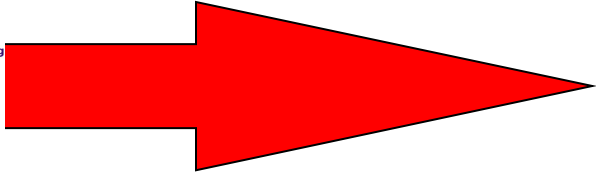


# CLIFFORD HOLDINGS TRADING N.V.

## Your Strategic Trading Partner .



### Clifford Holdings Trading NV trading as

**EPCTraders Your Global Partner in Trading & Commodities**

Company registration: 0451468682 .

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Skype: **glenferness.**  
Subject: **AU SELLERS OF NUGGETS AND GOLD BARS**  
Date: **FOR 2014**  
Attention: **ALL END SELLERS**

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## **CONTRACT FOR DELIVERY, SALE AND PURCHASE OF GOLD**

Contract Number:

Seller's Transaction Code:

Buyer's Transaction Code:  
between

Name of Seller:

Address:

Tel No.:

Skype:

e-mail:

represented by:

Nationality:

CONTNUED

CEO John Morelis, Netherlands; Global Partners: Tony Eccles, Ireland UK; David Elner, Swiss; Chrispen Saruchera ZIM/UK. Main shareholder and Managing Director Mr Jozef van Doninck, Belgium.

\*Belgium Registered Offices: Gooreindse Leunen, 21 Bus 2440. Gemeente Geel. Straat Holven 192. Geel

Passport No.:  
hereinafter called “**Seller**”  
and

Name of Buyer: Refinery

Address:  
Phone No.:  
e-mail:  
Signatories:  
Nationality:

Passport No.:  
hereinafter called “**Buyer**”

#### **WHEREAS**

Seller has confirmed to Buyer his rightful ownership of Gold in form of Bars of XX kg (hereinafter referred to as “Gold Bar”) specified under Art. 4, presently located in *Name of the country* which he is prepared to sell to Buyer under the terms and conditions of this contract, and

#### **WHEREAS**

Buyer is an internationally experienced development company in the field of industrial installations with many years experience in the field of processing of and trade with precious metals and is ready willing and able to purchase the Gold Bar under the terms and conditions of this contract

#### **IT IS HEREBY AGREED AS FOLLOWS:**

## **Art. 1 – Warranties of the Parties**

1.1 Seller declares under penalty of perjury to have unrestricted free disposal of the Raw Gold listed under Art.2 which he has legally acquired and to have the financial means for paying all export and shipment cost.

#### **CONTINUED**

1.2 Buyer declares under penalty of perjury to make all payments with funds which he has legally acquired.

## **Art. 2 – Specification and Quantity of the Gold Bar**

Type:	Bars
Fineness:	XX % minimum
Packaging:	metal boxes
Total Quantity:	unlimited
Quantity of first delivery:	XX kg
Second delivery:	XX kg
Further deliveries:	XX kg every X weeks

### **Art. 3 – Delivery Terms**

3.1 Terms (INCOTERMS 2010) and Location: DAP XXXX/Europe

3.2 Consignee shall be  
Refinery

3.3 Parties to be notified:

Refinery

### **Art. 4 – Documents**

Seller confirms that each consignment will be accompanied by the following documents:

- 1) Export documents from exporting country
- 2) Assay certificate issued in country of export
- 3) Packing List
- 4) Proforma Invoice as per Appendix 2
- 5) etc.

**CONTINUED**

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Seller undertakes to send copies of all documents to the Refinery (see clause 3.3) per e-mail or fax not later than two days before each delivery.

#### **Art. 5 – Obligations of Buyer**

- 5.1 Buyer irrevocably undertakes that the Gold Bar remains the property of Seller until Seller has received full payment of the price quoted under Art.6
- 5.2 Buyer confirms to import the Gold Bar into *Country* observing all legal regulations.
- 5.3 Buyer is taking full responsibility for Seller to receive hard copy of assaying certificate for Gold Bar not later than two banking days after delivery.
- 5.4 Buyer pays all costs which arise after delivery to the point of delivery specified under Art. 3 (VAT, insurance, customs duty, transport, assaying, bank charges)
- 5.5 Buyer undertakes to make payment of Price as per Art. 6 and Art. 7

#### **Art. 6 – Price**

The parties agree to the price to be paid by Buyer to Seller to be calculated as follows:

*Quantity of Pure Gold contained in Gold Bar delivered as per assay report of government licensed refinery times price per unit as per Second LBMA London Fixing at date of assay report certificate minus XX percent (XX %).*

#### **Art. 7 – Payment**

Buyer's bank transfers price defined under Art. 6 to Seller's account not later than three banking days after the date of each assay report issued by government licensed refinery.

**CONTINUED**

## **Art. 8 – Banking Coordinates**

### **8.1 Seller's bank :**

Bank:

SWIFT/BIC:

Name:

Bank Officer:

Tel:

Fax:

e-mail:

Account No.:

IBAN:

## **Art. 9a – Procedure for First Delivery**

9.1 Not later than three banking days prior to the shipment of cargo Seller presents documents 1-5 listed under Art. 4 to Buyer for delivery of **XXX kg**.

9.2 Seller delivers XXX kg per courier to point of delivery within XX days upon signing of contract.

9.3 Buyer imports gold into XXXXXXXXX. Seller's representative may witness import

9.4 Consignment is transported to refinery to which. Seller's representative is introduced and receives receipt as per Appendix 1.

