

DRAFT SALE AND PURCHASE AGREEMENT (SPA)
Private Agreement + Terms & Conditions + Fee Agreement

Transaction Reference Number: [TRIA/250/UBS](#)/Date of

Issuance:

We, the Buyer and Seller, hereby confirm the sale and purchase agreement of gold bars (AU Metal) on the following transaction procedure with specific terms and conditions, including applicable Addendum and Appendixes.

I am duly appointed as the **"SELLER"**, confirm with full corporate authority that the Owner is Ready, Willing and Able to guarantee with full legal responsibility to enter into this contract agreement "SPA" to sell the AU accordingly the specifications, procedures, terms and conditions that I have in my possession the Sole Authority to Sell and Deliver the commodity as stipulated within this Agreement. Herein, which are acceptable and agreeable are signed.

Company: JEWELRY CLASSIC CO LTD

Represented

Holding passport No.

I am duly appointed as the **"BUYER"**, confirm with full corporate authority that this Company/Person owned the deposit capital accordingly the banking details in Appendix-A is Ready, Willing and Able guarantee with full legal responsibility to enter into this contract agreement "SPA" to buy the AU accordingly the specifications, procedures, terms and conditions that I have in my possession fully Authority to provide/confirm the proof of funds and Transfer with full bank responsibility to the Seller's transaction bank for payment of purchase commodity as stipulated within this Agreement. Herein, which are acceptable and agreeable are signed.

FOR THE FOLLOWING

- This transaction is Private **Treaty / Off Market** subject to this Agreement.
- All confirmations of documents and bank instruments of this transaction shall be identified as **Transaction Reference Number:** [TRIA/250/UBS/](#)
- The package of signed contract documents must be lodged with both parties bank.
- **Within One (1) banking day** of signed contract agreement **"SPA"** has been lodged.
- Prior to lodgment of the SPA the SBO shall first initiate contact with the BBO by Swift for verification.
- Sellers Bank Officer to swift SKR to Buyers bank officer for confirmation of product and both Bank officers can confirm POP and POF through secure Swift bank to bank communications. Buyers bank officer confirms POP and payment can be made Ledger to Ledger.

- The Owner/Seller is currently holding and confirming the Gold Bars of fineness 999.5-98 parts per 1,000 of fine gold or better and state they are Ready, Willing and Able to sell FOB UBS Secured Warehouse, that the Gold is Free of Liens and Encumbrances, Freely Tradable and Exportable, Non- Criminal and Non-Terrorist origin.
- The Buyer confirms and guarantees the deposit capital at the Buyer's transaction bank is Good, Clean & Clean, Freely Tradable, Non-Criminal, Non-Terrorist in the currency of European Union "EUR" and is Ready, Willing and Able to purchase and make payment the commodity of this agreement.
- The Jointly Calculated Price shall refer to the London Bullion Market Association "LBMA"

FURTHERMORE: the Buyer and the Seller fully understand and acknowledge each other's capacity to carry out this Transaction and thus enter into this agreement as detailed hereinafter.

SECTION – 1 : DESCRIPTION	
COMMODITY:	Gold Bars (AU Metal)
FORM:	1Kg or 12.5Kg each bar from meeting GLD standard specification.
PURITY:	Fineness 999.5-98 per 1,000 minimum or greater.
QUANTITY:	Two Hundred (250) Metric Tons (250,000kg) with Rolls and Extensions up to 9500 Metric tons (9,500,000kg) .
FIRST TRANCHE:	Two Hundred and Fifty (250) Metric Tons (250,000kg)
DELIVERY:	FOB– Bonded Warehouse Switzerland
HALLMARK:	Internationally Recognized Hallmark
REFINERY AGE:	Assayed Certificate older than Five (5) Years.
INSPECTION Location	Private Security Insurance Warehouse, UBS Switzerland.
CURRENCY:	EUR (European Union)
VERIFICATION:	Seller Swift POP permission to verify, 9,500MT Buyer Swift POF permission to verify 9,500MT between the parties Bank Officers to guarantee transaction under their full responsibility after the signed SPA is lodged in their respective banks
PAYMENT:	Ledger-to-ledger/Bank-to-Bank basis.
SELLING PRICE:	The agreed price is the quoted price in USD on the day of transaction as set by the " London Gold Market Fixing Limited " Second Fixing (pm) for Gold Bullion (Au), and displayed by the "LBMA". In the event that the "LBMA" is not operating on that scheduled day, the price calculation used shall be based on the second LBMA fixing of the next market opening day.
DISCOUNT:	Gross: 10% percent (Ten). Net: 7% percent (Seven) net to the Buyer.
CONSULTANT FEE:	Two percent (3%) <ul style="list-style-type: none"> • One percent (1.5%) to the Buyer's side. (IMFPA) • One percent (1.5%) to the Seller's side. (IMFPA) • Seller to pay Seller side consultants and Buyer to pay Buyer side.

