



(STRICTLY PRIVATE & CONFIDENTIAL - Not for Circulation)

December 2025

**2025 FULL CORPORATE OFFER (FCO) FOR COPPER CONCENTRATES**

Our Ref: **Xxxx**

**To: Buyer**

We are in receipt of your Letter of Intent (LOI) dated dd.mm.2025 expressing interest to purchase Electrolytic Copper Concentrates. Our company in collaboration and association with legal Producers and Suppliers in Zambia and Africa and in compliance with: (1) all local and international laws and customs requirements, (2) O.E.C.D. Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, where applicable, and (3) Anti-Money Laundering and Counter-Terrorist Financing laws, hereby, with full legal responsibility and full corporate authority under penalty of perjury of law, state, represent and warrant that we are ready, willing and able to transact and sell the stated commodity based on the Terms, Conditions and Procedures specified hereunder:

**[ARTICLE 1]: DESCRIPTION & SPECIFICATIONS:**

**1.1 PRODUCT: COPPER CONCENTRATES - HS CODE: 26030000**

**1.1.1 Form: Powder**

**1.1.2 Quality:** min.  $\geq 33\%$  Cu. **Size** - Maximum 78% - 83% passing 200 Mesh. **Moisture** - 9% to 12%. Free from Contamination by Radiation.



**1.1.2.1 Chemical Composition:**

ELEMENTS	VALUE	ELEMENTS	VALUE
COPPER %	≥ 33%	ARGENT (Ag)	10 ppm
SILICA (Si)	0.3 ppm	MANGANESE (Mn)	< 0.1 ppm
IRON (Fe)	< 0.01 ppm	LEAD (Pb)	0.2 ppm
COBALT (Co)	< 0.1 ppm	TELERIUM (Te)	< 0.05 ppm
SULPHUR (S)	4 ppm	NICKEL (Ni)	< 0.01 ppm
ARSENIC (As)	< 0.1 ppm	ALUMINIUM (Al)	< 0.01 ppm
OXYGEN (O)	NIL	SELENIUM (Se)	0.3 ppm
BISMUTH (Bi)	0.1 ppm	MAGNESIUM (Mg)	< 0.01 ppm
ANTIMONY (Sb)	0.1 ppm		

**1.1.3 Quantity (±2%):**

**1.1.3.1 Trial: 1,000 (MT)**

**1.1.3.2 Monthly: 10,000 (MT)**

**1.1.4 Origin: Africa**

**1.1.5 Product Photos & Packaging:**



In **1 MT Bulk Flexible Bags** or in **Copper Concentrate Containers** with Plastic / Film backing & Anti-scattering linin. **Containerized** in Minimum Weight per container: 20 MT (approx.). Gross Weight per container: 22.20 MT (approx.). The Copper Concentrates shall be packed as per LME approved standard and in a way that guarantees its safety and purity during transportation and shall be marked appropriately.



Copper concentrate containers are designed with specific features that make them suitable for the transport and storage of high grade copper concentrate. Some of the most important features include:

**Durability:** Copper concentrate containers are made of durable materials such as steel or aluminum to ensure that they can withstand the demands of transport and storage.

**Temperature control:** Copper concentrate is sensitive to temperature fluctuations, which can affect its quality. Therefore, many copper concentrate containers are equipped with temperature control features to ensure that the copper content is stored at the right temperature.

**Ventilation:** Copper concentrate containers are also equipped with ventilation systems to ensure that the concentrate is stored in a well-ventilated area, which is essential for preventing moisture buildup and corrosion in long term.



**Plot 10138 Tompson Sakala Close, Nyumba Yanga, Lusaka, Zambia**

**+260974475531;** **bernardk1951@gmail.com; bemachilgri@gmail.com**



**[ARTICLE 2]: AGREEMENT DURATION:**

The duration of this agreement is for a period of Twelve (12) months after successful Trial.

**[ARTICLE 3]: PRICE & VALUE:**

**3.1** The BUYER shall pay the SELLER in United States Dollars "USD";

**3.2** The **LME Price** on date of this FCO is **\$9,976.00** per Metric Ton - for provisional value calculation purposes.

