TEAM ROYAL LDA

OFFICE AUSTRIA

Volkmar Lewerenz - Eben 14 - 4202 Kirchschlag - Austria

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TO
SELLER OF AU ***JULY 18, 2013***

AU TRANSACTIONS

Dear Mme, dear Sir!

We are all aware, which problems might arise with shipments of gold. As long as the seller complies with the contractual agreements and doesn't send any other commodity than gold and supplies all documents in advance for consideration by the refinery, a fast ex-/ import and a rapid processing and payment is guaranteed.

We have made more than enough experience in trading with gold and diamonds during the last 10 years and know what can happen in the process between exporting and importing.

If one has wasted hundreds of thousands of US$ and if he has risked his own reputation with banks and refineries multiple times, it's understandable that he acts very careful with financial commitments, the submission of bank statements or even the release of bank details. I contend there is nothing that we would not already know by now ..... unfortunately!

In this respect we have tried to build up trust in recent years with our suppliers in Africa and Latin America, to ensure a discrete and absolutely risk-free transaction for both sides and at any time. It should be known, according to which legal rules refineries in Switzerland / Germany / Austria can operate. The mentality in our countries is quite different to some of our southern and eastern neighbours, to express myself a little cautious.

I have basically two ways to implement the sale of e.g. Ghanaian gold.

1) Do it myself - via Austria
2) Do it via my business partner with company in Accra and refinery accounts at PMMC, ASAP VASA and AA MINERALS.

Portugal Austria Russia

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South Africa Belgium Korea

These melts only provide the service, but are not responsible for the payment. In this respect there is no problem regarding belated payments by refineries, because this will definitely be arranged within 72 hours by the buyer to seller's specified account.

Disadvantages: Slightly more bureaucracy at the beginning and a comprehensive compliance.

With more than 1,000 offers per year there is no other way than to specify a standard procedure, before own people are involved in Accra in the further process. If the compliance leads to a positive result, the gold can be delivered in one of the three melts. My colleague would be responsible for his own export. The transfer of the purchase price to an account outside of Ghana should not be a problem if everything is compatible with the laws of the country.

Since Team Royal Lda. will not act as buyer in this case, we would only get a commission that would be regulated by positive compliance.

Here is the procedure for processing via the business partner:

1. Seller sends FCO together with a **qualification package** for Buyer's acceptance. This package includes:
   a. Product related evidence (e.g. certificate of ownership, assay report, etc.),
   b. Performance related evidence (e.g., background information, past performance track, export license, etc.), and-
   c. Third-party references (e.g., seller's bank letter of readiness for bank communication – see below).
2. After successful package's verification, the Buyer responds with a Letter of Intent, passport copy and other documents, which are relevant for the designated transaction.
3. Seller issues DRAFT CONTRACT and Buyer signs and returns the contract after mutual acceptance within 3 banking days.
4. Buyer's bank officer and Seller's bank officer contact each other to get assurance from each other that contract can be executed.

However, I will make no secret that I would appreciate of course the first variant via Austria, because I would have everything in my own hands. I'm not a fan of too much bureaucracy and lengthy due diligences.

I understand real suppliers who like to meet new buyers in person in Africa and who are afraid not to be paid for their commodity. However, if I would follow all invitations for meetings, a year would be too short, and that with a probability of much less than 1% that an offer can be realized. I'm going to be 60 years old and have already made my experience with the flying pests in Africa. Unless it's absolutely necessary, I do not want more repetitions. My colleague just returned from Sierra Leone with Malaria.

Meanwhile, I can say that good supplier relationships have come about through long-term persuasion. Numerous contracts were not only signed (see Appendix A), but also successfully completed to the satisfaction of all parties.

Does it make sense to insist on a guarantee of payment?

Answer: **No**, because payment is principally and always secured after fine gold was produced in the melt…. at least in our country! This "bankable" gold could be directly sold to a bank / refinery, if we would fail to fulfil the sales & purchase agreement and can't pay. Finally, the seller always remains the owner of his commodity until he has received the agreed purchase price.

