SALES AND PURCHASE AGREEMENT (SPA)

IFB-G 2025-05

ENTERED INTO BY AND BETWEEN

Metal Seller:

Represented by:

Passport Number:

Company Address:

Company Registration:

E-mail:

Mobile Number:

Seller Representative:

Represented by:

Passport:

Company Address:

Company Registration:

E-Mail:

Mobile Number:

(DULY HEREINAFTER REFERRED TO AS THE “SELLER”)

AND

Buyer Company:	IFB Holdings LLC
Represented by:	Dr Michael Herzog
Passport Number:	C3JV3CP62
Company Address:	848 Brickell Ave., Penthouse 5, Miami FL 33131, USA
Company Registration:	L24000281331
E-mail:	president@ifb-holding.com
Mobile Number:	+1 (202) 738-1776
Represented by:	Martin Henry Karo, J.D., Attorney
Company Address:	661 Country Road 13 S, Saint Augustine, FL 32092, USA
Company Registration:	L24000281331 (IFB Holdings LLC)
E-mail:	president@ifb-holding.com
TEL. :	+1 (239) 297-8625
Mobile Number:	+1 (215) 428-2502

(DULY HEREINAFTER REFERRED TO AS THE "BUYER")

WHEREAS	Seller agrees and warrants under penalty of perjury that he has Gold Metal (Au) and wants to sell Gold Metal (Au) in the form and at the agreed price and for the contract period as described hereunder. Hereinafter, the product is referred to as "Gold Metal (Au)" or "Commodity".
WHEREAS	Buyer agrees and warrants under penalty of perjury that he intends to purchase the Seller's Gold Metal (Au) at the agreed price after the assay report from the refinery and lift period as stated hereunder.
NOW THEREFORE,	in consideration of the promises and mutual covenants set forth herein, both Parties agree to the Terms and Conditions as follows:

1 SCOPE OF THE CONTRACT

1.1 The Seller warrants that it has complete legal authority to sell the Gold and confirms and warrants that the title of the Gold to be sold herein will be free and clear of any Liens and/or encumbrances and is not of terrorist and or criminal origin and guarantees that he has the required licenses to Sell legally and Export Gold Metal (Au) and Precious Minerals from the Exporting Country. It also certifies its full authority and responsibility to sell and organise the delivery from the airport of departure to the airport DBX, SHJ, or DWC (Seller destination) by the characteristics described in the Agreement.

1.2 Under full corporate authority and responsibility, the Buyer declares that he can fund and has the unrestricted right to purchase the Seller's Gold Metal (Au) as described hereinafter.

2 COMMODITY SPECIFICATIONS:

Commodity:	GOLD (Au)
Origin:	AFRICA COMMUNITY – Mines Origin:
Destination:	Sharjah SHJ, DUBAI DBX Airport, authorised Company with Gold license in Dubai: Clodia International FZE
Form:	GOLD –
Purity:	% purity or more. Gold of a purity below 99.99% shall be compensated on the basis of its actual fine gold content, calculated against the market price for 99.99% purity, with refining to be carried out at a refinery designated and trusted by the buyer in Dubai that is both DMCC 'Dubai Good Delivery'-accredited and registered with the UAE Ministry of Economy as a Regulated Precious Metals Dealer.
Hallmarks:	
Quantity:	Quantity of 100 kg, monthly, 12 months with Rolls & Extensions are fixed. Parties may agree to increase that quantity any time to 500 kg or more.

Transaction:	Transfer of ownership against payment after assay report from refinery in Dubai confirming gold amount. Documents needed: ○ Authority to sell duly signed and stamped (authorising IFB Holdings LLC to sell) **A. Below 15 kg fine gold** ○ Certificate of Origin and Proof of Taxes Paid are necessary. ○ Original Bill of Lading / Bill of Entry and Customs Declaration Form are required. ○ Commercial Invoice and Packing List detailing the shipment's weight and contents must be provided. **B. Above 15 kg of fine gold** ○ Additional documents such as an Insurance Certificate, Export License, and Title of Exportation are needed. ○ Compliance with Dubai Multi-Commodities Centre (DMCC) regulations is essential.
Price:	LME -12%, in USD/kg, based on 99.99% of purity, see calculation example
Commission:	As per NCNDA/IMFPA – Paid by Seller
Payments:	Buyer
Payment Guarantee:	Transfer of ownership against payment after assay report from refinery in Dubai confirming gold amount.

