# CONTRACT FOR THE SALE AND PURCHASE

## OF AURUM UTALLUM (AU)

**ENTERED INTO BY AND BETWEEN**

**THE SELLER**

**Company:**

**Registration Domicile:**

Address:

**Represented By:**

Title:

Phone:

Fax:

Email:

(hereinafter referred to as “The Seller”)

and

**THE Buyer**

**Company:**

**Registration Domicile:**

Address:

**Represented By:**

Title:

Phone:

Fax:

Email:

(hereinafter referred to as “The Buyer”)

**DATED: 12 November 2010**

Sellers’s Code:

Buyer’s Code:

***WHEREAS,*** The Seller with full corporate authority and responsibility certifies, represents, warrants and make an irrevocable firm commitment that he can fulfill the requirements of this agreement to sell and provide the commodity herein mentioned in a timely manner, under the terms specified and agreed upon by the signatures hereafter,

***Whereas,*** the Seller warrants with full responsibility, under penalty of perjury or fraud, that he is legally has in his own possession or has the authority to sell and deliver the commodity specified hereinafter, free from any liens or encumbrances having no criminal or illegal origin.

***WHEREAS,*** The Buyer with full corporate authority and responsibility certifies, represents warrants and make an irrevocable firm commitment that they can purchase the commodity herein mentioned in a timely manner, under the terms specified and agreed upon by the signatures hereafter,

***Whereas***, the Buyer confirms with full responsibility, under penalty of perjury or fraud, that he is ready, willing and able to purchase the said commodity.

***WHEREAS*** The Seller and Buyer, each with full corporate authority, certify, represent and warrant that each can fulfill the requirements of this agreement and respectively provide the products and the funds referred to herein, in time and under the terms agreed to hereafter; and

***WHEREAS:*** The Seller and the Buyer both agree to finalize and execute this contract under the terms and conditions hereinafter set forth

***NOW THEREFORE;*** In consideration of the mutual promises, agreements, terms & conditions of this agreement, assertions and covenants herein and other good and valuable considerations, the receipt of which is acknowledged hereby, the parties hereto mutually and voluntarily agree as follows:

1. **SCOPE OF THE AGREEMENT:**
	1. The Seller, under full authority and responsibility, declares that he has the clear and qualified right to sell the Gold and he guarantees that he has the means to sell legally the Gold.
	2. The Buyer, under full corporate authority and responsibility declares that he and his associates have the full capability to purchase the Gold offered for sale and such purchase will be made with options for rolls over and extensions.
	3. Both Parties understand and agree that the Buyer’s Refinery will be used to assay the gold and provide the Assaying Report to both Seller and Buyer. Both Buyer and Seller agree to be bound by the Refinery’s Final Assay.
2. **COMMODITY SPECIFICATIONS:**
	1. **COMMODITY**: Aurum Utalium (AU)/Material
	2. **FORM**: Alluvial Gold Dust
	3. **PURITY**: Refined up to 22 Carats plus or 92% Purity
	4. **ORIGIN**: Republic of Ghana
	5. **PACKING**: Export worthy packing standard for industry
	6. **Net Selling Price:** \_\_\_\_% of 2nd LBME SPOTbased on recovered 99.995% pure refined gold.
3. **QUALITY:**

All references to kilograms in this Agreement refer to a kilogram of fine gold. The Parties agree that the delivered weight per kilogram shall be of sufficient quantity as needed in order to produce a kilogram of fine gold upon refining. If there is any mercury content in the Material, this contract shall be terminable immediately by Buyer.

1. **QUANTITY:**

The agreed upon quantity for sale to the Buyer under the terms of this Agreement shall be an initial quantity of \_\_\_\_ kilograms, then as a frequency of \_\_\_\_\_\_ kilograms per weekfor the next \_\_\_\_\_ weeks with an option to renew contract as per agreement.

