

Wednesday, 01 October 2025

To: **- End Buyer**
Mr. - Managing Diretor

Via: Mr. as one of our Business Representative in of VCR Group

Respected Sir

The SELLER, Chief Executive Officer, Mr. **VICTOR ANTONIO CARVAJAL ROJAS**, Engineer. And Business Strategy Representative in South America of **VCR CONSTRUCCIONES Y COMERCIO S.L. (VCR LDA - SPAIN)**, a company of **VCR Group**, Mr. **ANTONIO DE MELO**, Engineer and THE TRUSTEE ASSET MANAGER Attorney at Law / Pay-Master

Ref. **SOFT CORPORATE OFFER (SCO)**

Ref. Transaction Code: **VCR LTDA - END BUYER - AU01102025**

Gold Bars Africa - Mali- Uganda - Ghana

We, as a company, confirm that **VCR CONSTRUCCIONES Y COMERCIO S.L. (VCR SPAIN)**, represented by Mr. **VICTOR ANTONIO CARVAJAL ROJAS - CEO**, we issue this document **SOFT CORPORATE OFFER (SCO)** for the sale of gold bars and other minerals, confirms on your behalf and with full responsibility and penalty of perjury, that are have the authority and legal right to sell gold doré (Au) of non-criminal origin in accordance with the terms and conditions detailed below:

TERMS AND CONDITIONS:

Product Description:

- a. **Commodity:** (Au) Gold Bars
- b. **Form:** Ingots/Bars of more than 1 Kg until 5 Kgs, each
- c. **Purity:** It leaves Africa with a purity less than 97,00% and we deliver in the refinery indicated by the Buyer. *NOTE: IT'S VERY IMPORTANT THAT THE REFINARY INDICATED BY BUYER MUST BE CREDITED AND CERTIFIED BY LBMA.*
- d. **Quality:** 22 until 23 KARAT PLUS

1. QUANTITY:

1.000 kilograms or more of gold metal each month and increasing if required by the buyer.

CONTRACT FOR 12 MONTHS with R+E, Incoterms CIF airport of DUBAI-EAU with destination Al Etihad Gold . <https://www.aletihadgold.com/en-us/> preferably or ASWA (Any Safe World Airport).

1.1. Trial Order Optional: 1.000 kilograms or more of gold metal, with prior blocked payment of **USD \$ 107,000,000 via Swift Mt 103/202** in our **CaixaBank Spain account**, money to be released against the result of the destination refinery that must be affiliated with the LBMA.

2. PRICE:

LBMA (12% Gross - 9% Net for the Buyer), *The LBMA gold price of the second round will be set at 15:00 London time and in US dollars per kilogram.*

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- **Commission:** for Intermediaries/Consultants they will be entitled to a total commission of **3%** (being **1,5%** for group of seller and **1,5%** for group of buyer) **paid by the Seller**, which will be paid according to the prorated invoice for each concluded tranche of sales of Gold bars.

3. QUANTITY FIRST TRANCHES:

The first Shipment started with **(1,000) One Thousand kilos** within 45 days maximum of having received the bank guarantee (**SWIFT Mt-760 / SBLC Cash Backed Unconditional**) in the Seller's account, a 2nd to the 11th delivery it will be **1,000 kg per month**, with a total of **12 tons of gold bars**.
(see conditions for Swift Mt 760)

4. METHOD OF PAYMENT:

- **Trial Order Optional:** **1.000 kilograms or more of gold metal**, with prior blocked payment of **USD \$ 107,000,000 via Swift Mt 103/202** in our **CaixaBank Spain account**, money to be released against the result of the destination refinery that must be affiliated with the LBMA.
- **SWIFT MT760 - SBLC Cash Backed Unconditional;** this guarantee must be issued divisible, transferable, confirmable, operative and irrevocable from one of the 25 Top banks of international prestige, for 12,000 Kgs/year, the value of the unconditional SBLC Cash Backed is Usd equivalent It is equivalent to one out of twelve (1 out of 12) deliveries of the annual contract that is, by the value of **USD \$107,000,000.00** (see templates swift RWA, Mt799 Pre-advice, and Mt 760),

5. ORIGIN:

ÁFRICA, Bamaco- Mali, Kampala-Uganda and/or Accra-Ghana or other on condition that the origin and product is accepted by any refinery.

