

TO:

Mr

- CEO

Vía: Mr. .

Respected Sirs.

The SELLER is [Mr. VICTOR ANTONIO CARVAJAL ROJAS](#), Engineer and **Chief Executive Officer** of all companies within the **VCR Group**. Additionally, Mr. _____, Acting as one of our Business Representatives of VCR Group with based in South América, based Bogotá-Col, for [VCR CONSTRUCCIONES Y COMERCIO S.L. \(VCR SPAIN\)](#), a Company of the [VCR GROUP](#).

Ref. SOFT CORPORATE OFFER (SCO)

Ref. Transaction Code: **VCR LTDA – END BUYER – AU 07 08 2026**

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 **96,00%+** and we deliver in the refinery indicated by the Buyer.

NOTE: It is very important that the refinery indicated by the Buyer is accredited by the OECD/RMI.

- d. **Quality:** 22 until 23 Karat Plus
- e. **Trial Order Optional of:** 100 Kilos minimum

1. QUANTITY:

Annual Contract: 1,000 kilograms of gold metal each **month** and increasing if required by the buyer.

CONTRACT for 12 MONTHS with R+E, Incoterms **DAP** in _____ [Refinery, S.A.-](#) vía _____ [Airport:](#)

XXXXXXXXXXXXX

[www.xxxxxxxxxxxx.com](#)

Address of Refinery

LBMA / OCDE / RMI

Fastest air route: [BKO Airport of Bamako](#) → _____ [Airport](#) →

[OCDE / RMI](#) - _____ [Refinery, S.A.-](#)

1.1. Trial Order: 100 kilograms or more of Doré Gold Bars, subject to the prior issuance of a bank guarantee in the form of a **RMA Irrevocable SBLC via Mt 760, confirmed & non-transferable ISP98 ICC PUBLICATION 590**, covering the value of **100 kilograms** at **DAP LBMA price – [9% Gross, 6% Net]** or approximately **Usd 13,200.000.00** payable to one of our bank account [European Digital Securities Exchange S.V. SA](#) in **Spain** directly if an RMA exists with your issuing bank or via RMA with [KFH Bank- Bahrain](#) or [Aktif Bank-Turkey](#) (If an RMA does not exist, we must request one via an MT-999 message; issuance is subject to the prior approval of the buyer's bank.) Upon refining the gold bars to a purity level between 99.95% and 99.99%, the Buyer's Bank shall release the funds under the **RMA Irrevocable SBLC via Mt 760, confirmed & non-transferable ISP98 ICC PUBLICATION 590** within Seventy-two (72) hours, against presentation of the refining results issued by an **OCDE / RMI - Refinery.** - .

1.2. Annual Contract: 1,000 kilograms or more of Doré Gold Bars, subject to the prior issuance of a bank guarantee in the form of a **RMA Irrevocable SBLC unconditional via Mt 760, confirmed & Transferable ISP98 ICC PUBLICATION 590**, covering the value of **1,000 kilograms/month or with bi-weekly deliveries of 500 kilos** at **DAP LBMA price – [10% Gross, 7% Net]** or approximately **Usd 132,000.000.00** payable to one of our bank account [European Digital Securities Exchange S.V. SA](#) in **Spain** via RMA with [KFH Bank- Bahrain](#) or [Aktif Bank-Turkey](#) (If an RMA does not exist, we must request one via an MT-999 message; issuance is subject to the prior approval of the buyer's bank.) Upon refining the gold bars to a purity level between 99.95% and 99.99%, the Buyer's Bank shall release the funds under the **RMA Irrevocable SBLC unconditional via Mt 760, confirmed & Transferable ISP98 ICC PUBLICATION 590** within Seventy-two (72) hours, against presentation of the refining results issued by an **OCDE / RMI - Refinery.** - .

2. PRICE DAP for Annual Contract with SBLC Transferable : LBMA - (10% Gross, 7% 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.

- **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 (Annual Contract) with **(1.000) One thousand kilos or more** within 45 days maximum of having received the bank guarantee (**RMA Irrevocable SBLC unconditional via Mt 760, confirmed & Transferable ISP98 ICC PUBLICATION 590**), in the Seller's account, a 2nd to the 11th delivery it will be **1,000 kg per month or with bi-weekly deliveries of 500 kilos**, with a total of **12 tons of gold bars or more.** (see conditions for Swift Mt 760).