We even made the experience that higher discounts associated with demands for payment guarantees mostly had no legitimate basis. The effort to find the needle in the haystack and to spend extensively time for each of the 1000 offers, would be immense. We should therefore prefer to let the facts speak, and roll out the red carpet for the first tranche delivered by the seller. We leave it to the seller to determine the delivery quantities and we have neither minimum nor maximum limits. It is up to him, to finance the export out of its own funds. If he can only afford 1 kg, it would be acceptable for us too.

Does is make sense to submit buyer's bank coordinates upfront?

Answer: No, because there is absolutely no security at all if and when delivery takes place. It must not be at the sellers themselves. The behaviour of the authorities / shipping agencies etc. is often not predictable. The visa application process and required letters of commitment (to cover all seller's possibly expenses in Europe….. what we wouldn't accept) could delay the further transaction. The bank, which would today be considered for this transaction, could already be selected next week for another transaction and could maybe temporary not be available anymore for the offered deal.

Depending on the agreed conditions, some of our alternative banks might be consulted, if necessary. We might have the same situation with simple Proof of Funds. What is available today may have been already used elsewhere tomorrow. Freezing assets, even if only for 20 days, would hinder other current affairs. Capital should move and reproduce, but not for uncertain transactions unnecessarily blocked (see comment below).

So I like to give you the below information, how a transaction can be realized in Austria, based on our standard sales & purchase agreement (see appendix A).

1. All required documents should be sent to us 3 days before arrival of the goods, for transmission to the melt.

2. The melt checks the documents and prepares the forms for customs clearance. Important is the Pro Forma Commercial Invoice (CI). This document respectively our S&P agreement will be the basis for the melt to release the refined gold to us, after full payment was done according to our contract.

3. Delivery of the goods CIF / DAP to Austria according to Incoterms codes 2010 (current) either personally or by courier (e.g. with Brinks).

4. Refinery arranges the customs clearance and verification of the gold regarding quality and weight, in order to assign the correct TARIC code.

5. Provision of the tax deferral account from the melt in favour of *Team Royal Lda*. (TR). Each item in the import would be assigned a 20% import tax, also gold until it is finished. For the refined gold the VAT is applicable.

6. Providing the EORI number, which is relating to the VAT number for the import of goods from outside the EU.

7. Shipment of goods with transport security and insurance to melt (if not "personal" deposit occurs).

8. Melting of the entire product.

9. Taking a sample from each individual melted bar.

a. These samples are chemically analyzed.

10. Further finishing the bars until they comply with international standards of purity.

11. After this refinement, the bars are individually tested with the X-ray fluorescence again.

12. Each bar gets a hallmark (die).

13. The bars are packed in boxes and sealed.

14. The melt passes the assay report to buyer and seller.

15. Within 72 hours of the submission of the assay report, payment is being made by *Team Royal Lda*. to the accounts specified by the seller (according to commercial invoice).

16. After presenting the bank certified copy of the remittance slip (SWIFT MT 103) to the seller, the refinery releases the gold to TR. Goods thus remain the property of the seller (name of the owner in accordance to ex-/import documents) until it was fully paid.

17. If TR for any reason doesn't pay the goods within the stipulated time, the melt could occur themselves as buyer and accept goods immediately. Since it is after melting at least 99.95% purity by fine gold, or "bankable gold", it could immediately be replaced by "cash" at any suitable location (bank, melt). The risk for the seller to sit on his gold and not get paid is at 0.0%.

18. All costs of the import and processing will be covered by TR.

TR and the refinery in Austria are cooperating confidently and successfully for some time. In contrast to most refineries, there are no problems in terms of delivery of goods e.g. from Africa. Provided, of course, all the import documents are in order. The fact that the refinery cares about the complete customs clearance on behalf of TR, it is also ensured that because of the close and good cooperation between the refinery and the customs there will arise no insurmountable problems for us.