6. TRANSACTION:

The Seller undertakes to deliver the Gold to the place of destination, as agreed and signed by the Soft Corporate Offer (SCO) between seller and buyer, under the condition of **Incoterms CIF airport of DUBAI-EAU** with destination **Al Etihad Gold** . <https://www.aletihadgold.com/en-us/> preferably or **ASWA (Any Safe World Airport)**

7. DOCUMENTS:

- **The Seller will provide the following documents:**
 - Three original commercial invoices in favor of the buyer.
 - Certificate of Origin
 - Certificate of ownership
 - Weight Certificate
 - Certificate of customs clearance and certificate confirming the legal export.
 - USD/EUR 1 movement certificate
 - Export License
 - Airway ticket

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- i. The declaration that the gold is of non-criminal origin, free of encumbrances and free of encumbrances, is transferable and exportable.

8. PROCEDURE:

1. The Seller issues a complete **Soft Corporate offer (SCO)**
2. The Buyer issues an Irrevocable Purchase Order (**ICPO**); This ICPO must come with the passport of the CEO, Certificate of Incorporation of the purchasing company, and inform which of the SBLC guarantee will be issued, and must attach a POF that can be **RWA, Mt199** or a **bank statement** signed by two Buyer's bank officials + authorization verification (**ATV**).
3. After a mutual agreement between the Buyer and Seller and upon the signing of the complete Soft Corporate Offer (SCO), The Seller issues a non-disclosure and non-circumvention agreement (**NCNDA / IMPFA – Transaction Code: VCR LTDA – END BUYER – AU01092025**) and a draft Purchase and Sale Agreement (**SPA**), based on this Soft Corporate Offer (SCO).
4. After a mutual agreement between the Buyer and Seller, the Buyer and the Seller sign and seal the **SPA** thus finalizing the purchase and sale agreement.

5. Method of Payment:

* **Trial Order Optional: 1.000 kilograms or more of gold metal**, with prior blocked payment of **USD \$ 107,000,000 via Swift Mt 103/202** in our **CaixaBank Spain account**, money to be released against the result of the destination refinery that must be affiliated with the LBMA.

* The buyer must issue a Guarantee via **Swift Mt 760 SBLC Cash backed Unconditional** for the value of **USD \$107,000,000.00** which is equivalent value of **one of twelve** (1 out of 12) deliveries of the annual contract that is; the guarantee issued by the Buyer must be issued from a Top 25 Bank worldwide, thus guaranteeing the monthly delivery until 1,000 kg/mes, and each time the 1st to the 12th deliveries it will be 12,000 kg per year, the Buyer must pay via **Swift Mt 103** or **USDTs** against the result of the refining in **DUBAI-UAE**, or another LBMA-affiliated refinery indicated by the Buyer in DUBAI-UAE or Other destination.

NOTES:

6. **Buyer** assumes responsibility for transportation and insurance to the Seller's designated refinery in **Dubai, UAE** (via Transguard - <https://transguardgroup.com/> or a similar company from the destination airport). **Buyer** assumes and pays for refining and/or verification costs (provided by Al Etihad Gold - <https://www.aletihadgold.com/en-us/> or another LBMA-affiliated refinery at the destination)
7. After a new Final Test Report issued by the Refinery at the Buyer's destination, the Buyer makes the payment via **Swift Mt 103** or by **USDTs** to the Seller's Wallet. (in case it is a **Trial Order Optional via Swift Mt 103/202** in our **CaixaBank Spain account**, money to be released against the result of the destination refinery)
8. Once the full payment of each tranche has been made, **the gold title will be immediately transferred from the Seller to the Buyer.**

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9. Each payment will be based solely on the Analysis Report issued by the Buyer's Refinery to the Bank/Wallet and considering the "net weight" of the gold.

By signing below, both parties are fulfilling their corporate legal responsibility and executing this Agreement under penalty of perjury.

VALIDITY OF THIS, SOFT CORPORATE OFFER (SCO): 5 days, the price varies after this validity date.

IN WITNESS WHEREOF, the undersigned, have read, understood, and executed this Agreement in one (1) original part on this **October 2025**.

