

TEJ HOLDING LLC - Offices – CONGO

Attention: To Whom It May Concern

RE: DRAFT C.I.F. FULL CORPORATE OFFER OF GOLD DORÉ BARS (WITH ALTERNATIVES)

We hereby confirm, with full corporate responsibility and under penalty of perjury, that we, as Sellers, are ready, willing, and able, with full legal authority, to deliver and offer for sale the following quantity of Au metal (gold bars).

PRODUCT DETAILS

Product: Gold Doré Bars **Origin:** Democratic Republic of Congo (DRC) **Location:** Zambia **Quantity:** 300 kg+ total quantity (300 kg+ as trial shipment, monthly) **Purity:** Minimum 97–98%+. Final assay to be conducted at the Buyer's refinery jointly by Buyer and Seller. The assay results shall be final and accepted by both parties. **Price:** To be determined based on the prevailing LBMA quotation, taking into account the purity level confirmed after the final assay at the Buyer's refinery. Price adjustments may be applied in accordance with the assay results. **Assayer:** To be mutually agreed upon by Buyer and Seller. The assayer must be a reputable and internationally recognized company in Zambia. **Commission:** TBA **Location:** Zambia / DRC **Currency:** United States Dollars (USD) only. **Packaging:** Metal export boxes. **Monthly Delivery:** To be discussed after the successful completion of the trial transaction. **Delivery Place:** Dubai, United Arab Emirates (U.A.E.). **Contract:** To be discussed and finalized after the trial transaction. **Validity:** This SPA is valid for seven (7) working days from the date stated above.

DOCUMENTATION

The Seller shall issue the following documents to the Buyer at the appropriate stages of the transaction:

1. Commercial Invoice

2. Certificate of Origin
3. Export Permits and Licenses
4. Certificate of Ownership
5. Certificate of Taxes Paid for Export
6. Clean and legible Master Air Waybill, marked “Airfreight Prepaid”

The gold has no connection with terrorist organizations, is not of criminal origin, and is free and clear of any and all liens or encumbrances.

TERMS OF PAYMENT

Direct TT (TWT) to the Seller’s bank account within twenty-four (24) hours after the final assay report at the Buyer’s refinery. Funds must originate from overseas bank accounts. Hawala and Bitcoin are accepted, subject to Seller’s warranty.

SELLER’S WARRANTY

The Seller warrants that the product described in this SPA is in their legal possession or under their beneficial ownership, and that they have full legal authority and capacity to sell the product.

- The Buyer or the Buyer’s representatives shall have the right to inspect the goods in Lusaka, Zambia, and to take samples for initial testing at a government-approved testing laboratory or equivalent. Goods shall be sealed and ready for export.
- The Seller and/or their representative shall accompany the goods to the Buyer’s refinery for smelting, with final payment to be made after the final assay report at the destination.

PROCEDURE

1. Upon inspection and testing of the goods, the Buyer shall purchase thirty (30) kg on a cash-and-carry basis. The Seller shall pay or provide for all applicable taxes and logistical costs through their own shipping agent to ship the goods to the Buyer’s destination. Both Seller and Buyer shall accompany the goods to the Buyer’s destination; **or**

2. The Buyer agrees to collateral management in Zambia, enabling the Seller to pay taxes (6% of the total value), insurance (1.5% of the total value), freight, and other related costs.
3. **Payment:** TT wire transfer (TWT) from the Buyer's contracted and authorized account, in accordance with the Seller's instructions as defined in the SPA.

After the Buyer makes full payment for the goods to the Seller, less any agreed costs incurred, ownership and title to the product shall be released to the Buyer.

DOCUMENT EXCHANGE & COMMUNICATION

The Seller agrees that facsimile copies or electronic correspondence shall be considered legally binding and equivalent to originals. However, both Buyer and Seller may retain the option to exchange hard copies for all transactions.

The Seller shall sign and send the contract via fax or email to the Buyer. The Buyer shall countersign and return the contract via fax or email to the Seller.

NON-CIRCUMVENTION & NON-DISCLOSURE

The Seller agrees not to circumvent or attempt to circumvent the Buyer, directly or indirectly, in any current or future transaction related to this agreement for a period of three (3) years from the execution date of any contract or SPA.

TEJ HOLDING LLC.