



GENERAL TERMS & CONDITIONS / SCOPE

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The English version is the legally binding \ language that will be enforced by laws and all jurisdictions will refer to it regarding all translations.

Saga Worldwide Investment Holdings™ (SWIH) & Saga Logistics™ (SL) (hereafter 'Saga') offers its clients (an organization either in the form of an affiliation or division that uses Saga umbrella for its activities) the possibility of Investment, Dividends Sharing, Private Offshore Banking, Insurance Coverage, and to obtain delivery of their Own Projects Funding which the consignment / collateral / physical Joint Venture Private Placement Opportunity (JV PPO) / Precious Metals and/or Precious Gemstones / Rice and/or Sugar and/or Vegetable Oil, etc. / Oil and/or Gas and/or Coal through these International Consortium Group's onto the Private Placement Opportunity Platform (PPOP) with the consignment / collateral / physical Assets, Metals and/or Gemstones / Storage Program / Joint Venture Private Placement Opportunity (JV PPO) (hereafter 'Program' / 'JV PPO').

The (JV PPO) / Precious Metals and/or Precious Gemstones / Rice and/or Sugar and/or Vegetable Oil, etc. / Oil and/or Gas and/or Coal brokerage services provided by Saga in the context of the (JV PPO) / Program are governed by these 'General Terms & Conditions / Scope'. Additionally, Saga offers (JV PPO) / Program services which are governed separately and specifically by the Program's '(JV PPO) Investment Contract' / 'Storage Contract' / 'Refinery Contract'.

Definitions

Saga Worldwide Investment Holdings™ (SWIH) (and/or affiliates); *Global Investments Group™ (GIG) – [Global International Investments Banking Consortium Groups™ (GIIBC)], *Saga Consortium Group™ (SCG) – [Saga International Consortium Groups™ (SICG)], (Division of) *Saga Information Technology™ (SIT) – [Saga Information Technology International Consortium Groups™ (SITICG)], *Saga Logistics™ (SL) - [Saga International Logistics Consortium Groups™ (SILCG)], *Saga Agro Group™ (SAG) - [Saga International Agro Consortium Groups™ (SIACG)] and *Canaf Petro-Chemicals Refinery™ (CPCR) (hereafter 'Canaf') - [Canaf International Consortium Groups (CICG)]: Are companies incorporated and registered under the laws of Swiss. SICG is a Precious Metals and/or Precious Gemstones International Consortium; SIACG is a Rice and/or Sugar and/or Vegetable Oil, etc. International Agro Consortium; CICG Oil and/or Gas and/or Coal International Consortium; wholesaler with processes from end to end and maintaining the product chain of custody from start to finish, who also provides consignment / collateral / physical (JV PPO) / Precious Metals and/or Precious Gemstones investments / refine, storage and delivery services, if our company's prefers the Structured Private Financial Opportunities (SPFO) and/or Private Placement Fiduciaries (PPF) options, Saga offers custom-tailored solutions.

SICG consignment / collateral / physical Metals and/or Gemstones in Storage Programs: Refers to the services provided by Saga to investors interested in (JV PPO), purchasing, storing, selling and/or obtaining delivery of consignment / collateral / physical Precious Metals and/or Precious Gemstones, namely diamond, ruby, etc., gold, silver, platinum and palladium in a variety of bullion formats and/or variety of 'The 4 C's' (Cut, Clarity, Colour & Carat Weight) and/or rough uncut.

SIACG consignment / physical Agro goods in Storage Programs: Refers to the services provided by Saga to investors interested in (JV PPO), purchasing, storing, selling and/or obtaining delivery of consignment / collateral / physical Agro goods, namely Rice and/or Sugar and/or Vegetable Oil, etc. in a variety of allocations formats.

CICG consignment / physical Bonny Light Crude Oil (BLCO) and/or Low Pour Fuel Oil (LPFO) and/or Liquefied Natural Gas (LNG) and/or Liquefied Petroleum Gas (LPG) and/or Thermal Coal (TC) in Storage Programs: Refers to the services provided by Canaf to investors interested in (JV PPO), purchasing, storing, selling and/or obtaining delivery of consignment / collateral / physical Bonny Light Crude Oil (BLCO) and/or Low Pour Fuel Oil (LPFO) and/or Liquefied Natural Gas (LNG) and/or Liquefied Petroleum Gas (LPG) and/or Thermal Coal (TC), namely to be refined for specific specifications Low Petro Gas, Unleaded Petrol, Leaded Petrol, Illuminating Kerosene, Diesel, Fuel Oil, etc. and/or clear, colourless and non-toxic in a variety of liquid natural gas formats and/or variety of different grades of fuel oil and/or coal-fired power depend on their volatility and degree which they burn and volatility.