SECTION – 2 : DOCUMENTS

The Seller shall authenticate, provide and guarantee all documents to accompany delivery and ownership transfer each Tranche of AU by the following documents: where the shipment and delivery shall be identified with the Agreement's Transaction Reference Number and include all necessary documentation, in accordance with international law, which includes.

- Certificate(s) of Origin.
- Certificate of Legal Ownership.
- Certificate of Insurance.
- Certificate of Deposit Private Insurance Warehouse Keeping Receipt (SKR).
- Internationally accepted Assay Certificate older than Five (5) years.
- Commercial Invoices: Four (4) originals in favor of Buyer.
- Certificate of Weight list describing each bar as follow ;
- Serial Number as stamped on each bar.
- Fineness 99.95-99.98% as stamped on each bar.
- Raw and Total Weight 1Kg Or 12.5 Kg as stamped on each bar.
- Declaration that Gold bars are Free and Clear of all liens and Encumbrances and Freely Tradable Exportable and of Non-Criminal Origin.

SECTION – 3 : TRANSACTION PROCEDURE

3.1. Upon the Buyer and Seller full acceptance of transaction procedure, terms and conditions of draft Sale and Purchase Agreement "SPA". The Parties shall fill in all necessary information including banking detail. **Within Two (2) banking days** (from the date of this SPA is shown), the Seller and the Buyer shall officially lodge this contract agreement including IMFPA and nominate their respective Bank officers listed in Appendix-A for completion of this transaction, fully accept and agree by bank-to-bank and/or ledger-to-ledger basis.

3.2. After the SPA is signed and lodged with their respective banks the following will be taken: Within Two (2) banking days, in order for the Parties confirm full acceptance and agreement with banking instruction approval, the SBO will make the first initiative to contact the BBO via bank secured call/communication to formally request validation on specific matter such as:

- (a) The confirmation that the contract has indeed been lodged in accordance with the transaction procedure, its terms and conditions, acknowledge the existence of the ongoing transaction indicating **Transaction Reference Number:**
TRIA/250/UBS/
- (b) Confirmation of all unclear information, for all matters explained verbally by the SBO and BBO and their clients: the buyer's financial capability for the transaction for the face value of the first shipment, gold existence will be sold under the seller's name.
- (c) Confirmation that the Parties have fully accepted and agreed to a Bank-to-Bank format.

(d) For the completion of this transaction via Ledger-to-Ledger or Bank-to-Bank due diligence and full bank responsibility will be performed between the Parties respective Bank/Bank Officers

(e) If the BBO fails to return the telephone call of the SBO within 24 hours, then the SPA/Contract shall be immediately terminated and the Buyer shall be deemed to have defaulted.

3.3. Verification for Security Clearance: The SBO and the BBO agrees to exchange the Proof of Product "POP" by Swift and Proof of Funds "POF" by Swift within a maximum window time of five (5) banking hours (nearly simultaneously) against **Transaction Reference Number: [TRIA/250/UBS](#)** for the full quantity of **9,500MT**.