Gold with a purity of 80% or less will be accepted, which would almost be rejected by most other refineries.

The Austrian melt can be described as "very flexible" and up to now, all parties could always count on their reliability. The melt acts, as already indicated above, almost as a trustee for both parties and assures a smooth transaction.

If required by the seller, the refinery can countersign our sales & purchase agreement and confirm our bullion contact in “good standing”.

The melt has a license to trade gold and to process and hallmark it, controlled by the Austrian Finance Ministry and the Austrian customs.

We hope that our comments provide a little more security and it’s clear to the seller that, whether alternative 1 or 2, the proposed transaction has no risk for him. His commodity will be paid one way or another .... and that is what should be important for him.

Your reply is welcome and we are looking forward to a trust- and successful transaction.

Best regards

18072013

TEAMROYAL
Actividades de Consultoria, Negócios e Gestão, Lda
Contrib. Nº [illegible] 954
18072013
Quinta da Palmeirinha, CERRO DA CABEÇA
C.P. 204-K - MONCARAPACHO - 8700 OLHÃO

Volkmar Lewerenz
CEO TEAM ROYAL LDA.
Austria@TeamRoyal.org

SALE AND PURCHASE AGREEMENT

AS THE SELLER

COMPANY	:	
REGISTRATION N°	:	
ADDRESS	:	
TELEPHONE	:	
EMAIL	:	
SKYPE	:	
REPRESENTED BY	:	WITH ADDRESS AT XXXXXX

AND

AS THE BUYER

COMPANY	:	TEAM ROYAL LDA., PORTUGAL
REGISTRATION N°	:	506030964, HREG 2048/20020311, CONT. NO 506030964
ADDRESS	:	OLHAO, PORTUGAL
TELEPHONE	:	+43 – 660 – 111 89 54 (AUSTRIA)
FACSIMILE	:	**+49.32.12.12.53.398**
EMAIL	:	AUSTRIA@TEAMROYAL.ORG
SKYPE	:	AUSTRIA2
REPRESENTED BY	:	DIPL. VOLKSWIRT VOLKMAR LEWERENZ, WITH ADDRESS AT EBEN 14, 4202 KIRCHSCHLAG, AUSTRIA

WHEREAS, THE SELLER, WITH FULL LEGAL AND CORPORATE RESPONSIBILITY AND UNDER PENALTY OF PERJURY, HEREBY ASSERTS AND WARRANTS THAT HE HAS IN HIS POSSESSION GOLD (AU) IN THE PHYSICAL FORM OF GOLD NUGGETS READILY AVAILABLE FOR SALE AND ABLE TO PROVIDE FORMAL AND LEGAL DOCUMENTS EVIDENCING THE EXISTENCE OF THE COMMODITY AND ITS OWNERSHIP AND HEREBY DECLARES THAT HE IS READY WILLING AND ABLE TO SELL THE HEREIN MENTIONED DORE BARS (AU) TO BE PAID IN USA DOLLARS ($) OR EURO (€), AND,

WHEREAS, THE BUYER WITH FULL LEGAL AND CORPORATE RESPONSIBILITY AND UNDER PENALTY OF PERJURY DOES HEREBY ASSERT AND WARRANT THAT HE HAS LEGAL FUNDS TO PURCHASE, DENOMINATED HEREIN AS U.S. DOLLARS ($) OR EUROS (€), WHICH ARE GOOD, CLEAN, AND CLEAR AND OF NON-CRIMINAL ORIGIN, AND FURTHERMORE, DECLARES THAT HE IS READY, WILLING, AND ABLE TO BUY THE HEREIN MENTIONED GOLD NUGGETS (AU).

