

**Commodities International, LLC**  
**Full Corporate Offer for the Sale of Precious Metals**

---

---

**FULL CORPORATE OFFER FOR THE SALE OF PRECIOUS METALS**

This Full Corporate Offer (FCO) is by and between \_\_\_\_\_ ("Seller") and Commodities International ("Buyer"), a Massachusetts, United States of America limited liability company of 196 East Princeton Road, Princeton, MA 01541 USA. Seller represents it is duly licensed and engaged in mining and selling for export the precious commodities listed below. Seller additionally represents it meets all the legal requirements for selling and exporting the commodity(ies).

**Seller's Coordinates:**

Name of Seller: \_\_\_\_\_

Name of Person in Charge of Seller: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Seller Identification Number: \_\_\_\_\_

Type of Identification: \_\_\_\_\_

**Terms and Conditions:**

Commodity:  Gold  Silver  Platinum  Palladium  Rhodium

Form:  Dore' Bar  Nugget  Flake  Dust

Size (if in bar form): \_\_\_\_\_ gram/ounce

Quantity: \_\_\_\_\_ Kg, fully movable and free of any encumbrance with Rolls & Extensions until exhausted of full stock.

Hallmark: Internationally Accepted

Purity: \_\_\_\_\_ % fineness or better and subject to the restrictions in Annex A to this FCO.

Country of Origin: \_\_\_\_\_

Price: London Bullion Market Association (LBMA) Second Fixing

Discount: \_\_\_\_\_ % based on the Second Fixing of the LBMA.

Fees: Seller to pay fees on export side, Buyer pays fees on import side.

Delivery/Location: CIF after assay to Buyer's bullion account or other specified place of delivery (secure carrier, refinery, etc.)

Payment: Bullion Officer to Bullion Officer, Bank to Bank, Refinery to Bank electronic transfer

## **Procedure: Strict Swiss Procedures**

### **Delivery Terms:**

1. The Seller/Seller's mandate must issue a genuine, original, clean, clear, unsanitized full corporate offer (this document).
  - FCO must be signed and sealed by the Seller/Seller's Mandate **ONLY**.
  - A FCO issued by Seller/Seller's mandate must have a letter stating they have the authority to sell on behalf of the principal and must be signed and witnessed by a public notary.
  - The commodity must be in a recognized world bullion bank (safekeeping receipt, asset guarantee certificate).
2. The Buyer/Buyer's mandate submits a letter of intent ("LOI") to the Seller/Seller's mandate.
3. The Seller/Seller's mandate responds with the signed and sealed contract with full banking coordinates and an invitation for the Buyer's bullion officer to contact the Seller's bullion officer.
4. The Buyer/Buyer's mandate signs the contract and accepts the invitation of the Seller's bullion officer. The Buyer/Buyer's mandate sends a hard copy of the contract/agreement signed by both Buyer and Seller with full banking coordinates.
5. The Buyer's bullion officer initiates the contract with the Seller's bullion officer by KTT or other secure method.
6. The Seller's bullion officer will be instructed by the Seller to verify the commodity, the quantity available, and to disclose any/all liens and encumbrances attached to the metal.
7. Upon receipt of the proof of existence of the metal and the certificate of authority to sell, the Buyer will instruct its bullion officer to confirm the availability of funds to be used as payment when the metal is delivered.
8. The Buyer and the Seller agree on a window of time for exchange. The payment to the Seller will be disbursed within 72 hours after the fire assay of the metal. Commissions will be paid immediately and without delay to each appointed paymaster. The paymaster will likewise pay to the intermediaries their earned commission.

THERE WILL BE NO "MONEY OR BANK INSTRUMENTS (SUCH AS BANK COMFORT LETTERS, BANK CAPABILITY LETTERS OR LETTERS OF CREDIT) UP FRONT. PRECIOUS METAL HAS TO BE PROVEN FIRST, THEN MONEY IS TRANSFERRED. THERE WILL BE NO EXCEPTIONS.