2.1 **Responsible-Sourcing Covenant**

a) The Seller shall comply with UAE Ministerial Decree No. 68 of 2024, the *Due Diligence Regulations for the Responsible Sourcing of Gold* issued by the Ministry of Economy, and the Refineries Responsible Supply Chain Policy.

b) Countries of origin shall be risk-rated as

- Tier 1 — OECD "low-risk" jurisdictions;
- Tier 2 — medium-risk;
- Tier 3 — conflict-affected & high-risk areas (CAHRAs).

For Tier 2 and Tier 3 cargoes, the Seller shall deliver, **in addition to the documents in cl. 5.2,** an independent OECD-Step-5 assurance report issued within the preceding 90 days.

c) Failure to supply the documents in paragraph (b) shall entitle the Buyer to refuse the shipment and treat the Seller as in default under cl. 17.3.

3 PRODUCT QUANTITY AND QUALITY:

3.1 Seller agrees to sell and deliver Gold Metal (Au) to the Buyer under the Terms of this Agreement and as to the quantity and quality as herein referenced. The Seller will provide, at the same time, a viable Proof of the Product in respect to its goods, complying with the specifications described in the Agreement.

4 PURCHASE PRICE:

4.1 The price payable by the Buyer to the Seller shall be per Kilogram of recoverable Gold Metal (Au) product at 99.99% purity: LME-12% of the day of the assay report.

4.2 Calculation Example:

The price will be based on the average delivery day to the refinery in Dubai.

5 DELIVERY TERMS:

5.1 The Seller shall produce all papers of origin and ownership.

5.2 Documentations to be attached to the Gold Metal (Au) are as follows:

1. Certificate of Origin.
2. Certificate of Ownership.
3. Commercial and Customs Invoices (Original with signature and stamp).
4. Conflict-free Gold Standard Declaration.
5. Incorporation registration documents – Mining registration documents.
6. Bill of lading
7. Packing List.
8. Tax payment receipt and Customs paid certificate
9. Certificate of Assay
10. Export Permit from the country of origin
11. Airway Bill
12. Insurance Certificate
13. Authorisation to sell (authorising IFB Holdings LLC to sell)
14. UAE Customs clearance documents. This document must be provided by the buyer who will organise customs clearance; the document must be obtained by the buyer and sent to the seller before the consignment leaves the origin country
15. UAE Ministry of Economy DNFBP Registration Certificate (Importer).
16. MOEC Responsible-Sourcing Self-Assessment Questionnaire (Seller).
17. Refinery Pro-forma Approval Letter confirming acceptance of the consignment.
18. Advance Cargo Information (ACI) Filing Number issued by Dubai Customs 24 hours before the flight (mandatory since Customs Notice 7/2023).

5.3 SHIPPING INSTRUCTIONS:

Destination:	Dubai International (DXB) only;
Incoterm:	DAP DXB – Kaloti PM DMCC vault (Incoterm 2020);
Clearing Agent:	Clodia International FZE, using Kaloti's customs code 195-999;
Security Carrier:	Emirates SkyCargo "Secure Vault" service.
Insurance:	"All-Risks" (incl. War, SRCC) for 110 % LME value, placed with Lloyd's, claims payable in Dubai.

5.4 Form, Packing & Marking

The metal shall be delivered as **doré bars of 10–12.5 kg each, minimum 92 % Au**, cast at the mine site, vacuum-sealed and packed five bars per tamper-evident UN-approved bullion box.

Each bar shall be hot stamped with:
• mine-code; • bar number; • gross weight; • month/year cast.

A QR code linking to the digital chain-of-custody file shall be affixed to each box.

6 PROCEDURES:

The following Procedures are in time sequence

6.1 The Seller shall sign this Contract and return it to the Buyer and the Buyer's representative.

6.2 The Buyer shall return it to the Seller executed and stamped within 24 hours upon issuance.

6.3 The Seller will open an account in the IFB bank.

6.4 The Buyer will deposit, per tranche, the gold purchase price into the Seller's account with IFB. IFB will block the purchase price in the account with IFB till IFB has received the final assay report from the refinery in Dubai.

6.5 **Procedures for Trial Delivery for New Sellers (Mandatory)**

6.5.1 For Sellers not previously known to the Buyer and who have not conducted prior gold transactions with the Buyer, a trial delivery of gold is required under a "cash and carry" procedure. The trial delivery shall be for less than 15 kg of net fine gold.