- SBO shall provide the confirmation of **Proof of Product "POP"** with certified copies of W-SKR and copies of all relevant documents individually stamped by SBO/HSBC Bank confirming that the gold commodity of First Tranche of **Two Hundred and Fifty (250) Metric Tons** and full contract quantity of **9500MT** is in the process of being sold within Five (5) banking hours upon receipts and acceptance of the positive POF.
- The **SBO** shall ask the **BBO** to provide availability **Proof of Funds "POF"** in confirmation with Bank Confirmation Letter (BCL) and/or Bank Statement and/or Tear Sheet (via Swift message code) with irrevocable full bank responsibility for the face value of the first shipment of **Two Hundred and Fifty (250) Metric Tons** an amount of **Nine - Ten Billion United State Dollars (USD 9 - 10 ,000,000,000.00)** in favor of the Seller's Account at Seller's Bank.

3.4. Within One (1) banking day : following positive banking confirmation of both POP and POF. The Buyer or his **appointed parties** shall attend with the Seller's Representative at the **Sellers Secured Warehouse UBS** – UBS Switzerland to conclude the next step of the transaction, The Parties shall attend the Security Private Insurance Warehouse for Physical Inspection of the first shipment of 250MT and full quantity of 9,500MT of gold bars. On completed inspection satisfactory to the Buyer, the Buyer and the Seller shall move to the next step.

3.5. Payment in Full : After the presentation and explanation in detail with full package of original documents by Insurance Warehouse Manager the Buyer team shall fully accept and agree by signature, then the Parties jointly calculate and fix (based on estimated LBMA price on the expected day of transaction) the face value of necessary **"Funds"** by **transfer** or other adequate bank payment accepted by the Parties reference to **Transaction Reference Number [TRIA/250/UBS](#)** to cover the purchase of the first shipment quantity of **Two Hundred and Fifty (250) Metric Tons** of gold bullion to the Seller.

The amount of FUNDS RELEASE will be decided between the Bank Officers in line with the agreed calculation and this process of payment will be enabled for the entire contract quantity of **250MT** to be transacted.

3.6. Physical Inspection : Seller/Mandate and insurance warehouse management will then organize the storage (at the cost to the buyer 15 days free of charge) of the commodity of **Two Hundred and fifty (250) Metric Tons** of gold bars at Security Insurance Warehouse. In order to ship or store the gold bars will be at the BuyersCost.

If the Buyer requests a visual inspection of the total quantity of **9500MT** (Buyers Choice), and a non-destructive chemical and/or spectrograph inspection on random (number up to the Buyer), smelting at a mutual agreed LBMA accredited/licensed of Buyer's appointed refinery in Switzerland will be at full cost to the Buyer. The Seller's security team will be present at all time for the testing of the Bars.

3.7. Physical Inspection Acceptance : Following the buyer conducting a successful assay and/or the successful smelting and/or the successful of the gold bars randomly chosen by the Parties acceptance by fresh assay report (**at full cost to the Buyer**) from the Buyer's appointed refinery to the Buyer with signed acknowledgement and receipt and a copy of same shall be given to the Seller.

3.8. Delivery : FOB – Switzerland as following:

- Completion of the transaction inside the Seller's Security Insurance Warehouse as following:

- (a) Full Irrevocable Payment **Full Payment** against Transfer Title of Ownership and list of product documents and all certificates.
- (b) Free of storage charge for 15 calendar days counting from the date of transaction.
- (c) Same process will be repeated of rolls and extensions quantity.
- (d) Title of Ownership will be transferred on the first shipment of 250MT on full payment released.
- (e) Exchange of Title of Ownership at Security Insurance Warehouse.
- (f) Storage and Insurance covering for 15 calendar days free of charge.

- **And / Or** Completion of the transaction with delivery outside Seller's Security Insurance Warehouse as following:

- (a) Payment confirmation by Bank to Bank or Ledger to Ledger.
- (b) Full Payment release Irrevocable by Bank to Bank of the successful delivery.
- (c) Delivery designated place shall advice by the Buyer as FOB-Switzerland.
- (d) Logistic agent under the Buyer responsibility including all costs.
- (f) All certificates and list of product documents including export license shall be transferred upon receipts the confirmation payment irrevocable by Bank to Bank or Ledger to Ledger transfer.
- (g) Ownership, against the Full Payment to seller.
- (h) Free of storage charge for 15 calendar days counting from the date of transaction.
- (i) Storage and Insurance covering for 15 calendar days free of charge.

