Gold Purchase Agreement

Ghana and Uganda with Mobile Money settlement

Working draft for completion and review by qualified local counsel before signing. This is a new agreement, not a recovered original. Global Gold Partners is a proposed trading name; the actual contracting entity and authorized local purchaser must be identified below.

Agreement number and effective date

Buyer legal name and registration number

Buyer address and authorized representative

Seller legal name and identification or registration number

Seller address and authorized representative

Transaction country and attached order number

1 Scope and purchase orders

This agreement governs only gold lots specified in purchase orders signed by both parties. Nuggets, doré bars and refined bars must be identified separately. No minimum volume, exclusivity, advance payment or future production commitment applies unless expressly agreed in a signed order. The relevant country schedule forms part of each order. Mandatory law and regulator requirements prevail over conflicting terms.

2 Conditions before settlement

No payment or transfer is required until the parties have verified identity, authority to act, lawful source, seller title, applicable trading permissions, the authorized purchasing route, assay and the agreed settlement method. The buyer may suspend a transaction with a written explanation where these checks cannot be completed. Any local purchasing intermediary must be named and sign the order in its actual capacity.

3 Seller declarations

The seller declares that it owns the specified gold or has documented authority to sell it; the gold is lawfully sourced and free of undisclosed liens, prior sales and third-party claims; and supplied documents are accurate. The seller shall disclose mining location, origin country, beneficial owners and any intermediary. Cross-border origin must not be represented as domestic production.

Core Purchase Terms

4 Weighing assay and acceptance

The parties shall document gross weight, packaging deductions, net weight, sampling, seals, photographs and chain of custody. The signed order shall name the independent assayer, test method and acceptable variance. No melting or destructive sampling without written consent. If results are disputed, the lot remains segregated with the agreed custodian pending an independent umpire assay. The order allocates assay costs; neither party may change price or deductions unilaterally.

5 Price and currency

Fine gold grams equal net grams multiplied by assay purity percentage divided by 100. Fine troy ounces equal fine grams divided by 31.1034768. Gross price equals fine gold quantity multiplied by the agreed price per fine unit. Net seller payment equals gross price minus only the itemized, agreed deductions. The order must state the benchmark source, fixing time, currency and any exchange rate. No default purchase discount or guaranteed margin is included.

6 Mobile Money settlement

Where legally permitted and accepted by the relevant authority and provider, pay in the agreed local currency to the verified seller’s named MoMo account. Record provider, account holder, number, amount, fees and receipt reference. Account changes require independent verification and written approval. Do not split payments to evade provider limits. If MoMo is unavailable, use the signed order’s approved bank or escrow alternative. A provider status message alone is insufficient: obtain provider confirmation and seller acknowledgement of cleared funds. A pending payment must be traced before any retry to avoid duplicate payment.

7 Funding title and custody

The buyer’s crypto funding is separate from the seller’s local-currency entitlement. Only successfully withdrawn and converted funds count as available. Unless lawful escrow terms expressly provide otherwise, title passes only when the agreed net payment clears and the identified gold is handed to the named authorized custodian, with both events recorded. Risk of loss transfers at the documented handover stated in the order. Custody, insurance and any pre-settlement holding arrangement must be agreed before delivery.

8 Delivery export and remedies

The order allocates transport, refining, insurance, export, customs and import responsibilities. No export before required approvals. Nonconforming gold may be rejected before settlement with documented reasons. The parties shall agree lawful return or refund arrangements; suspect material shall not be moved contrary to authority instructions. No substitution of another lot without written consent. If a condition fails by the order deadline, either party may cancel that order, subject to agreed costs and return of funds or property lawfully due.

9 Records disputes and changes

Retain contracts, assay, source, custody and payment records for the applicable legal period and disclose them to competent authorities as required. Protect personal and financial information. Changes require signed writing. No token, referral commission, profit right or fundraising authorization is created by this agreement. Governing law and dispute forum must be completed in the order after local review; unresolved jurisdiction terms must not be left blank at signature.

Purchase Order and Signatures

Order number country and settlement deadline

Authorized purchaser and licence reference

Seller and supplier agreement reference

Gold form lot identifiers and origin

Committed net grams and minimum accepted purity

Assayer method variance and umpire laboratory

Custodian facility and custody receipt reference

Price per fine unit currency benchmark and fixing time

Itemized deductions and party responsible

Net payment amount or agreed calculation

MoMo provider holder and verified account number

Approved bank or escrow fallback

Payment fees and exchange rate fixing method

Delivery place date risk transfer and insurance

Refiner exporter and importer of record

Export and customs responsibility and cost allocation

Rejection return and refund deadlines

Governing law and dispute forum

Attach lot inventory, assay, source and licence documents, custody terms and country schedule. Do not sign with material terms unresolved. Any additional terms:

Buyer signature Name and capacity Date

Seller signature Name and capacity Date

Authorized local purchaser if separate Capacity Date

Custody and payment acknowledgement: lot received _____; cleared net payment _____; provider reference _____; seller acknowledgement _____; date and time _____.