4. METHOD OF PAYMENT:

Annual Contract of 1,000 kilograms/month (24 bi-weekly deliveries of 500 kilos each under a one-year contract.)

- For the **deliveries of Trial Order**, See *1.1. Trial Order*
- For the **deliveries of Annual Contract**, See *1.2. Annual Contract*

5. ORIGIN:

ÁFRICA, Bamaco- Mali, 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 DAP via BCN -**

Airport with destination the **OCDE / RMI - Refinery**, -
and/or others countries in .

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

8. PROCEDURE:

- The Seller issues a complete **Soft Corporate offer (SCO)**
- 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 **DLC guarantee** will be issued, and must attach a POF that can be **RWA, Mt199, Mt-999** or a **Bank statement** signed by two Buyer's bank officials + authorization verification (**ATV**).
- After a mutual agreement between the Buyer and Seller and upon the signing of the complete Full Corporate Offer (FCO), The Seller issues a non-disclosure and non-circumvention agreement (**NCNDA / IMPFA – Transaction Code: VCR LTDA – END BUYER – AU07 08 2026**) and a draft Purchase and Sale Agreement (**SPA**), based on this Soft Corporate Offer (SCO).
- 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.
- Method of Payment:
 - For the **deliveries of Trial Order**, See 1.1. Trial Order
 - For the **deliveries of Annual Contract**, See 1.2. Annual Contract
- Seller** assumes responsibility for transportation via [Brinks](#) , [Malca amit](#), [G4si](#), or [Loomis](#), and insurance and payment for refining at the refinery designated by the seller. These refineries must be OCDE / RMI - Refinery .- or To be supervised by **OECD / RMI / Regulación** .
- See prices in this link: <https://bullion.directory/bullion-dealers/nadir-metal-refinery-reviews/>

g). Once the full payment of each tranche has been made, **the gold title will be immediately transferred from the Seller to the Buyer.**

h). Each payment will be based solely on the Assay Report issued by the Buyer's Refinery to the Bank and will take into account the "net weight" of the gold. In the event of a discrepancy, verification must be carried out at an OCDE / RMI - Refinery, .- , and the losing party will be responsible for the costs of such transport and verification.

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): 10 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 **07 August 2026**.

"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.

Signature accepting the procedure:

For and on behalf of THE SELLER <i>(Company Seal)</i> 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: victor.ceo@vcrconstrucoes.com	For and on behalf of THE BUYER <i>(Company Seal)</i> Name: Mr. CEO de Passport N° Email: xxxxxxxx@xxxxxxxx.com Email: www. .com Address: /
---	---

Airline that will transport gold from Bamako-Mali airport to _____ - _____ Airport by:
Royal Air Maroc: Bamako (BKO) → Casablanca (CMN) → xxxxxxxxxxxxxxxx (xxxx).
Air France: Bamako (BKO) → Paris (CDG/ORY) → xxxxxxxxxxxxxxxx (xxxx).
Turkish Airlines: Bamako (BKO) → Istanbul (IST) → xxxxxxxxxxxxxxxx (xxxx).
 Total travel time: between 9 and 12 hours, depending on the layover.

Security company that will transport the Gold: [Brinks](#) , [Malca amit](#), [G4si](#), or [Loomis](#)

Company where we will refine and deliver gold from 96.00% to 99.95%(+) in Andorra-Spain. destination the [OCDE / RMI - Refinery](#), is [www. .com](#), And, as a second verification, **only in case of discrepancies in the result**, it would be through one of the [LBMA-accredited gold refineries](#) closest to Andorra.

“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.

COMPLETE BANKING INFORMATION REQUIRED TO RECEIVE THE

RMA Irrevocable SBLC unconditional via Mt 760, confirmed & Non-transferable ISP98 ICC Publication 590

For the **TRIAL ORDER ANNUAL CONTRACT**, the **SBLC** must be issued for a value of **USD Usd 13,200.000.00**; and

Or

RMA Irrevocable SBLC unconditional via Mt 760, confirmed & Transferable ISP98 ICC Publication 590

For **TRIAL ORDER ANNUAL CONTRACT** the **DLC** must be issued for a value of **Usd \$132,000,000.00**

ARRANGER” AGENT OF VCR GROUP

EDS - SELLER’S ARRANGER ACCOUNT FOR [VCR GROUP](#)

