



"Protecting Your Assets and delivering your commodity requirement with Integrity and Excellence anywhere in the world"

Company Registration No: 767962

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FULL CORPORATE OFFER NUMBER: ASGI/FCO/HP01

FULL CORPORATE OFFER DATED _____

Made and entered into by and between:

Andro Secure Group Ltd

(Hereinafter referred to as the Seller)

And

[name]

[address]

[passport/id number and country of issue]

Representing:

[company name]

[Street Address]

Telephone Number: ###

Mobile Number: ###

Email Address : ###

(Hereinafter referred to as the Buyer)

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1. INTRODUCTION

- 1.1. This FCO is valid for 7 (Seven) calendar days after the date of issue thereof.
- 1.2. Whereas the Seller has at its disposal Au doré bars and agrees to sell said commodity to the Buyer. The Seller, under full authority and responsibility, represents that it has the clear and qualified right to sell the 500kg's (Five hundred Kilograms), of Au Dore Bars once every month, for a period of 12 months.
- 1.3. Whereas the Buyer agrees to buy from the seller Au doré bars. The Buyer, under full corporate authority and responsibility, represents that it has the full financial capability and rights to purchase the 500 (Five Hundred) Kilograms of Au Doré bar once every month, for a period of 12 months.
- 1.4. Unless the context indicates a contrary intention:
 - 1.4.1. a reference to any gender shall include the other gender;
 - 1.4.2. a reference to a natural person shall include a juristic entity (whether incorporated or unincorporated) and *vice versa*.
 - 1.4.3. clause/paragraph headings are inserted for convenience only and shall not bear upon the interpretation of this agreement.
 - 1.4.4. the words and expressions set forth below shall bear the following meanings and cognate expressions shall bear corresponding meanings:

“Agreement”	means this agreement including the schedules and/or addendums hereto;
“Au”	means the chemical element gold.
“assayed”	means the chemical process to subject refined gold to chemical analysis, to the determine the amount of impurity of the gold
“Business Day”	means any calendar day other than a Saturday, Sunday or official public holiday recognised as such under the Public Holidays Act, 1994 of South Africa, or any successor act of the South African Parliament;
“BG”	means an acceptable 'Bank Guarantee' – i.e. a guarantee from a reputable banking institution ensuring that the liabilities of a debtor will be met. In other words, if the Buyer as debtor fails to settle a debt, the bank will cover it.
“carat”	means a unit of purity for gold alloys . [also, <i>karat</i>] (symbol: K or kt);
“days”	means calendar days of any month of any year, and includes Saturdays, Sundays and any public holiday of any country in the world, and “day” shall mean a calendar day of any month of any year and shall also include Saturday, Sunday and any public holiday of any country in the world.
“doré bars”	a semi-pure alloy of gold and silver , usually created at the site of a mine with an average purity of between 92% and 94%

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“Intellectual Property”	means all rights, title and interest in and to all the intellectual property pertaining to the name Andro Secure Group Ltd , and all copyright, patents, licenses, marks, trade names, brands and logos used in connection with the Business of the Seller as at the Signature Date;
“Juristic person”	Includes a partnership, association or other body of persons, corporate or unincorporated, or a trust as defined in Section 1 of the National Credit Act of South Africa (Act number: 34 of 2005).
“months”	means calendar months
“Parties”	means the Buyer and the Seller collectively; and “Party” shall, as the context requires, be a reference to any one of them;
“Prime Rate”	means the published prime overdraft rate charged by of, to its most favoured customers in respect of similar amounts, as determined by any manager of any branch, whose authority it shall not be necessary to prove;
“Purchase Price”	means the purchase consideration payable by the Buyer for the Goods in accordance with clause 3.14;
“refinery”	means a production facility composed of a group of chemical engineering unit processes and unit operations refining the herewith sold doré bars or converting the herewith sold raw material doré bars of into refined Au of approximately 99%
“SBLC”	means an acceptable stand by letter of credit issued by a reputable Bank on behalf of a Seller to provide assurances of its ability to perform under the terms of this contract between the parties
“SPA”	means a SALE AND PURCHASE AGREEMENT to be concluded between the parties;
“The Signature Date”	means the date of first signature of this Agreement;

Now therefore the Parties agree to this Full Corporate Offer as follows: Whereby the buyer agrees to buy from the seller the below mentioned commodity on the terms and conditions as contained in this Full Corporate Offer.

