



Our Ref: **DRC/SEC/LEGAL/56348/2026**

Date: **Tuesday, September 11, 2026**

PRIVILEGED INFORMATION.

VERY URGENT, PRIVATE AND CONFIDENTIAL.

Dear Sir/Madam,

RE: SALES AGREEMENT FOR 1,000 KILOGRAMMES OUT OF THE CURRENT TWO THOUSAND (2,000) KILOGRAMMES OF GOLD DORE BARS – 99.99% PURE, 24 KARATS FINNESS.

DRC GOLD TRADING SA, formerly known as *Primera Gold DRC SA*, is a Congolese State-owned enterprise established by the authorities of the Democratic Republic of Congo to improve governance of the Congolese gold mining sector. The Company's activities aim to combat mining fraud and smuggling in the artisanal and small-scale gold sector, channel production into the formal market, and establish clean and conflict-free supply chains.

The state-owned enterprise is a suitable response to decades of insecurity fueled by illicit artisanal and small-scale gold mining and trading activities in eastern Democratic Republic of Congo (DRC). To materialize its response, the Government of the DRC created the Specialized Centre for the Purchase, Marketing and Export of Gold from artisanal mining, CSACEO for short, by **DECREE NO. 22/48 OF 30 DECEMBER 2022**, the management of which was entrusted to **DRC GOLD TRADING S.A.** To date, all these initiatives have led to investment on **A NEW CERTIFIED STATE REFINERY – DRC GOLD REFINERY S.A.**

Achievements of DRC GOLD TRADING SA AND DRC GOLD REFINERY SA:

- Establishment of a Conflict-Free Supply Chain
- **DRC GOLD TRADING S.A** has mastered its supply chain from the extraction pits to export via the Specialized Purchasing, Marketing, and Export Centre (CSACEO),
- Ordered transport routes from extraction to export,
- Conducting Due diligence in compliance with the OECD Guidelines, the International Conference of Great Lakes Region (ICGLR) Regional Certification Mechanism, and The Democratic Republic of Congo (DRC) mining legislation,
- Control of Supply Chain Actors.
- **DRC GOLD TRADING SA AND DRC GOLD REFINERY S.A** has successfully established a vertical supply chain comprised of: (a) Buyers and (b) Traders,

VISION MISSION EXPECTED RESULTS:

VISION:

To become the Regional Leader in Responsible Artisanal Gold, a Pioneer in the Export of Ethical Gold in the DRC and the Great Lakes Region through Integrated, Conflict-Free Supply Chains that Benefit Local Communities and the National Economy.

MISSION:

To Structure the Artisanal Gold Sector, Integrate Artisanal Production into the Official Supply Chain via Modern Traceability, while Combating Fraud and Money Laundering, to Strengthen State Revenue and the Congolese Middle Class. We position Congolese gold as a global benchmark, multiplying state revenues tenfold through full traceability of financial flows and secure management of mining areas, radically limiting the financing of conflicts.

MINING CO-OPERATIVES REPRESENTING ARTISANAL MINERS AS WELL AS BANKING OF PAYMENTS AND SUPPLIERS:

DRC GOLD TRADING S.A AND DRC. GOLD REFINERY S.A has banked its supplier payments to strengthen the traceability, transparency, and security of financial flows.

This system has made it possible to:

- Control the origin and destination of financial flows;
- Trace capital repatriations via banks;
- Combat money laundering in the artisanal Gold sector.

Expected Results of DRC GOLD TRADING SA AND DRC GOLD TRADING SA:

- Strengthening competitiveness in the consumer market for gold from the DRC;
- Increased state revenue from the gold sector, ten times greater than in the last Twenty Five (25) years;
- Upstream and downstream transparency in the flow of financial resources within the gold sector and around artisanal mining areas;
- Mastery of mapping productive artisanal gold mining areas and the actors in the supply chain;
- A significant reduction in the sources of funding for armed groups and a strengthening of the fight against insecurity in the eastern provinces of DRC.

DRC GOLD TRADING S.A AND DRC GOLD REFINERY S.A plans to absorb the Forty Eight (48) Tons of Gold that bypass the official DRC supply chain each year. To achieve this, it has:

- a) Expanded its gold supply network to other provinces besides South Kivu, such as Bas-Uélé, Haut-Uélé, Ituri, North Kivu, Maniema, and Tanganyika;
- b) Combating mining fraud in countries bordering the DRC;
- c) Tracing financial flows within the gold marketing channels.

DRC GOLD TRADING S.A has employed professional hardworking staff coupled by the fact that on 12th March 2026, **DRC GOLD TRADING S.A** officially launched a **STATE REFINERY (DRC GOLD REFINERY S.A)** that aims at refining the Gold Dore Bars so as to effectively support **THE LOCAL ARTISANAL MINERS & COOPERATIVES**. This explains the very reason as to why all our Gold products are of high grade, bearing quality of **99.99% PURITY WITH 24.00 KARATS**, as you will see from the assay/test pictorial below:



INTERNATIONAL SALES AND PURCHASE AGREEMENT (ISPA)

THIS INTERNATIONAL PRIVATE SALE AGREEMENT FOR GOLD AND PRECIOUS METALS ESTABLISHES THE COLLABORATIVE COVENANT ("CONTRACT") BETWEEN **THE RECIPIENT:** _____ **HOLDING** _____ **PASSPORT NO.** _____ **REPRESENTING** _____ **(BEING THE BUYER)**, PARTY ONE, AND ANTOINE KAZADI MUKADI **HOLDING DRC PASSPORT NO.** OP1544919 **REPRESENTING: DRC GOLD TRADING SA**, THE END SUPPLIER, AND A STATE AGENCY IN CHARGE OF REGULATION OF GOLD MINING AND TRADING SECTOR, PARTY TWO.

