESE PRESENTS:

This **SALE AND PURCHASE AGREEMENT** is made, executed, and entered into this day ofby and between:

..... Corporation/individual with domicile at, represented herein by it's hereinafter referred to as the **(SELLER) FIRST PARTY;**

- And -

An entity duly organized with domicile....., represented herein by..... hereinafter referred to as the **(BUYER) SECOND PARTY.**

- WITNESSETH -

WHEREAS, the (SELLER) FIRST PARTY, with full legal corporate responsibility and under penalty of perjury, does hereby asserts and warrants that he has in his possession and control Physical Documented Gold (AU) Metal in bar form of kilogram only per bar available for sale and hereby declares that First party is ready, willing and able to sell the herein mentioned Physical Documented Gold (AU) Metal to be paid US Dollars Currency.

WHEREAS, the (BUYER) SECOND PARTY, with full legal corporate responsibility and under penalty of perjury, does hereby asserts and warrants that he has funds to purchase denominated in US Dollars which are good, clean and clear, of non-criminal origin.

NOW THEREFORE, for and in consideration of the foregoing premises, the **FIRST PARTY** has commodity for sale and the **SECOND PARTY** has funds to purchase Physical Documented Gold (AU) Metal hereto agree, bind together, and covenant under this **SALE AND PURCHASE AGREEMENT** the following Procedures, Terms, and Conditions and the parties hereby mutually accept to refer to the General Terms And Definitions as set out by the **INCOTERMS EDITION 1990** with latest amendments having the following Terminologies fully understood and accepted to wit:

The first edition known as **INCOTERMS** (International Commercial Terms) published in 1936. The **INCOTERMS** rules were amended in 1953, [4] 1967, 1976, 1980, 1990, 2000, and 2010, with the ninth version — **INCOTERMS 2020** [5] — having been published on September 10, 2019.

CLAUSE

I. DEFINITIONS:

1.1 Metric Tons:

A measure of weight equivalent to one thousand kilograms mass.

1.2 Kilogram:

A Measure of weight equivalent to one thousand (1,000) grams.

1.3 Bar/Ingot:

Unit of Physical piece of Gold (AU) Metal having assorted weights and size.

1.4 Purity:

Gold (AU) Metal with accepted International Standard Specific Gravity of 19.32 and Atomic Weight of 196.967 equivalents to 999.99 purity or 24 Gold content.

1.5 Hallmark:

Seal issued by the duly Licensed International Assayer Company Commodity: Referred to as being the Physical Documented Gold (AU) Metal, elsewhere in this Agreement, also referred to as anyone or more of these terms which specifications detailed herein on special clause.

1.6 Commodity:

Referred to as being the Physical Documented Gold (AU) Metal, elsewhere in this Agreement, also referred to as anyone or more of these terms which specifications detailed herein on special clause

1.7 Discount:

Percentage of reduction granted by the Seller on the sale's price to the Buyer as agreed upon by the parties of this Agreement.

1.8 Gross Discount:

The whole aggregate discount.

1.9 Net Discount:

A part of discount corresponding exclusively to the Buyer.

1.10 Mandate:

Authorized person to act in legal representation of anyone of the party.

1.11 Service Provider:

Operators and/or facilitators who have made possible the execution of this Agreement's transaction.

1.12 Fee:

Payment corresponding to and to be paid to Service Provider.

1.13 Pay Master:

Two (2) persons appointed one (1) Seller's side and one (1) for Buyer's side, to act as recipient of payment of fees with commitment to distribute payment to Mandate and Service Providers correspondingly.

1.14 Current Day:

Means a calendar day unless differently specified.

1.15 Banking Day:

Means a regular banking operating day.

1.17 Annexure:

Document which literature and content are agreed and signed by the parties herein, which is binding and forms part of the whole body of this Agreement as stipulated and approved by the signatories of the contracting parties.

CLAUSE II. SCOPE OF THE AGREEMENT:

The **(SELLER) FIRST PARTY** and the **(BUYER) SECOND PARTY** under full corporate authority and responsibility respectively represent and one part of the lawful owner of the commodity in quantity and quality as hereunder specified and the other part has the full capability to purchase the said commodity as expressly stipulated and specified in this Agreement.