NOW THEREFORE, IN CONSIDERATION OF THE UNDERTAKINGS OF THE PARTIES HEREIN CONTAINED, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1.	**PRODUCT**	:	AURUM UTALIUM (AU) **DORÈ BARS**, TO BE PROCESSED INTO REFINED GOLD
2.	**QUANTITY**	:	FIRST SHIPMENT OF **XX.0 KGS (XXXX KILOGRAMS)** AND SUBJECT TO APPROVAL OF QUALITY AND ELIGIBILITY THERE WILL BE A FURTHER SHIPMENT OF MIN. **XX.0 KILOGRAMS** EVERY MONTH FOR A CONSECUTIVE PERIOD OF 12 MONTHS.
3.	**PURITY**		XX.2% OR BETTER, 22+ CARATS.

FINAL ASSAY TO BE MADE AT THE BUYER'S GOVERNMENT REGISTERED REFINERY AND THIS VALUE WILL BE ACCEPTED BY BOTH BUYER AND SELLER.

SHOULD THE REFINERY CONFIRM A PURITY OF LESS THAN 80% (EIGHTY PERCENT), BEFORE THE FINAL ASSAY WAS MADE OR AN INACCEPTABLE CONTAMINATION OF THE DELIVERED COMMODITY, THE REFINERY HAS THE RIGHT TO REJECT THE TRANCHE.

IN CASE OF A LOWER PURITY THAN STATED IN **3.**,THE PRICE SHALL BE ADJUSTED, BASED ON A MUTUAL UNDERSTANDING OF THE PARTIES.

4.	**ORIGIN**	:	XXXXXX
5.	**LOCATION**	:	THE GOLD IS ACTUALLY DEPOSITED IN XXXXXX
6.	**PRICE**	:	**US$XX000.00** PER KG ON CIF/DAP BASIS

IF THE CURRENT MARKET PRICE (BASIS: LBMA) AT THE DATE OF DELIVERY OF THE PRODUCT INTO THE BUYER'S REFINERY DIFFERS BY MORE THAN 2% (TWO PERCENT) COMPARED TO THE CORRESPONDING MARKET PRICE AT THE TIME OF SIGNING THIS AGREEMENT OR COMPARED TO A PRIOR DELIVERY, THE PURCHASE PRICE WILL BE ADJUSTED ACCORDINGLY.

IF A DISCOUNT ON LBMA IS AGREED, WE NEED TO ADJUST THE ABOVE CHAPTER ACCORDINGLY.

7.	**PACKING**	:	PACKED IN METAL BOXES, EACH CONTAINING XX (XXXXXXXXX) KILOGRAMS.

8. DISCHARGING AIRPORT & INCOTERMS

THE FIRST SHIPMENT SHALL BE MADE TO **LINZ DANUBE AIRPORT** (AUSTRIA) ON CIF (COST, INSURANCE & FREIGHT) BASIS. AFTER POSITIVE CONCLUSION OF THE 1ST SHIPMENT, FURTHER TRANCHES SHALL BE SENT TO **XXXXX INTERNATIONAL AIRPORT** (AUSTRIA), FREE TRADE ZONE.

THE PRODUCT WILL BE SHIPPED/CONSIGNED IN THE NAME OF THE BELOW MENTIONED PARTY:

TEAM ROYAL LDA, OLHAO, PORTUGAL
ATTN. MR. VOLKMAR LEWERENZ (**PASSPORT: C4VW0F8WJ, GERMANY)**

FOR FURTHER TESTING AND ASSAY AT **(NAME OF THE REFINERY IN AUSTRIA)** *)

THE SELLER WILL BE INFORMED ABOUT THE EXACT WORDING FOR THE DELIVERY DOCUMENTS AS SOON AS HE IS READY TO PREPARE THE RELEVANT DOCUMENTS FOR THE SHIPMENT.

THE BUYER WILL SUBMIT A PROPOSAL FOR THE COMMERCIAL INVOICE TO THE SELLER ON TIME.

*) THE REFINERY WILL BE ADVISED WITHIN 3 DAYS AFTER SIGNING THIS CONTRACT, INCL. DETAILS CONCERNING THE LICENSE TO REFINE AND TO HALLMARK PRECIOUS METALS.