PARTY ONE:

RECIPIENT :
TITLE :
COMPANY :
ADDRESS :
COUNTRY :
TELEPHONE NO :
E-MAIL ID :

PARTY TWO:

SUPPLIER NAME : MARVHEG GOLDMINES
TITLE : MANAGING DIRECTOR – INTERNATIONAL CONTRACTS.
COMPANY : DRC GOLD TRADING SA
ADDRESS : RIVER TOWER AV. DE LA MISSION NO. 4260/B
GOMBE KINSASHA, DEMOCRATIC REPUBLIC OF CONGO.

CLEARING AGENT: KHEMER IMPORT AND EXPORT GOLD TRADING CO. LTD
EXIT AIRPORT WILL BE JKIA (KENYA) – EAST AFRICA.

PRODUCT SPECIFICATIONS:

PRODUCT : Dore Gold Bars
PURITY : 99.99% or 24.00 carat (to be refined to 99.99% or 24 Karats)
QUANTITY : One Thousand (1,000) Kilograms of Gold Bars, out of the current 2,000 Kgs, which is intended for purchase from **DRC GOLD TRADING SA**, in a platform that enables **THE BUYER** pay **DRC GOLD TRADING SA** in full, after refining and selling the same in his/her preferred destination. Subsequent sale shall be agreed upon between the two (2) parties in a consultative detailed process.

SELLER PRICE Twenty Five Percent (25%) Discount below official LBMA Price, 2nd "P.M" Fixing in the currency of U.S Dollars Per Kg – NET Price.
COMMISSION TO FACILITATORS IS PROTECTED BY NCNDA/IMFPA.

FREIGHT PAYMENT **THE BUYER** will directly & independently be required get in touch with any of the following International Private JETS to book and fully pay for the flight hire, so as to obtain the **Confirmed Private JET Booking Reference Number (CPJBRN)** which is required by The Kenyan Customs Laws to be able to process Export Documents:

NAME OF THE PROPOSED/PREFERRED AIRLINE	OFFICIAL WEBSITE	NAIROBI CONTACTS
Emirates Executive Private JET (Customer Care) Nairobi	www.emirates-executive.com	KINDLY GOOGLE/SEARCH THE AIRLINE NAMES TO GET THE RIGHT CONTACT TO BE USED FOR YOUR ENQUIRY.
Emirates Sky Cargo (Nairobi Private Jet Office)	www.skycargo.com	
Qatar Executive Private JET Company Limited	www.qatarexec.com.qa	
Etihad Airways Nairobi Office (Customer Care)	www.etihad.com	

OR ANY OTHER PRIVATE JET THAT THE BUYER PREFERS, IN ACCORDANCE WITH SECTION 1.2.1 TERMS.

THE BUYER IS HEREBY NOTIFIED THAT: All Government State Taxes, Customs Handling Charges and full Storage Fees shall be paid for by **THE SELLER – DRC GOLD TRADING SA.**

FINAL PAYMENT: Final Payment after the Gold is refined at **THE BUYER's** Refinery shall be made to the Lawyer's Escrow Agent managing DRC's Trust Account which details shall be provided after signing the Contract.

FINENESS : Twenty Four Point Zero Zero (24.00) Karats, 99.99% Purity

ORIGIN : **EAST AFRICAN COMMUNITY (EAC) – KENYA.**

PACKING : Ten (10) international standard export package boxes.

TRIAL LIFT : In order to establish business relationship **THE SELLER** commits to process an initial lift totaling to One Thousand (1000) Kilogrammes of Gold Dore Bars destined for Sale to generate **A TOTAL OF NINETY SEVEN MILLION, TWO HUNDRED & EIGHT THOUSAND, FOUR HUNDRED AND TWENTY TWO POINT FIVE ZERO (\$97,208,422.50) U.S DOLLARS ONLY (NET). THIS AMOUNT EXCLUDES THE COMMISSION THAT HAS BEEN ALLOCATED TO THE FACILITATOR GOVERNED BY NCNDA/IMFPA.**

NON-CLEAN METAL.

- v Each shipment shall be delivered with gold that does not contain quicksilver.
- v If any quicksilver is found before refining at the Recipients' Refinery, the gold shall not be accepted, and the Supplier hereby guarantees to deliver fine gold only under this contract. The same process is applied to gold with the Hallmark Stamp, all of which has to be refined at the gold refinery to obtain the final assay report.

CLAUSE 1.1: CUSTOMS COMPLIANCE AND DICTATES TO CONSIGNEE AND THE JET.

In adhering to the East African Customs Export Rules requiring that both The **CONSIGNEE** or his/her Representative and **The BUYER'S** Private JET Company, be present at the Cargo Warehouse for Pre-shipment Assay, Testing and Sealing of the boxes, The Parties are advised to be available in Kenya for this mandatory regulatory exercise. Each party shall independently take care of their travel and stay/accommodation expenses.

