

# GOLD SALE & PURCHASE AGREEMENT

Draft template - subject to negotiation, due diligence and legal review

This template sets out the principal terms on which COOP-CA ARTEL N°1 (the "Seller") proposes to sell, and the Buyer named below proposes to buy, investment-grade gold. It reflects the Seller's standard, transparent and lawful way of trading. It is a draft for discussion and is not a binding offer.

## 1. Parties

Seller: COOP-CA ARTEL N°1 (Societe Cooperative Avec Conseil d'Administration Alliance de Renovation du Travail de l'Exploitation des Minerais Locaux N°1), a registered cooperative in Bertoua / Yaounde, Republic of Cameroon. NIU M022317992613L; Exporter file N° IF050191; represented by its Gerant (Managing Director). Buyer: [LEGAL NAME], [registration / incorporation no.], [registered address], represented by [name, title].

## 2. Commodity and specification

Investment-grade gold of Cameroonian origin, artisanally produced and lawfully declared: [gold dore bars / refined bars], fineness [995 - 999.9], in the form and lot sizes agreed per order. Final fineness is the assayed fineness.

## 3. Quantity

Trial lot: [ ] kg. Recurring quantity: [ ] kg per month. Total contract quantity: [ ] kg. Quantity tolerance: +/- [ ]% at Seller's option, settled at the assayed weight.

## 4. Price

The price is tied to the open market: the London / LBMA spot price (AM or PM fix) on the agreed pricing date, adjusted by a differential reflecting fineness, assay and refining. Quotation currency: [USD / EUR]. The Seller does not offer below-market 'special' or 'bargain' discounts; pricing is transparent and verifiable against the live rate published at [golddiamondscameroon.com](http://golddiamondscameroon.com).

## 5. Payment

Payment by bank wire (T/T) or through a mutually agreed escrow, in staged terms: [deposit on signature] and [balance against accepted final assay and shipping documents]. NO advance 'taxes', 'clearance', 'anti-terrorism', 'insurance-unlocking' or similar upfront fees are ever payable to the Seller or any third party - the demand of such fees is the hallmark of a fraud and is expressly excluded by this Agreement.

## 6. Inspection and assay

The Buyer (or its appointed independent assayer / refinery) has the right to inspect, weigh and assay the gold at the agreed point before final settlement. Sampling and assay follow recognised practice; final settlement is made on the final assay result. Assay costs are borne as agreed in the order confirmation.

## 7. Delivery

Delivery on Incoterms 2020 terms: [FOB Douala] or [CIF destination airport]. Logistics are insured and fully declared. Risk and title pass to the Buyer at the point defined by the chosen Incoterm.

## 8. Documents

The Seller provides, as applicable: commercial invoice; packing list; certificate of origin; assay / fineness certificate; export authorisation through the national channels (MINMIDT / SONAMINES); air waybill;

and the Kimberley Process certificate where diamonds are included.

### **9. Compliance - KYC / AML and responsible sourcing**

Both parties complete two-way KYC (identity, registration, source of funds and source of goods) before any significant order. The Seller exports lawfully through Cameroon's official channels and applies the principles of the OECD Due Diligence Guidance for responsible mineral supply chains. Both parties comply with applicable sanctions and anti-money-laundering law.

### **10. Title, risk and warranties**

The Seller warrants that it has good and marketable title to the gold, free of any lien or encumbrance, that the gold is conflict-free and lawfully sourced, and that its fineness is as independently assayed. Title and risk pass per Clause 7.

### **11. Confidentiality**

Each party keeps the other's commercial, banking and personal information confidential and uses it solely to perform this Agreement.

### **12. Force majeure**

Neither party is liable for delay or failure caused by events beyond its reasonable control. The affected party notifies the other promptly and both act in good faith to mitigate.

### **13. Governing law and disputes**

This Agreement is governed by [OHADA Uniform Acts / the law of \_\_\_\_]. The parties first seek to resolve any dispute amicably; failing that, by arbitration under [ICC / OHADA-CCJA] rules, seat [\_\_\_\_], language [English / French].

### **14. Anti-fraud and verification**

All terms are agreed in writing before any value moves. The Buyer may at any time verify the Seller: read the published licences, confirm the registration and exporter numbers with the issuing authorities, request a live video call from the site, or arrange an in-person visit. No upfront fee is ever a condition of a genuine deal.

### **15. Validity of this draft**

This document is a non-binding draft template provided for discussion. It becomes binding only when both parties sign a final, negotiated agreement following satisfactory due diligence. Figures in brackets [ ] are placeholders to be completed per transaction.

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**For the SELLER - COOP-CA ARTEL N°1**

Name / title / date / signature

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**For the BUYER**

Name / title / date / signature