9. DELIVERY TERMS

(A) THE SELLER IS RESPONSIBLE FOR ALL COSTS OF TRANSPORTING THE CONSIGNMENT TO THE BUYER'S DESTINATION AIRPORT. COST OF EXPORT DOCUMENTATION FEES, TAXES AND STANDARD FEES OF COUNTRY OF ORIGIN. THE SELLER OR HIS REPRESENTATIVE WILL NOT REQUEST FROM THE BUYER ANY KIND OF UPFRONT PAYMENTS, AIR TICKETS, HOTEL CHARGES, VISA ASSISTANCE ETC.

(B) THE BUYER IS RESPONSIBLE FOR TRANSPORTING THE CONSIGNMENT FROM THE DESTINATION AIRPORT TO THE REFINERY OF CHOICE, AND FOR THE PAYMENT OF TAXES AND DUTIES IN THE CHOSEN COUNTRY OF REFINING.

(C) THE GOLD WILL BE DEPOSITED INTO THE ACCOUNT OF THE BUYER AT THE REFINERY AND ONCE THE FINAL ASSAY REPORT HAS BEEN ISSUED BY BUYER'S REFINERY, THE BUYER WILL TRANSFER THE AGREED PRICE TO THE SELLER'S BANK ACCOUNT BY SWIFT WIRE TRANSFER WITHIN 3 WORKING DAYS.

10. PAYMENTS

PAYMENT WITHIN 03 WORKING DAYS OF ARRIVAL OF THE PRODUCT AND ASSAY REPORT FROM THE REFINERY

11. DOCUMENTS

A FULL SET OF THE FOLLOWING DOCUMENTS WILL BE DELIVERED TOGETHER WITH THE COMMODITY AND PRESENTED FOR PAYMENT IN 01 ORIGINAL AND 03 COPIES:

(A) COMMERCIAL INVOICES IN FAVOUR OF THE BUYER

(B) CERTIFICATE OF ORIGIN

(C) CERTIFICATE OF OWNERSHIP

(D) LATEST ASSAY/LABORATORY REPORT [FOR INSURANCE REASONS]

(E) DECLARATION BY SELLER STATING THAT HE HAS PAID ALL THE DUTIES, CHARGES AND TAXES OR LEVIES TO THE RELEVANT AUTHORITIES IN THE COUNTRY OF ORIGIN AND THAT THE PRODUCT IS UNENCUMBERED, FREE OF ANY LIENS, OF NON-CRIMINAL ORIGIN, TRANSFERABLE AND EXPORTABLE.

(F) EXPORT PERMIT

(G) PACKING LIST

(H) AIRWAY BILL (AWB) - FLIGHT NUMBER & DATE OF ARRIVAL

COPIES OF THE AVAILABLE DOCUMENTS SHALL BE SENT TO THE BUYER VIA EMAIL 3 WORKING DAYS BEFORE EACH DELIVERY, FOR FURTHER ACKNOWLEDGE AND ACCEPTANCE THROUGH BUYER'S REFINERY.

12. PROCEDURES

(A) SELLER ISSUES CONTRACT IN FAVOUR OF THE BUYER FOR APPROVAL AND SIGNATURE.

(B) THE SELLER WILL SIGN AND SEAL THE CONTRACT AND SEND IT TO THE BUYER, WHO WILL RETURN, SIGN AND SEAL THE CONTRACT AND SEND IT BACK TO THE SELLER BY EMAIL ATTACHMENT.

(C) IF REQUESTED BY ANY PARTY, SELLER AND BUYER EXCHANGE 02 HARD COPIES SIMULTANEOUSLY BY COURIER AND COPIES ARE DULY SIGNED & SEALED. THE FINAL DRAFT CONTRACT WILL BE CONSIDERED AS HARD COPIES UNTIL THE ORIGINAL HAVE BEEN EXCHANGED.