1. **PRICE:**
	1. The price for each delivery shall be calculated according to the second fixing of the London Bullion Market Association on the day of the Buyer’s Final Refinery Assay. In the event the London Bullion Market Association is not operating on the day of the Buyer’s Final Refinery Assay, or only nominal quotations are being placed through the market, the determination of the price and payment may be suspended until the London Bullion Market Association resumes full and normal activity.
	2. Buyer agrees to pay Seller an agreed upon price of \_\_\_\_\_\_ Percent (\_\_\_%) less than the LBME Price as calculated under the parameters set forth in Section 5.1 per kilogram upon delivery of the Buyer’s Refinery’s Final Assay. Should this Report state less than 22 carats, the price shall then be decreased by USD $1,000 per kilogram for each carat below 22 carats (or its equivalent in percentage discount based on a mathematical formula).
	3. It is agreed between the parties that the price is calculated in U.S. Dollars based on 32.1507 Troy Ounces per 1 Kilogram.
2. **DELIVERY TERMS:**
	1. Each and every delivery shall be pre-advised by the Sellers to the Buyer two banking days in advance.
	2. The Sellers undertakes to deliver the product to the Buyer’s designated Refinery (Exhibit “A”).
	3. The Sellers shall be responsible for all costs related to the safe delivery of the product to the Buyer’s Refinery.
	4. Each and every delivery shall be accompanied by the following documents prior to arrival to ensure that the gold is properly identified once it arrives at the Buyer’s Refinery:
		1. Full Corporate Offer.
		2. Business Registration.
		3. Sellers’s passport copy and CIS.
		4. P.M.M.C. Assay Report.
		5. Certificate of Origin (Notarized).
		6. Certificate of Ownership (Notarized).
		7. Export License.
		8. Four copies of commercial invoice to the Buyer.
		9. Certificate of Insurance.
		10. Export declaration.
		11. Export intention.
		12. Packing list with box numbers, fineness, and weights.
		13. Full Airway Bill (AWB).
			1. Sellers intake submission package including:
				1. Free of Criminal Origin Disclosure.
				2. Free of Terrorist Act Disclosure.
				3. Free of Encumbrance Disclosure.
		14. Copy of tax document from country of origin, Form A2.
		15. Safe handling certification that the Materials were in control of Sellers or Sellers’s designated Representative at all times after procurement;
		16. Any and other document(s) as required and normal to this trade.
3. **INSURANCE AND EXPENSES:**
	1. Terms:The delivery terms for this Agreement shall be CIF to Buyer’s Refinery Premises, Atlanta, Georgia, U.S.A. attached as Exhibit “A.”
	2. Insurance: The Seller, at his own expense and discretion, will provide insurance coverage for each gold shipment from origin through to the Refinery and through the refining process. Policy shall cover estimated invoice value and cover all phases of handling, ground and air transport, storage, theft, fire, destruction, affects of war, etc.
	3. Expenses: The Seller shall be responsible and arrange for all logistics, applicable costs and charges for the delivery of the gold to the Buyer’s Refinery, supervised by both the Buyer & Seller and their representatives including Buyer’s Customs Broker.
4. **Right to refuse shipment:**
	1. The Seller hereby certifies that all material sent to the Buyers Refinery shall be free of hazardous substances including but not limited to beryllium, cadmium, mercury, polychlorinated biphenyl and radioactive material.
	2. Should the Seller know or suspect that the material may contain a hazardous substance; the Seller undertakes to notify the Refinery/Buyer in advance of the shipment.
	3. It is understood that the Refinery may sample and test the material for the presence of hazardous substances prior to processing.
	4. It is understood that the Refinery shall have the right to reject material which, in the Refinery’s opinion does not confirm to the description specified under Section 2.3 or is, or becomes, unsuitable or undesirable for handling, sampling and smelting whether for Metallurgical, environmental or other reasons.
	5. Material, which does not confirm to the requirements specified under Section 2.3 or is rejected by the Refinery pursuant to Section 8, shall be returned to the Seller at its cost. The Seller shall provide the Buyer with written instructions detailing the Seller’s arrangements for return of the material. Pending receipt of such instructions, it is understood that the Refinery may take action, as it considers appropriate for handling the material. Any damages suffered by the Buyer as a result thereof shall be for the Seller’s account.
	6. Any and all damages suffered by the Refinery as a result of the processing of Material containing hazardous substances shall be to the account of the Seller.
5. **PAYMENT TERMS:**
	1. The full payment shall be made to Seller’s Designated Bank Account in Exhibit “C” within a maximum of 72 banking hours after the Final Assay Report is issued by the Buyer’s Refinery and confirmed to Buyers Bank.
	2. The agreed price shall be paid in full. The payment shall be made by FedWire or SWIFT cash wire transfer to the Seller's Designated Bank Account based on the Refiner’s Final Assay Report.
	3. Final payment shall be made against presentation of the following documents:
		1. Final Assay Report issued by the Buyer’s Refinery.
		2. Commercial Invoice based on the Final Assay Report that is signed and accepted by Buyer or Buyer's representative. The said invoice will indicate the following:
			1. Purity of the Gold Alluvial Gold Dust Material.
			2. Quantity in Ounces and Kilograms.
			3. Value based on the pricing methodology in Section 5.
6. **PROCEDURES:**
	1. Buyer and Seller complete, sign and seal this agreement.
	2. Buyer will supply Seller with MT799 language (Exhibit “B”) whereby Seller will approve the verbiage within a maximum of 2 international banking days.
	3. Upon Seller acceptance and approval of the MT799 language the Seller will send to Buyer the POP (Proof of Product) documentation entailing the following:
		1. Signed Assay Report from P.M.M.C.
		2. Certificate of Ownership signed by P.M.M.C. and Notarized
		3. Certificate of Origin Notarized
		4. Passport and CIS of Seller
		5. Business Registration Certificate
		6. Full Corporate Offer
	4. Buyer/Buyer’s Bank will issue MT799 to the Seller within a maximum of five (5) International banking days after the POP is issued and All documentation is verified by Buyer/Buyer’s Bank.
	5. Shipment Commences as per contract and schedule. The Seller shall complete delivery of the Gold Dust to the Buyer’s refinery of choice in Atlanta, Georgia, U.S.A. within 2 working days from Buyer’s issuance of the MT799, and send Bill of Lading to Buyer or Buyer’s Customs Broker by express courier and electronic mail.
	6. Seller Representative will meet with Buyer’s Representative at Buyer’s Refinery in Atlanta Georgia, U.S.A. upon arrival of the Gold Dust to Buyer’s Refinery.
	7. Refinery performs the assay and smelting and provides the Final Assaying Report that will indicate the Weight and Purity of the delivered quantity and provides the same to the Seller, the Buyer and the Buyer’s Bank.
	8. Buyer and Sellers representative shall witness the procedures by Refinery to insure all procedures have been followed and actual delivery was completed to the Buyer’s Refinery.
	9. Buyer will notify the Seller’s Mandate of successful completion of events in written form and Seller will hand over all relevant documents to Buyer.
	10. Buyer pays the value of the smelted gold per contract payment terms and conditions as set forth in Sections 5 and 9.
7. **CLEAR TITLE:**