ROUTE to issue **SBLC to Buyer’s Bank**

via RMA from BUYER’S BANK for [EDSE- Spain](#) via [KFH-Bahrain](#)

BANK NAME: [EUROPEAN DIGITAL SECURITIES EXCHANGE S.V. SA \(EDSE- Spain\)](#)
ADDRESS: CALLE JOSE ABASCAL 45, FLOOR 6, 28003 MADRID, SPAIN
SWIFT/BIC CODE: EDSXESM2XXX (LOGICAL TERMINAL X)
BANK OFFICER: santiago@portfolio.exchange

BANK NAME: [KUWAIT FINANCE HOUSE BSC \(KFH-Bahrain\)](#)
ADDRESS: BLDG. 2495 ROAD 2832 AL SEEF DISTRICT 323 MANAMA, BAHRAIN
SWIFT/BIC CODE: AUBBBHBMXXX (LOGICAL TERMINAL X)

OR

EDS - SELLER’S ARRANGER ACCOUNT FOR [VCR GROUP](#)

ROUTE to issue **SBLC to Buyer’s Bank**

via RMA from BUYER’S BANK for [EDSE- Spain](#) via [AKTIF BANK](#)

BANK NAME: [EUROPEAN DIGITAL SECURITIES EXCHANGE S.V. SA \(EDSE- SPAIN\)](#)
ADDRESS: CALLE JOSE ABASCAL 45, FLOOR 6, 28003 MADRID, SPAIN
SWIFT/BIC CODE: EDSXESM2XXX (LOGICAL TERMINAL X)
BANK OFFICER: santiago@portfolio.exchange

BANK NAME: [AKTIF YATIRIM BANKASI A.S. \(AKTIF BANK\)](#)
ADDRESS: Aktif Bank Genel Müdürlük, Esentepe Mahallesi Kore Şehitleri
Caddesi No: 8/1
Şişli 34394, **İSTANBUL, TURQUÍA**
SWIFT/BIC CODE: CAYTTRISXXX (LOGICAL TERMINAL X)

Or Others Banks as:

EDS - SELLER'S ARRANGER ACCOUNT FOR VCR GROUP

ROUTE to issue **SBLC to Buyer's Bank**

BANK NAME:	Maybank Islamic Berhad
ADDRESS:	Kuala Lumpur Main Branch -
SWIFT/BIC CODE:	MBBEMYKL
BANK ACCOUNT N°:	564259055401
ACCOUNT TYPE :	SME First Account-i
REF:	MAAT INTERNATIONAL SINO TRADING-MALASYA (Seller's Arranger for VCR GROUP)
BANK OFFICER	TBA

Or

EDS - SELLER'S ARRANGER ACCOUNT FOR VCR GROUP

ROUTE to issue **SBLC to Buyer's Bank**

BANK NAME:	Emirates NBD Bank PJSC-Dubai EAU
ADDRESS:	Baniyas Rd, Deira, PO Box 777
SWIFT/BIC CODE:	EBILAEADXXX
IBAN/BANK ACCOUNT N°:	AE43 0260 7512 89313919614
REF:	ENERGY METALS RESSOURCES IFZA ("EMRI") - (DUBAI, UAE)
BANK OFFICER	(Seller's Arranger for VCR GROUP)
	TBA

Or

EDS - SELLER'S ARRANGER ACCOUNT FOR VCR GROUP

ROUTE to issue **SBLC to Buyer's Bank**

BANK NAME:	OCBC BANK
ADDRESS:	65 Chulia Street, OCBC Centre, Singapore 049513
SWIFT/BIC CODE:	OCBCSGSG
IBAN/BANK ACCOUNT N°:	687551911201 in Usd
REF:	MAAT INTERNATIONAL SINO TRADING PTE. LTD - (SINGAPORE) (Seller's Arranger for VCR GROUP)
BANK OFFICER	TBA

COMPLETE BANKING INFORMATION REQUIRED TO RECEIVE THE **MT-103**

For the **TRIAL ORDER ANNUAL CONTRACT** by USD Usd 13,200.000.00; and

or

For TRIAL ORDER ANNUAL CONTRACT by Usd \$132,000,000.00

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	Rodolfo Pintado Molina
EMAIL OFFICER 1:	Rodolfo.pintado@gruposantander.es
PHONE OFFICER N°:	+34 691 51 23 30