**3.3** The Pricing calculation For the Product Shall Be:

$$A \times B \times C \times D = E$$

**3.3.1 A: LME Price:** - (The LME Price shall be based on the actual ruling price determined on the date of the Final Assay Report at Discharge Port).

**3.3.2 B: Purity: 33%** (Thirty Three Percent) per MT.

**3.3.3 C: Coefficient Value: 71%.**

**3.3.4. D: Weight** (DWT - in Metric Tons - MT).

**3.3.5 E: Final Amount To Be Paid To Seller** (will be calculated based on the LME Price on the date of issuing the Final Assay Report by the assay company at Discharge Port).

**3.4 PROVISIONAL VALUES (Approximate):**

**3.4.1 Trial:** \$9,976.00 X 33% X 71% (\$2,337.00) x **500 MT = \$2,337,000.00 X 1.**

**3.4.2 Monthly:** \$9,976.00 X 33% X 71% (\$2,337.00) x **10,000 MT = \$23,370,000.00 X 12.**

**[ARTICLE 4]: PAYMENT TERMS:**

**4.1** The buyer shall guarantee payment for the goods by **Standby Letter of Credit (SBLC) MT760** (hereinafter referred to as the "**Payment Instrument**").

**4.1.1** The **Payment Instrument** must be:

**4.1.1.1** Operative, Cash Backed, Irrevocable, Transferable or Assignable and Divisible.

**4.1.1.2** Valid for 365 +1 days from date of issue.

**4.1.1.3** Issued from a top rated commercial bank globally.



**4.1.1.4** To be received by Seller's nominated Bank Account whose coordinates will be provided at Article 4.5.1.2 in this SPA. See sample of verbiage of the **Payment Instrument** at Appendix 1 below.

**4.1.1.5** The Payment Instrument face value will be as in sub articles 3.4.1 and 3.4.2 above.

**4.1.2** The buyer's bank will issue the SWIFT message via the globally recognized SWIFT system (such as the Brussels swift) in compliance with international banking standards, including the Uniform Customs and Practice for Documentary Credits (UCP 600) and applicable anti-money laundering (AML) regulations. To ensure message authenticity and mitigate risks of fraud, and where necessary, the buyer's bank must establish and verify a Relationship Management Application (RMA) link with the seller's receiving bank before transmitting the financial instrument.

**4.1.3** The verbiage of the SBLC MT760 to be issued by the Buyer's bank must be approved first by the Seller before issuance of the SBLC via swift MT760.

**4.1.4** All information related to the financial instrument should be conducted in good standing and must adhere to the Banks' banking terms and s.w.i.f.t. protocols. There will be serious ramifications should the SBLC be issued in an unlawful manner. The Seller then has the right to cancel the contract and also seek legal action against the Buyer if it is proven that the Buyer has falsified the documents or not adhered to the current banking terms and s.w.i.f.t. protocols.

**4.1.5 Cost** for issuing the **Payment Instrument** will be paid by the Buyer. Buyer and Seller will be held responsible for each of their own bank charges.

**4.2 Performance Bond (PB):** Within 5 banking days after receipt, confirmation, authentication and funding of the Payment Instrument stated at 4.1 above, the Seller's bank shall issue, to the Buyer's bank, a Performance Bond Guarantee of **2% (two percent)** of value of the issued Payment Instrument.

**4.2.1** The buyer will demand enforcement of payment as per PB conditions. The PB shall be payable to the buyer, within 72 hours upon demand, as compensation or penalty on failure of the seller to perform as per the conditions of the agreement.

**4.3 Payment Base for Delivered Goods:** Within three **(3) banking days** - 72 hours - after the Final Assay Report done at Buyer's Refinery, the Buyer will pay full value for delivered and assayed goods against the Seller's Commercial Invoice, Assay Report and shipping documents stated in sub article 5.9 below. The Buyer will pay by TT (Telegraphic Transfer) / MT103 into Seller nominated account. Price and value calculation will be in accordance to Article 3 in this SPA.