6.5.2 The Seller shall arrange and pay for all necessary export documentation, transportation, insurance, and logistics to deliver the trial quantity of gold to Dubai, including his accommodation.

6.5.3 The Seller shall send the documentation specified in Paragraph 2, including transportation details, to the Buyer before departure and await customs approval to be transmitted to the Seller by the Buyer. The Seller shall notify the Buyer of their arrival in Dubai at least 48 hours before arrival.

6.5.4 Upon arrival in Dubai, the gold shall be delivered to Clodia International, the Buyer's trusted importer and clearing agent, and then transferred by Clodia International to the refinery, where it will be smelted and assayed.

6.5.5 Payment for the trial quantity of gold will be made to the Seller immediately in cash in Dubai upon confirmation of the assay results, at the agreed price and terms. Funds in the Seller's account for the gold will be reduced accordingly per the Seller's instruction in writing to IFB Bank.

6.5.6 Upon successful completion of the trial transaction, subsequent transactions shall proceed according to the procedures outlined below.

6.6 Procedures for Delivery for Known Sellers

6.6.1 The representative of the Seller and the Seller will handle exportation together in the country of origin.

6.6.2 The Seller will arrange all necessary documents for exportation and schedule with the buyer the transport from to Dubai or Sharjah Airport; transport will be made by the preferred transport service chosen and paid by the Seller representative, in this case,

6.6.3 The Seller will issue copies of the documentation as per paragraph 5.4 above. Upon receipt of these documents, the Buyer shall, within 24 hours, issue confirmed bookings and payments for Refinery services, including smelting, assaying and warehousing at the destination. Additionally, the Buyer shall arrange and pay for security services at the destination airport. Furthermore, the Buyer will book and cover the expenses for hotel accommodations and flights for two individuals (Seller's delegation).

6.6.4 The Buyer will contract a secured transport service – Trans Guard or equivalent- using his company's account for freight forwarding, clearing of the cargo and tax payment at the destination airport.

6.6.5 After the selected secured customs company service has cleared customs, the gold will be shipped to the buyer's trusted refinery in Dubai. The buyer will pay for the insurance for the secured transport from Dubai International Airport to the buyer's trusted Refinery.

6.6.6 Delivery Date: The Gold Metal (Au) shall be delivered to its trusted refinery, REFINERY—TBN. There, it will be smelted and refined into 99.95% gold bars of 1kg each, as agreed by both parties, the Seller and Buyer.

6.6.7 The Buyer will be the paymaster for all costs, and the Seller or his representative will supply the Buyer with all the details of the provider's services for the bank's payments (at least 24 hours before putting the gold in the refinery).

6.6.8 The refinery analyses the gold and starts with the smelting.

6.6.9 IFB receives the assay report. The funds in the Seller's IFB account will be unblocked according to the gold quantity certified by the assay report, less deductions and costings agreed in this Agreement. If the Seller chooses, the funds will be in cash in USD or another currency in Dubai or the Seller can order IFB to transfer the funds to another bank. In the cash scenario in Dubai, the Seller authorises IFB Bank in writing to return the funds in his account to the Buyer.

6.6.10 Should Kaloti's assay deviate by > 0.5 % from the Seller's pre-export assay, the parties shall appoint an LBMA-accredited umpire laboratory in Dubai within two working days. The umpire's result is final, and costs are borne by the party in error.

6.7 The Buyer shall also pay the transaction consultants immediately after the gold is refined, provided the results are positive and according to this Agreement.

6.8 All invoices and payments will be in United States Dollars (USD).
6.9 The transaction is concluded. If the Seller chooses to continue to deliver the next tranche of gold, the transaction continues with 6.6

7 Shipment

7.1 The specified commodity is packed in boxes (smelter/assayer's standard), each containing 10 kilograms (or more if accepted by the Buyer or Buyer's Designated Entity) of AU-Gold described in this SPA. The box is packed on pallets of normal Euro size, at ten (10) boxes per pallet.