CLAUSE III. C O M M O D I T Y:

Physical Documented Gold (AU) Metal which specifications stated in Clause V herein in bar form of 12.5 kilograms per bar with hallmark and having a minimum guaranteed with alleged purity specifications of 99.99% Gold content with specific weight of 12.5 kilogram only per bar more or less with Mint Hallmark and corresponding assigned serial number of each bar.

CLAUSE IV. Q U A N T I T Y:

The total contractual quantity of the Physical Documented Gold (AU) Metal commodity that would be sold and purchased under this Agreement is Metric Tons subject for verification, inspection and confirmation by a License assayer.

CLAUSE V. Q U A L I T Y:

The **FIRST PARTY** guarantees that the quality of the commodity that would be sold to the **SECOND PARTY** will conform to the guaranteed specifications with gold (AU) Metal content of 99.99% maximum purity of each bar and any impurities found during final assay would be deducted accordingly on a pro-rata based on the International Standard Specific Gravity of 19.32

and Atomic Weight of 196.967 equivalent to 24K or 99.99% maximum Purity Gold (AU) Metal Content of each bar as the barometer for the actual computation of price per troy ounce if and when the **SECOND PARTY** opted to double check the quality of the subject commodity of Physical Documented Gold (AU) Metal being offered for sale by the **FIRST PARTY**.

CLAUSE VI. ORIGIN OF COMMODITY AND AUTHORITY TO SELL:

1. The **(SELLER) FIRST PARTY** warrants that he is the owner/holder of the herein mentioned subject matter commodity in this Agreement with full legal authority under contract to freely sell it under the Procedures, Terms, and Conditions as expressly stipulated herein in this **SALE AND PURCHASE AGREEMENT**.
2. The **(SELLER) FIRST PARTY** asserts and warrants that the Physical Documented Gold (AU) Metal commodity is free and clear of any liens and encumbrances whatsoever and of non-criminal origin and without any past due as concept of taxes imposed and levied by any government agencies concerned in the Philippines in particular.

CLAUSE VII. TIME PERIOD:

1. The duration of this **AGREEMENT** is for a period of Five (5) consecutive international banking days to start from the time it was officially agreed, approved, and signed by both parties under oath, as agreed, selected, and assigned venue for this particular transaction accepted and approved by the contracting parties of this **AGREEMENT**.
2. The total contractual quantity of Metric Tons as must be presented to the **(BUYER) SECOND PARTY** by the **(SELLER) FIRST PARTY** in his assigned depository warehouse at BSP Bonded Warehouse for verification, physical inspection of commodity.
3. The time period shall commence to count from the date of the signature of this **AGREEMENT** and to be completed within Five (5) consecutive international banking days. On the other hand, all period of time shown in the contracting procedures and banking procedures shall be counted from the time of execution of this agreement, as agreed upon by both parties. Furthermore, any changes in the agreed Time Period would be mutually agreed only upon received of the by the Seller, the changes much be in writing and will form as an integral part of whole body of this **AGREEMENT** duly conformed and signed by the contracting parties in this **SALE AND PURCHASE AGREEMENT** as herein stipulated.

CLAUSE VIII. PRICE:

1. The price shall be determined based on the 2nd Fixing for gold Bullion per troy ounces in USD/EURO on the day of shipment as announced by the London Bullion Market association (LBMA).

2. Should there be no quotation in the price of gold on the day of transaction, the next day quoted price will prevail as applicable to the price of the subject Physical Documented Commodity of the **(SELLER) FIRST PARTY** and to be paid in full by the **(BUYER) SECOND PARTY** as agreed by the contracting parties of this **AGREEMENT**.

CLAUSE IX. D I S C O U N T:

1. A gross discount of Eleven Percent (11.00%) net 8% on the resulting applying rate will be recognized and granted by the **(SELLER) FIRST PARTY** in favor of the **(BUYER) SECOND PARTY** and payment of fees for Transaction Service Providers will be considered on the "Proceed of Payment".
2. A net discount of Eight Percent (8%) on the resulting applying rate will be recognized and granted by the **(SELLER) FIRST PARTY** in exclusive favor of and benefit of the **(BUYER) SECOND PARTY**, which will be considered on the "Proceed of Payment".
3. The balance of Three Percent (3%) between the gross and net discount will be destined as payment for the Seller Agent Mandated and Buyer Mandated of both Parties which will be equitably distributed accordingly as agreed by the concerned parties which will be considered on the "Proceed of Payment" based on the agreed percentage of payment of individual commission stipulated under Fee Protection Agreement executed by the group Service-Providers.

