

SALE AND PURCHASE AGREEMENT FOR GOLD BARS № 2017-11

This Sale and Purchase Agreement for the Gold Bars (hereinafter referred to as the Agreement) is made and entered into force on the 01 of November, 2017 between the following Parties:

Seller: «MSU COMPANY LIMITED»

Address: Mbeya P.O. Box 781, United Republic of Tanzania

Represented by: General Director Victor Joseph (hereinafter referred to as the Seller)

And

Buyer: «BAILEY TRADING LP» (SL 31323)

Address: Suite 1, 4 Queen Street, Edinburgh. EH2 1JE, United Kingdom

Represented by: Pavel Esinov (hereinafter referred to as the Buyer)

WHEREAS: The Seller agrees and guarantees to sell AU Gold Bars, (hereinafter referred to as "Gold Bars").

WHEREAS: Buyer agrees and guarantees to purchase from Seller Gold Bars at the agreed price and during the set up period.

NOW THEREFORE: In consideration of the promise and mutual covenants herein set forth, both Parties agree to the Terms and Conditions as follows.

1. SUBJECT OF THE CONTRACT

a) The Seller, under full authority and responsibility, declares that he has the capability and unrestricted right to sell the Gold Bars and guarantees that he is capable to produce, mark and provide the necessary documents for the legally export the Gold Bars from the country of origin.

b) The Buyer, under full corporate authority and responsibility declares that he and his associates have the full capability to purchase the Gold Bars to be delivered by the Seller under the terms of this Agreement and any appendices thereof.

2. COMMODITY SPECIFICATIONS

COMMODITY: Aurum Utalium (AU)

FORM: Gold Bars

QUANTITY: 1000 (one thousand) kg

STANDART: London Good Delivery

ASSAY: Assay report to be made at and by Seller's registered Refinery and will be accepted both by the Buyer and the Seller

ORIGIN: United Republic of Tanzania

PACKING: International Standard Export Package Boxes



3. PRICE

- a) The price payable by the Buyer to the Seller will be 16 (sixteen) United States Dollars (US\$) per one (1) gram of gold.
- b) The final payment must be made on the basis of the actual net weight of pure gold determined by the report of the seller's refinery.
- c) The payment shall be done from the Buyer's to the Seller's account on the basis of advance payments in accordance with the payment schedule approved by the Parties. The first and subsequent advance payments shall be effectuated by the Buyer (before the seller started to deliver) in the amount of not less than one (1) million USD.

4. DELIVERY TERMS

a) Terms of delivery for this Agreement, must be Free Carrier (FCA). The transfer of goods to the carrier must be made from the warehouse of the Refinery in the United Republic of Tanzania, in accordance with INCOTERMS 2010 in the following period:

400 kg in the period from December 2018 to July 2019;

600 kg in the period from August 2019 to March 2020;

- b) The Buyer pays the cost of transporting the Gold Bars to the Buyer's airport, including any import customs duties / duties, taxes and any other costs that must be paid as a result of the import of gold bars into the country where they will be stored.
- c) The Seller will notify the Buyer by fax or e-mail at least one (1) week in advance on the date when the Gold Bars will be shipped from the country of origin. By return fax or e-mail, the Buyer will confirm the receipt of the Seller's shipment notification.
- d) The Buyer's representative can be present, at his own expense, during the shipment of the Gold Bars from the manufacturer.

Prior to shipment of Gold Bars an independent expert company could be appointed to tests and certifies the quality of the delivered goods and their compliance with quality indicators presented in the Agreement.

The cost of an independent examination by agreement of the Parties.

5. NOTICES

Any and all notices required to be given by one party to the other party to this Agreement shall be in writing and sent by certified/recorded post to the address as stated herein and copied by facsimile or email (it is required for document

- e) Selection of the Refinery in the United Republic of Tanzania will be made by the Buyer and agreed with the Seller.
- f) The transfer of Gold Bars shall occur at the Refinery's repository. The fact of transfer shall be confirmed by the act of acceptance and transfer to be signed by the authorized representatives of the Buyer and the Refinery.
to be signed and scanned), directly to the parties referenced herein.



6. DOCUMENTS

Each shipment and delivery shall be identified with all assigned Agreement reference codes and numbers. Seller must provide the following documents to Buyer

The Seller must provide the Buyer with the necessary documents to receive and send the Gold Bars to the airport of destination of the Buyer.

7. CLEAR TITLE

Seller confirms and guarantees that the Title of the Gold Bars to be sold under this Agreement will be free and clear of any and all liens and encumbrances and Seller states that the Gold Bars is not of terrorist and/or criminal origin.

The Buyer declares hereby that the funds used in the payment of amounts owed to the Seller under this Agreement are free and clear and of non-criminal origin

8. WARRANTY

The Parties shall ensure the implementation of any accepted obligations specified in this Agreement.

9. FORCE MAJEURE

The parties hereto shall not be held liable for any failure to perform under the "Force Majeure" clause as regulated by the International Chamber of Commerce, Paris - France which clauses are deemed to be incorporated herein.

In the event of force majeure, preventing the performance of its obligations under this Agreement by one party, it shall notify the other party not later than three days after the occurrence of such circumstances, the term of the obligations under this Agreement is transferred in proportion of time during which such circumstances were in force.

10. TOTAL AGREEMENT

This Agreement supersedes any and all prior Agreements if it was agreed and signed by both parties and represents the entire Agreement between the parties. All changes, alterations or substitutions shall be permitted in writing and signed by both Parties.

11. APPLICABLE LAW AND JURISDICTION

All disputes arising from or in connection with this Contract shall be settled by means of negotiations between the Parties. The parties agree to make every effort for solving possible disputes arising from the execution and implementation of this contract in an amicable manner.

Any disputes arising out of, or in context with this Agreement or related to any Agreement concluded as a result of this Agreement shall be settled by Arbitration. The seat of the arbitration tribunal shall be under the rule of conciliation and arbitration of the International Chamber of Commerce Court of Arbitration at London, UK; the English language shall be the language of the Agreement and proceedings.

12. EXECUTION OF THIS AGREEMENT

The terms of this Agreement shall be confirmed and signed by the Buyer and the Seller by 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.

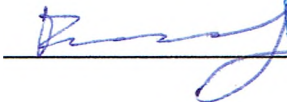



This contract is executed in 4 (Four) original copies - for two copy of the Party. The parties accept that signed copies, messages by fax and email shall have strength of right and shall be efficient.

At the same time both Parties, the Buyer and the Seller, have read and approved all conditions of the present Agreement.

For and on behalf of the Buyer, acting on the basis of the power of attorney dated May 10, 2017:

Name: Pavel Esinov

For and on behalf of the Seller, acting on the basis of the Articles of association:

Name: Victor Joseph

GENERAL DIRECTOR:




Witness:

Name: Barnaba G. Pombona

Advocate