2. PARTIES

2.1. Hereinafter referred to as the "Authorized Seller"

- 2.1.1. Seller Name:** Andro Secure Group Ireland Ltd
- 2.1.2. Address:** Unit 3D North Point House, North Point, Business Park, New Mall Road, Cork T23, AT2P as well as Shannon Airport, Ireland
- 2.1.3. Telephone:** +27 76 618 8873
- 2.1.4. E-mail:** christo@androsecure.eu
- 2.1.5. Represented by:** Mr. Christiaan Jacobus Rabie
- 2.1.6. Agent:** Not Applicable

2.2. Hereinafter referred to as the "Authorized Buyer"

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- 2.2.1. Buyer Name:**
- 2.2.2. Address:**
- 2.2.3. Represented by:**
- 2.2.4. Telephone:**
- 2.2.5. Mobile Number:**
- 2.2.6. Email Address:**

3. COMMODITY SPECIFICATIONS & QUANTITY

- 3.1.** The Seller, under full authority and responsibility, represents that he has the clear and qualified right to sell up to and over 1000 (One thousand) Kilograms of Au executed once every month.
- 3.2.** The Buyer, under full corporate authority and responsibility, and his duly authorised representative agree and confirms that he has the full financial capability and rights to purchase the 500 (Five Hundred) Kilograms of Au Bars, executed once every month.
- 3.3.** The selling price of the commodity is subject to revisions every Three months. The agreed price shall be LBMA less Net 10% (Five Percent) per Kilograms of Au. The price shall be calculated on the final quantity, after the Au has been assayed.
- 3.4. COMMODITY:** Au
- 3.5. FORM:** Gold, 1kg Bars
- 3.6. PURITY SHIPMENT:** Between 92% and 94% average.
- 3.7. FINENESS:** Between 22 carats and 24 carats average.
- 3.8. ASSAY:** Final assay to be made at the Buyer's designated refinery or destination, and the refined result of value in Assay Report issued by Refinery will be accepted and bound by both Buyer and Seller parties in this agreement.
- 3.9. REFINERY:** To be advised by the Buyer.
- 3.10. ORIGIN:** West Africa (or at Seller's choice.)
- 3.11. PACKING:** Export Package Boxes or any other suitable packaging commonly used in the trade.
- 3.12. QUANTITY:** The contractual quantity for sale to the Buyer is 500 (Five Hundred) Kilograms of Au once every month, with roll-overs and extensions.
- 3.13. SHIPMENT:** 500 (Five Hundred) Kilograms of Au Dore Bars, executed once every month for 12 months with rolls and extensions.
- 3.14. PRICE:** The Au is sold at a price of LBMA less Net 5% (Five Percent) per Kilograms of refined Au bars at 99.94%. Buyer and Seller are each responsible

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to pay their own fees and or commissions to their respective representatives under separate IMFPA agreements.

- 3.15. DELIVERY DESTINATION:** TBC
- 3.16. CONTRACT DURATION:** 12 Calendar Months
- 3.17. PRICE OF SUBSEQUENT DELIVERIES:** Clause 3.14 above will be applied.
- 3.18. FULL VALUE OF BANK INSTRUMENT TO BE ISSUED:** To Be confirmed

4. DELIVERY TERMS

- 4.1. The delivery of goods under this Agreement shall be on a CIF basis to Buyer's nominated international airport.
- 4.2. Seller will pay as per paragraph 3.14 all duties, levies and other costs, required in the country of origin, including shipping costs, customs clearance, including all Government Taxes, insurance and handling fees, prior to delivery at Buyer's nominated destination airport.