**4.3.1** Within 3 (three) banking days from the Final Assay of the goods at Buyer's Refinery, if the Buyer does not make full payment for the gold, the seller will demand enforcement of payment as per Payment Instrument conditions and buyer will be responsible for seller's costs incurred because of such delay.

**4.4 Commission:** The seller will pay 3% commissions to respective intermediaries to be shared as shall be agreed in the Irrevocable Master Fee Protection Agreement (IMFPA) to be signed separately.



**[ARTICLE 5]: DELIVERY TERMS AND CONDITIONS & DOCUMENTS:**

**5.1 Mandatory Prerequisite:** The seller shall deliver specified Trial or Monthly quantity of the product **only** after (1) the Sales & Purchase Agreement (SPA) is signed by the buyer and the seller; (2) the Payment Instrument stated in 4.1 above is issued by buyer's bank, valid and operative; and received, confirmed, authenticated and accepted by receiving bank; (3) full payment is made for previous delivery and the seller's bank has confirmed receipt of full payment in the seller's nominated account and (4) the buyer has authorized the delivery to be made pursuant to sub articles 7.9.2 and 7.9.3.

**5.2. Delivery Terms:** Incoterms 2020 (or latest), CIF - Discharge Port.

**5.2.1** Any and all taxes, surtaxes, custom clearance, duties or other governmental fees, transport expenses, insurance and export charges up to goods arrival at Discharge Port will be for the Seller's Account.

**5.2.2** Any other costs related to custom clearance at Discharge Port, and all costs at the Discharge Port and from Discharge Port and in the Destination country to the buyer's final destination, are for the account of the buyer.

**5.3 Loading Port: Daresalaam, Tanzania or TBA.**

**5.4. Discharge Port: INDIA / TBA.**

**5.4.1 Address:**

**5.4.2 Name of Contact Person: 5.4.3 Telephone#:**

**5.4.4** The buyer shall have an account with the Discharge Port bonded warehouse to receive, store and to assay the product. Proof of account to be submitted to the seller before commencement of shipment of the Product from origin country.

**5.5 Name of Clearing Company:**

**5.5.1 Address:**

**5.5.2 Name of Contact Person:**

**5.5.3 Telephone#:**

**5.6 Delivery Notices:**

**5.6.1** Prior to goods departure from origin, the Seller shall notify the Buyer of Type of Trucks / Wagons, Numbers, Date and Time of expected departure from origin and arrival at Loading Port.

**5.6.2** Prior to goods departure from Loading Port, the Seller shall notify the Buyer of details of Vessel, Date and Time of expected departure from Loading Port and estimated arrival date at Discharge Port.

**5.7 Timeframe:** *Realistic and practical timeframes will be discussed and agreed by both seller and buyer in advance of deliveries.* Tentative standard timeframes for deliveries of the Product from origin country



to the Loading Port shall be within **14-21 days** for initial delivery to allow for buyer registration formalities, product mobilization and aggregation in country of origin, customs procedures, Border Crossings including logistical arrangements and other factors. This timeframe may be shorter (i.e. within 10-14 days) for subsequent deliveries from origin country to Loading Port. Shipment of the Product from Loading Port to the Discharge Port shall be within **33-42 days** (or TBD) for subsequent monthly deliveries. Exact timeframe is influenced by, or dependent on, factors such as vessel load and availability, weather conditions, route configuration, vessel speed, customs procedures, port congestion or delays and other factors. In both cases (for Trial or monthly) deliveries will be made only after receipt, confirmation, authentication, acceptance and funding of the Payment Instrument stated in 4.1 above or after full payment is made for previous delivery and the seller's bank has confirmed receipt of full payment in the seller's nominated account. Also the Payment Instrument must be valid and operative before monthly deliveries are made.

**5.8 Insurance:** Seller may procure an insurance policy to cover the **110%** (one hundred and ten percent) of the value of the goods and against all risks of loss or damages, including war, hijacking, explosion etc. until delivery to the Discharge Port. A copy of the said policy to be submitted to the buyer.

**5.9 Documents:** The Seller shall provide the following consignment documents in the buyer's name: (as **Consignee**), subject to buyer's compliance to article 5.1 above.