CLAUSE X. CONTRACTING PROCEDURES:

(BUYER) SECOND PARTY will provide International Standard SALE AND PURCHASE AGREEMENT in order to agree all clauses contained in it and after it has been agreed and signed by both parties, it will notary protocol or commissioner of oath.

Buyer executes this contract, includes its full banking coordinates, and respective codes and returns the contract to the seller. Upon receipt of the fully executed contract. Within 24 Hours Seller shall submit the SPA to Bullion Bank for acceptance.

Upon confirm receipt of the Bank Certificate from a Bank Certificate Swift 690 Bear Bond.

A swift twill be sent confirming the existing of the commodity by Swift **MT 600** (a Confirmation Precious Metal) after confirmation by the Bullion Bank the.....,..... Bullion Bank will release the appropriate document concerning the Commodities (SKR, Inventory List, Bullion Certificate). Within 48 Hours Seller Bullion Bank will arrange the shipment of the commodity through Brink International as the Authorize party to deliver the commodities to the designated refinery or place.

Upon confirm delivery of the commodities Brink will handle the turn over to the assayer entity to check the Purity of the commodity upon confirm by the assayer entity, the Buyer shall transfer the payment to the Seller Designated Bank upon receipt of payment by the Seller Designated Bank, Brink will Turn over the Commodities to the Buyer.

BUYER'S FULL BANKING COORDINATES.

Bank NAME :
Bank ADDRESS :
SWIFT :
BANK OFFICER :
ACCOUNT NAME :
ACCOUNT NUMBER :

SELLER'S FULL BANKING COORDINATES.

Bank NAME :
Bank ADDRESS :
SWIFT :
BANK OFFICER :
ACCOUNT NAME :
ACCOUNT NUMBER :

Binding annexure, if necessary, such as:

1. Full banking coordinates and information
2. Fee Protection Agreement
3. Disbursement Banking Instructions Payment Instruction

CLAUSE XI. DELIVERY, ACCEPTANCE, AND PAYMENT:

The **(SELLER) FIRST PARTY** will pay all taxes due to the government agencies concerned of the subject purchased commodity of Physical Documented Gold (AU) Metal.....Metric Tons to include all other allied miscellaneous expenses and fees necessary prior to the complete transfer of ownership of the aforesaid purchased commodity to the **SECOND PARTY** upon full payment of the commodities.

CLAUSE XII. DISTRIBUTION OF PROCEEDS OF PAYMENT:

The overall proceeds of payment would be distributed in accordance with the percentage of sharing agreed and approved by the **(SELLER) FIRST PARTY** and the **(BUYER) SECOND PARTY** to include all other interested parties who participated and directly involved and made possible the execution of this transaction as follows:

12.1.1	SELLER of MT of Physical Documented Gold (AU) Metal	= 89.00%
12.1.2	Buyer's Net Discount	= 8.00%
12.1.3	Commission Seller's Group	= 1.50%
12.1.4	Commission Buyer's Group	= 1.50%
	TOTAL PROCEEDS	= <u>100.00%</u>

NOTE:

That both contracting parties hereby agree and acknowledge paying the corresponding commission to all interested parties and beneficiaries involved in this transaction within the time and duration of this AGREEMENT including all other succeeding contracts that might follow between the **(SELLER) FIRST PARTY** and the **(BUYER) SECOND PARTY** of this **AGREEMENT**.

CLAUSE XIII. SELLER'S OBLIGATION:

It is understood and agreed by the contracting parties that the **(SELLER) FIRST PARTY** will provide complete set of documents to the **(BUYER) SECOND PARTY** upon receive of the and hereby agrees to shoulder all expenses needed or required for the lifting and complete physical transfer of all of the aforementioned purchased subject commodity from the warehouse of Bonded Warehouse to the Buyer smelting and refining with internationally accepted standard hallmark per bar and in accordance with the Gold Bullion Standard Specifications of 12.5 Kilograms per bar of 99.99% purity or equivalent to 24K Gold (AU) Content per bar.