Ghana Country Schedule

The buyer reports that its Ghana contact already owns the gold and has completed GoldBod requirements. Record and verify the supporting documents for the specific lot; this statement is not independent verification. Apply only to Ghana transactions. GoldBod permission and the actual supply category determine the lawful structure. This schedule does not authorize a foreign buyer to purchase directly from artisanal miners or bypass GoldBod.

Required route confirmation

Supply category and mine licence reference

GoldBod licensed local counterparty and licence expiry

Buyer or international offtaker onboarding reference

GoldBod written transaction route confirmation

Authorized refiner and export authorization reference

GoldBod's published July 2026 SFA offtaker framework requires approved foreign-currency purchase funds to follow its prescribed conditions, with conversion and transfer to the aggregator's designated bank account. Consequently, direct crypto-to-MoMo payment must not be assumed to satisfy that route. Where applicable, use the prescribed banking channel; MoMo may be used only for an expressly permitted local settlement by the authorized party.

GoldBod announced mandatory Ghana refining for applicable SFA doré exports from 1 September 2026. Do not promise export of raw nuggets or doré under this agreement without written confirmation of the applicable route and material permissions.

Settlement and export completion

Approved settlement currency and prescribed account

MoMo permitted for this specific transaction and evidence

Party responsible for local seller payment

Applicable refining assay and export conditions

Ghana counsel reviewer and confirmation date

Transaction release requires verified lawful purchasing authority, documented funding route, final accepted assay, lawful custody and required export approvals. If direct purchase is not permitted, a separate contract with GoldBod or the approved counterparty may be necessary; this draft alone is insufficient.

Official sources checked on 10 October 2026

GoldBod licensing and authority: https://goldbod.gov.gh/

Offtaker framework: https://goldbod.gov.gh/news/goldbod-introduces-comprehensive-offtaker-onboarding-rules-for-self-financing-aggregators

Local refining directive: https://goldbod.gov.gh/news/goldbod-orders-mandatory-local-refining-of-gold-dore-before-export-effective-september-1

Uganda Country Schedule

Apply only to Uganda transactions. Confirm the current mineral dealing, transport and export permissions for the purchaser, seller and exporter. No licence or approval is assumed to exist.

Mine mineral right or source documentation

Seller authority and licence reference where required

Purchaser mineral dealer licence or applicable authority

Exporter licence and consignment export permit

Origin and royalty or tax payment evidence

Assay laboratory and accepted certificate

Receiving custodian and transport authorization

Approved currency and MoMo provider

Provider business eligibility and transaction limits

Authorized crypto conversion or payout provider

Refining and export material conditions

Uganda counsel reviewer and confirmation date

Local payment conditions

Use the currency expressly agreed in the order, normally UGX for an approved domestic MoMo settlement. Confirm provider eligibility, account ownership, limits, required records and permission for the funding route. MoMo payment does not replace mineral trading or export approvals. Use documented bank or escrow settlement when required or when limits prevent a lawful payout.

Export conditions

Uganda's official trade portal describes mineral dealer licensing and export permit procedures for precious metals. Verify current forms, consignment requirements, royalty and tax treatment with DGSM and the relevant revenue authority before purchasing for export. No tax rate or permit fee is fixed in this agreement. Confirm lawful import and origin records for gold that entered Uganda from another country.

US delivery conditions

Before an export-bound purchase, name the US importer of record, customs broker, insured carrier and receiving buyer or custodian. Obtain their acceptance of the gold's origin, form and supporting documents. Confirm applicable US entry, sanctions and reporting requirements separately; this schedule does not constitute US import clearance.

Official sources checked on 10 October 2026

DGSM licensing portal: https://dgsmportal.minerals.go.ug/site/CustomHtml.aspx?PageID=d7ef5107-4c62-4f57-9483-ac7fcdfc96d4

Uganda Trade Portal export permit procedure: https://ugandatrades.go.ug/procedure/525?embed=false&includeSearch=false&l=en

Internal Funding and Transaction Record

Internal buyer record only. Do not ask a seller to sign wallet credentials or disclose private keys. Funding information does not establish gold ownership or token reserves.

Purchase order and lot reference

Funding account provider and owner

Crypto asset network and withdrawn amount

Withdrawal transaction hash and confirmed receipt

Conversion provider and eligibility verification

Conversion time rate fees and local currency received

Approved payout route and country schedule check

MoMo provider verified recipient and payout reference

Local currency net amount fees and cleared time

Seller acknowledgement and custody receipt

Assay accepted and title transfer time

Reviewer and reconciliation date

Release checklist

- [ ] Identity source and authority verified
- [ ] Country route approved and required licences valid
- [ ] Gold weighed assayed accepted and custody agreed
- [ ] Withdrawn funds received and converted successfully
- [ ] Cleared local funds sufficient for payment and fees
- [ ] Recipient verified and payout permitted within limits
- [ ] Payment traced acknowledged and reconciled
- [ ] Ownership handover and insurance recorded

Funding accounts with failed or untested withdrawals must remain outside the available purchase budget. In particular, StargateSGN funds are unavailable until an actual withdrawal is received in an account controlled by the buyer. Do not commit seller payment against an on-screen balance.

Additional countries require a new reviewed country schedule before use. Actual reserves for any future gold token require separate title, custody, audit and redemption arrangements.