7.2 Seller will provide the Buyer with copies of the following by email transmission, Twenty-four (24) hours before each shipment:

- Shipment Reference - Number of Boxes;
- Gross Weight;
- Net Weight;
- Estimated Fine Gold Content;
- Estimated Fine Silver Content;
- Detailed Packing List;
- Bill of lading
- Customs paid certificate
- Airway Bill Number;
- Flight Number;
- Date and Estimated Date of Arrival (ETA Dubai);
- Assay Report Certificate.
- Acceptable Certificate of Origin
- Authorisation to sell for IFB Holdings LLC

8 Notices

8.1 Any notices required to be given by a Party to another Party to this Agreement shall be in writing and shall be sent by recorded post or courier to the registered office address herein (or other address as provided in writing by either Party) and simultaneously by email or facsimile directly to the Party(ies) referenced herein.

9 BANKING INFORMATION:

9.1 Both parties may change banking coordinates by giving 10 days' notice to the other party.

9.2 The Seller confirms and warrants that the title of the Gold Metal (Au) to be sold herein will be free and clear of any liens and encumbrances, and the Seller states that the gold is not of terrorist and/or criminal origin.

9.3 Seller´s Bank detail: attached in this SPA

9.4 Seller´s Representative Bank detail

Name of account	
Address	
Account number/IBAN	
Currency	payment will be done in USD change fees paid by seller's representative.
Name of bank Address	
Branch	
BIC / Swift	

10 WARRANTIES:

10.1 The Seller warrants that the commodity can be shipped anywhere in the world without restrictions.

10.2 The Seller and Buyer agree to accept the Final Assay Report from the Buyer's designated recognised refinery following customary standards and good practice.

10.3 Material to be essentially clean and securely packed for international transport. Each parcel to state gross and net weight in Kilograms.

10.4 The Seller and Buyer hereby represent and warrant to one another that the Gold Metal (Au) commodity offered herein for sale, and the funds used for purchasing said commodity, have not come from illegal channels/sources and do NOT contravene any law applicable either in the country of origin or in the country of destination. Accordingly, each Party to this Agreement shall indemnify the other against any violation made by it.

10.5. The Seller warrants that it is in full compliance with U.S. Conflict Minerals Law, including, without limitation, Section 1502 of the Dodd-Frank Wall Street Reform and consumer Protection Act of 2010 as it may be amended from time to time and any regulations, rules, decisions or orders relating thereto adopted by Securities and Exchange Commission or successor governmental agency responsible for regulations relating thereto collectively, ("Dodd-Frank Section 1502").

10.6 It is agreed that if the deal does not materialise, the seller will be responsible for returning the amounts related to export fees, insurance, transportation and airline tickets to the buyer.

10.7 The Seller warrants that none of the gold was located, sourced or transported through a sanctioned entity appearing on the United Nations, EU, OFAC or UAE sanctions lists current on the date of departure. Breach equals an Event of Default.

Valid for USA:
The four most prominent conflict minerals, for codified in the U.S. Conflict Minerals Law, are cassiterite (for tin), wolframite (for tungsten), coltan (for tantalite), and gold ore.

10.8. This agreement is Non-Transferable and Non-Assignable by either Party.

10.8.1 Each Party undertakes to keep, treat as confidential and not to disclose to a third party, for 1 (one) year from the expiration of this Agreement, information relating to trade secrets, business or any other marked information. as confidential property, nor make use of this information for any purpose other than this Agreement.

10.1.2 The above obligation applies to information:

- Which fall into the categories of technical documentation, technical specifications, meeting minutes, technical offers, and specifications.
- Marked as confidential.
- The confidentiality of which was reported to the Party orally (during meetings and recorded as such in writing, in the minutes of such meetings) or communicated in writing by the other Party within 10 days from the date of disclosure of this information.

10.8.3 The notion of confidential information does not apply to information which:

- are or become public in the absence of an incorrect action or inaction of the Party or its subsidiaries, agents, consultants or employees); or
- are or become public by other means than the breach of this Agreement; or were in the legal possession of the Party or were known to the Party before their disclosure by the other Party; or
- have been received from a third party who is authorised to use and make them public, or
- their disclosure is lawfully requested by any regulatory authority or any entitled authority, but only to the extent necessary for such Confidential Information and only on condition that the party receiving the information is notified to the other Party before the disclosure. Allow him to oppose and take steps to ensure the confidential use of this information.

10.8.4 The parties understand and agree that each of them delivers information under the terms of this Agreement, and the party who received the information is liable to the party who disclosed the information for any damages caused by the breach of confidentiality, collaborators or any of the parties who received the information. If one party does not comply with the terms of the privacy agreement, the other party has the right to seek compensation.