3.10. Payment: Full-Payment of the LBMA (pm) second fixing price of the day of transaction into the Seller's nominated bank account for each successive shipment quantity as agreed of final jointly calculated and that amount shall be reflected in the final commercial invoice in successful delivery.

Consultant Fee: Simultaneously of Full-Payment in Article-3.10 is successful, will be paid automatically to Paymaster and all beneficiary accounts accordingly the IMFPA/NCNDA upon the closure of each and every lift including rollovers and extensions attached in the SPA.

3.11. Seller will be responsible and shall provide:

- FOB- Gold Bars Switzerland Safe keeping warehouse
- Documents – noted as per Section 2.

3.12. The Buyer will be responsible for paying the cost of Assaying, Re-smelting, Refinery, Air Cargo/ship and Logistic Company to transport commodity from Switzerland to designated airport/port. The delivery of commodity shall be at the buyer's discretion.

3.13. Both parties shall adhere to all terms and conditions as stated in the SPA and shall not at any time make any contract with any external entity without the documented approval from the other party. Any infringement shall automatically render this contract null and void.

3.14. This tranche shall be considered finalized when full payment has been executed to the Seller. Rolls and Extensions are to be determined by the Seller and Buyer.

3.15. The above Procedure shall be repeated at the sole discretion of the Seller, until all of this contract quantity 250MT of Gold Bars have been exhausted.

3.16. The Transaction valid **Ten (10) banking days** from the date of Sale and Purchase Agreement "SPA" and will be automatically terminated the Procedures outlined in Article-3.3. of Transaction Section 3 not successful.

SECTION – 4 : TERMS AND CONDITIONS

4.1 PROOF OF PRODUCT (POP)

Proof of Product “POP” shall be confirmed with certified copied of SKR and copies of all relevant documents individually stamp by UBS SELLER BANK OFFICER (by swift message code) confirming that the gold commodity of **Two Hundred and Fifty (250) Metric Tons** and contract quantity is in the process of being sold.

4.2. PROOF OF FUNDS (POF)

Proof of Funds “POF” shall be confirmed as amount of **Two Hundred and Fifty (250) Metric Tons** so an amount of **9-10 Billion United State Dollars (USD 9-10,000,000,000.00)** in favor of the Seller's Account by Bank Confirmation Letter and/or Bank Statement and/or Tear Sheet with irrevocable full bank responsibility (by swift message code) between both parties Bank Officers via Bank-to-Bank or Ledger-to-Ledger.

NOTE: POF and POP confirmations must quote **Transaction Reference Number:** [TRIA/250/UBS/](#)

4.4. INVITATION

Following positive banking confirmation of both POP and POF. The SBO shall invite the Buyer Representative and his appointed parties to attend visit with the Sellers Parties to Security Private Insurance Warehouse for Physical Inspection of the 250MT of gold bars.

4.5. INSPECTION LOCATION

A visual inspection of all 250MT of Gold Bars shall be carried out and at the Buyer's Choice a non-destructive chemical and/or spectrograph inspection on random (number up to the Buyer), smelting at a mutual agreed LBMA accredited/licensed of Buyer's appointed refinery in Switzerland by the Buyer independent cost and charges (optional). The Seller's security team will be present at all time for testing.

The Buyer is responsible for preparing the Assayer (s) and the inspection location shall assay the Goods and then report findings within the receipt of Assay Report shall be delivered for no more than 24 hours fire assay sending to all Agreement parties.

Following the successful assay and/or the successful melting and/or the successful of the gold bars randomly chosen by the Parties acceptance by fresh assay report from the Buyer's appointed refinery to the Buyer acknowledge receipt by signature that testing has been completed and satisfactory to the Buyer.

4.6. DELIVERY

FOB: FOB-Switzerland UBS Secured Storage Warehouse.