5. SHIPMENT

- 5.1. The herein specified commodity is packed in boxes (smelter / assayer's standard, buyers) each containing 10 Kilograms (or more if accepted by Buyer or Buyer's Designated Entity) of the commodity described in this FCO. The boxes are packed on a normal Euro size pallet, with Ten (10) boxes per pallet. The seller will mark the serial number on each pack.
- 5.2. The Seller will ensure that the product is securely loaded onto a bonded courier with all insurance in place to the buyer's nominated destination and at the cost of the Seller.
- 5.3. Seller will provide the Buyer with copies of the following, by facsimile transmission or electronic internet mail, forty-eight (48) hours prior to each delivery:
 - 5.3.1. Shipment Reference;
 - 5.3.2. Number of Boxes;
 - 5.3.3. Gross Weight;
 - 5.3.4. Net Weight;
 - 5.3.5. Estimated Fine Gold Content;
 - 5.3.6. Estimated Fine Silver Content;
 - 5.3.7. Detailed Packing List;
 - 5.3.8. Airway Bill Number;
 - 5.3.9. Air Line Name and Flight Number;
 - 5.3.10. Estimated Date of Arrival;
 - 5.3.11. Final Assay Report Certificate;
 - 5.3.12. Certificate of Origin – In terms of Frank Dodds Rule

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5.3.13. Certificate of Ownership

5.4. The Seller will securely glue the internationally accepted customs markings and labels showing commodity and taxes paid information on the boxes before it arrives at the airport and final customs in the country of origin.

5.5. The Air Way Bill (herein after referred to as “the AWB”) has to contain the boxes handling information above.

5.6. Andro Secure Group Ltd will insure shipment from Point of Pick-up to Point of Delivery

6. DELIVERY DOCUMENTS

6.1. Each delivery shall be identified with all appropriate contract reference codes and numbers and a label has to be put on the boxes of the commodity. The Seller will provide the following documents to the Buyer, prior to the transport:

- 6.1.1. Three originals of Commercial Invoices, in favour of the Buyer;
- 6.1.2. Certificate of Origin;
- 6.1.3. Certificate of Ownership;
- 6.1.4. Original Assay Report;
- 6.1.5. Declaration that the product is free and clear and of non-criminal origin, Unencumbered and free of any liens, transferable and exportable.
- 6.1.6. Packing List;
- 6.1.7. Export Permit;
- 6.1.8. Full set Original Airway Bill marked “Air Freight Pre-Paid” and showing the Gross and Net weight.
- 6.1.9. Certificate of the payment of the export taxes.

7. PAYMENT TERMS

7.1. The Buyer shall instruct his bank to issue an SBLC, cash backed, via MT760 to an Andro Secure Group Ltd Nominated Bank Account that shall be in place for 12 months plus 1 day, in an amount equal to LBMA less net 9% (Five Percent) for 2000 (Two Thousand Kilograms) of Au once every month. The funds shall have an instruction that the blocked allocation is exclusively and specifically for the value of monthly shipments of 2000 (Two Thousand) Kilograms per month and is allocated and blocked for the benefit of the transaction code as indicated on the SPA. The instrument will be kept in the Andro Secure Group Ltd Nominated Bank Account for the duration of the contract.

7.2. Full value of the bank instrument for each shipment:

_____ To cover 2000 Kg.

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- 7.3. Seller will furnish Buyer with Proof of Product after the SPA has been signed and RWA been confirmed, and thereafter the financial instrument successfully lodged in Sellers Bank Account.
- 7.4. Payment for the Au shall be made by Swift Telegraphic and Electronic Transfer to the Seller's designated bank account 48 (Forty-Eight) hours after final assay.
- 7.5. Payment to be processed by the Buyer, immediately after final assay from the Buyer's nominated Refinery.
- 7.6. The Buyer will not provide a hard copy of the MT760 to the Seller, as it is expected that the Seller shall obtain same directly from their bank. The Buyer shall provide confirmation that the MT760 has been issued, sent and receipt acknowledged. Upon request the Buyer shall provide the Seller directly, with a copy of the header of the MT760, for the Seller's reference.
- 7.7. Payment documents for the Seller will be as follows:
- 7.7.1. Commercial Invoice;
 - 7.7.2. Airway Bill;
 - 7.7.3. Documentation from Country of origin stating product is cleared for export, Preliminary Assay report verifying AU Doré Bars are at least 92% purity.
- 7.8. With a 12-month contract and payment secured via instrument in an Andro Secure Group Ltd Bank Account, the agreed price shall be paid in full after final assay, stating a purity of 99.94%. Payment shall be made immediately after final assay by the Buyer's Refinery. The Seller shall ship Au bars of a quality of not less than 92%.
- 7.9. When the purity is less than 90% or arsenic compound to be more than 0.5% the Buyer can choose to reject the shipment or renegotiate the price with the Seller.
- 7.10. The Seller hereby states that the Buyer's Payment Guarantee (SBLC or BG) will not be used to Trade or for Monetization. It will solely be used as a Payment Guarantee and to enhance the Sellers Credit Line.
- 7.11. **IMPORTANT NOTE:** NO COMMUNICATIONS BY BUYER AND/OR ANYONE ASSOCIATED WITH BUYER ARE PERMITTED WITH SELLER'S INTERMEDIARIES' FIDUCIARY'S' BANK(S) OR OPERATIONS' BANKS, FIDUCIARIES OR ANYONE ASSOCIATED THEREWITH OR WITH THEM, EXCEPT AS PERMITTED HEREIN OR OTHERWISE IN ADVANCE IN WRITING PROVIDED. FAILURE ON THE PART OF ANY PARTY OR PERSON TO COMPLY HEREWITH, WILL SUBJECT HIM/THEM TO LEGAL AND OTHER SANCTIONS TO THE FULLEST POSSIBLE EXTENT OF THE LAW. ONLY TRANSMISSION/PAYMENT MESSAGES ARE PERMITTED, AND ONLY FROM EMITTING/PAYING INSTITUTIONS.