10.9. Joint Declaration Both Seller and Buyer declare to one another that the commodity offered herein is for sale and the origin of the funds to be used for purchasing the commodity does not offend any of the following Laws and is not connected to any illegal or criminal activity:
a) The drug trafficking act of 1986;
b) The Criminal Act of 1988;
c) The prevention of terrorism (temporary provisions) act of 1989;
d) The Criminal Justice International Cooperation Act of 1990;
e) The Criminal Justice Act of 1993; and Money Laundering Regulations.

f) Trade secret of 1979: Economic Espionage Act of 1993 (18 U.S.C. 1983 (3);
g) The Anti-terrorism Act and Patriot Act I and II;

Accordingly, each Party to this Agreement indemnifies the other against any such allegations which may or may not be made in the future.

11 FORCE MAJEURE:

11.1 The Parties hereto shall not be held liable for any failure to perform under the "force majeure" clause as regulated by the International Chamber of Commerce, which clauses are deemed to be incorporated herein.

12 NON-CIRCUMVENTION and NON-DISCLOSURE:

12.1 The Parties agree to abide by the Customary International rules of non-circumvention and nondisclosure as established by the International Chamber of Commerce in Paris, France, for five (5) years from the date hereof. Said non-circumvention and non-disclosure shall include, but not be limited to, communicating with each other´s banks, representatives of the Buyer dealing with Customs, brokers or Seller mandate. The understanding and accord of this subparagraph shall survive the termination of this Agreement. The Parties hereto shall not be liable for any failure to perform under the Force Majeure clauses as defined in the standards/publications of the International Chamber of Commerce (ICC), Paris, France, latest revision and addition, which clause is deemed to be incorporated in this agreement.

12.2 The understanding and accord of this paragraph will survive the termination of this Agreement.

13 BINDING AUTHORITY:

13.1 This Agreement is binding upon the Parties hereto, their assigns and successors and is signed by the Parties with full authority to act.

14 TOTAL AGREEMENT:

14.1 This Agreement supersedes prior agreements and represents the Agreement between the Parties. Changes, alterations or substitutions shall be permitted only if the same shall be notified in writing and signed by both Parties.

15 EXECUTION OF THIS AGREEMENT:

15.1 The terms of this Agreement shall be confirmed and signed by the Buyer and the Seller and transmitted via email or facsimile. Said transmission shall bind the legal liabilities between the Buyer and Seller to this Agreement. By signing below, both Parties abide by their corporate and legal responsibility and execute this Agreement under the total penalty of perjury.

16 APPLICABLE LAW AND JURISDICTION:

16.1 Any action or legal proceeding related to this Agreement shall be adjudicated in Paris, France, according to the laws and venue of the International Chamber of Commerce. Should either Party not perform precisely within the terms and conditions of this Agreement, the other Party shall give notice regarding the non-performance; after that, the non-performing Party must comply with their obligations within ten (10) Working Days, or this Agreement shall be cancelled without further notice. This Agreement shall be governed by the English language in the Uniform Commercial Code as interpreted by the laws and courts under the interpretation of the International Chamber of Commerce (ICC) in Paris, France.

17 NON-PERFORMANCE: PENALTIES FOR NON-PAYMENT, LATE PAYMENTS AND NON-DELIVERY

17.1 In case of non-payment by the Buyer for the goods per this Contract, the Seller has the right to unilaterally cancel this contract and demand all storage fees from the Buyer.

17.2 In the case of Delayed Payment for the goods, the Buyer shall then be responsible for paying an additional one per cent (1 %) penalty of the amount due herein. Payment of the penalty is in addition to any amount owing under this agreement and does not release the Buyer from performing his obligations.

17.3 In the case of Non-Delivery by the Seller, regarding the Quantity and Quality contracted for under this Agreement, the Seller representative has the right to declare the Seller in default and to terminate this contract. Seller will, therefore, be liable to refund the advance paid and pay the penalty of 1% (one per cent) of the shipment value in favour of the Seller representative to his nominated bank account.

18 TITLE OF GOODS:

18.1 The Title of the Gold Metal (Au) shall pass from the Seller to the Buyer as soon as full payment is received.

18.2 The Buyer may terminate this Agreement if the Seller has not adhered to the provisions of clause 6.4 above. Said termination by Buyer shall also trigger the remedies under the Section on Non-Performance herein above.