**5.9.1 Seller's Commercial Invoice.**

**5.9.2 Certificate Of Origin.**

**5.9.3 Factory Assay / Analysis Certificate.**

**5.9.4 Assay Company Assay Certificate of Quality and Quantity** issued at Loading Port and **one** issued at Discharge Port

**5.9.5 Customs Declaration.**

**5.9.6 Certificate of Declaration** that the goods are free and clear and of non-criminal origin, unencumbered and free of any liens, and are transferable and exportable anywhere in the world.

**5.9.7 Certificate of Ownership.**

**5.9.8 Export Permit.**

**5.9.9 Insurance Policy 110%.**

**5.9.10 Packing List.**

**5.9.11 Ocean Bill of Lading**

**5.9.12 Holding Certificate.**

**5.9.13** Any other relevant documents pertinent to the cosignment.



**5.9.14** The originals of these documents shall accompany the goods from source and shall be handed over by the seller / representative to the Buyer at Discharge Port.

**5.9.15** Copies of these documents shall be emailed / given to the buyer, for preclearance of the goods (where required) in the importing country, 2-3 days after departure of goods from Loading Port and in return the Buyer shall acknowledge the receipt of the documents and confirm the preclearance (if any).

**[ARTICLE 6] INSPECTION & ASSAY:**

**6.1 Factory Assay:** The Preliminary Factory Assay/Analysis Report or Certificate shall be prepared by the Producer of the Product and shall accompany the goods. No other assay report will be provided prior to buyer complying with clause 5.1 herein in this SPA.

**6.2 Assay Company:** The assay will be conducted by **SGS** or Equivalent (hereinafter referred to as the "Assay Company") at Loading Port at Seller's cost in the presence of both parties and at Discharge Port at Buyer's cost in the presence of both parties.

**6.2.1 Pre-Shipment Inspection (at Loading Port):** The buyer or his representative will be allowed to inspect the goods at Loading Port warehouse. The Inspection for each shipment of the Goods at Loading Port will be performed by the Assay Company who will also issue the inspection assay report simultaneously to both the Seller and the Buyer. The expense of such inspection will be on the seller's account.

**6.2.2 Post-Shipment inspection (at Discharge Port):** The Inspection for each shipment of the Goods at Discharge Port will be performed by the Assay Company chosen by the buyer and approved by the seller. Within 24 hours of receipt, the Buyer will email to the Seller this assay report. The expense of such inspection will be on the Buyer's account. The seller or his representative will be present at inspection of the goods at Discharge Port.

**6.2.3 Test Results,** for both Pre-Shipment and Post-Shipment, shall be deemed conclusive evidence and final proof of the quality, weight and quantity of the product delivered. The parties agree to accept the Certificate of Testing (Assay Report) issued by the Assay Company in respect of the consignment delivered.

**6.3** Should the quality and quantity on the assay certificate not comply with, or be below tolerance levels, to the one specified herein, the buyer shall either reject the goods or renegotiate the price.

**6.4** Should the Buyer reject the consignment, all related costs for returning the goods shall be the seller's responsibility.