Seller guarantees the commodity can be exported and transported without any restriction.

The Buyer will be responsible for paying the cost of Assayer, Refinery, Logistic Company who arranges air cargo/shipping to transport the commodity from Switzerland to the Buyer designated country.

Note: the storage of Two Hundred and Fifty (250) Metric Tons to be kept with free of charge for 15 calendar days (only) counting from the date of each delivery is completed. Additional storage time over 15 days, free of charge shall be paid directly by the Buyer to the Warehouse Management.

4.7. PAYMENTINSTRUCTIONS

Full-Funds-Payment bank to bank or ledger to ledger equal to **Ninety Three Percent (93%)** of the "LBMA" second fixing price of the day of transaction into the favor of Seller's nominated bank account for payment of Two Hundred and Fifty(250) Metric Tons as agreed of final jointly calculated that shall be reflected in the final commercial invoice as agreed discount as follows; **Gross 10% and Net 7%** to Buyer, who will simultaneously retain the **Seven Percent (7%)** NET Discount. The Seller shall allocate **One point Five Percent (1.5%)** consultancy fees to the SELLER Side paymaster, paid by the Seller and the Buyer shall allocate **One point Five Percent (1.5%)** consultancy fees to the BUYER Side paymaster, paid by the Buyer such that each paymaster will respectively pay all beneficiary accounts according to the IMFPA.

Payment for Goods supplied under an Agreement shall be made in full (without any set off or any deduction or withholding, except as required by law) and received by the Seller on the payment date set out in the invoice or statement of account ("Due Date"). Payment is only received by the Seller when it receives cash or when the proceeds of other methods of payment are credited and cleared in the Seller's (or the Seller's affiliate's) bank account.

Full-Payment paid to Seller's account (bank to bank or Ledger-to-Ledger) to Seller account, are to be free and clear, and only then does the Buyer receive ownership of the goods, at this point the goods will be FOB at **Secured Insured Warehouse Location in Switzerland**, Consultant Fees simultaneously transferred via party Paymaster and any beneficiary names in the IMFPA.

The payment of Funds to the Seller for this tranche this process will be repeated until the entire contract quantity has been exhausted.

CONSULTANT FEES:

Three percent (3%)

- Seller as Paymaster for Seller Side: **One point five percent (1.5%)** in USD.
- Buyer as Paymaster for Buyer Side: **One point five percent (1.5%)** in USD.
- Buyer to pay buy-side consultants and Seller to pay sell-side consultants.

NOTE: Each party consultant Fees simultaneously receives from Paymaster of payment on full release of Funds paid by the Buyer and Seller respectively.

4.8. PURCHASEPRICE

The agreed price is the quoted price in **USD/EUR** on the day of transaction as set by the “**London Gold Market Fixed Limited**” *Second Fixing (pm)* for Gold Bullion (AU), and displayed by the “**LBMA**”. In the event that the “**LBMA**” is not operating or has not yet opened on that schedule day, the price calculation shall be used based on the “**LBMA**” Second Fixing of the previous market closing day.

Note: Day-of-Transaction is defined as the day when the buyer accepts ownership or possession of the Gold Bars. This day shall be used to fixing the price of the gold bullion applicable for the Tranche.

4.9. CURRENCY

- EUR – Euro - European Union Currency shall be used for this transaction.

4.10. CANCELLATION

Upon this **Sale and Purchase Agreement "SPA"** is signed and shall automatically terminate if the Buyer purports to cancel or demand any Agreement or refuses the procedure, terms and conditions or not lodge with their bank or accept delivery of all or any portion of any goods that are the subject of an Agreement (where the Buyer is not entitled to do so under an Agreement of otherwise) Buyer will indemnify the Seller's expenses on demand for any costs, damage or loss incurred or suffered directly or indirectly as a consequence thereof (including, without limitation, and foreign exchange losses).