CLAUSE XIV. BUYER'S OBLIGATION:

It is understood and agreed by the contracting parties that the **(BUYER) SECOND PARTY'S** shall provide the Bank Certificate Swift **MT 690** within Five (5) Consecutive International Banking Days from the date of acceptance of the **SPA** by the Bullion Bank to be submitted to the **(SELLER) FIRST PARTY**.

CLAUSE XV. NON-CIRCUMVENTION AND NON-DISCLOSURE:

All parties and individuals involved hereto agree and in covenant not to circumvent any person involved in this transaction directly by any means or device in any manner whatsoever.

1. It is further agreed in covenant, that this transaction shall in no way be divulged and/or revealed partially or wholly to any person or body outside of the circumference of this transaction.
2. This non-circumvention and non-disclosure shall remain enforceable for a period of Five (5) consecutive years from the date hereof and shall be governed by the **INTERNATIONAL LAW PURSUANT TO ICC RULES AND REGULATIONS** and all parties hereby agree and abide to the exclusive jurisdiction of the Court Of Geneva, Switzerland and further governed by the Bullion International Immunity, pursuant to the World Court's Law in Purchasing and Buying Gold Bullion throughout the world.

CLAUSE XVI. AUTHORITY TO SIGN:

The **SELLER** and the **BUYER WARRANT** that each has full and complete legal authority and responsibility to execute this **SALE AND PURCHASE AGREEMENT**, and its execution binds their respective principals to the Procedures, Terms, and conditions therein set forth.

CLAUSE XVII. GENERAL PROVISIONS:

1. Upon mutual agreement of both parties, this **AGREEMENT** can be extended upon the receipt of a written request by either party not later than ten (10) consecutive international banking days prior to the termination of this **AGREEMENT**.
2. The Force Majeure Clause issued by the International Chamber Of Commerce of Paris, France shall govern this **AGREEMENT**.
3. This **AGREEMENT** contains the entire understanding between parties with respect to the transaction contemplated herein and can only be amended by a written agreement.
4. **EDT** (Electronic Document Transmission) shall be deemed to be valid and enforceable in respect to the provisions of this agreement. Either party shall be in a position to request a hard copy of any previous of Electronic Transmitted Document and any grammatical mistakes, typing errors, if any, shall not be regarded as contradictions.

CLAUSE XVIII. NOTICES

Any notices to be given hereunder by either party to the other shall be in writing and delivered by (i) courier, (ii) certified mail, (iii) email within certificate signature or (iii) telex-facsimile, with a fully conformed copy with original signatures sent by courier to the address of the respective party as provided herein. The Parties agree and acknowledge that telex-facsimile copies are legally acceptable as original documents in the absence of forgery.

The email copy, facsimile copy of this document is to be treated as original document for its legal and binding effects.

IN WITNESS WHEREOF, the undersigned have set their hands on the date so mentioned herein before.

FIRST PARTY

SECOND PARTY

SIGNED IN THE PRESENCE OF:

.....

.....

- By lateral Trading Agreement
- By lateral Credit Agreement
- International Bullion Master Agreement

The above-mentioned documents are ready to use when BBT resume in business.

We have assembled synergies with trust funds from BBT (Bullion Bank Trust) providing paradigm-shifting fund spanning all of Sovereign Nations and business decision-making.

Our talent pools of in house executives cover the core business principles of lending, Economic Development, Technology Transfer, any other required expertise will be under contract as needed. These industry sectors are funded to support the success of Sovereign Nations pursuit of economic independence and ultimate self-reliance.

BBT will be the primary engine for funding, strategic planning and management expertise. We will bridge the gap of private verses government limitations. By using this strength to customize the right amount of funding, manageable while using the resources accessible to the Sovereign borrower.

We provide Long Term Investment programs that range from Financing of Infrastructure, Master Planning, Sovereign Nation Macroeconomic Development and Debt Restructuring.

Participation is restricted to funds that are free and clear adhering to all international Anti Money Laundering regulations.

ADVANTAGES OF WORKING WITH BBT TRUST & TRUSTEE/ PARTNER

- Institutional friendly, flexible structure and adjustment away from predatory terms
- Lower costs, 0.5% to 1 % of interest rates
- Reduction of penalties for delinquent payments and compound interest.
- Collateral using Natural resources to abate cash liquidity issues
- Intellectual Property Cooperation
- Master Planning, Infrastructure Development and Foreign Direct Investment programs