**[ARTICLE 7] PROCEDURES:**

- 7.1** The Buyer issues the Letter of Intent (LOI) to the Seller.
- 7.2.** Within 2 days of receipt of LOI Seller issues the Full Corporate Offer (FCO) to the Buyer.
- 7.3.** Within 3 banking days of receipt of FCO Buyer reviews it together with the appended sample verbiages of Payment Guarantee; negotiates any conditions and, if acceptable, sign the FCO as acceptance of its terms, conditions and procedures and returns it to the Seller. If the FCO is not received by the seller signed by buyer within the 3 banking days, it shall be null and void and archived with no further consideration of the intended transaction.
- 7.4** Within 2 days of receipt of the signed FCO, the seller issues to the Buyer the Sales Purchase Agreement (SPA).
- 7.5** Within 3 working days of receipt of the SPA, the buyer shall review it and upon agreement to all terms, conditions and procedures with the seller, complete required information, sign and seal the SPA and return, in Word format, to the seller attached with the Buyer's KYC. No amendments will be made to the terms, conditions and procedures by the buyer without seller's prior consent. Should this SPA not be signed by the buyer and received by the seller within the said 3 days from date of the SPA without buyer's formal written request for extension of the period, our company shall consider the buyer disinterested and cancel the SPA immediately without further or future consideration.
- 7.6** Within 2 working days of receipt of the SPA signed by the buyer having agreed and accepted terms, conditions and procedures, the seller shall countersign and seal the SPA without any further changes and send a copy, in PDF format, with Proforma / Commercial Invoice and Seller's KYC.
- 7.7** The buyer and the seller submit to their respective banks the signed SPA together with the signed Proforma Invoice.
- 7.8** Within 7 banking days from the date of the issued Proforma Invoice, the Buyer shall arrange issuance of the Payment Guarantee by his bank to the seller's Fiduciary bank account.
- 7.9** Once the Payment Instrument stated in Clause 4.1 above is received by receiving bank, confirmed, accepted and authenticated:
- 7.9.1** the seller's bank shall issue to the buyer's bank PB as per Clause 4.2 above.
- 7.9.2** the seller shall mobilize the product from the factory and obtain the product Factory Q & Q Analysis report and send to the buyer for written acceptance or approval of the quality and specifications of the product;
- 7.9.3** when approval of the quality and specifications is confirmed and written consent to deliver the goods is given by the buyer, goods shall be evaluated for tax purposes by the authorities in the origin country;



**7.9.4** the seller shall prepare all consignment documents in buyer's name, as consignee and provide to the buyer POP (video, photo & other relevant documents) and arrange buyer visit to factory or warehouse - where possible.

**7.9.5** the seller with his logistics and clearing agents shall arrange transportation, customs clearance and delivery of the cargo from origin country to reach the Loading Port within timeframe given at Clause 5.7 above.

**7.10** After arrival at Loading Port, goods shall be offloaded into the bonded warehouse or designated area and a Holding Certificate shall be issued by the bonded warehouse to the seller, then, at Seller's cost, the goods shall be assayed by the Assay Company (pre-shipment Assay) in the presence of both parties or their representatives.

**7.11** On completion of Pre-Shipment Assay, the seller shall email the Assay Report for buyer's written acceptance of the quality of the product and authorization to load goods on vessel for delivery to Discharge Port.

**7.12** On receipt of this authorization to load:

**7.12.1** the Seller shall arrange goods to be loaded on the cargo ship; pay for Freight, Bill of Lading fees and the Vessel Master shall issue to the seller the Bill of Lading marked "Freight Prepaid". The buyer or his representative will be allowed, at his expense, to witness the loading of goods at the Loading Port.

**7.12.2** the Seller may obtain 110% Insurance covering maximum risks.

**7.12.3** the seller, in consultation with the buyer, shall authorize the Vessel Master to ship the cargo to Discharge Port to reach within the timeframe given at sub article 5.7 above. (**Note:** The seller will not load goods on board the vessel at Loading Port without buyer's written approval and acceptance of the Assay Company Report done at Loading Port and written consent to ship the goods).

**7.13** Within 5 banking days of the arrival at Discharge Port:

**7.13.1** The buyer, at his expense, shall clear the Goods with customs, port and other authorities in the presence of the seller and/or his representatives and

**7.14.2** The Buyer shall arrange Goods to be unloaded and stored in a bonded warehouse at the Discharge Port and a Holding Certificate issued by company holding the goods. Then the buyer shall arrange Post-Shipment

inspection and testing of the goods by the Assay Company or equivalent at buyer's cost in the presence of the seller and/or his representatives and an assay report issued to both buyer and seller.

**7.14.3** On receipt of a satisfactory Final Assay Report done at Discharge Port warehouse, the buyer will pay as per sub article 4.3 above. Evidence of payment shall be provided by buyer to the seller.

**7.15 OWNERSHIP:** The Parties hereto clearly recognize that the Seller is the sole and legal owner of the



Consignment until full payment is made by Buyer to Seller and goods handed over to the seller.