(D) THE SELLER WILL SEND THE GOODS TO THE BUYER'S NOMINATED AIRPORT OF DESTINATION AND CONSIGNED TO BUYER FOR FURTHER DELIVERY TO THE BUYER'S DESIGNATED REFINERY AND WILL EMAIL A COPY OF THE CUSTOMS BILL FULLY PAID AND ALSO INFORM THE BUYER OF THE AIRLINE, FLIGHT NUMBER AND ARRIVAL DATE.

(E) WITHIN 3 WORKING DAYS OF RECEIPT OF THE SHIPMENT AT THE REFINERY, THE REFINERY WILL GIVE A COPY OF THE FINAL REFINERY ASSAY REPORT TO THE BUYER WITH COPY TO THE SELLER.

(F) PAYMENT OF THE AGREED PRICE SHALL BE EXECUTED TO THE SELLER'S NOMINATED BANK WITHIN 72 HOURS OR 3 WORKING DAYS AFTER RECEIPT OF FINAL ASSAY REPORT FROM REFINERY.

13. FORCE MAJEURE

THE TIME FOR THE PERFORMANCE OF THE SELLER'S OBLIGATIONS SET FORTH IN THIS CONTRACT SHALL BE AUTOMATICALLY EXTENDED FOR A PERIOD TO THE DURATION OF ANY NON-PERFORMANCE ARISING DIRECTLY OR INDIRECTLY FROM FORCE MAJEURE EVENTS INCLUDING BUT NOT LIMITED TO FIRE, FLOOD, EARTHQUAKE, TYPHOON, NATURAL CATASTROPHE, AND ALL OTHER CONTINGENCIES AND CIRCUMSTANCES WHATSOEVER BEYOND THE SELLER'S REASONABLE CONTROL PREVENTING, HINDERING OR INTERFERING WITH THE PERFORMANCE THEREOF. THE SELLER SO PREVENTED BY FORCE MAJEURE SHALL IN REASONABLE TIME INFORM THE BUYER BY CABLE OR FAX OF THE OCCURRENCE OF FORCE MAJEURE AND WITHIN ONE MONTH BY AIRMAIL A RELEVANT CERTIFICATE ISSUED BY COMPETENT AUTHORITIES AS EVIDENCE THEREOF. IF THE NON-PERFORMANCE LASTS FOR MORE THAN THIRTY (30) DAYS, THE PARTIES SHALL IMMEDIATELY CONSULT TOGETHER IN AN EFFORT TO AGREE UPON A REVISED CONTRACT BASIS. IF THE PARTIES ARE UNABLE TO ARRIVE AT A MUTUALLY SATISFACTORY SOLUTION WITHIN 45 (FOURTY FIVE) DAYS FROM THE BEGINNING OF SUCH FORCE MAJEURE, THEN EITHER OF THE PARTIES MAY TERMINATE THE CONTRACT IN RESPECT OF THE UNEXECUTED OF THE CONTRACT.

14. 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 EMAIL, DIRECTLY TO THE PARTIES REFERENCED HEREIN FOR NOTIFICATION.
SELLER'S EMAIL :
BUYER'S EMAIL : **AUSTRIA@TEAMROYAL.ORG**

15. REFERENCE

EACH SHIPMENT AND DELIVERY SHALL BE IDENTIFIED WITH ALL APPROPRIATE CONTRACT REFERENCE CODES AND NUMBERS.

16. TITLE TO GOODS

THE TITLE TO THE GOLD SHALL PASS FROM THE SELLER TO THE BUYER ONCE THE BUYER HAS PAID THE AMOUNT STATED ON THE INVOICE INTO THE SELLER'S NOMINATED BANK ACCOUNT AND CONFIRMED BY THE SELLER'S BANK, BUT LATEST AFTER 3 WORKING DAYS. THE BUYER SENDS THE SELLER AND THE REFINERY A COPY OF THE BANK CONFIRMED SWIFT TRANSFER TO DEMONSTRATE THE TIMELY PAYMENT. THIS SHALL BE SUFFICIENT FOR THE REFINERY TO RELEASE THE TITLE OF THE GOLD TO THE BUYER.