Seller confirms and warrants that the title of the Gold to be sold herein will be free and clear of all liens and/or encumbrances and Seller states that the Gold is not of terrorist and/or criminal origin.

1. **TRANSFER OF TITLE OF GOODS:**

The Title to the gold shall transfer from the Seller to the Buyer immediately upon arrival at the Buyer’s choice of refinery in Atlanta Georgia, U.S.A. and will be placed into the account of the Buyer at the refinery with the necessary documents. Provided, however, Buyer will not take legal ownership until the agreed price of the gold is paid as per this contract after final assay from the refinery.

1. **WARRANTIES:**
	1. The Seller covers the cost of transportation from the present location of the gold to the Buyer’s Refinery premises.
	2. Seller warrants that the commodity can be lifted without restrictions to anywhere in the world.
	3. The Seller and Buyer agree to accept the Assay Report from the Buyer’s Refinery.
	4. Buyer warrants to issue a MT799 confirming the readiness of the Buyer to pay for each and every lot of Raw Gold delivered on a weekly basis based on the terms and conditions of this agreement, within maximum of Seven (7) banking days after verification of the POP (proof of product) per Section 7.3.
2. **INTERMEDIARY FEES:**

The Buyer hereby undertakes to pay by wire transfer, within a maximum of Five Banking Days of the refinery’s final Assay Report, fees to the persons whose identities and percentage fees are recorded in Exhibit “D.”