19 CONFIDENTIALITY

19.1 Confidentiality Both the Buyer and Seller shall not (except under compulsion of law or according to a request from any regulatory authority to the jurisdiction of which the disclosing party is subject) either before, during or after the termination of this Agreement disclose any confidential information relating to business dealings which shall have become possessed during the period of this Agreement and both the Buyer and Seller shall use all reasonable endeavours to prevent any such disclosure by its officers, employees.

20 Termination

20.1 Either Party may terminate this Agreement if a Material Adverse Event has occurred.

20.1.1 A Material Adverse Event is defined as events which materially and adversely affect either the Seller or the Buyer under this Agreement shall include one of the following:

i. events that materially and adversely affect the worldwide gold mining, exporting, or importing industry in general, and that are more than a mere change in the price of the commodity being contracted for herein; and/or

ii. material changes in regulatory policy that materially and adversely impact the commodity being mined, exported, or imported herein.

21 Miscellaneous Provisions

21.1 Total Agreement. This Agreement supersedes any prior agreements and represents the Agreement between the Parties. Changes, alterations, or substitutions shall be permitted only if both Parties notify and sign the same in writing.

21.2 Signatories: Each of the Parties hereby confirms, under penalty of perjury, that each has full legal authority to execute this Agreement. Therefore, all Terms and Conditions within this Agreement shall fully bind the Parties. An electronic signature is valid and accepted as a hand signature.

21.3 EDT (Electronic document transmissions) shall be deemed valid and enforceable in any contract provisions. As applicable, this agreement shall be:

21.3.1 Incorporate U.S. Public Law 106-229," Electronic Signatures in Global and National Commerce Act", or such other

21.3.2 Applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001) and;

21.3.3 ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT);

21.3.4 EDT documents shall be subject to European Community Directive No.95/46/EEC, as applicable. Either Party may request a hard copy of any document 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.

21.4 The Parties have entered into this Agreement in good faith, and each shall use its best efforts in the spirit of full cooperation to promptly achieve the purpose set forth herein. Buyer and Seller sign the Contract and exchange copies via e-mail.

21.5 This Agreement consists of a base agreement plus any Appendix attached hereto. Once each Party has approved the contract and signed it electronically or otherwise, the Parties shall begin performing it according to the terms and conditions stated herein. This contract is binding in English.

21.6 This contract shall become legally binding upon the execution of the blocked funds.

Date:	Date:
_____	_____
SELLER:	BUYER : IFB Holdings LLC
Title:	Title : CEO
Passport:	Passport: C3JV3CP62

Authority Letter

Thursday, April 24, 2025

To: IFB Holdings LLC

848 Brickell Ave., Penthouse 5,
Miami Fl 33131, USA
Company Registration: L24000281331
E-mail: president@ifb-holding.com
Mobile Number: +1 (202) 738-1776

Subject: Authorization to Act on Behalf of [Gold Seller's Name]

Dear Sirs,

We, **[Gold Seller's Name]**, a company duly incorporated under the laws of **[Country]**, with its registered office at **[Company Address]**, hereby appoint and authorise **IFB Holdings LLC**, located in Miami, USA and its customs company for Dubai, Clodia International, United Arab Emirates, to act on our behalf in matters relating to the sale, distribution, and management of gold products within the United Arab Emirates.

This authorisation includes, but is not limited to, the following actions:

1. **Representation:** Acting as our official representative in negotiations, meetings, and communications with clients, suppliers, regulatory authorities, and other relevant parties.
2. **Contractual Authority:** Entering into agreements, contracts, and commitments necessary to execute the activities above.
3. **Financial Transactions:** Managing financial transactions related to the sale and distribution of gold products, including receiving payments and making necessary disbursements.
4. **Logistical Arrangements:** Coordinating the transportation, storage, and delivery of gold products in compliance with applicable laws and regulations.
5. **Regulatory Compliance:** Ensuring adherence to all local laws, regulations, and industry standards, including obtaining necessary permits and licenses.

This authority is granted effective from **[Start Date]**:

and shall remain valid until **[End Date]**:

unless revoked earlier in writing by either party. All actions taken by IFB Holdings LLC on our behalf within the scope of this authorisation shall be binding upon us. We hereby confirm that we will indemnify and hold harmless IFB Holdings LLC against any liabilities, damages, or losses arising from actions taken in good faith under this authorisation.