9.5 Government licensed refinery issues receipt for Gold Bar, of which Seller's representative receives hard copy, refines Gold Bar and issues assay report within three banking day after delivery to refinery of which Seller receives hard copy.

9.6 Buyer makes payment of price specified under Art. 6 to Seller's account not later than three banking days after date of assay report of refinery.

## **Art. 9b – Procedure for further Deliveries**

9.1 Not later than two banking days after having received payment for the preceding delivery Seller notifies Buyer as to date of next delivery and sends documents listed under Art. 4 to Buyer

**CONTINUED**

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- 9.2 Seller delivers consignment to point of delivery (clauses 3.1 and 3.2). Buyer imports Gold Bar with property rights remaining with Seller until Seller has received payment of the price specified under Art. 6. Seller is entitled to witness import.
- 9.3 Consignment is transported to refinery. Seller receives receipt as per Appendix 1.
- 9.4 Government licensed refinery issues receipt for Gold Bar, of which Seller receives hard copy, refines Gold Bar and issues assay report within two banking days after delivery to refinery of which Seller receives hard copy.
- 9.5 Buyer makes payment of price specified under Art. 6 to Seller's account not later than three banking days after date of assay report of refinery
- 9.7 Procedure as per clause 9.1 to 9.5 repeats itself for all following deliveries.

### **Art. 10 – Solution of Disputes**

The parties agree to make every effort for solving possible disputes arising from the execution and implementation of this contract in an amicable manner and will resort to litigation only after such efforts have failed.

### **Art. 11 – Non Circumvention.**

Either party irrevocably agrees not to circumvent the other party by contacting third parties which have become known to them by the other party directly or indirectly and to immediately notify the other party should such an attempt be made by a third party.

### **Art. 12 – Penalty Clause**

The parties agree that in case of breach of this contract the defaulting party shall pay a penalty of 10% of the value of the concerned delivery but at least US-\$ 100.000,00 to the aggrieved party immediately upon the latter's demand. Breach of Contract means:

In case of Seller: Violation of Art. 1.1 and of Art. 2, Art. 3, Art. 4, Art. 11

In case of Buyer: Violation of Art. 1.2 and of Art. 5, Art. 11

**CONTINUED**

**Art. 13 – Validity of Documents**

The parties acknowledge the legal validity of documents transmitted by fax, all documents bearing the transmitting party’s fax number or by e-mail. Should one party insist on a hard copy, the other party is obliged to send such by registered air mail or courier not later than two working days after having received the request.

**Art.14 – Term of Contract**

The contract commences with its being signed by both parties and terminates with the delivery of and payment for the total quantity as per Art. 2.

**Art. 15 – Applicable Law and Venue**

This contract is subject to the laws applicable at the venue. Venue shall be, at the choice of the plaintiff, either the court having jurisdiction at the domicile of the defendant or of the plaintiff or .....

Place:	Place:
Date:	Date:
For Seller:	For Buyer:
Name:	Name:
Nationality:	Nationality:
Passport No.:	Passport No.:
Signature:	Signature

**CONTINUED**

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**APPENDIX 1 to Contract No.**

Text of Safekeeping Receipt and Confirmation of Property Rights

*QUOTE:*

*Buyer:*

**To: Name and address**

**Ref: Contract No.**

**SAFEKEEPING RECEIPT AND CONFIRMATION OF PROPERTY RIGHTS**

We, herewith, confirm to have received from you the following merchandise:

Commodity:	Raw Gold etc
Form:	bars etc
Fineness:	as per Assaying Certificate of refinery
Quantity:	

which was delivered to us on: .....

We confirm our obligation to have the Raw Gold assayed regarding quantity and fineness by a government licensed refinery or assay office with subsequent purchase and payment according to the above contract with property rights remaining with you until you have received payment of the price specified under Art. 6 of the above contract.

Place:

Date:

**Buyer:**

Signature

**CONTINUED**

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**UNQUOTE:**

**Appendix 2 to Contract No.  
Specimen of Proforma Invoice**

On Seller's Letterhead

To:  
Refinery

EORI Nr:

UID-Nr.:

DAP

PROFORMA INVOICE NO: .....

Date.....

Commodity :

Raw Gold / Gold in Rohform zu nicht monetären Zwecken zur Analyse und Verarbeitung bei der XXXXXXXXXXXXXXXX in YYYYYYYYYYYY.

Raw Gold for non-monetary purposes for analysis and processing at the XXXXXXXXXXXXXXXX in XXXXXXXXXXXX

Taric Code:

Quantity: XX.000 gram

Fineness: .....%

Unit price: US-\$ XX,00./gram x quantity

**CONTINUED**

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Total: US-\$

Sub-total: US-\$

Tax: US-\$ 000.00

Total: US\_\$

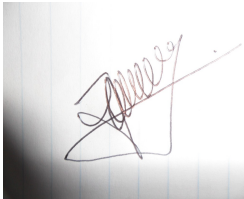
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## Sign and Seal

**Yours sincerely,**  
**John Morelis CEO.**  
[john@cliffordholdingstrading.com](mailto:john@cliffordholdingstrading.com)

A handwritten signature in blue ink, appearing to read 'John Morelis', is written over a grey rectangular background.

*For and on behalf of refinery*