SALES AND PURCHASE AGREEMENT (SPA)

For Gold Doré Bars

This Sales and Purchase Agreement ("Agreement") is made on this ___ day of ______ 2026, by and between:

Seller:

XXXXXXXXXXX, a private company incorporated in England & Wales maintaining its registered office in United Kingdom.

We are A joint venture company of " **XXXXX** (DLC receiving company).

Hreinafter referred to as the "Seller"

Buyer:

Deatails to be added by the buying company/ buyer.

Hereinafter referred to as the "Buyer"

The Seller and Buyer may be individually referred to as a "Party" and collectively as the "Parties."

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1. Commodity

1.1 Gold Doré Bars

- Fineness: 22 Carats (91.67% minimum) / 23 Carats (96.5%minimum)
- Form: Doré Bars
- Origin: To be declared by Seller
- Hallmark: Non-LBMA

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2. Quantity

2.1 Trial Quantity : 25 Kg trial (Will be delivered with in 15 days after receiving the confirmation on PB)

2.2 Total Contract Quantity: 800 kilograms (kg).

2.3 Delivery shall be executed in two (2) tranches of 400 kg each, every fifteen (15) calendar days.

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3. Price

3.1 The purchase price shall be calculated on the basis of the LBMA Gold Price, less **xxx** percent (**xxx**%) gross / **xxx** percent (**xxx**%) net to the Buyer.

3.2. The trial will be regarded as partial delivery to be able to maintain the price.

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4. Delivery & Terms

4.1 Delivery shall be CIF to Buyer's nominated airport.

4.2 Title of ownership shall transfer to the Buyer upon final payment via MT103 after successful assay at Buyer's refinery.

4.3 All risks shall pass from Seller to Buyer upon arrival at the Buyer's nominated destination

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5. Payment Terms

5.1 The Buyer shall issue a 100% Irrevocable, Non-Transferable, Operative Documentary Letter of Credit (DLC) in favor of the Seller, within five (5) banking days of signing this Agreement.

5.2 Upon confirmation of the operative DLC, the Seller's bank shall issue a 2% Performance Bond (PB) in favor of the Buyer.

5.3 Final payment shall be made by SWIFT MT103 after final assay at Buyer's nominated refinery.

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6. Documentation

For each shipment, Seller shall provide the following documents:

- Commercial Invoice
- Certificate of Ownership
- Certificate of Origin
- Assay Report at origin
- Export Permit / License
- Packing List
- Airway Bill (if required)
- Insurance Certificate (110% of value)
- Customs Clearance Documents

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7. Procedures

1. Agreement is signed by both Parties and the provided verbiage for the MT 700 also accepted by the buyer.
2. Seller issues Notice of Readiness (NOR) to receive the DLC.
3. Buyer issues the test copy of the swift to avoid any mistakes.
4. Buyer issues 100% Irrevocable, Non-Transferable, Operative DLC.
5. Seller issues 2% Performance Bond upon confirmation of the receiving of the DLC.
6. Seller provides full Proof of Product (POP) documents as listed in Clause 6.
7. Shipment of first tranche (25 kg) is executed.
8. Buyer conducts final refinery assay at destination.
9. Payment via MT103 / USDT
10. Upon receiving of the full payment of the delivered quantity, the title will pass over to the buyer.
11. All the mediators actively involved in the business will be honored based on the acknowledged IMFPA, by the seller.
12. Second tranche (400 kg) delivered within 15 days, same procedure applies.
13. Upon successful second delivery, buyer has the privilege to continue with the supplier and agree upon other possible quantities for the subsequent deliveries, which might have impact on the upcoming DLC.

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8. Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England & Wales. The Parties submit to the exclusive jurisdiction of the courts of England & Wales.

9. Miscellaneous

9.1 Entire Agreement: This Agreement constitutes the entire understanding between the Parties.

9.2 Amendments: No amendment shall be valid unless agreed in writing and signed by both Parties.

9.3 Counterparts: This Agreement may be executed in counterparts, each deemed an original.

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10. BANKING DETAILS: SELLER

Company Name	
Recipient	
E-mail Address	
Bank Name	
Bank Address	
Swift Code	
Account Name	
Account Number	
Instructions	
Confirming Bank	
Bank Code	
Bank Swift	

All bank charges for beneficiary will be covered by the beneficiary.