Saga Clients (hereafter collectively 'Client'): Refers to persons or entities who have applied for participation in the (JV PPO) via the applicable forms and procedures, and who have been approved as a Client by Saga.

Precious Metals and/or Precious Gemstones: Refers to the consignment / collateral / physical diamond, ruby, etc., gold, silver, platinum, or palladium in bullion bars or coins acquired and/or stored under the Program that can be used assets into Trade Opportunities onto International Consortium Group's (PPOP).

Agro: Refers to the consignment / physical Rice and/or Sugar and/or Vegetable Oil, etc. in allocations acquired and/or stored under the Program that can be used assets into Trade Opportunities onto International Consortium Group's (PPOP).

Bonny Light Crude Oil (BLCO) and/or Low Pour Fuel Oil (LPFO) and/or Liquefied Natural Gas (LNG) and/or Liquefied Petroleum Gas (LPG) and/or Thermal Coal (TC): Refers to the consignment / physical to be refined for specific specifications Low Petro Gas, Unleaded Petrol, Leaded Petrol, Illuminating Kerosene, Diesel, Fuel Oil, etc. and/or clear, colourless and non-toxic in a variety of liquid natural gas formats and/or variety of different grades of fuel oil and/or coal-fired power depend on their volatility and degree which they burn and volatility in allocations acquired and/or stored under the Program that can be used assets into Trade Opportunities onto International Consortium Group's (PPOP).



Product List: Goods under the **International Consortium Group's** (PPOP) / Program are available in a variety of formats. **Saga** shall publish from time to time a list of the all documented goods available under the **International Consortium Group's™** (PPOP). Certain products are sold / trade by minimum pre-defined lot sizes, which are specified in the Product / Program List.

Program / (JV PPO) Partners: Refers to independent companies that have been selected and approved by **Saga** as Program / (JV PPO) Partners. They are authorized to distribute the Program / (JV PPO), place transaction orders and service Program / (JV PPO) prospects and **Clients** on all **Client** matters related to the (JV PPO).

Storage Report: Refers to the written confirmation of all documented goods owned by the **Client** and held in Storage for the **Client** under the terms of the Storage Contract. The Storage Report is posted in the **Client's** secure login section of **Saga** website and/or the relevant information about the (JV PPO).

Transaction Confirmation: Refers to the written confirmation and specification of a **Client's** concluded transaction, i.e. the (JV PPO), purchase, sale or consignment / collateral / physical delivery of all documented goods, and any cash and/or (dividend share) balances owed to the **Client**. The Transaction Confirmation is posted in the **Client's** secure login section of **Saga** website.

Transaction Order: Refers to the document / form signed by a **Client** in order to initiate a specific transaction (i.e. a (JV PPO), Buy, Sell, Delivery or In-Kind Transfer Order).

Limit Orders / Trade: Refers to Program / (JV PPO), Buy and Sell Orders placed with **Saga** on a limit price basis. Such Limit Order / Trade is accepted on a best effort's basis.

AM Trading: Refers to the trading of assets, all documented goods and/or consignment stock during **Saga's** business days, and generally between 10h00 and 11h00 CET;

PM Trading: Refers to the trading assets, all documented goods and/or consignment stock during **Saga's** business days, and generally between 16h00 and 17h00 CET.

Product / Assets Price: Refers to the asset, buy and sell prices offered by **Saga** and equates to the spot / commodities-trade price plus a premium or discount usual in the market. Brokerage Fees are not included in the Product / Assets Price.

Client Reference Account: Refers to the **Client's** bank account, as specified by the **Client**, from and to which wire transfer payments are made under the Program / (JV PPO).

1. Interpretation Notes

Words suggesting the singular include the plural and vice versa.
Words suggesting a gender include any gender.
An expression suggesting a natural person includes any company, partnership, joint venture, association, corporation or other corporate body.

2. The Program / (JV PPO)

The Program / (JV PPO) are operated by **Saga** and provide **Clients** with the opportunity to (JV PPO), buy, store, sell or obtain delivery of collateral / consignment / physically allocated all

documented goods can be used as collateral for credit advancement for these (JV PPO's).