**7.15.1** The title to the Consignment shall pass from the Seller to the Buyer after the payment for the delivered goods is confirmed and the funds reflect as free and clear in the Sellers account.

**7.16** Seller pays commission to all intermediaries in accordance with NCNDA-IMFPA.

**7.17** The next consignment will be prepared and appropriate steps recorded in the process above will be repeated.

**[ARTICLE 8]: GENERAL CONDITIONS:**

**8.1** This FCO supersedes any FCO offered to the addressee. The buyer should review and sign as acceptance before expiry of its validity and cannot be reproduced or published or circulated.

**8.2 CONFIDENTIALITY, NON-CIRCUMVENTION, NON-DISCLOSURE (NCNDA):** Either party shall treat Confidential Information provided by the other party on a strictly private and confidential basis and not disclose to any third party (or use for any purpose) without the express written authorization of the disclosing Party except as may be required by a court of law.

The "Confidential Information" shall include, but not limited to, the content and existence of this agreement or any discussions and negotiations pertaining thereto, documents generated by or for this agreement, which is provided to it by the other Party or any other Party's representatives, in respect of such Party and such Party's officers, shareholders, client's and business.

**8.2.1** The parties will take all necessary steps to prevent the other party's confidential information from being misused or disclosed or made public to any third party not connected to this agreement.

**8.2.2** The obligations of confidentiality of the Parties shall remain in force for a period of five (5) years from the date hereof.

**8.2.3** In the event of unauthorized disclosure or circumvention by any party whether directly or indirectly, the aggrieved party shall be entitled to legal monetary penalty it shall claim as damages and any and all expenses including but not limited to legal fees that would be involved in the recovery of said damages.

**8.3 POP & PAST PERFORMANCE DOCUMENTS:**

**8.3.1** In compliance to the binding Confidentiality, Non Circumvention & Non Disclosure Agreements (NCNDA) we sign with clients and avoidance of scamming complicity, no POP, photos, videos, documents, etc (even sanitized) for goods in the plant or bonded warehouse or goods consigned or formerly consigned or exported to another buyer, will be provided to prove past performance, as that will constitute a breach of the legally binding NCNDA.

**8.3.2** We will provide shipment documents (in accordance to clause 5.9 of this FCO), and POP, to a buyer, only for the actual goods ordered, secured and reserved specifically for that buyer to purchase after he has committed himself by fulfilling Clause 5.1. Should the buyer insist on getting any photos or



videos or documents or POP for goods prior to complying with sub article 5.1 above, then the buyer shall pay, in advance, for the costs associated with arranging, generating and providing such and as shall be billed by the seller.

**8.4 PLANT / FACTORY VISIT:** Where the Buyer requests a visit to the mine or factory or plant, this shall be considered and undertaken subject to the buyer fulfilling Clause 5.1. Should the buyer insist on visit prior to him fulfilling Clause 5.1, the buyer will be required to pay, in advance, to our company a prescribed non-refundable fee of \$50,000.00 to facilitate the visit.

**8.5 PRODUCT SAMPLES:** We do not provide product samples. The product quality is specified and provided on the Preliminary Analysis Certificate provided by the producing factory. The analysis certificate is shipped with the goods but copies will be sent or given to the buyer as stated in Clause 5.9. Based on the quality stated therein, the buyer can reject the goods if the quality is non-compliant to that stated in the contract. Therefore, we don't provide Assay Report for the product produced for other buyers, but we provide specific Assay Reports for specific product ordered, produced and reserved for the specific buyer after the buyer fulfils Clause 5.1 herein. Should the buyer insist on getting the Assay Report prior to him fulfilling Clause 5.1, the buyer will be required to pay, in advance, for the full costs for the assay and for the report to be done as the seller will have already made adequate provision for this Assay Report to be provided by the factory as per article 6.1 herein.

**8.6 CONFORMITY WITH HUMANITARIAN OBLIGATIONS AND DUTIES**

Both Parties warrant with full legal and corporate responsibility that they agree that the goods and funds referred to herein this FCO will not be used:

- ★ for achievement of political purposes.
- ★ in transactions which are damaging to the economy of the USA, or of the European Community and or of any other States/Nations.
- ★ in transactions to buy weapons to arm illicit forces or to Finance Wars.
- ★ in any illegal and criminal violation and activities.