1. **BANK AND REFINERY DETAILS:**
	1. The Sellers and the Buyer have the right to change their bank details and Banking co-ordinates. In such an event, the change may only be effected after express written notice to the other Party;
	2. The Buyer reserves the right to change the processing Refinery. In such an event the change may only be effected after express written notice to the other Party to the relevant change. The change however, may not change the specifications of the product as described in Section 2;
	3. The bank details of the Sellers and of the Buyer will be as per Exhibit “C” attached.
	4. The Sellers and the Buyer agree not to contact or attempt to contact the other party’s bank directly or indirectly by means of any telephonic, magnetic, electronic or computerized communication method or through any third party in any way whatsoever, including but not limited to banks and/or financial institutions, without express written notification of such proposed communication to the other party and the subsequent express written permission given by the other party.
	5. Permission from the other party will only be for the stated purpose in the written Notification and will be limited to the specific questions; request and/or intent stated in the written notification and consented to by the subsequent express written permission given by the other party.
2. **PATRIOT ACT COMPLIANCE**.

The parties shall comply with all applicable laws relating to the refining and sale of the Materials and certify to the other party that they are in compliance with the United States PATRIOT Act and its anti-money laundering policies. By initialing below the parties also covenant that they will each remain in compliance with all material laws and will notify the other party upon any notice of or actual investigation by a governmental body:

Buyer \_\_\_\_\_ Seller \_\_\_\_\_

1. **NON-CIRCUMVENTION AND NON-DISCLOSURE:**

Both Buyer and Seller acknowledge that the harm to the other party would be substantial and therefore the Seller and Buyer agree to abide by the Customary International rules of non-circumvention and non-disclosure as established by the International Chamber of Commerce in Paris, France for a period of five (5) years from the date hereof. Said Non-circumvention and non-disclosure shall include, but not be limited to communicating with each other's banks, refiners, Representatives of Buyer dealing with Customs, brokers or Seller's mandate. The understanding and accord of this subparagraph will survive until the termination of this Agreement.

1. **ELECTRONIC DOCUMENT TRANSMISSION (EDT):**

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

* 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.
1. **TERMINATION:**
	1. Buyer shall have the right to terminate this Agreement, without penalty, at any time by giving FIVE (5) days notice to the Sellers by facsimile transmission or email.
	2. Sellers shall have the right to terminate this Agreement, without penalty, at any time by giving FIVE (5) days notice to the Sellers by facsimile transmission or email.
	3. The termination shall be effective one (1) day after the notice has been given, hereinafter referred to as the “Termination Date”.
2. **DEFAULT**:

Either party may terminate this Agreement, effective immediately, by giving written notice of termination to the other party upon occurrence of any one or more of the following events:

* 1. Either party shall default in the performance of any of its obligations hereunder, or shall fail comply with any provision of this Agreement; provided, however, notwithstanding anything the contrary herein, the non-defaulting party shall specify the nature of the default(s), the defaulting party shall have 5 (five) days to cure any such default from the date of receipt of notice thereof, and upon the defaulting party’s failure to cure any such default within the aforesaid time period, this Agreement shall automatically terminate; or
	2. Either party is unable to pay its debts as and when they are due and payable; or
	3. Either party shall enter into any voluntary or involuntary bankruptcy, receivership, liquidation, dissolution or winding-up proceeding, where a trustee or similar official is appointed with respect to all or substantially all of its assets; or
	4. Either party is in material violation of any applicable laws.

The above rights of termination shall be in addition to any other rights or remedies the non-defaulting party may have at law or in equity.

The termination of expiration of the term hereof shall not affect any obligations or responsibilities outstanding hereunder on the effective date of such termination. Buyer acknowledges that title to goods remains with Sellers until such time as payment has been made.

1. **BINDING AUTHORITY:**

This Agreement is binding upon the parties hereto, their assigns and successors and is signed with full authority to act.