4.11. CONFIDENTIALITY / NON-CIRCUMVENTION / NON-DISCLOSURE

All parties, including the Buyer/Buyer's Mandate, Seller/Seller's Mandate, Representatives, Consultants, Facilitators, Intermediaries and Agencies or Individuals with whom negotiation or contracts have been negotiated or entered into, Copies of this SPA will be remitted and retained between only the principal signatories as contained and identified herein with the exception of copies being given to bankers and attorneys to complete the transaction and when Parties must be in compliance with Anti-Money Laundering Law. This restriction and prohibition shall apply to the transactions encompassed by this Agreement and shall continue for a period of **Five (5) years** from the final completion/termination of this Agreement as recognized by the **International Chamber of Commerce (ICC)**. Publication 664 with regards to rules, laws and provision governing confidentiality.

The Parties, individually and their officers, directors, trustees, agents, Attorneys and representatives, represent warrant and agree that under no circumstances or eventuality will they circumvent or attempt to circumvent, directly or indirectly the involvement of one or any other party or person or persons that introduced the respective Parties to this Agreement. This provision shall, in any and all ways, pertain to any of the transactions created by this Agreement now or in the future and shall remain a joint and several obligation on all Parties, their officers, directors, trustees, agents Attorneys and representatives for a period of five (5) years as recognized by the International Chamber of Commerce (ICC) Publication 619 with regards, rules, laws, and provisions governing Non-Circumvention and Non-Disclosure.

4.12. TAXES

The Professional fees, Administration fees, and Commission fees in the form of fiat currency species, are paid by the Buyer within the Purchase Price, unless specified otherwise, and distributed by the Buyer's Authorized Banker on same day that the Seller is paid, with the Seller's side going to Seller's Paymaster, Buyer side going to Buyer's Paymaster. The Seller and the Buyer shall be responsible for their own income taxes.

4.13. NOTWITHSTANDINGCLAUSE

Notwithstanding all Articles mentioned herein the above agreement, the Buyer shall make full and immediate payment to the Seller's Bank account upon transfer of ownership of the Seller's Gold Bars to the Buyer.

4.14 .PENALTYCLAUSE

The Buyer and the Seller hereby agree to strictly follow the time limited in the Transaction Procedure of Section 3.3, if the POF (Proof of Funds) and POP (Proof of Product) fail to verify and confirm at the verification Process, that the defaulting party will **pay 1% penalty** in cash immediately to the aggrieved party, and if the defaulting party fails to **pay 1% penalty**, then aggrieved party shall be entitled to immediately commence legal proceeding against the defaulting party, and recover all of its legal fees, on an indemnity basis.

4.15 DEFINITIONS

Conformity with International Regulations; the Seller and the Buyer each declare to one another that the commodity offered herein for sale and the origin of the funds used for purchasing the commodity do not contravene any of the following LAWS or any other illegal or criminal activity:

- The Drug Trafficking Act of 1986.
- The Criminal Act of 1988.
- The Prevention of Terrorism (Temporary Provisions) Act of 1989.
- The Criminal Justice (International Cooperation) Act of 1990.
- The Criminal Justice Act 1993.
- Trade Secret of 1997: Economic Espionage Act of 1993 [18 U.S.C.1839(3)]
- The Anti-Terrorism Act and the Patriot Act and II.

This Agreement shall be governed by and constructed in accordance with the law of Hong Kong Courts and any dispute arising thereof shall be subject to the Jurisdiction of Hong Kong Courts.

4.16. ADDENDUMS/ANNEXES

The following Addendum forms part of this Agreement together with any future Appendixes which have been duly signed by the two main signatories of this agreement.

The following pages have been added to and are considered by all PARTIES to be an integral part of this Agreement. All signatories hereto acknowledge that they read and each fully understands the terms and conditions contained in this agreement and by their initials and signature hereby unconditionally agree its terms as to its terms as of the date noted herein.

IN WITNESS WHEREOF

The undersigned have read this document carefully and have initialed all **25** pages of this Sales And Purchase Agreement For Gold Bars (Au), including Addendums, and fully understand and agree that its execution constitutes an acceptance of all of its mutually protective covenants, terms and conditions, and is lawfully binding upon the Buyer and the Seller, and their legal heirs, successors, representatives and assignees.