17. **CLEAR TITLE**

SELLER CONFIRMS AND WARRANTS THAT THE TITLE OF THE GOLD TO BE SOLD HEREIN WILL BE FREE AND CLEAR OF ANY AND ALL LIENS AND/OR ENCUMBRANCES AND SELLER STATES THAT THE GOLD IS NOT OF TERRORIST AND/OR CRIMINAL ORIGIN.

18. **APPLICABLE LAW AND JURISDICTION**

(A) ANY ACTION OR LEGAL PROCEEDING RELATED TO THIS AGREEMENT SHALL BE ADJUDICATED UNDER THE LAWS AND VENUE OF THE INTERNATIONAL CHAMBER OF COMMERCE (ICC) LONDON, UNITED KINGDOM AND CONDUCTED IN ENGLISH.
(B) THIS AGREEMENT SHALL BE GOVERNED BY THE UNIFORM COMMERCIAL CODE AS INTERPRETED BY THE FEDERAL LAWS AND COURTS UNDER THE INTERPRETATION OF THE INTERNATIONAL CHAMBER OF COMMERCE (ICC) LONDON, UNITED KINGDOM.
(C) 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 IN LONDON, UNITED KINGDOM. THE SEAT OF THE ARBITRATION TRIBUNAL SHALL BE UNDER THE RULE OF CONCILIATION AND ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE COURT OF ARBITRATION, AND THE ENGLISH LANGUAGE SHALL BE THE LANGUAGE OF THE CONTRACT AND PROCEEDINGS.

19. **JOINT DECLARATION**

THE SELLER AND THE BUYER EACH DECLARE UNTO ONE ANOTHER THAT THE AU COMMODITY OFFERED HEREIN FOR SALE, AND THE ORIGIN OF THE FUNDS USED FOR PURCHASING THE AU COMMODITY, DO NOT CONTRAVENE: THE DRUG TRAFFICKING OFFENCES ACT 1986, THE CRIMINAL ACT 1988, THE PREVENTION OF TERRORISM (TEMPORARY PROVISIONS) ACT 1989, THE CRIMINAL JUSTICE (INTERNATIONAL CO-OPERATION) ACT 1990, THE CRIMINAL JUSTICE ACT 1993, AND THE MONEY LAUNDERING REGULATIONS 1993, OR ANY OTHER ILLEGAL OR CRIMINAL ACTIVITY, AND ACCORDINGLY EACH PARTY TO THIS AGREEMENT INDEMNIFIES EACH OTHER AGAINST ANY SUCH ALLEGATIONS, WHICH MAY OR MAY NOT BE MADE IN THE FUTURE.

20. **FACSIMILE COPIES**

THIS AGREEMENT SHALL BE ACCEPTED TO BE LEGAL AND BINDING BY BOTH PARTIES IF EXECUTED AND SENT BY FAX AND/OR EMAIL DIRECT TO THE PARTIES CONCERNED AT THE NUMBERS CONTAINED WITHIN THIS AGREEMENT.

21. **ETHICS (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 THE BUYER AGREE TO ABIDE BY THE CUSTOMARY INTERNATIONAL RULES OF NON-CIRCUMVENTION AND NON-DISCLOSURE AS ESTABLISHED BY THE INTERNATIONAL CHAMBER OF COMMERCE (ICC) LONDON, UNITED KINGDOM FOR A PERIOD OF 05 (FIVE) YEARS FROM THE DATE HEREOF AND 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 THE TERMINATION OF THIS AGREEMENT.

22. **BINDING AUTHORITY**

THIS AGREEMENT IS BINDING UPON THE PARTIES HERETO, THEIR ASSIGNS AND SUCCESSORS AND IS SIGNED WITH FULL AUTHORITY TO ACT.