1. **EXCLUSIVITY OF AGREEMENT**:

This Agreement is exclusive, non-assignable and exists solely for the benefit of the named Buyer and Seller. If the Buyer desires to re-assign this Agreement to any other Third Party, then the Buyershallprovide a signedand completed copy of anyassignment, conveyance, or transfer and send same to the Seller for his approval. Any such assignment, conveyance, or transfer of this Agreement and the rights and responsibilities in connection with it by the Buyer shall be deemed valid and in full force.

1. **EXECUTION OF THIS AGREEMENT:** The terms of this Agreement shall be confirmed and signed by the Buyer and the Seller via facsimile or Email. Said executed facsimile or email shall be binding and initiates and concludes the legal liabilities between Buyer and Seller of this Agreement. By signing below, both parties abide by their corporate and legal responsibility, and execute this Agreement under full penalty of perjury.
2. **JOINT DECLARATION:**

The Seller and Buyer each declare unto one another that the gold herein for sale and the origin of the funds used for purchasing the gold do NOT contravene any of the following LAWS. "The Drug Trafficking Act of 1986"; "The Criminal Act of 1988"; "The Prevention of Terrorism (Temporary Provisions) Act of 1989"; "The Criminal Justice (International Co-operation) Act of 1990"; "The Criminal Justice Act of 1993", "U. S. PATRIOT ACT OF 2001" or any other illegal or criminal activity. Accordingly each Party to this Agreement indemnifies each other against any such allegations, which may or may not be made in the future.

1. **OTHER MATERIAL TERMS:**
	1. **Parties-in-Interest**. This Agreement shall inure to the benefit of and be binding upon the parties, successors and permitted assigns. There are no third party beneficiaries to this Agreement other than those in Exhibit “D”.
	2. **Counterparts.** This Agreement may be executed in one or more counterparts, each which shall be deemed an original, but all of which shall together constitute one and the same instrument.
	3. **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, which shall be construed as if such invalid, illegal, unenforceable provision had never been contained herein. It is the intention of the parties that if any provision of this Agreement is capable of two interpretations, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
	4. **Amendments.** Each and every modification and amendment of this Agreement must be writing and signed by all of the parties hereto. Each and every waiver of any covenant, representation, warranty or other provision of this Agreement must be in writing and signed by each party whose interests are adversely affected by such waiver. No waiver granted in any one instance shall be construed as continuing waiver applicable in any other instance.
	5. **Attorneys’ Fees.**  If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys’ fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
	6. **Governing Law.** The Parties hereby agree to settle all disputes amicably. If amicable settlement is not reached the dispute shall be submitted to the ICC for conciliation and arbitration, whose findings shall be considered final and binding upon both Parties. The place of arbitration and jurisdiction shall be in the location stated.
	7. **Sections and** **Other Headings.** The sections and other headings contained in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement.
	8. **Notices.** All notices given with respect to this Agreement shall be given in writing to be delivered in person, sent by fax or other form of rapid electronic communication, or mailed by certified or registered U.S. Mail, postage prepaid, with return receipt requested, to the parties at the following addresses, or to such other addresses as they may hereafter specify by notice as provided herein to the other party:

The Seller:

The Buyer:

Notices shall be deemed to have been both given and received (I) when delivered in person, or (ii) if sent by fax or other form of rapid electronic communication, on the first business day in the country of receipt after transmission, or (iii) if mailed, when deposited in the mail as aforesaid.

* 1. **Entire Agreement**. This agreement contains a complete statement of the agreement by and between the parties hereto with respect to the subject matter hereof, and supersedes all existing agreements among them concerning the subject matter hereof.
	2. **Force Majeure.** Buyer and Seller shall not be liable to each other or any third party, or customer of the Buyer or Seller for any delay in delivery, performance, or failure to perform or to deliver due to causes beyond its reasonable control, acts of governmental or military authority, strikes, floods, epidemics, war, riots, delays in transportation or shortages thereof, inability, due to causes beyond its reasonable control, unless attributable to the Sellers’ or Buyer’s gross negligence or willful misconduct. In the event of any such delay or failure, the date of performance/delivery shall be extended for a period time equal to the period of force majeure unless the contract has been terminated.

**(Signature Page Follows)**

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed on the date first written herein by their duly authorized signatories.