Signature accepting the procedure:

<p>For and on behalf of THE SELLER</p> <p style="text-align: center;"><i>(Company Seal)</i></p> <hr/> <p>Name: Mr. VICTOR C. ROJAS, ENG. CEO-PRESIDENT of all VCR Group companies. Passport N° AR893143 of Colombia RNE N°: V-928295-0 of Brazil NIF N°: 328.041.637 of Portugal NIE N°: Z0248637-N of Spain Email: info@vcrconstrucoes.com</p>	<p>For and on behalf of THE BUYER</p> <p style="text-align: center;"><i>(Company Seal)</i></p> <hr/> <p>Name: Mr. CEO of _____ of _____ Passport N° _____ of _____ Email: _____</p>
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We will hire the companies of the Prince of Dubai. https://es.wikipedia.org/wiki/Hamdan_bin_Mohammed_Al_Maktoum

Airline that will transport gold from Kampala-Uganda airport to Dubai-UAE airport <https://www.skycargo.com/home/>

Security company that will transport the Gold. <https://transguardgroup.com/>

Company where we will refine and deliver gold from 97.00% to 99.99% in Dubai-UAE. <https://www.aletihadgold.com/en-us/>

"The seller and The Buyer" further stipulate and agree that scanned copies of e-mail or electronic fax duly completed must be acceptable and be considered valid as long as they are related to this Agreement.

"The seller and The Buyer", take as original, these faxes or e-mails sent from the original fax and email addresses of the signatories of this Agreement.

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"Accepted and agreed without change
 (Electronic signature is valid and accepted as hand signature)"

EDT (ELECTRONIC DOCUMENT TRANSMISSIONS)

- a. **EDT** (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be: -Incorporate U.S. Public Law 106-229, "Electronic Signatures in Global & National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001)
- b. **ELECTRONIC COMMERCE AGREEMENT** (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).
- c. **EDT** documents shall be subject to European Community Directive No. 95/46/EEC, as applicable. Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instruments.

COMPLETE BANKING INFORMATION TO RECEIVE THE **SWIFT MT760 (SBLC CASH BACKED UNCONDITIONAL) FOR THE VALUE OF (1 OF 12) ONE SHIPMENT, AND VALID FOR 1 YEAR + 1 DAY.**

SBLC Cash Backed Unconditional Usd \$107,000,000.00 (One hundred seven million US dollars) equivalent to 1,000 kilos or 1 of 12 deliveries annual contract

To receive the payment for each delivery against Refinery Analysis, Air Waybill and other shipping documents in Port/Airport of destination by **Cash Transfer via Swift Mt 103** in this Accounts:

We can also receive here the *RWA*, and Swifts *Mt199, Mt 799 Pre-advice, Mt 760 - SBLC Cash Backed Unconfitional*

BANK NAME	CAIXABANK - SPAIN
BANK ADDRESS	Agency N°: 9055, Alberto Alcocer 1-3 Madrid-Spain, ZIP 28036
ACCOUNT NAME	VCR CONSTRUCCIONES Y COMERCIO S.L. – NIF N° B75715623
ACCOUNT NUMBER	0049 7918
IBAN CODE	ES35 2100 9055 1602 0049 7918
BIC / SWIFT CODE	CAIXESBBXXX
BANK OFFICER	Francisco Alfonso Gonzáles Herrera / +34 686 731 740 franciscoalfonso.gonzalez@caixabank.com.es

Or

BANK NAME	SANTANDER BANK - SPAIN
BANK ADDRESS	Agency N°: 2661, Bravo Murillo, 331. Madrid-Spain, ZIP 28020
ACCOUNT NAME	VCR CONSTRUCCIONES Y COMERCIO S.L. – NIF N° B75715623
ACCOUNT NUMBER	1447 2284
IBAN CODE	ES45 0049 2661 4225 1447 2284
BIC / SWIFT CODE	BSCHEMM
SORT CODE	401199
BANK OFFICER	Francisco Javier Rivas Jiménez / +34 658818194/ franciscojavier.rivasjimenez@gruposantander.es

Or

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Payments via USDT



Escaneie com o Binance App para
pagar



VCR
Group



Pague em qualquer

lugar
Baixe o aplicativo da Binance