The DLC must be confirmed by STANDARD CHARTERD BANK SINGAPORE. This is a non negotiable term.

BANKING DETAILS: BUYER

Company Name	
Recipient	
E-mail Address	
Bank Name	
Bank Address	
Bank E-Mail	
Swift Code	
Account Name	
Account Number	

All bank charges for the buyer will be covered by the buyer.

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11. NON DISCLOSURE:

Neither party, will in any way whatsoever, circumvent or attempt to circumvent each other or any party involved in the transactions the parties are seeking to enter into. All parties assure each other that they will not in any way whatsoever engage in any other transaction or agreement outside of this contract without informing in writing all the Parties involved herein. In the event that the sources revealed by one Party happen to be the same sources as those already contacted by the other Party, or introduced to the other Party by another broker prior to the revelation,this provision will not bind this other Party provided that written proof of such prior contacts or introduction is available.

Neither party will not disclose the names, postal and/or E-mail/Web addresses, telephone, fax numbersof any contacts to third parties, and, that they each recognize such contacts as total exclusive property of the respective parties, that they will not enter into direct negotiation or transactions with such contacts revealed by the other party, unless written proof can be provided to show prior contacts made between the party received contact information about the third parties and the third parties themselves, except as may be necessary to complete the desired results above.

In the event of the circumvention by any party, directly or indirectly, the circumvented party shall be entitled to the maximum of penalty which could be realized from such transaction plus any and all expenses, including attorney fees, incurred to enforce this provision.

All disagreements/disputes or breaches arising from or in connection with the performance of this contract, shall besettled through internal mechanisms or cordial discussions among the parties on a reasonable best efforts basis.

The rule of construction that an agreement shall be interpreted against the party responsible for the drafting of the agreement, shall not apply, it being recorded that this Agreement is the product of negotiations between the parties.

12.TERMINATION:

Should any party not perform exactly within the terms and conditions of this Agreement, the other Party shall give notice regarding the non-performance, whereupon the non-performing party must comply with their obligations within seven (7) days or this Agreement shall be terminated without further notice.

13.NOTICES:

Any and all notices required to be given by one party to the other party to this Agreement shall be in writing and by posting the same by certified/recorded post at the address or addresses as stated herein and copied by facsimile or e-mail, directly to the parties referenced herein.

14. FACSIMILE COPIES AND ELECTRONIC COMMUNICATIONS:

This agreement shall be accepted to be legal and binding by both parties if executed, and sent by fax and/or e-maildirect to the parties concerned at the numbers/e-mails contained within this agreement. All Electronic signatures will be regarded as binding as per the EDT Global Commerce Ruling of 2010.

15.BINDING AUTHORITY:

This agreement is binding upon the parties hereto, their assignees and successors and is signed by the Parties with their full authority to act. This copy either by facsimile, e-mail, or hard copy, and all communications made by email and/or other electronic communications shall be accepted as an original and binding document and record, respectively, by all parties involved in this transaction.

16. FORCE MAJEURE

Both sides in this contract will be exonerated from their obligation in case of force majeure event. Force majeure is understood and means any event such as fire, explosions, hurricanes, floods, earthquakes and similar natural calamities, wars, epidemics, military operations, terrorism, riots, revolts, strikes, industrial unrest, government embargoes, or other unforeseeable actions occurring after the conclusion of this contract and outside the Parties' reasonable control and which cannot be avoided by the reasonable diligence that could delay or prevent the performance of either Party's obligations in this contract.

The Party to this contract whose performance of this contract is prevented by a Force Majeure event must notify the other Party within 7 (seven) days in writing of the effective date of the occurrence, including particulars of the event and expected duration.

Failure to submit such a notification will prevent the Party's exoneration from contractual obligations under a Force Majeure event.

The performance of either party's obligations will be in such a case postponed for the period of the existence of the Force Majeure event plus a reasonable period to fulfill their contractual obligations as contained in this Agreement. No penalty will be payable for the duration of this delay.

