



Contingent Trade Agreement
AU METAL Gold Non Bond
ORG International Ghana Ltd.

Transaction Code: GSO_AU_GH... Seller's Code: GSO _Ghana 2012... Buyer's Code GSO_AU_ Buyer

ORG GSO WareHouse has secured a F.O.B. Trade Position For __Kg's of Gold Up to __Kg

This Contingent Trade Agreement for AU Metal is contingent upon ORG sellers providing acceptable Proof of Ownership and ORG Buyer providing acceptable banking validation. Buyer is to provide to the ORG Office, ORG Officer, ITD (International Trade Director) or ITP (International Trade Partner), proof of funds that is equal or more than the value of the CTA Trade execution.

Buyer agrees to the following:

International Trade Director/Partner of (region), is to handle the trade position transaction within the F.O.B. country. The ORG officers contact sellers to process the following steps in the exact order.

- a) ITD or ITP will contact the sellers
- b) Collect and verify relevant documentation for Au gold ownership
- c) Prepare and Issue Au gold Contingent Agreement
- d) Schedule proof of funds verification for Au Gold Seller where applicable.
- e) Prepare and issue Gold Contingent Trade Agreement for Buy Officer
- f) Provide view of sellers CTA with relevant documentation for Trade position
- g) Coordinate with Buyer to set schedule for smelt and assay testing
- h) Alert seller to smelt and test day and time.
- i) Receive seller and Au Gold and paperwork at refinery
- j) Have gold smelted and assay with Buy Officer
- k) Process assay results with Buy Officer
- l) Calculate sellers payment based on approved assay with Buy Officer
- m) Process assay results and calculated payment with Seller
- n) Receive payment for approved assay and calculated weight from Buyer (based on CTA)
- o) Have seller sign off on transferring ownership (based on CTA)
- p) Pay sellers based on CTA arrangement.

Transaction is complete

Buy signing and initialing this document the Buyer fully accepts these terms of transaction. Upon receiving the required information and or signatures, ORG intends to enter into an execution by or before (month and year) between the following Parties:



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Seller's Name : ORG International Ghana Representing _____
Nationality : _____
Seller's Address : _____
Telephone Number : _____
SKYPE ID : _____
Email Address : _____
Hereinafter referred to as the **"Seller"**

And

Buyer's Name : _____
Nationality : _____
Buyer's Address : _____
Telephone Number : _____
Facsimile Number : _____
Email Address : _____
Hereinafter referred to as the **"Buyer"**

WHEREAS, The Seller has the full authority and legal right to sell this precious AU Metal and enter into this Contingent Trade Agreement (CTA) for AU Metal under the Transaction Code: GSO_AU_GH

WHEREAS, The Buyer confirms with full corporate authority and legal responsibility, that is Ready, Willing and Able (RWA) to purchase the said commodity under the Transaction Code: GSO_AU_GH

NOW THEREFORE, In consideration of the mutual interests and covenants, both parties hereby confirm with full corporate and legal responsibility, under penalty of perjury, and unconditionally agree on the following terms and conditions stipulated hereunder:

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STRICTLY CONFIDENTIAL AND PROPRIETARY

SELLER LEGAL SIGNATURE

BUYER LEGAL SIGNATURE



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1. TERMS & CONDITIONS

Commodity: Gold (AU Metal)
Quantity: __Kg with rolls and extension up to __Kg
Location: Government Refinery Accra, Ghana
Specs: A. NON GLD
B. Purity 91% and above.
C. Type dust, Nugget, Gold, bar
Payment: CASH or LEDGER TO LEDGER or BANK TRANSFER
Price per kg: Market Discount %per Kg
Total CTA price delivered \$ ____US dollars.
Procedures: All validations & transactions will be performed Bank-to-Bank
AU purchase will be conducted as an **OFF-MARKET PRIVATE TREATY SPOT DEAL**. Procedures as defined in section 3 will be followed unless otherwise agreed upon by the parties.
Delivery: To Ghana Refinery TBD
Seller will be responsible for **LIFT PERMITS for AU relocation**
Subsequent lifts: first delivery of AU between __kg to __Kg The Delivery Schedule shall be attached with CTA.
Transaction Currency: US Dollars

2. DOCUMENTATION

1. Certificate of Purity
2. Certificate of Ownership
3. Certificate of Origin
4. Customs and taxes clearance(when applicable)



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3. PROCEDURES FOB Trade Positions

