

**FULL CORPORATE OFFER (FCO)**

Commodity: Gold Bar (AU Metal)

Transaction Reference Number : **XXXXXXXXXXXXXXXXXXXX**

Date of Issue: January 13, 2024

To: TURKGROUP International  
Cc: Principal Buyer  
From: **XXXXXXXXXXXXXXXXXXXX** (Principal/Director)  
**XXXXXXXXXXXXXXXXCC** (Selling Company)  
Re: Supply of Gold Bar (AU Metal)

We, **XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX** (selling company), The Principal Seller hereby confirm, with full corporate, legal responsibility and authority, under penalty and perjury, that we are ready, willing and able to enter into this Full Corporate Offer, under the following terms and conditions as detailed in Transaction Procedures, for the sale of the commodity described hereinafter, with the seller’s full guarantee of commodity to be validated, unencumbered, free of liens or any criminal origin an/or activities.

**2. AU GOLD BARS DESCRIPED BELOW:**

Commodity Gold Bars (AU Metal).  
Form Gold Dore Bars, AU (Aurum)  
UNIT WEIGHT: Standard Dore Bar  
Purity Fineness 96.50% or better  
Finnish 22/23+ carat  
Total Quantity 12 Metric Tons (12 MT) with rolls and extensions  
Monthly Quantity one Metric Ton per month  
First Tranche 200 KG (Two-Hundred Kilograms)  
Origin Private Security Warehouse, **Ghana**  
Destination CIF to Cape Town, South Africa  
Refined Age Less than Five (1) years  
Inspection Location Private Security Warehouse, **Ghana**  
Currency United State Dollars  
Payment Swift MT103 / ICBPO

**2. LEGAL OBLIGATIONS AND GUARANTEES**

- 2.1 Encumberment: the seller guarantees that the commodity is free and clear of any encumbrances, including but not limited to creditor claims or liens.
- 2.2 Criminal Activities: the seller guarantees that the commodity is free and clear of any criminal origin and/or activities, including but not limited to smuggling, money laundry or fraud.
- 2.3 Validation: the seller guarantees that the commodity has been validated at the source country and the necessary official documents have been issued and validated.

**3. SELLING PRICE AND PAYMENTS**

- 3.1 LBMA Minus 12% in USD (gross) Fixed, 8% (Net to Buyer) (The fixed rate is subject to performance on the SBLC within 14 days).
- 3.2 Shipping Cost must be stipulated separately as “Cost of Shipping

- 3.3 4% commissions paid according to IMFPA evenly by the seller and the buyer to facilitators according to IMFPA (1.5% Seller-side and 1.5% Buyer-side, closed). (The fixed rate is subject to performance on the SBLC within 14 days)
- 3.4 Payment: SBLC in the value amount of the tranche and each delivery needs to be paid via MT103 after each delivery and assay

#### **4. BROKERS' COMMISSION**

Buyer and Seller each hereby represent that, except for the Broker listed herein, there are no other brokers involved or that have a right to proceeds in this transaction. Seller shall be responsible for payment of commissions to the Broker pursuant to a separate written agreement executed by Seller. Seller and Buyer each hereby agree to indemnify and hold the other harmless from all loss, cost, damage or expense (including reasonable attorneys' fees at both trial and appellate levels) incurred by the other as a result of any claim arising out of the acts of the indemnifying party (or others on its behalf) for a commission, finder's fee or similar compensation made by any broker, finder or any party who claims to have dealt with such party (except that Buyer shall have no obligations hereunder with respect to any claim by Broker). The representations, warranties and indemnity obligations contained in this section shall survive the Closing or the earlier termination of this Agreement.

#### ***Recognised Trade Brokers***

1. TURKGROUP INTERNATIONAL PROJE DANISMANLIK İTHALAT İHRACAT SAN VE TİC LTD ŞTİ., LIMITED; having its registered office in Demirci Mahallesi, Kavaklıdere Cad: No 18B/D/1, Nilufer, Bursa. Turkey; Registration No. 871088375700001

#### **5. PROCEDURES**

- 1) Buyer and Seller agree to the terms and conditions set forth in the (FCO)
- 2) SPA gets finalized and lodged at the sellers and buyer's banks.
- 3) Bank procedure to establish the SBLC
- 4) Seller delivers gold to the buyer's refinery
- 5) Gold gets assayed and seller will issue an invoice on purity and weight.
- 6) Buyer pays via MT103 to seller's bank.
- 7) Gold will be kept in safe keeping until payment reflects in seller's account.
- 8) Ownership will transfer as soon as payment reflects in seller's account

#### **6. DOCUMENTATION**

All the documentation should be issued based on International Gold Export Procedures. Each shipment is accompanied by the following documents:

- ✓ Commercial Invoices in favor of the **Buyer**.
- ✓ Form A2 (For Export)
- ✓ Certificate of Origin.
- ✓ Certificate of Ownership.
- ✓ Initial Assay report.
- ✓ Customs Declaration.
- ✓ Packing List
- ✓ Airway bill and the beneficiary of the airway bill will be the **Buyer**.
- ✓ Assay report at destination.

**COMMUNICATION**

Supplier declares that all communications, negotiations, offers, orders and contracts must be directed to TURKGROUP INTERNATIONAL, and no communications shall be entered into with the buyer unless a written consent is issued by TURKGROUP INTERNATIONAL.

**CONFIDENTIALITY**

Except as required by law, each Party agrees that it shall not disclose any Confidential Information to any third party except its advisors who are bound by the duty of confidentiality and that it shall not use any Confidential Information other than in connection with processing of orders.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

**PRINCIPAL SELLER**

\_\_\_\_\_, *Signature*

\_\_\_\_\_ (name and designation)

January 13, 2024, *Date:*

\_\_\_\_\_



**PRINCIPAL BUYER**

\_\_\_\_\_, *Signature*

\_\_\_\_\_ (name and designation)

January 13, 2024, *Date*