8. PROCEDURES

- 8.1. Both Parties endorse and exchange this FCO.
- 8.2. The Buyer will provide the required Ready, Willing and Able Document (RWA) [Addendum-A] for the benefit of the Seller with an expiry of 30 days, within 7 calendar days from signature of this FCO.
- 8.3. Both Parties will then enter into a Sales and Purchase Agreement (SPA).
- 8.4. The Buyer will also supply his Custom Liaison to the Seller as an Addendum to the SPA.
- 8.5. Seller will provide Buyer with all necessary documentation for its Customs Agent to clear the product on a monthly basis.
- 8.6. The Seller issues SPA with full Seller's data on Contract, including the shipment time table.
- 8.7. The Buyer receives the SPA from the Seller and within forty-eight (48) hours from the receipt, signs it and exchanges a locked PDF copy of contract via email with the Seller direct; this is needed to perfect the shipment table.
- 8.8. Both Buyer and Seller shall lodge the signed SPA with their respective banks.
- 8.9. Seller will furnish the Buyer with Proof of Product after the SPA has been signed and RWA been confirmed.
- 8.10. The Buyer will then issue an acceptable bank instrument to the Seller's Bank Account. Buyer's Bank Officer must clear mutual acceptance with Seller's Bank Officer (Addendum-B).
- 8.11. On receipt of the payment instrument (BG or SBLC cash backed, via MT760) and verification and acceptance by the Sellers Bank Account, Seller will dispatch first shipment, within 12 (twelve) business days. Buyer shall provide Seller with the airport and refinery name and its location.
- 8.12. All necessary documents will accompany order to Buyer, or Buyer's destination.
- 8.13. Seller advises Buyer of expected shipping date, time of gold shipment arrival and provides the Buyer with copy of the AWB, including ETD and ETA of aircraft.
- 8.14. The export taxes, export documentation, freight cost and other expenses, during export to the destination airport, will be paid by the Seller.
- 8.15. Buyer shall receive the product CIF (INCOTERMS 2010) from the Seller at the Buyer's nominated international airport and in the care of its Customs Agent, thereby ending Seller's product security and protection responsibility and refinery delivery cost. Buyer's Customs Agent shall clear Customs and forward

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product shipment with armed guard service to the Buyer's refinery. Thereafter, Seller's security team and Buyer's security team shall accompany the products to the Buyers refinery for inspection and assay by the Buyer's refinery. The costs and expenses related to clearing Customs by Buyer's Agent and the product's security transportation and security detail costs and expenses from the Airport Section to the refinery, shall be to the account of the Buyer. Refinery shall independently inspect, evaluate and assay the entire quantity of the product for sale. On receipt of the satisfactory assay from the refinery and mutually agreed to by the parties to this Agreement, Refinery shall forward the final assay report to both Buyer and Seller concurrently for acceptance by both parties. Thereafter, the Commercial Invoice and Conditional Title Release to Buyer after full, complete and immediate payment for the product is executed to Seller's bank account. On confirmation of Seller's bankers' receipt of all funds cleared from Buyer, Seller shall transfer product title to Buyer.