CLAUSE 1.2: SHIPPING OF THE HIGH VALUE CARGO FROM KENYA TO DESTINATION

Payment of Stipulated Export Taxes, Statutory Costs, Customs handling Charges and all fees associated with Warehouse Storage Facilitation, shall solely be settled by **THE SUPPLIER (DRC GOLD TRADING SA)** so as to produce Customs Export Documents in the name of **THE BUYER**. In order to be able to print Official Export Documents, a **CONFIRMED PRIVATE JET BOOKING CONFIRMATION NUMBER (CPJBRN)** must be sent by **THE BUYER TO THE CLEARING AND FORWARDING AGENT ON RECORD – KHEMER IMPORT AND EXPORT GOLD TRADING COMPANY LIMITED – AN AGENCY THAT IS ACCREDITED TO HANDLE CARGO CLEARANCE FROM CARGO CENTRE, JOMO KENYATTA INTERNATIONAL AIRPORT (HKJK/NBO).**

CHARGES FOR THE HIRE OF PRIVATE JET FROM EMIRATES EXECUTIVE PRIVATE JET OR THEIR REGIONAL AFFILIATED PRIVATE CHARTERS SHALL BE PAID FOR BY THE BUYER – ONLY AFTER SATISFACTORY ASSAY TEST IS DONE BY THE AIRLINE'S INDEPENDENT SECURITY AND SERIALIZED SEALS PLACED ON THE BOXES. THE ABOVE "CPJBRN" IS VERY CRITICAL TO THE PRODUCTION OF ALL EXPORT DOCUMENTS.

INSURANCE COVER PROCESSING:

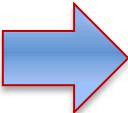
At the time of making payment to **THE BUYER'S** Preferred Airline to provide Private JET's Confirmed Private JET Booking Reference Number (CPJBRN), **THE BUYER** undertakes to instruct his/her preferred Airline to organize fully insured/assured secure pick-up of the Gold by taking corporate responsibility for the High Value Cargo from The Warehouse's Exit Point to the Private JET's Loading Bay. **THE AIRLINE MUST PROVIDE HIGH VALUE CARGO AIRBORNE INSURANCE POLICY COVER WHILE THE GOLD IS AIRBORNE – WHICH SHALL BE PAID FOR BY THE BUYER AND NOT THE SELLER.** Pick up of the GOLD DORE Bars from the Warehouse to Airline's Loading Bay **SHALL** strictly be done by the Airline's Private Security, as long as Brinks or G4S are not involved.

INITIAL OFFICIAL GOLD PRODUCT VIEWING, TESTING, ASSAY AND SEALING:

The Gold will only be availed for viewing, testing and sealing after this ISPA is duly signed. The said process of availing the Gold shall be made by **CUSTOMS** after **THE BUYER** procures the services of an **ACCREDITED AIRLINE'S XRF ASSAY TESTER AND PLACING AIRLINE, CONSIGNEE, SECURITY AND CUSTOMS SEALS. AS REQUIRED BY KENYAN CUSTOMS LAW, THE BUYER SHALL PAY FOR QUALITY ASSESSMENT (ASSAY) PLUS SEALING SERVICES TO THE AIRLINE. BELOW ARE THE CHARGES:**

- **CONSIGNEE, AIRLINE & SECURITY SEALS:** \$100USD Per Seal. Serial Numbers shall be submitted to the Clearing Agent by **THE BUYER** to facilitate release of the Valuable Cargo for viewing & sealing.
- **Hire of the Official Customs XRF Gun Services from Emirates:** \$3,000 USD FLAT RATE. **ONLY ACCREDITED AIRLINES (EMIRATES/QATAR/ETIHAD) OR TRANSGUARD ARE ALLOWED TO TEST THE HIGH VALUE CARGO AND WITNESS SEALING AS REQUIRED BY CUSTOMS LAWS.**

1.2.1 THE PRIVATE JET CONDITIONS THAT MUST STRICTLY BE OBSERVED BY THE BUYER:

- a) **THE PROPOSED PRIVATE JET COMPANY MUST SHOW PROOF** that they have (*indeed*) transported similar cargo to destinations such as The United Kingdom, Australia, Europe, Asia or The United States of America (USA). They are required to disclose to **DRC GOLD TRADING S.A AND DRC GOLD REFINERY S.A – SPECIFICALLY THE RISK AND COMPLIANCE DEPARTMENT, THEIR WELL-DOCUMENTED CAPACITY AND EXPERIENCE IN HANDLING SENSITIVE CARGO SUCH AS GOLD.**
- b) **THE SAID PRIVATE JET COMPANY**, which shall **SOLELY** be proposed **BY THE BUYER, MUST** agree to pen-down an undertaking stating that, *“should the consignment be diverted mid-air; the company shall fully be held responsible”*.
- c) **THE PROPOSED PRIVATE JET COMPANY MUST** be an international reputable Airline **WITH A REGIONAL PHYSICAL OFFICE/ADDRESS IN ANY OF THE SEVEN (7) EAST AFRICAN COUNTRIES.**
- d) The designated Aircraft shall fully be branded with official logo which must **CLEARLY BE VISIBLE ON THE OUTSIDE BODY. THE SELLER WILL NOT ACCEPT PRIVATE JETS FROM KENYA OR AFRICA SINCE MOST OF THEM ARE FAKE/FRAUDULENT.**
- e) **THE PROPOSED PRIVATE JET COMPANY** must hold a valid/up-to-date **MEMBERSHIP CERTIFICATE** from a reputable, recognized and respected International Aviation Body. Notably **THE NATIONAL BUSINESS AVIATION ASSOCIATION (NBAA)** – whose Headquarters is based in Washington DC (USA) - www.nbaa.org, European Business Aviation Association (EBAA) www.ebaa.org or Flight Safety Foundation (FSF) – www.flightsafety.org.
- f) **THE PRIVATE JET COMPANY MUST HAVE TWO CRITICAL CODES AND MANDATORY ACCREDITATION FROM THE KENYA AIRPORTS AUTHORITY – KAA AND CUSTOMS DEPARTMENT. NAMELY (I) HIGH VALUE CARGO SPECIAL HANDLING ACCREDITATION NUMBER AND UNWROUGHT METALS TARIFF APPROVAL CODE FOR ZONE 26 AT HKJK/NBO (CARGO CENTRE LOADING BAY).**
-  **WITHOUT THESE CRITICAL ACCREDITATION CODES FOR AIRLINES, THE SELLER CANNOT INITIATE THE PROCESS OF CLEARING THE CARGO AND PRODUCE EXPORT DOCUMENTS.**
- g) **THE BUYER'S PROPOSED PRIVATE JET COMPANY SHALL NOT BE A PARTY TO THE CONTRACT BETWEEN THE BUYER AND SELLER.** Their job shall be to permit loading of the Gold Dore Bars in the Aircraft for onward shipment to **THE BUYER'S REFINERY.**