Sworn, signed, and certified under the pains and penalties of perjury.

**FOR AND ON BEHALF OF SELLER: (NAME)**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **NOTARY**

 Name:

 Title:

 Passport No:

 Country:

 Issue Date:

 Expiry:

 Email:

 Telephone:

 Mobile:

 Fax:

**FOR AND ON BEHALF OF BUYER: (NAME)**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **NOTARY**

 Name:

 Title:

 Passport No:

 Country:

 Issue Date:

 Expiry:

 Email:

 Telephone:

 Mobile:

 Fax:

**Exhibit “A”**

**Buyer’s Refinery Coordinates**

**Exhibit “B”**

**Buyer’s MT799 Language**

**Exhibit “C”**

**Seller’s Banking Coordinates**

|  |  |
| --- | --- |
| Signature: |  |
| Print Name:  |  |
| Company: |  |
| Address:  |  |
| Address: |  |
| Address: |  |
| Country: |  |
|  |

|  |  |
| --- | --- |
| Tax ID Number: |  |
| Passport Country: |  |
| Issue Date: |  |
| Expiration Date: |  |
| Phone: |  |
| Mobile: |  |
| Fax: |  |
| Email: |  |

 |

**BANK REMITTANCE ACCOUNT**

|  |  |
| --- | --- |
| BANK NAME: |   |
| BANK ADDRESS: |   |
| ACCOUNT HOLDER: |  |
| ACCOUNT SIGNATORY: |  |
| SWIFT CODE: |   |
| IBAN NUMBER: |   |
| BANK ACCT NUMBER: |   |
| ABA NUMBER: |   |
| BANK OFFICER NAME: |   |
| BANK TEL: |   |
| BANK OFFICER FAX: |   |
| BANK OFFICER EMAIL: |   |

**Exhibit “C”**

**Buyer’s Banking Coordinates**

|  |  |
| --- | --- |
| Signature: |  |
| Print Name:  |  |
| Company: |  |
| Address:  |  |
| Address: |  |
| Address: |  |
| Country: | U.S.A. |
|  |

|  |  |
| --- | --- |
| Tax ID Number: |  |
| Passport Country: |  |
| Issue Date: |  |
| Expiration Date: |  |
| Phone: |  |
| Mobile: |  |
| Fax: |  |
| Email: |  |

 |

**BANK REMITTANCE ACCOUNT**

|  |  |
| --- | --- |
| BANK NAME: |   |
| BANK ADDRESS: |   |
| ACCOUNT HOLDER: |   |
| ACCOUNT SIGNATORY: |   |
| SWIFT CODE: |   |
| IBAN NUMBER: |   |
| BANK ACCT NUMBER: |   |
| ABA NUMBER: |   |
| BANK OFFICER NAME: |   |
| BANK TEL: |   |
| BANK OFFICER FAX: |   |
| BANK OFFICER EMAIL: |   |

**Exhibit “D”**

**Intermediaries Banking Coordinates**

**FEES**

The intermediaries referred to under Section 14 within the main body of this agreement are identified hereunder. No other payments will be made.

The distribution will take place as follows:

**\_\_\_\_\_% of SPOT To Each Party Below:**

|  |  |
| --- | --- |
| Signature: |  |
| Print Name:  |  |
| Company: |  |
| Address:  |  |
| Address: |  |
| Address: |  |
| Country: |  |
|  |

|  |  |
| --- | --- |
| Tax ID Number: |  |
| Passport Country: |  |
| Issue Date: |  |
| Expiration Date: |  |
| Phone: |  |
| Mobile: |  |
| Fax: |  |
| Email: |  |

 |

|  |  |
| --- | --- |
| BANK NAME: |  |
| BANK ADDRESS: |  |
| ACCOUNT HOLDER: |  |
| ACCOUNT SIGNATORY: |  |
| SWIFT CODE: |   |
| INT. Branch NUMBER: |  |
| BANK ACCT NUMBER: |  |
| ABA or IBAN NUMBER: |  |
| BANK OFFICER NAME: |  |
| BANK TEL: |  |
| BANK OFFICER FAX: |   |
| BANK OFFICER EMAIL: |   |