Should the delay caused by a Force Majeure event last for more than 1 (one) month the sides will attempt to agree measures to allow contract to continue. Should such an Agreement not be reached within 30 (thirty) days from the date of certified Force Majeure event, the sides are entitled to terminate the contract.

17. APPLICABLE LAW

The validity of this Contract, it's interpretation, the respective rights and obligations of the Parties and all other matters arising in any way out of this Agreement or it's performance shall be determined and construed in accordance with the laws of Switzerland.

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18. ARBITRATION OR MEDIATION

Should any dispute, disagreement or claim arise between the Parties (“the dispute”) concerning this Agreement, the Parties will try to resolve the dispute by negotiation. This entails that the one party invites the other in writing to a meeting and to attempt to resolve the dispute within seven (7) days from date of the written invitation.
If the dispute has not been resolved by such negotiation, the Parties will submit the dispute to **Court in Zürich in Switzerland or in UK.**

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19. ATTORNEY'S FEES

If any Party files any action or brings any proceeding against other arising from this Agreement, or is made a party to any action or proceeding arising from this Agreement, the prevailing party will be entitled to recover as an element of their cost to suit such reasonable attorney's fees to be determined by the court, mediator, arbitrator or adjudicative authority. The prevailing party will be the party entitled to recover their cost to suit, mediation or arbitration, whether or not entitled to recover costs.

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20. SEVERABILITY

The Parties acknowledge and agree that each and every term of this Agreement is of the essence. If any one or more of the provisions contained in this Agreement should be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby so long as the commercial, economic and legal substance of the transaction contemplated hereby are not affected in any manner materially adverse to any Party.
Upon such a declaration, the Parties will modify this Agreement so as to carry out the original intent of the Parties as closely as possible in an acceptable manner so that the purposes contemplated hereby are consummated as originally contemplated to the fullest extent possible.

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21. WAIVER

No waiver or default of any part of this Agreement by any party will be implied from any omission of such party to take action against the defaulting party. One or more waivers of any covenant, terms or condition of this Agreement by any party will not be considered to be waiver or render unnecessary consent or approval of said party of any subsequent or similar acts or omission.

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22. EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Seller: UCIL	Buyer:
Name: S. Hilgenfeldt	Name:
Designation: MD	Designation:

For and on behalf of	For and on behalf of
Seller.	Buyer

This offer is valid for 15 working days from the date of issue

Ref. Code.: XXXXXXX

Payment Terms are Non-Negotiable.

The JV agreement with XXXXXXXXX. Will be shared after the agreement is accepted and signed.

Courtesy :

Reference Code :

-------------------------------- Message Header -----------------------------------
Swift Input: FIN 700 Issue of a Documentary Credit
Sender: XXXXXXXXXXXXXX
Receiver: CIMB SINGAPORE (CIBBSGSG)
----------------------- Message Text ---
:27: SEQUENCE OF TOTAL
1/1
:40A: FORM OF DOCUMENTARY CREDIT
IRREVOCABLE NON-TRANSFERABLE
:20: SENDER'S REFERENCE

:31C: DATE OF ISSUE
XX.XX.XX
:40E: APPLICABLE RULES
UCP LATEST VERSION
:31D: DATE AND PLACE OF EXPIRY
XX.XX.XX (SINGAPORE)
:51A: APPLICANT BANK
XXXXXXXXXXX
XXXXXXXXXX
:50: APPLICANT
XXXXXXXXXX
XXXXXXXX
:59: BENEFICIARY
XXXXXXXXXXXXXX
:32B: CURRENCY CODE, AMOUNT
USD X,XXX,XXX.XX
:39A: PERCENTAGE CREDIT AMOUNT TOLERANCE
+/-10%
:41D: AVAILABLE WITH…BY…
ANY BANK
BY NEGOTIATION
:42C: DRAFTS AT
60 DAYS AFTER SIGHT FOR FULL INVOICE VALUE
:42D: DRAWEE
XXXXXXXX
:43P: PARTIAL SHIPMENTS
ALLOWED
:43T: TRANSSHIPMENT
ALLOWED
:44E: PLACE OF TAKING IN CHARGE/DISPATCH FROM…/PLACE OF RECEIPT
ANY WORLD SAFE AIRPORT
:44F: PLACE OF FINAL DESTINATION/FOR TRANSPORTATION TO/PLACE OF DELIVERY
PORT AS PER BUYER (AWSP)
:44C: LATEST DATE OF SHIPMENT
XXXXXX
:45A: DESCRIPTION OF GOODS
XXX kilograms of Gold Dore Bars 22+ Carats