This shall happen after receiving full export documents to be presented by **DRC GOLD TRADING S.A AND DRC GOLD REFINERY SA**, having fully paid the legally required Customs Taxes and Duties to the Kenya Government.

CLAUSE 1.3: DELIVERY ACCEPTANCE: PAYMENT TERMS/TAXES

- 1.3.1 Upon delivery of the consignment and refining of the same at **THE BUYER'S** Chosen Refinery, the BUYER **SHALL (WITHIN SEVENTY TWO HOURS) MAKE PAYMENT TO DRC GOLD TRADING SA's RETAINED COMPANY ESCROW ATTORNEY'S TRUST ACCOUNT WHICH IS BASED WITHIN THE EAST AFRICAN COMMUNITY (EAC) REGION.**
- 1.3.2 The Account (*through which the final payment shall be wired*), shall be communicated directly, by the Escrow Attorney that shall have been chosen by **THE BUYER** and approved by **THE SELLER - DRC GOLD TRADING SA.**

PAYMENT OF GOVERNMENT TAXES AND OTHER RELATED COSTS INCLUDING DOCUMENTS REQUIRED: THE SELLER SHALL PAY ELEVEN MILLION, SIXTEEN THOUSAND, NINE HUNDRED AND FIFTY FOUR POINT FIVE FIVE (\$016,954.55) UNITED STATES DOLLARS to facilitate the production of Customs Export Documents in the BUYER's name. The origin of the said documents shall be from any of the **EAST AFRICAN COMMUNITY (EAC) COUNTRIES OTHER THAN THE DEMOCRATIC REPUBLIC OF CONGO (A COUNTRY WHICH HAS INTERNATIONAL RESTRICTIONS).** **THE DOCUMENTS TO BE PRODUCED IN THE BUYER'S NAME SHALL INCLUDE:**

- a) Commercial Invoice : (3 Originals)
- b) Certificate of Origin : (1 Original)
- c) Customs Declaration Certificate : (1 Original)
- d) Original Assay Report : (1 Original)
- e) **Certificate of Movement:** - Declaring that the Gold is free, clear, is of non-criminal origin, un-encumbered, free from any liens, is transferable and exportable to final destination: (1 Original)
- f) Title/Ownership of the Gold. [*to be changed after full payment*]
- g) East African Community (EAC) Declaration Certificate
- h) Packing List
- i) **CERTIFICATE OF INSURANCE ONLY FOR THE BONDED GOLD/NOT EXIT TO FREIGHT.** **THE BUYER** is advised to ensure that the Private JET that he/she will be getting must have *ex/warehouse* to **AIRBORNE INSURANCE** cover for the Gold.

BREAKDOWN OF THE COSTS AMOUNTING TO \$11,016,954.55
Tax and related costs (8.5 %) X LBMA taxable price: \$129,611.50 X 1,000 Kilogrammes

IMPORTANT POINT TO NOTE:

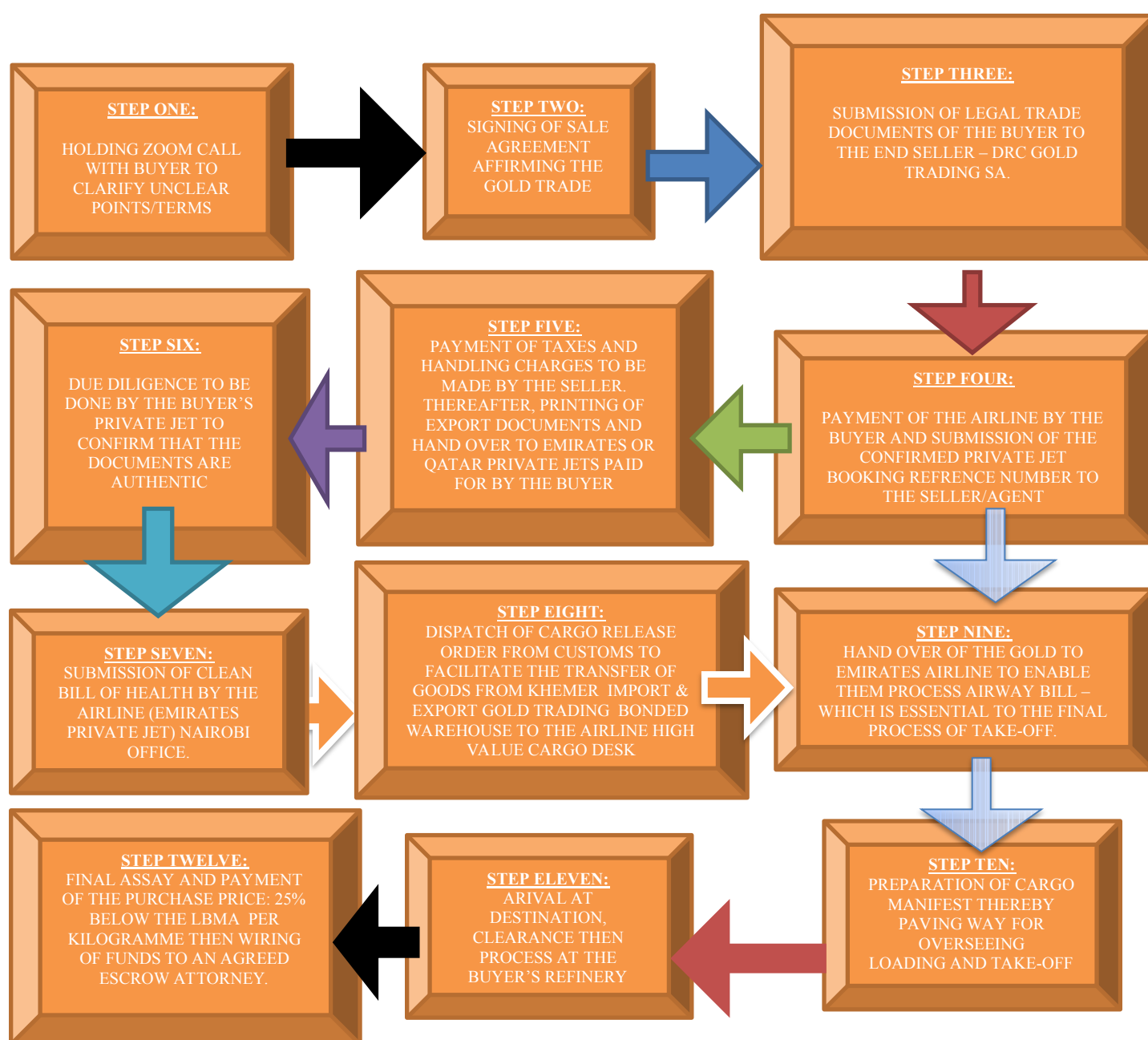
- a) Payment of Mandatory Export Taxes mentioned hereabove (Section 1.3.12 has been agreed upon between the **[DRC CUSTOMS AND EAST AFRICAN CUSTOMS]** in a bilateral single treaty arrangement of the East African Community (EAC) where **DR CONGO** is a strategic member.
 - b) **THE BUYER** is not expected to pay for the above mentioned strategic Mandatory Charges borne in Kenya (East Africa), instead, advised to focus on payment of his preferred Private JET Hire.
 - c) **THE BUYER** must ensure that his/her preferred Private JET Company has insurance for the *exit-warehoused* Gold Bars to Cargo-on-Board so as to avoid imminent loss, while the Gold is leaving the warehouse (*collected by his Airline*) to Airborne. **THE SELLER** won't pay for Insurance of the *ex-warehouse* Gold while *en-route* to **BUYER'S** preferred destination.
 - d) The Gold shall only be transported in a Private JET. If **THE BUYER** wishes to use Emirates Sky Cargo (*General Cargo*) for shipment, which will demand that the Gold be placed under the Custody of Emirates Sky Cargo's Clearing Agent, KRA Customs Bond Cancellation Form C-26 and Cargo Transfer Form C-16 shall be filled by the **SELLER'S AGENT, TAKEN TO CUSTOMS** for Authorization. Payment of 2.5% of the Commercial Value for Customs Transfer Fees shall be paid for by **THE BUYER** and **NOT THE SELLER**, who only prefers to use exclusive JETs.
- 2.0: For purposes of ensuring that the Gold is in safe hands at destination, **THE BUYER SHALL SHARE CREDENTIALS OF THE SECURITY COMPANY AND REFINERY THAT SHALL REFINES THE GOLD. THESE LEGAL TRADE DOCUMENTS**, including Passports of Directors, shall be sent to the Clearing Agent – Khemer Import and Export Gold Trading Ltd to facilitate smooth preparation of the Cargo Manifest in readiness for take-off to the agreed destination.

Security and Refinery Companies' Critical Certificate, LBMA Stamping (999.99) Certification, Anti Money Laundering/Combating Financing of Terrorism (AML/CFT) Approvals and Import Codes will be key to the lifting of this Cargo from Kenya to **THE BUYER'S** preferred destination. As much as the Gold Bar is 99.99% Purity with 24 Karats, it is prudent for **THE BUYER** to process the same in an LBMA accredited refinery (*at destination*) before payment can be made.

Some of the documents that shall be required shall include:

NO.	CONSIGNEE'S MANDATORY DOCUMENT REQUIRED BY CUSTOMS TO BE NOTARIZED	CODE ALLOCATION AS PER KENYA CUSTOMS CIRCULAR
1.	CERTIFICATE OF INCORPORATION CERTIFICATE - "SPECIFICALLY FOR GOLD TRADING"	KCD/34/2026
2.	VALID CONSIGNEE'S RESIDENCY IDENTIFICATION COPY (IF NOT A CITIZEN)	KCD/35/2026
3.	CONSIGNEE'S IMPORT AND EXPORT CODE (IEC) - IF ANY	KCD/36/2026
4.	AE-MIRSAL 2 CODE - IN CASE THE GOLD CONSIGNMENT THAT'S DESTINED TO DUBAI	KCD/37/2026
5.	CONSIGNEE'S PROOF OF CURRENT CORPORATE ADDRESS	KCD/38/2026
6.	VALID GoAML/CFT REGISTRATION NUMBER	KCD/39/2026
7.	VALID CONSIGNEE'S COLOURED PASSPORT COPY	KCD/40/2026
8.	SECURITY CONTRACTUAL ARRANGEMENT (FOR DESTINATION) HANDLING. INCLUDE CERTIFICATES ESTABLISHING THE SECURITY BUSINESS	KCD/41/2026
9.	FEDERAL VALUE ADDED TAX (VAT) CERTIFICATE	KCD/42/2026
10.	REFINERY CONTRACTUAL PROOF - INCLUDE CERTIFICATES ESTABLISHING THE BUSINESS.	KCD/43/2026
11.	PROOF OF REFINERY'S CURRENT CORPORATE ADDRESS	KCD/44/2026
12.	GoAML/CFT REGISTRATION NUMBER FOR REFINERY CHOSEN BY THE BUYER	KCD/45/2026
13.	CONSIGNEE'S COLOURED PASSPORT-SIZE PHOTOGRAPH COPY	KCD/46/2026
14.	CONSIGNEE'S COMPANY INFORMATION SHEET (CIS) AS A PACKAGE.	KCD/047/2026

NOTE: FOR PURPOSES OF ENSURING THAT THERE WILL BE NO CHANGE OF TERMS AT THE REFINERY, THE BUYER MUST PROVIDE FULL SECURITY AND REFINERY CREDENTIALS, INCLUDING LBMA CERTIFICATION AS WELL AS THEIR IRREVOCABLE COMMITMENT TO RATIFY COMPLIANCE. THIS CONFIRMATION SHALL HAPPEN AFTER RECEIVING NOTARY/CONSIGNEE CODE FROM THE BUYER WHICH SHALL IN-TURN FACILITATE THE SELLER TO MAKE TAX PAYMENT. CONSEQUENTLY, THE CLEARING AGENT SHALL HAND OVER CUSTOMS DECLARATION FORM C-63 TO THE BUYER TO RE-CONFIRM ENTRIES BEFORE PRINTING EXPORT DOCUMENTS. NEXT, THE WAREHOUSE MANAGER PREPARE CARGO RELEASE ORDER & FORM C-16, EFFECTIVELY HANDING OVER THE GOLD TO TRANSGUARD.



- 3.0 Once the documents are ready (in *THE BUYER's Name*) **THE SELLER AND/OR LOGISTICS COMPANY**, shall officially write to **THE BUYER** seeking to have **EMIRATES EXECUTIVE PRIVATE JET OR ANY OTHER PRIVATE JET** Preferred by **THE BUYER** to collect the Cargo from Bonded Warehouse No. **B430/2005** for onward transfer to Loading Bay's Final Scan Gate so as to:
- 3.1 *Weigh the Ten (10) Boxes and take note of the Serial Numbers to make sure that the **exact weight** detailed in the Sales and Purchase Agreement is **the exact weight being shipped** to the BUYER's preferred refinery. If **THE BUYER** wishes to cancel the deal and have the Seals broken from the boxes, **THE BUYER** shall pay mandatory penalty of One Hundred (\$100) U.S Dollars Per Kilogram before the same can be removed.*
- 3.2 *Re-confirm **THE CONSIGNEE** (BUYER'S) correct details so be assured of credible consistency in clearing the goods at the country of destination – **CUSTOMS DEPARTMENT**.*
- 3.3 *Prepare Cargo/Passenger manifests that must be signed by all parties.*
- 4.0 The Gold shall then be airlifted to **THE BUYER'S REFINERY** as per the contractual terms. Upon arrival, the Precious Cargo shall be off-loaded, cleared from the port of destination and taken to the refinery for onward processing. The responsibility shall have now shifted from **THE SELLER TO THE BUYER** since he/she understands the dynamics of his/her country and refinery.

CLAUSE 5.0 : TERMS ON DISCLAIMER:

- 5.1 **THE BUYER** shall be liable for damages in cash or in any other way to the Supplier for any loss or damage of any kind due to the nature, or otherwise, including, without limitation, costs, expenses, losses and damages resulting from acts that are not SELLER's control, errors in the measurement of reports or judgment of other parties involved in transportation of the Gold Dore Bars from Kenya to the agreed destination. It is **THE BUYER's** responsibility to ensure that the transportation company (**Emirates Private JET**) secures the Cargo against imminent **LOSS** once it is loaded in **THE BUYER'S** Preferred Private JET.
- 5.2 **THE BUYER** shall equally be liable for any damage, loss or destruction of Precious Metals that has been contracted for sale - under this International Private Agreement Contract of Gold Dore Bars, resulting in loss of income or loss of profits, any special damage, punitive, incidental or consequential that accrues to **DRC GOLD TRADING S.A AND DRC GOLD REFINERY S.A** and of actions in connection with, related to, arising from the fulfillment of its obligations and duties as a miner/supplier under this Agreement, or by any other cause.
- 5.3 **THE SELLER** is only responsible for payment of Taxes and Warehouse Storage Insurance and not involved in payment of **PRIVATE JET HIRE** to lift the to the Destination Airport, whose charges that will be paid for by **THE BUYER**. Equally, **THE BUYER** will be responsible for payment of Insurance for the Gold while Airborne to his preferred destination. **THE SELLER – DRC GOLD TRADING SA** will pay the warehouse insurance cover – while the goods are in custody.