**8.7 Amendments or Adjustments or Modification of Terms, Conditions and Procedures** in this FCO should not be made by the buyer without the consent of the Seller. The Buyer must negotiate any required amendments with the Seller first and when seller agrees the buyer will make separate written submissions of these amendments or adjustments or modifications to the Seller who will populate them in the FCO and resubmitted the amended FCO to the buyer for signing. Any attempt to ignore this directive will nullify this FCO.

**8.8** After expiry of validity of this FCO, our company reserves the right to change its Terms, Conditions and Procedures and to reject the FCO or negotiation received without assigning any reason whatsoever.

**8.9** To deter imposters and scammers from misrepresenting us, please reconfirm, with the undersigned, the source of this FCO if not received directly from our company and should you have any queries also contact the undersigned on contact details appearing on this FCO.

**8.10 Disclaimer:** While Bemachil GRL tries to ensure that all information provided in this FCO is accurate, correct and up-to-date, we do not guarantee the completeness, accuracy or reliability of any



details presented after expiry of the validity of this FCO. Information may be subject to change without notice where recipients of this FCO act outside given timeframes. Bemachil GRL assumes no responsibility for any errors or omissions, nor for any action taken by the buyer and his surrogates based on information provided on this FCO. We recommend verifying specific details before making any business decisions or commitments.

<b>For/On behalf of the SELLER: BEMACHIL GLOBAL RESOURCES LIMITED</b>	
<b>Signature &amp; Seal:</b>	
AUTHORISED BY	
POSITION:	
PASSPORT No.	
PLACE OF ISSUE	
DATE OF ISSUE	
DATE OF EXPIRY	
DATE	

**ACCEPTED TERMS, CONDITIONS AND PROCEDURES:**

<p><b>For/On behalf of the BUYER:</b>          I/we have read, fully understood, and accepted all the terms and contents of this FCO.</p> <p><b>Signature &amp; Seal:</b></p>
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AUTHORISED BY	
POSITION:	
PASSPORT / ID No.	
PLACE OF ISSUE	
DATE OF ISSUE	
DATE OF EXPIRY	
DATE:	

**APPENDICES**

**SAMPLE MT799 & SBLC MT760 VERBIAGE**

(Text may vary in substance but the essential undertaking must be maintained)

**Before issuance of the SBLC by the Buyer's bank a draft copy must be sent to the Seller for approval.**

**A1.1: SAMPLE VERBIAGE OF PRE-ADVICE VIA MT799:**

Swift Input : FIN 799 Free Format

 **Plot 10138 Tompson Sakala Close, Nyumba Yanga, Lusaka, Zambia**  
 **+260974475531;**  **bernardk1951@gmail.com; bemachilgri@gmail.com**



Message Sender : XXXXXXXX

Receiver : XXXXXXXX

-----Message Text-----

20 : Transaction Reference  
NumberXXXXXXXXXXXXXXXXXX  
21 : Related Reference  
XXXXXXXXXXXXXXXXXX

79 : Narrative

DEAR SIR/MADAM,

PLEASE ADVISE THIS SWIFT IMMEDIATELY TO YOUR CLIENT, XXXXXXXXXXXX LIMITED WITH ACCT NO. XXXXXXXX IN YOUR BANK ("YOUR CLIENT").

WE, XXXXXXXXXXXX BANK AT XXXXXXXXXXXXXXXXXXXX, WITH FULL BANKING RESPONSIBILITY, HEREBY CONFIRM THAT WE ARE READY, WILLING AND ABLE TO ISSUE AND DELIVER OUR STAND BY LETTER OF CREDIT VIA SWIFT MT760 IN FAVOR OF YOUR CLIENT, XXXXXXXXXXXX WITH ACCT. NO. XXXXXXXX, AS BENEFICIARY, WITH A VALIDITY OF ONE (1) YEAR AND ONE (1) DAY SINCE DATE OF ISSUE, IN THE FACE AMOUNT OF \$XXXXXXXXX (AMOUNT IN WORDS).