:46A: DOCUMENTS REQUIRED:

PAYABLE 60 DAYS AFTER SIGHT FOR 100PCT OF CREDIT VALUE

+SIGNED COMMERCIAL INVOICE IN 2 COPIES INDICATING THIS CREDIT NUMBER.

+PACKING LIST IN 3 COPIES.

+FULL SET (3/3 SET) OF AIRWAY BILLS MADE OUT TO THE ORDER OF XXXXXXXXXXXX NOTIFY APPLICANT, AND MARKED "FREIGHT PREPAID"INDICATING THIS CREDIT NUMBER.
+ CERTIFICATE OF ORIGIN ISSUED BY THE AUTHORIZED LOCAL INSTITUTION

:47A: ADDITIONAL CONDITIONS

1. DOCUMENTS MUST BE PREPARED IN ENGLISH
2. UNAUTHENTICATED ALTERATIONS ARE NOT ALLOWED
3. DOCUMENTS EXCEPT SHIPPING DOCUMENTS DATED AND SIGNED IN FIELD 46A PART A BEFORE LC ISSUING DATE IS ACCEPTABLE
4. SHIPPING DOCUMENTS IN FIELD 46A BEFORE LC ISSUING DATE IS NOT ACCEPTABLE
5. T/T REIMBURSEMENT ALLOWED
7. THIRD PARTY DOCUMENTS ARE ACCEPTABLE EXCEPT FOR THE BILL OF EXCHANGE AND COMMERCIAL INVOICE
8. CHARTER PARTY BILL OF LADING IS ACCEPTABLE
9. BOTH QUANTITY AND AMOUNT 10PCT MORE OR LESS ARE ALLOWED
10. SPELLING AND TYPOGRAPHICAL ERROR AND DIFFERENCES IN SUCH NATURE BETWEEN BANK AND BENEFICIARY ISSUED DOCUMENTS SHALL NOT BE DEEMED DISCREPANCIES PROVIDED THAT THE INTENT IS CLEAR FROM IT'S CONTENT.

:71B: A. ALL BANK CHARGES OF THE BENEFICIARY'S BANK SHALL BE BORNE AND PAID FOR BY THE BENEFICIARY.
B. ALL BANK CHARGES OF THE LC APPLICANT'S BANK AND SHALL BE BORNE AND PAID FOR THE APPLICANT.

:48: DOCUMENTS MUST BE PRESENTED WITHIN 21(TWENTY-ONE) DAYS FROM B/L DATE BUT WITHIN THE VALIDITY OF THIS CREDIT.

:49: CONFIRMATION INSTRUCTIONS
CONFIRMATION FROM STANDARD CHARTERED SINGAPORE

:78: INSTRUCTION TO THE PAYING BANK

1. ALL DOCUMENTS PRESENTED ARE TO BE DISPATCHED TO US XXXXXXXXXXXXXXX A IN ONE LOT VIA REGISTERED COURIER SERVICE
2. UPON PRESENTATION OF DOCUMENTS IN FIELD 46A COMPLIANCE WITH THE TERMS OF THIS CREDIT, WE SHALL UNDERTAKE AS PER YOUR INSTRUCTION AT MATURITY DATE.
3. UPON RECEIPT OF DOCUMENTS IN FIELD 46A IN COMPLIANCE WITH THE TERMS OF THIS CREDIT, WE WILL HONOR AS PRESENTING/NOMINATED BANK'S INSTRUCTION.

72: UCP LATEST VERSION

FACSIMILE, SCANNED OR E-MAIL SIGNATURES OF THIS AGREEMENT ARE CONSIDERED LEGAL AND BINDING.

******************************ENDOF THIS DOCUMENT************************