6.0 FORCE MAJEURE:

Neither Party shall be liable to the other Party nor shall it be considered as having materially violated this Agreement for delay in compliance with any term of the Agreement, when such delay is caused by elements beyond the reasonable control of the affected Parties, without limitation, fires, floods, earthquakes, natural catastrophes, embargoes, wars, acts of war (**declared or not**), acts of terrorism, insurrections, riots, strikes, acts of God, omissions or delays in acting for any governmental authority or the other Party.

7.0 AMENDMENTS:

DRC GOLD TRADING S.A AND DRC GOLD REFINERY SA, reserve the option of offering amendments to the Terms and Conditions of this Private Sales Agreement of Gold, Metals, and Precious Stones, in relation to the existing conditions and in line with the scope and its role and responsibilities in the Agreement.

8.0 FINAL PAYMENT TERMS:

PURCHASE PRICE PAYMENT shall be made in United States Dollars (USD), through the account of the Selling Company's Attorney Escrow, that is domiciled in any of the countries that form the **EAST AFRICAN COMMUNITY (EAC) BLOCK**.

9.0 DELIVERY METHOD: Emirates Executive or Qatar Executive JETs or their Partners

THE PREFERRED SECURITY COMPANY IN KENYA FOR LOGISTICS, ON BEHALF OF EMIRATES EXECUTIVE PRIVATE JET/AFFILIATES, SHALL BE TRANSGUARD, AN APPROVED AGENT FOR MOST CUSTOMS AUTHORITIES. WE WON'T ACCEPT BRINKS GLOBAL SERVICES OR G4S TO HANDLE THIS HIGH VALUE CARGO DUE TO PAST FRADULENT ACTS & BAD EXPERIENCE.

10.0 EXECUTION CLAUSE

10.1 THE BUYER agrees that upon appending his signature to this ISPA, he abides by the rules of engagement on this business. Specifically, **THE BUYER** undertakes to fully execute this contract within Fourteen (14) Days from the date of **THE SELLER'S OFFICIAL SIGNATURE**. Failure to which, **THE BUYER SHALL PAY A PENALTY OF TEN (10%) PERCENT OF THE TOTAL COMMERCIAL INVOICE VALUE WITHIN FOURTEEN (14) DAYS AFTER THE SIGNATURE IS APPENDED BY BOTH PARTIES.**

10.2 THE SELLER agrees that upon appending his signature to this ISPA, he abides by the rules of engagement on this business. Specifically, **THE SELLER** undertakes to fully execute this contract within Fourteen (14) Days from the date of **THE SELLER'S OFFICIAL SIGNATURE**. Failure to which, **THE SELLER SHALL PAY A PENALTY OF TEN (10%) PERCENT OF THE TOTAL COMMERCIAL INVOICE VALUE WITHIN FOURTEEN (14) DAYS AFTER THE SIGNATURE IS APPENDED BY BOTH PARTIES.**

11.0 TITLE OF THE GOLD DORE BARS

THE RECIPIENT CONSIGNEE SHALL take physical possession of the Gold Dore Bars upon arrival for ease of clearing of the same at the **DESTINATION AIRPORT**.

The Title of the Gold will remain with seller until full Purchase Price payment is received by **THE SELLER'S ESCROW TRUST ATTORNEY'S BANK ACCOUNT, AFTER THE GOLD IS COMPLETELY REFINED AND SOLD BY THE BUYER IN HIS OR HER PREFERRED DESTINATION.**

After the Lawyer's confirmation that the funds are already credited in his/her **TRUST ACCOUNT, THE SELLER SHALL RELEASE OWNERSHIP TITLE TO THE NEW OWNER - THE BUYER OR HIS NOMINATED PREFERRED COMPANY.**

12.0 CLEAN TITLE

THE SUPPLIER/SELLER confirms and guarantees that the Gold Dore Bars that shall be delivered to **THE BUYER** shall be free and clear of any and all liens and/or encumbrances. **THE SUPPLIER** declares that the Gold Dore bars are not of terrorist or criminal origin.

13.0 APPLICABLE LAW AND JURISDICTION / RESOLUTION OF DISPUTES.

The members voluntarily agree to go to the Organization of the offices of the United Nations, to the International Court of Justice, so that it administers, a resolutely instance, under the corresponding administration, that the participant office of the International Court of Justice corresponding in The United Nations. Additionally, The Laws of **THE DESTINATION COUNTRY** shall strictly apply.

The parties resolve and accept the dispositions established by the norms and the pacts of the Human Rights, always within the universal juridical effectiveness of the International, significant and existent right of the International Rights of the Human Beings. This International Private Agreement of Gold, Metals and Precious Stones is limited to the application of the relation of approval of the legitimate rights and legality of Humanitarian Aid and must be subject to international legal powers.

14.0 JOINT DECLARATION.

The Supplier and the Recipient declare to each other that the International Private Agreement of Metals and Precious Stones, **DO NOT CONTRADICT**: The Drug Trafficking Offenses Act of 1986, the Criminal Law of 1988, the Prevention of Terrorism (Temporary Provisions) of 1989, the Law of Criminal Justice (International Cooperation) of 1990, the Criminal Justice Law of 1993 and the Money Laundering Regulations of 1993 or any other illegal or criminal activity.

Accordingly, each party to this agreement indemnifies each other against any claim that may or may not occur in the future.

THE PARTIES AGREE TO ADAPT AND RESPECT UNDER THE LAW'S RIGHT all the terms of the CCI, The International Court of Justice, (ICJ), also called the:

- § International Court of Justice),
- § Universal System of protection of human rights of the UN, which approves the Covenants International of Economic, Social and Cultural Rights to civil society, so that society learns to demand and enforce their rights,
- § The Universal Declaration of Human Rights (UDHR) is a declarative document;
- § UN: Foundation of international human rights standards. The so-called "Malinas Codes" that cover the International Moral that collect civil, political, social, economic and cultural rights.