SELLER ACCEPTANCE

The Seller is Ready, Willing, and Able to enter immediately this "SPA" into the respectively bank commits to being confirmed the Terms and Conditions are acceptable and agreeable, and integral by me herein is accurate and true. I confirm to close immediately according to schedule date.

BUYER ACCEPTANCE

The Buyer is Ready, Willing, and Able to enter immediately this "SPA" into the respectively bank commits to being confirmed the Terms and Conditions are acceptable and agreeable, and integral by me herein is accurate and true. I confirm to close immediately according to schedule date.

(SELLER, SIGNATURE)

NAME: XXXXXXXXXXXXXXXXXXXXXXXX
PASSPORT NUMBER: XXXXXXXXXXXX
COUNTRY: XXXXXXXXXXXXXXXX
DATE:

(BUYER, SIGNATURE)

NAME: PASSPORT NUMBER: 111893808
COUNTRY: UNITED KINGDOM
DATE:

WITNESS FOR THE SELLER

Hereby affirm the principal in this "SPA" fully agreed the Terms and Conditions, all information provided herein is accurate and true, to sign as witness.

WITNESS FOR THE BUYER

Hereby affirm the principal in this "SPA" fully agreed the Terms and Conditions, all information provided herein is accurate and true, to sign as witness

(WITNESS, SIGNATURE)

NAME: XXXXXXXXXXXXXXXXXXXXXXXX
PASSPORT NUMBER: XXXXXXXXXXXX
COUNTRY: XXXXXXXXXXXXXXXX
DATE: XX, **XXXX**, 2018

(WITNESS, SIGNATURE)

NAME: PASSPORT NUMBER: 517662717
COUNTRY: UNITED KINGDOM
DATE: 24 December, 2018

APPENDIX - A : BANKING DETAILS

SELLER'S: TRANSACTION BANK TO RECEIVE PAYMENT IN HSBC

BANK NAME	
BRANCH	
ADDRESS	
SWIFT CODE	
ACCOUNT NAME	
ACCOUNT NUMBER	
BANK OFFICER	
BANK PHONE NUMBER	
BANK FAX NUMBER	

BUYER'S: ISSUE PAYMENT SPA TRANSACTION BANK IN XXXX

BANK NAME	UBS Asset Management (UK) Ltd
BRANCH	London
ADDRESS	5 Broadgate, London EC2M 2QS, UK
SWIFT CODE	UBSAGB2L
BANK PHONE NUMBER	+44-20-7567-8000

APPENDIX - B : TRANCHE SCHEDULE

This schedule effect within **Three (3) Calendar months** of procedure in Article3.3 of Section-3 of 250MT is successful, and parties shall be completed the total contracted quantity (Section-1). Rolls and Extensions are available at Terms and Conditions. Tranche schedule to be mutually agreed and is subject to availability of Bank personnel, funds, End-Buyer and End-Seller.

MINIMUM ALLOWABLE TRANCHE

TRANCHE NUMBER	XXX BOXES @ 400 KGS (32 @	APPROX WEIGHT MT
1	500 Boxes	250MT
TOTAL	00,000 Boxes	00,000MT

APPENDIX - C : SELLER PASSPORT COPY

APPENDIX - D : SELLER WITNESS PASSPORT COPY

APPENDIX - E: BUYER PASSPORT COPY

APPENDIX - F: BUYER WITNESS PASSPORT COPY

APPENDIX - G: BUYER COMPANY CERTIFICATE COPY.

Accepted and agreed without change (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:- Incorporate **U.S. Public Law 106-229**, “Electronic Signatures in Global & National Commerce Act” or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001) **ELECTRONICCOMMERCEAGREEMENT(ECE/TRADE/257,Geneva,May2000)**adoptedbythe United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).. 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 meansprovidedhowever,thatanysuchrequestshallinnomannerdelaythepartiesfromperforming their respective obligations and duties under EDT instruments.

[End of SPA Agreement: Refer to Transaction Procedure, IMFPA Fee Agreement and Appendixes]