23. **BANKING DETAILS**

SELLER'S BANKING DETAILS SHALL BE ADVISED ON THE COMMERCIAL INVOICE.
BUYER'S BANKING DETAILS SHALL BE ADVISED ON RECEIPT OF THE COMMERCIAL INVOICE.

24. TOTAL AGREEMENT

THIS AGREEMENT SUPERSEDES ANY AND ALL PRIOR AGREEMENTS AND REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO CHANGES, ALTERATIONS OR SUBSTITUTIONS SHALL BE PERMITTED UNLESS THE SAME SHALL BE NOTIFIED IN WRITING AND SIGNED BY BOTH PARTIES.

25. SPECIAL PROVISIONS

(A) THE SELLER WILL PROVIDE THE BUYER WITH A LETTER OF AUTHORIZATION TO OPEN THE FREIGHT/BOX(ES) IN THE PRESENCE OF A CUSTOM OFFICIAL FOR VERIFICATION PURPOSES.

(B) THE SELLER IS AWARE OF THE FACT THAT BUYER'S REFINERY IS AN INDUSTRIAL COMPANY, CONTROLLED BY THE FINANCE MINISTRY AND THE AUSTRIAN CUSTOMS.

CONSIDERING THE AUSTRIAN LAWS REGARDING SAFETY IN THE WORKPLACE, EXTERNAL PERSONS ARE FORBIDDEN TO STAY IN THE PRODUCTION PLANT DURING THE MELTING PROCESS. A MEETING WITH THE MANAGEMENT OF THE REFINERY WILL BE ARRANGED FOR SELLER'S REPRESENTATIVES ON THEIR REQUEST, IN ORDER TO PERSONALLY VERIFY THAT THE GOODS REMAIN IN THE POSSESSION OF THE OWNER / SELLER UNTIL FULL PAYMENT WAS MADE.

AFTER SUBMISSION OF THE ASSAY REPORT AND IF NECESSARY, THE PARTIES CAN MEET AGAIN IN THE REFINERY IN ORDER TO COMPLETE THE TRANSACTION.

(C) THE SELLER ACKNOWLEDGES THAT AN APPLICATION FOR ISSUANCE OF VISAS IN AUSTRIA MUST BE MADE IN ACCORDANCE WITH ***ANNEX 1***, IN WHICH THE BUYER IS ONLY WILLING TO ASSIST WITH THE **RED** MARKED PROCEDURE OF *ANNEX 1*.

(D) IF IT'S NECESSARY TO SUBMIT A FORMAL INVITATION FOR A VISIT TO AUSTRIA TO SELLER'S REPRESENTATIVES, THE BUYER IS WILLING TO DO SO, BUT WITHOUT ISSUING A STATEMENT OF COMMITMENT CONCERNING THE ASSUMPTION OF COSTS FOR TRAVEL, HOTEL, INSURANCE, ETC.. THE HOTEL RESERVATION HAS TO BE DONE DIRECTLY BY THE SELLER.

26. 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 CONTRACT. BY SIGNING BELOW, BOTH PARTIES ABIDE BY THEIR CORPORATE AND LEGAL RESPONSIBILITY, AND EXECUTE THIS CONTRACT UNDER FULL PENALTY OF PERJURY.

FOR AND ON THE BEHALF OF THE SELLER	**FOR AND ON BEHALF OF THE BUYER**
NAME: Mr. XXXXXXXX	**NAME: MR. VOLKMAR LEWERENZ**
SIGNED AND SEALED:	SIGNED AND SEALED:
....	....
DATE: 18 JULY 2013	DATE: 18 JULY 2013
PASSPORT NUMBER:	PASSPORT NUMBER:
EXPIRY DATE:	EXPIRY DATE:
COUNTRY:	COUNTRY: GERMANY

Seller’s Passport Copy

Buyer’s Passport Copy