1. Seller request CTA (Contingent Trade Agreement) for amendments if applicable, if not, Buyer/Seller sign CTA
2. Buyer establishes timeline and selection of Refinery that's agreeable to seller. Seller arranges the delivery of kilograms of Gold Dust, Gold Nuggets or Gold Bars to Ghana Refinery TBD example: PRECIOUS MINERALS MARKETING COMPANY LIMITED DIAMOND HOUSE P.O.BOX M 108 ACCRA,GHANA. Or other PMMC refinery suboffice per an agreed scheduled time TBD.
3. The Buyer confirms to import the Gold dust, nuggets, or bars under buyers company trading license observing all legal regulations.
4. The Buyer confirms that the Seller is entitled to have a representative accompany and present during the smelting and assay test at the refinery TBD.
5. AU delivered to Government Assay Office for official analysis Buyer will assume all cost associated with the Assay, taxes and fees collected by the Government.
6. Date scheduled to deliver to Refinery Accra TBD Buyer will bear all fees associated with Government Assay at time of delivery to Ghana Refinery TBD.
7. Buyer conducts qualitative assay; the type of qualitative assay must be approved by the seller of product. Assay test type is smelt. 100 percent of trade gold volume must be smelted.
8. Buyer electronically disperses funds after final assay from Buyers account to Sellers account. Approved Assay reports payment funds will be dispersed within 24 hours to sellers account.
Approved assay test is test results that are within the specifications of the specs in this CTA. If assay test results fall below specs the buyer has the right to reject any or all of the gold without penalty. Seller has a right to negotiate a lower price condition.
9. Upon validated poof of funds transfer, Seller signs transfer of ownership document.



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4. NON-CIRCUMVENT & NON-DISCLOSURE

Seller and Buyer accept and agree to the provisions of the International Chamber of Commerce, Geneva, Switzerland, for non-circumvent and non-disclosure, with regard to all and every one of the Third Party assignments with full reciprocation for a period of 5 (five) years from the last performance of delivery.

5. BANKING COORDINATES

Seller's Banking Details and Buyer's Banking Details, Appendix A

6. TIME LIMITATION

It is understood that after signing of this CTA, for AU Metal (After execution by the Seller) Buyer is obliged to provide his Proof of Funds to the Seller for Certification and Authentication. Should Buyer be unable to perform the Proof of Funds when the product is delivered, this Sales and Purchase Agreement for AU Metal will be automatically rendered null and void, without any written notification. If the Buyer requires an extension from the scheduled delivery date, he should request in writing to the Seller in 5 days before product is delivered to the TBD Refinery, if not, all cost in transportation, security, and Government Assay will be borne by the Buyer.

7. APPLICABLE LAW

It is agreed that the language of this CTA is English. It is further agreed that any controversy, claim and/or dispute arising out and/or relating to any part or the whole of this agreement or breach thereof and which cannot be settled between the signatories themselves, shall be settled by and through binding arbitration in accordance with the rules of the ICC International Chamber of Commerce.

Any decision and/or award made by the arbitrators shall be final, conclusive and binding on the Parties and enforceable law in the country of choice of an award by the arbitrators. In the event of dispute the Ghana law shall be applied. The Arbitration shall be conducted in English and the Court Arbitration shall be in United States.



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8. FORCE MAJEURE

No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disasters, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity (or telephone service) in such circumstances. Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

9. OTHER CONDITIONS

Both parties agreed to follow the instruction described in the procedure of this CTA. If there is a change by any parties, the meeting must be held and both sides must acknowledge the alteration and mutually sign this Contract.

All signatories hereto acknowledge that they have read and each party fully understands the terms and conditions contained in this agreement and by their initials and signature hereby unconditionally agree to its terms as the date noted herein.



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CTA Addendum

INTERNATIONAL MONEY LAUNDERING ABATEMENT AND ANTI-TERRORIST FINANCING ACT OF 2001

Global Savings Organization and its U.S. affiliates are NOT precious metal dealers therefore are not bound to implement an anti-money laundering compliance program per the Patriot Act of 2001.

Global Savings Organization is however obligated to disclose all parties involved with any international transactions over \$50,000 to the appropriate U.S. government entity therefore all parties agree that information provided within this Commodity Trade Agreement is accurate and can be legally verified. All parties also agree that the AU metal and the monies from the sale/purchase of this AU metal will not be used for any illegal activities internationally nor domestic U.S. and that the origin ownership and final ownership of said AU Metal is based on a legal and binding transaction.

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SIGNATURES BELOW ARE BOTH PERSONAL AND CORPORATE LIABILITIES

Seller

Corporate Seal

Name	
Signature and Date	

Seller's Witness

Name	
Signature and Date	

Buyer

Corporate Seal

Name	
Signature and Date	

Buyer's Witness

Name	
Signature and Date	

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Appendix A

Buyer's Banking Details

Bank Name	N/A
Bank Address	
Account Name	
Account No.	
Swift Code	
Bank Officer	
Bank Telephone	
Bank Fax	

Seller's Banking Details

Bank Name	N/A
Bank Address	
Account Name	
Account No.	
Swift Code	
Bank Officer	
Bank Telephone	
Bank Fax	



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Amendments

Actual Delivery Schedule of First shipment _____ Kg deliver date _____

Next Planned Delivery Schedule Date

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