9. TITLE OF GOODS

- 9.1. The Title of the Commodity shall pass from the Seller to the Buyer or Buyer's Designated Refinery once the Payment is cleared in accordance with the SPA and after the Final Assay Report by Buyers refinery.
- 9.2. Seller confirms and warrants that the title of the commodity to be sold herein will be free and clear of any and all liens and/or encumbrances and of legal origin.

10. TAXES AND INSTITUTIONAL COSTS

- 10.1. The parties hereto individually and separately accept that all liabilities for taxes, levies, duties, charges and any institutional costs applicable in the execution of their respective rules and regulations will be covered by the respective parties. In the event it occurs, the parties hereto shall only be responsible for those commissions and fees that they in writing have agreed to pay. Each party shall indemnify and hold the other party harmless against any third-party claims or other forms of payment demands of abovementioned nature. Additional charges due to excessive impurity content will be deducted from the amount payable to the Seller.

11. NON-CIRCUMVENTION AND NON-DISCLOSURE

- 11.1. The parties agree that the intellectual property of the Seller is a valuable, special and unique asset of the Seller. The parties agree that they shall protect the intellectual property and confidential information disclosed pursuant to the provisions of this Agreement, using the same standard of care that each party applies by safeguard its own proprietary, secret or confidential information and that the information shall be stored and utilised in such manner as will prevent any unauthorised disclosure thereof.

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The parties hereto agree to respect each other's proprietary interests and not to reveal details and/or information to parties and/or individuals other than those who are the officers involved in handling this transaction. Except without the written consent of the other party, no communication is to be made by one party to the other party's bank, its handling officer(s) and/or manager(s).

- 11.2. In the event that this transaction will not materialise, concluded or reach the stage where the Seller was able to know the particulars and material information or coordinates of the Buyer, the latter is prohibited to use and utilize those information or coordinates for purposes of contacting directly the Buyer herein to continue the failed transaction or similar arrangements involving the same commodity or dealings. Prohibition will be in force and effect for a period of Five (5) years from the date of execution hereof.

12. SPECIAL PROVISIONS

- 12.1. Nothing contained in this FCO shall be construed or have an effect as constituting any partnership between the parties of this FCO.
- 12.2. The Buyer agrees that the Seller can send one representative to accompany the commodity at all times (except closing time of the refinery or duly authorised safe keeping facility), until the ownership of the commodity is transferred to the Buyer or Buyer's Designated Entity. The Seller will instruct his representative to authorize the opening of the crates, in the presence of a customs official and a Buyer's representative, at the destination airport, for the verification purposes.
- 12.3. If the Seller doesn't send a representative to accompany the commodity, the Seller agree to provide the Buyer with a letter of authorization - upon the Buyer's request - to open the crates in the presence of a custom official for verification purposes. The Buyer will instruct his local forwarder to transport the goods from the airport to the safe keeping facility under their responsibility.
- 12.4. This FCO contains the full FCO and entire understanding of the parties herein with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings of parties with respect to the same subject of this FCO.
- 12.5. This FCO shall be accepted by both parties if executed and sent by fax and/or E-Mail direct to the parties concerned at the numbers contained within this FCO.
- 12.6. This FCO is valid after electronic signatory by both parties and is accepted as original, and is signed with full authority to act.

13. JOINT DECLARATION

- 13.1. The Seller and Buyer each declare unto one another that the Commodity herein for sale, and the origin of the funds used for purchasing the Commodity, do NOT contravene: The Drug Trafficking Offenses Act 1986, The Criminal Act 1988, The Prevention of Terrorism (Temporary Provisions) Act 1989, The Criminal Justice (International Co-operation) Act 1990, The Criminal Justice Act 1993, and The Money Laundering Regulations 1993, Patriot Act 2001, or any other illegal or criminal activity. And accordingly, each party to this contract indemnifies each other against any such allegations which may or may not be made in the future.

14. TOTAL AGREEMENT

- 14.1. This Agreement supersedes any and all prior agreements and represents the entire Agreement between the parties.