WE HEREBY CONFIRM THE STANDBY LETTER OF CREDIT IS CASH-BACKED AND IS TRANSFERABLE, ASSIGNABLE AND UNCONDITIONALLY CALLABLE UPON MATURITY BY OUR BANK.

PLEASE CONFIRM YOUR RWA VIA SWIFT MT799 THAT YOU ARE READY TO RECEIVE OUR STANDBY LETTER OF CREDIT VIA SWIFT MT760.

BEST REGARDS  
XXXXX BANK

**A1.2: SBLC VERBIAGE VIA SWIFT MT760**

(Text may vary in substance but the essential undertaking must be maintained)

SBLC NO.: XXXXXXXXXXXX  
ISSUING BANK: XXXXXXXX  
ADDRESS: XXXXXXXXXXXXXXXXXXXX  
SWIFT CODE: XXXXXXXX  
BANK OFFICER: XXXXXXXX  
APPLICANT: XXXXXXXXXXXXXXXXXXXX  
DATE OF ISSUE: XXXXXX  
DATE OF MATURITY: XXXXXX



CURRENCY: UNITED STATES CURRENCY  
FACE AMOUNT: €XXXXXXXXXXXX  
RECEIVING BANK: XXXXXXXXXXXXXXXXXXXX  
ADDRESS: XXXXXXXXXXXXXXXXXXXX  
SWIFT CODE: XXXXXXXX  
BANK OFFICER: XXXXXXXX  
BENEFICIARY: XXXXXXXXXXXXXXXXXXXX

FOR VALUE RECEIVED, WE, (NAME & ADDRESS OF ISSUING BANK), HEREBY IRREVOCABLY AND UNCONDITIONALLY, WITHOUT PROTEST AND NOTIFICATION, PROMISE TO PAY AGAINST THIS STANDBY LETTER OF CREDIT TO THE ORDER OF (NAME OF BENEFICIARY), THE BEARER OR HOLDER THEREOF, AT MATURITY THE SUM OF \$XXXXXXXX.00 (AMOUNT IN WORDS) IN THE LAWFUL CURRENCY OF UNITED STATES, UPON SURRENDER AND PRESENTATION OF THIS STANDBY LETTER OF CREDIT AT OUR OFFICE AT (ADDRESS OF ISSUING BANK), BUT NOT LATER THAN 15 (FIFTEEN) DAYS AFTER MATURITY DATE OF THIS SBLC.

SUCH PAYMENT SHALL BE MADE WITHOUT SET-OFF AND FREE AND CLEAR OF ANY DEDUCTION OR CHARGE, FEE OR WITHHOLDING OF ANY NATURE PRESENTLY OR IN THE FUTURE IMPOSED, LEVIED, COLLECTED, WITHHELD OR ASSESSED BY THE GOVERNMENT OF (ISSUING COUNTRY) OR ANY POLITICAL SUBDIVISION OR AUTHORITY THEREOF OR THEREIN.

THIS SBLC IS FREELY TRANSFERABLE, ASSIGNABLE AND DIVISIBLE WITHOUT PRESENTATION OF IT TO US AND WITHOUT THE PAYMENT OF ANY TRANSFER FEE OR CHARGE.

THIS SBLC IS SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEE AS SET FORTH BY THE INTERNATIONAL CHAMBER OF COMMERCE, PARIS, FRANCE, ICC PUBLICATION NO. 758, 2010 REVISION.

THIS SBLC SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF (ISSUING COUNTRY).

ALL BANKING CHARGES ARE FOR THE ACCOUNT OF APPLICANT.

THIS IS AN OPERATIVE INSTRUMENT AND NO FURTHER MAIL CONFIRMATION WILL FOLLOW.

FOR AND ON BEHALF OF  
(NAME AND ADDRESS OF ISSUING BANK)  
AUTHORIZED BANK OFFICER #1  
AUTHORIZED BANK OFFICER #2

**\*\*\*\*\* END OF DOCUMENT \*\*\*\*\***