Yours faithfully,

_____

SELLER:
Title:
Passport No.:

We signify our acceptance of this authority by signing and returning a copy of this letter.

Date:

_____

Buyer : IFB Holdings LLC
Title : CEO
Passport: C3JV3CP62

SELLER'S CERTIFICATE OF REGISTRATION

SELLER’S PASSPORT COPY

APPENDIX B – BUYER'S KYC

Sunbiz.org Division of Corporations
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List Next On List Return to List IFB Holdings Search

No Events **No Name History**

Detail by Entity Name

Florida Limited Liability Company
IFB HOLDINGS, A LIMITED LIABILITY COMPANY

Filing Information

Document Number	L24000281331
FEI/EIN Number	NONE
Date Filed	06/20/2024
State	FL
Status	ACTIVE

Principal Address

848 BRICKELL AVE.
PENTHOUSE 5
MIAMI, FL 33131

Mailing Address

848 BRICKELL AVE.
PENTHOUSE 5
MIAMI, FL 33131

Registered Agent Name & Address

KARO, MARTIN
661 COUNTY ROAD 13 S
SAINT AUGUSTINE, FL 32092

Authorized Person(s) Detail

Name & Address

Title MGR

HERZOG, MICHAEL, DR.
848 BRICKELL AVE, PENTHOUSE 5
MIAMI, FL 33131

Title MGR

WEYLERBOURG, CHARLES
848 BRICKELL AVE., PENTHOUSE 5
MIAMI, FL 33131

Title AP

KARO, MARTIN
661 COUNTY ROAD 13 S
SAINT AUGUSTINE, FL 32092

PASSPORT COPY

COMPANY CERTIFICATE OF REGISTRATION

Electronic Articles of Organization For Florida Limited Liability Company

L24000281331
FILED 8:00 AM
June 20, 2024
Sec. Of State
wlawrence

Article I

The name of the Limited Liability Company is:

IFB HOLDINGS, A LIMITED LIABILITY COMPANY

Article II

The street address of the principal office of the Limited Liability Company is:

848 BRICKELL AVE.
PENTHOUSE 5
MIAMI, FL. US 33131

The mailing address of the Limited Liability Company is:

848 BRICKELL AVE.
PENTHOUSE 5
MIAMI, FL. US 33131

Article III

The name and Florida street address of the registered agent is:

MARTIN KARO
661 COUNTY ROAD 13 S
SAINT AUGUSTINE, FL. 32092

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: MARTIN KARO

L24000281331
FILED 8:00 AM
June 20, 2024
Sec. Of State
wlawrence

Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
MICHAEL HERZOG DR.
848 BRICKELL AVE, PENTHOUSE 5
MIAMI, FL. 33131 US

Title: MGR
CHARLES WEYLERBOURG
848 BRICKELL AVE., PENTHOUSE 5
MIAMI, FL. 33131 US

Title: AP
MARTIN KARO
661 COUNTY ROAD 13 S
SAINT AUGUSTINE, FL. 32092 US

Signature of member or an authorized representative

Electronic Signature: MARTIN KARO

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

DELIVERY SCHEDULE

THE SELLER WILL BE GIVEN 30 DAYS TO DELIVER THE PRODUCT AFTER THE BANK ACCOUNT HAS BEEN OPENED AND THE BLOCK FUNDS DEPOSITED.

	15 DAYS	10 DAYS	5 DAYS
MOBILIZATION OF SELLER'S FUNDS			
DOCUMENT & CERTIFICATE DELIVERY			
DELIVERY			

Legend:

- 15 days: Time to complete the Mobilization
- 10 days: Time to submit to the buyer all official and certificate documents of the smelting and storage from the refinery
- 5 days: Time to complete the delivery of the Gold in Dubai

*** End of This Document ***

STAGE	ACTOR	DOCUMENT/ACTION	**Typical lead-time**	**Failure-probability**
Supplier onboarding	Buyer	Kaloti counter-party KYC (digital)	2–3 days	10 %
Pre-export	Seller	OECD Step-5 audit (Tier 3 only)	7–14 days	30 %
Flight booking & ACI filing	Clearing agent	ACI No. + insurance certificate	1 day	8 %
DXB arrival	SkyCargo	Box-level scan, hand-over to Clodia	4 h	3 %
Assay & payment	Kaloti / IFB Bank	Assay + funds release	1 day	2 %