15. GENERAL

- 15.1. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision of this Agreement.
- 15.2. The schedules or Addendums to this Agreement form an integral part hereof and words and expressions defined in this Agreement shall bear, unless the context otherwise requires, the same meaning in such schedules.
- 15.3. In the event that the day for payment of any amount due in terms of this Agreement should fall on a day which is not a Business Day, then the relevant date for payment shall be the previous Business Day.
- 15.4. Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause.
- 15.5. The use of the word “*including*” followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example or examples.
- 15.6. Should any provision of this agreement and/or term of this agreement and/or part thereof be found to be invalid and/or unenforceable by a Court of Law, such a finding shall, subject to the Order of such Court, not affect the validity

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and/or enforceability of the remaining provisions of this agreement and/or term of this agreement and/or parts thereof.

- 15.7. No Party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.
- 15.8. No indulgence by either Party to the other or failure strictly to enforce the terms of this Agreement shall be construed as a waiver or be capable of founding an *estoppel*.
- 15.9. Where the consent (which shall include any permission or approval) of any person is required in terms of this agreement, such consent shall be deemed to refer to prior written consent, and in the event of such consent, being withheld or refused, the onus shall be on the person denying such consent to prove that the refusal or withholding was unreasonable in all the circumstances.

16. FORCE MAJEURE AND NON-PERFORMANCE

16.1. Force Majeure Events

16.1.1. Neither Party shall be liable for any failure or delay in performing any of its obligations under this Agreement, nor shall such failure or delay be deemed a breach of this Agreement, if and to the extent that such failure or delay is caused by or results from events beyond the reasonable control of the affected Party, including but not limited to:

- 16.1.1.1. Acts of God, natural disasters (such as floods, earthquakes, storms, pandemics).
- 16.1.1.2. War (declared or undeclared) acts of terrorism, armed conflict, embargoes, or blockades.
- 16.1.1.3. Governmental restrictions, sanctions, prohibitions, orders, or any other government actions.
- 16.1.1.4. Strikes, lockouts, labour disputes, or industrial actions (whether involving the workforce of the affected Party or otherwise).
- 16.1.1.5. Disruptions or delays in transportation, supply chains, or logistics services beyond the control of the affected Party.
- 16.1.1.6. Breakdowns of plant, machinery, or equipment essential to the performance of this Agreement, where such breakdown is beyond the control and without fault of the affected Party.

16.2. Notification

16.2.1. The Party affected by a Force Majeure event shall:

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16.2.1.1. Notify the other Party in writing within five (5) Business Days of becoming aware of the Force Majeure event, providing reasonable details of the nature, expected duration, and impact on performance.

16.2.1.2. Use all reasonable endeavours to mitigate the effects of the Force Majeure event and resume performance of its obligations as soon as reasonably practicable.

16.3. Suspension of Obligations

16.3.1. The obligations of the affected Party shall be suspended for the duration of the Force Majeure event. The time for performance of the affected obligations shall be extended for a period equivalent to the period of delay caused by the Force Majeure event.

16.4. Termination for Extended Force Majeure

16.4.1. If a Force Majeure event continues for a period exceeding sixty (60) consecutive calendar days, either Party shall have the right to terminate this Agreement with immediate effect by providing written notice to the other Party. In such case, neither Party shall have any liability to the other for any damages or losses arising from such termination, except for obligations that accrued prior to the date of termination.

16.5. Non-Performance Not Attributable to Force Majeure

16.5.1. If a Party fails to perform any of its obligations under this Agreement for reasons not attributable to a Force Majeure event, the non-performing Party shall be liable for any losses, damages, or costs reasonably incurred by the other Party as a result of such non-performance, subject to the limitations of liability set forth in this Agreement or the Sales and Purchase Agreement (SPA)

17. ACCEPTANCE OF FULL CORPORATE OFFER

**Buyer:
Name:**

For and on behalf of



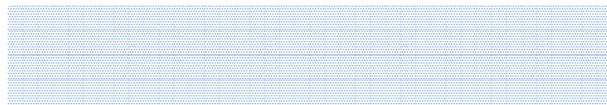
Passport:

All Signatures in wet blue ink (no electronic signatures)

Name / Title:	Mr
Company:	
Passport Number:	
Date of Issue:	
Date of Expiry:	
Country of Issuance:	

Seller: Andro Secure Group Ireland Ltd.
Contact: Christiaan Jacobus Rabie (Christo)