### **Documentation:**

Seller represents the following documentation is available and shall be provided with the commodity prior to delivery:

- Safe Keeping Receipt
- Original Certificate of Deposit
- Certificate of Origin
- Certificate of Legal Ownership
- Certificate stating the commodity is:

- Free and clear of all liens and encumbrances
- Freely tradable and exportable and transferrable to any third party without restrictions anywhere in the world
- Of legal, non-criminal origin
- Has been obtained in compliance with all applicable regulations or legislation.
- Certified Weight List and Assay Report describing each Bar/Box/Bag as follows:
  - Serial Number as stamped on each Bar
  - Raw Weight as stamped on each Bar
  - Total Weight as stamped on each Bar
  - Receipt of paid custom duties and taxes
  - Export permit(s)

The complete transaction should be effected within 48 to 72 hours.

**Warranties:**

The commodity offered herein for sale is not related in any way whatsoever to any terrorist and/or criminal activities and has been obtained and maintained in the ownership and possession of Seller and is offered for sale in a way which does not violate or contravene in any way any provision of:

- The U.S.A. Patriot Act of 2001
- The U.S.A. Foreign Corrupt Practices Act of 1977 and any other law, rule, regulation, or other legally binding measure of any jurisdiction which relates to bribery or corruption
- The U.S.A. Bank Secrecy Act
- Any similar regulations or law duly enacted in the situ of the Seller.

Seller warrants the person signing this FCO is fully authorized by the Seller to make this offer and to bind the seller to a contract.

\_\_\_\_\_  
 Signature of Seller or Mandate Agent  
 (Electronic signature is acceptable)

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Passport Number and Country of Issue

\_\_\_\_\_  
 Date

## ANNEX A

### Deleterious Elements

Seller shall advise Buyer in advance prior to shipment if the Gold contains any of the following deleterious elements which exceed Iron 2.00%; Copper 10.00%, Zinc 5.00%, Lead 2.50%, Nickel 2.00%, Bismuth 0.50%, Mercury 0.20%, Arsenic 0.20%, Beryllium 0.20%, Cadmium 0.50%, Antimony 0.50%, Selenium 0.20%, Tin 0.20%, and Tellurium 0.20%.

Penalties will apply should the Gold delivered to Buyer contain levels in excess of these levels. Additional charges shall be due should the impurity content of the gold exceed these levels and will be deducted from the amount payable to Seller. Buyer and its refinery have the right to refuse acceptance of the gold.

In the following, the most common impurities in refining material are specified and limits are formulated below which the material is acceptable without additional amounts being charged to the Supplier.

These limits are to be considered as indications by Buyer and have to be re-evaluated depending on the material and the process of refining it is destined for.

Class I: Impurities, which are hazardous to personnel and environment:

<u>Element</u>		<u>Acceptable Levels</u>
<b>Radioactive</b>		<b>none</b>
<b>Mercury</b>	<b>Hg</b>	<b>none</b>
<b>Arsenic</b>	<b>As</b>	<b>max. 100 ppm</b>
<b>Cadmium</b>	<b>Cd</b>	<b>max. 100 ppm</b>

Class II: Impurities, which can disturb the refining process and as well influence the environmental protection processes:

<u>Element</u>		<u>Acceptable Levels</u>
<b>Lead</b>	<b>Pb</b>	<b>max. 2.5%</b>
<b>Tin</b>	<b>Sn</b>	<b>max. 3%</b>
<b>Selenium</b>	<b>Se</b>	<b>max. 500 ppm</b>
<b>Tellurium</b>	<b>Te</b>	<b>max. 500 ppm</b>
<b>Bismuth</b>	<b>Bi</b>	<b>max. 100 ppm</b>
<b>Antimony</b>	<b>Sb</b>	<b>max. 100 ppm</b>

There are other elements, which may be present in refining material which do not have hazardous properties or disturb the processing significantly if present in minor quantities, but may disturb the homogenization and sampling due to the fact they produce a heavy segregation when the Gold solidifies. These elements in particular are: Iron (Fe), Nickel (Ni) and Cobalt (Co). This list is not representative for all material compositions and subject to adjustment in case of necessity.

In case the Doré bars or alluvial Gold in form of powder supplied by Seller contain impurities that are deleterious to other persons or to the refining process, Buyer shall have the right to either

- Reject the Shipment; all expenses incurred by Buyer in connection with the rejected Shipment being charged against the account of Seller, or
- Ask for additional payments from Seller in order to cover any additional cost Buyer incurs in connection with such deleterious elements.