COPIES AND COMMUNICATIONS VIA FAX

This agreement will be accepted as legal and mandatory by both parties if it is executed and sent by fax and / or email directly to the interested parties to the numbers contained in this Agreement.

15.0 ETHICS: (NON CIRCUMVENTION AND NON DISCLOSURE).

THE PARTIES MUTUALLY AGREE to maintain the ethics of non-disclosure commitment and confidentiality of this **INTERNATIONAL PRIVATE SALES AND PURCHASE AGREEMENT OF GOLD BARS.**

16.0 AUTHORITY OF LINKAGE.

This Private International Sales Agreement of Gold Metals and Precious Stones, is mandatory for **THE PARTIES**, to appoint their assignees and successors and is signed with full authority to act freely and putting the instrumentation named.

17.0 TOTAL AGREEMENT.

THIS INTERNATIONAL SALES AND PURCHASE AGREEMENT will not be taken by parties, nor modified, nor altered in any way, nor will any other document that may be included in the entirety of this Agreement be attached.

18.0 EXECUTION OF THIS SALES AND PURCHASE AGREEMENT (ISPA).

The Terms and Conditions of this International Private Sales Agreement of Gold Dore Bars, will be Confirmed and signed by the parties. The Supplier must sign, notarize the signature, apostille, and send via Courier to the Recipient, so that the Recipient follows the pertinent procedures and attaching the original documentation, be it gold, metal, or precious stones. By signing below, both parties comply with their corporate and legal responsibility, and execute this International Private Agreement of Gold, Metals and Precious Stones under total penalty of perjury. It is not necessary that the two parties are present and each one is responsible for signing in time and form in the place they think is most convenient.

19.0 SIGNATORIES:

By signing below, both parties comply with their corporate and legal liability, and execute this International Private Agreement of Gold, Metals and Precious Stones under total penalty of perjury. It is not necessary that the two parties are present and each one is responsible for signing in time and form in the place they think is most convenient.

THE SELLER:



DR. ANTOINE KAZADI MUKADI
MANAGING DIRECTOR – IN CHARGE OF INTERNATIONAL HIGH VALUE CONTRACTS
DATE: TUESDAY, SEPTEMBER 01, 2026.

SELLER'S PASSPORT COPY:



EIGHT (38) MINING CONCESSIONS (IN TOTAL) AND 20,000 SMALL SCALE CONSORTIUM ARTISANAL MINERS. EQUALLY DRC GOLD TRADING SA HAS 14

BUYER'S EXECUTION OF CONTRACT

SIGNATURE: _____

NAME:

DESIGNATION: CHIEF EXECUTIVE OFFICER (CEO)/MANAGING DIRECTOR (MD)

COMPANY:

DATE: TUESDAY, SEPTEMBER 01, 2026

PASPORT COPY OF THE MAIN BUYER.

THE BUYER IS ADVISED THAT SHOULD THE CONSIGNEE AND/OR RECIPIENT BE DIFFERENT FROM THE MAIN BUYER, DETAILS OF THE SAID CONSIGNEE "THE RECIPIENT" SHALL BE ATTACHED TO THIS SALES AGREEMENT. EFFECTIVELY, TERMS AND CONDITIONS HEREIN SHALL BE BINDING ON CONSIGNEE/RECIPIENT.

PASSPORT COPY OF CONSIGNEE:

BUYING COMPANY STAMP:

CONSIGNEE COMPANY DETAILS:

COMPANY

NAME: _____

LICENSE NO: _____

RESIDENT COUNTRY: _____

LICENSE MANAGER: _____

CUSTOMS IMPORT CODE: _____

CONSIGNEE SIGNATURE: _____

SELLER'S CLEARING AND FORWARDING CERTIFICATE OF INCORPORATION



THE REPUBLIC OF KENYA



No. PVT-5M1L7OZJ

CERTIFICATE OF INCORPORATION

I hereby **CERTIFY** that,

**KHEMER IMPORT AND EXPORT GOLD
TRADING COMPANY LIMITED**

a **PRIVATE LIMITED COMPANY** is on this date 19 November, 2025 Incorporated under the Companies Act, 2015.



Registrar Of Companies

This is a system generated certificate

BUYER'S COMPANY CERTIFICATE OF REGISTRATION COLOUR COPY.



OTHER MINING EXTRACTION FIELDS BARRICK, ASHANTI GOLD, KASAI, ORIENTALE, KILOMOTO MINES, KIVU MINES, MANIEMA MINES, BUNIA MINES, TANZANIA SPECIAL FIELD, KAMOTO, SOKIMO MINES, GOMA EXTRACTION FIELD, SOMINCO, GECAMINE, MAI NDOMBI, SANKURU MINES, TSHOPO, UBANGI MINES, TSHUAPA MINES, KOLWEZI MINE/KATANGA MINES, NUD KIVU EXTRACTION CENTRE, UELE MINE, LISALA MINE, BUTA MINE, LUSAMBO MINE, MBUJI-MAYI, KATANGA, ISIRO MINE ETC. DRC GOLD TRADING SA HAVE THIRTY EIGHT (38) MINING CONCESSIONS (IN TOTAL) AND 20,000 SMALL SCALE CONSORTIUM ARTISANAL MINERS. EQUALLY DRC GOLD TRADING SA HAS LATEST MINING EQUIPMENT.



PICTORIALS OF THE GOLD DORE BARS THAT ARE ON OFFER