For and on behalf of [Andro Secure Ireland](#)



Passport:

All Signatures in wet blue ink (no electronic signatures)

Name / Title:	Mr
Company:	Andro Secure Group Ltd
Passport Number:	A08829594
Date of Issue:	30 September 2019
Date of Expiry:	29 September 2029
Country of Issuance:	Republic of South Africa

18. ADDENDUM-A

RESERVED FUNDS SERVICE 2025: PROCEDURES & PROTOCOLS

1. Applicant submits a signed application, along with this executed MOU with requesting the Provider to deliver Reserved Funds to their receiving bank.
2. The Provider opens a file and delivers a Term Sheet indicating the terms and conditions of the Reserved Funds service as well as the protocol and procedures. The fundamental premise of the service is as follows:
 - 2.1. The Client's bank must initially undertake with full bank responsibility to receive the funds at its counters on behalf of their client and to return the funds as mutually agreed on the given due date (day 365 after receipt).
 - 2.2. The Client's bank must further commit to remitting the required **% payment** for the service within 25 days after receiving the receipt of the said funds.
 - 2.3. The above commitments must initially be confirmed by the Client's bank via bank email either confirming to their own Client or directly to the Provider, in order to qualify for the transaction and initiate bank to bank engagement.
 - 2.4. Upon confirmation of the above, both banks engage conduct the required KYC/AML and declaring the above commitments via SWIFT799 after which the Provider then instructs their bank to deliver the said funds via SWIFT wire transfer to the Client's bank under the agreed terms of service.
 - 2.5. The Term Sheet will include a specimen of the forthcoming SWIFT MT799 for review and acceptance by the Client and their bank. Acceptance of specimen SWIFT MT 799 must be formalized and confirmed by the Client's bank to the Provider to trigger the delivery of the Reserved Funds.
 - 2.6. After the acceptance and execution of the Term Sheet by the Client with the specimen of the SWIFT MT799, an Escrow Addendum is provided to the Client for their review and consideration.
 - 2.7. Once Escrow is opened, the Provider delivers a binding Reserved Funds Service Agreement that will specify the terms that will govern the service to be provided.
 - 2.8. Upon receipt of a mutually executed Reserved Funds Service Agreement, the Provider shall contact the Client's receiving bank via email to initially confirm the support of the Client's bank for the said transaction and this confirmation will be a pre-condition to bank-to-bank engagement.
 - 2.9. After the transaction has been confirmed with the Client's bank by the Provider, the Provider's bank shall contact the Client's bank so that both banks can conduct the required due diligence to satisfy the regulatory KYC

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requirements and to ensure that the transaction is AML compliant prior to any SWIFT activity.

3. Both banks will verify the respective capacity of the parties involved and prepare the bank responsible commitments that will need to be exchanged via SWIFT to cause the delivery of the Reserved Funds to the counters of the Client's bank in accordance with the terms of the Reserved Funds Service Agreement.
 4. The Client's bank will further qualify the transaction by irrevocably declaring that the said funds are to be received and reserved by the Client's bank, in favour of its nominated beneficiary. The Client's bank will further irrevocably undertake to remit the required payment to the Provider and to irrevocably return the said funds to the Provider on day 365 or the given due date. These bank commitments shall serve as full recourse collateral and are a pre-condition to the release of the funds to the Provider's bank.
 5. After the receipt of the required bank commitments by the Provider's bank, the funds shall be sent via SWIFT wire transfer to the counters of the receiving bank to be held under its custody, care and control for a term of 365 days, in accordance with the terms of the Reserved Funds Service Agreement.
 6. Within five (5) banking days of the receipt of the Reserved Funds, the Client's bank shall remit the Provider's fee to the Provider's bank in favour of the Provider, as payment for services rendered. The fee will equate to **17% (seventeen percent)** of the funds received for services rendered under the terms of the Reserved Funds Service Agreement.
 7. The certified original hard copy of the referenced SWIFT MT760 shall be immediately delivered by the Client's bank to the Provider's bank via bank bonded courier no later than three (3) banking days after the receipt of the Reserved Funds.
 8. On day 365 after the delivery of the Reserved Funds, the Client's bank must irrevocably return the said funds, free, clear and unencumbered to the Provider's bank without protest or delay or set off of any nature.
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