The **Client** understands that the Program / (JV PPO) Partner appointed may have access to information on the **Client's** transactions and holdings at **Saga**.

3. Submission of Application

Upon submission of a duly signed **Client** Application / (JV PPO), and subsequently any duly signed Transaction Orders (JV PPO), Buy and Sell Orders as specified below), the **Client** confirms that all terms and conditions applicable to the Program / (JV PPO), and particularly all provisions contained in these [General Terms & Conditions / Scope](#) as well as those defined in the Storage Contract and/or (JV PPO) Investment Contract, have been received, fully understood, accepted and agreed to **Client** confirms that any and all forms and documents submitted and signed by the **Client**, are accurate and complete. Any incorrect statements made knowingly shall be deemed to be a breach of **Client's** obligations and could lead to **Saga** rescinding its services.

The details of the **Client's** participation in the Program / (JV PPO), including those provided for the purpose of identification, shall remain private and confidential with the parties involved in the delivery of the Program / (JV PPO) (including the Program / (JV PPO) Partners), subject only to disclosure pursuant to any applicable laws, statutes or regulations.

4. Assets / Buy Orders

Assets, all documented goods and/or consignment stock are purchased only upon receipt of cleared and sufficient funds in **Saga's** accounts. All Assets / Buy Orders are submitted by means of a duly completed Assets (Package Forms) / Buy Order form.

Assets / Purchases can be made in US Dollars (USD) and Euros (EUR). The **Client** is aware that due to the currency chosen there might be transaction costs and currency losses may arise. The **Client** will be liable for these costs Assets / Buy Orders are priced and executed on **Saga's** business days, during **Saga** AM or PM Trading times, provided the respective assets, all documented goods and/or consignment stock are available in the market.

Assets / Purchases are possible only in increments of the minimum lot sizes as defined in the Product / Program List published from time to time.

An Assets / Buy Order with an investment / price limit (a 'Limit Assets / Buy Order') is accepted and executed by **Saga** on a best effort's basis. Investments / Prices are generally monitored during standard Malta or wherever **Saga** resides working hours (09:00 to 17:00). Limit Orders may not go through beyond the aforementioned hours. Also, **Saga** cannot guarantee that, even during said hours, a Limit Assets / Buy Order will be executed under all circumstances.

Saga may not be able to influence the final investing / pricing of a limit order and rejects any and all liabilities related to possible investing / pricing discrepancies.



Goods till cancelled (GTC) Limit Orders remain in effect for a specified time period only and therefore may expire. **Saga** shall, under no circumstances, be liable for any losses or damages resulting from such Limit Orders not being concluded. Under such circumstances, the **Client** will have to submit a new Assets / Buy Order.

Saga retains the right to reject any Assets / Buy Order at its sole discretion, and in particular when the Assets / Buy Order received is incorrect, is incomplete, does not pass **Saga's** due diligence standards and procedures, or should the cleared funds in account not cover the full amount of the assets / purchase. **Saga** shall not be liable for any losses or damages resulting from such circumstances.

Any cash balances that result from an assets / purchase are paid promptly to the Client (less any applicable fees and/or (dividends sharing). Generally, they will, per default, be wired to the **Client** Reference Account.

Saga reserves the right to make partial executions, when the market conditions do not offer enough liquidity or the funds wired by the **client** is not sufficient to cover the full assets / purchase price and all fees.

The conclusion of each Assets / Buy Order shall be confirmed by **Saga** with a Transaction Confirmation. It will detail the specifics of each concluded Assets / Buy Order, investment, including pricing, costs and quantity of all documented goods.

Saga will post the Transaction Confirmation online, on **Saga's** official website within the **Client's** secure and password-protected section. It shall be considered accepted as accurate by the Client, unless **Saga** is notified in writing of any discrepancies no later than 30 business days of its posting.

The collateral / consignment / physical delivery of the assets / storage location / destination defined by the Client generally takes place a few days after the Assets / Buy Order has been executed. If the **Client** chooses to invest / store all documented goods with the receipt / (JV PPO) and investments / storage of the assets / purchased (JV PPO) / all documented goods are confirmed in a separate Investments / Storage Report as soon as the delivery is made by the suppliers and counterparties of **Saga**.

Under exceptional and tight market conditions it is possible that there may be a delay until the (JV PPO) / all documented goods are delivered into investments / storage. **Saga** shall not be held liable for any losses or damages due to such delays.

5. Assets / Sell Orders

All Assets / Sell Orders are submitted by means of a duly completed Assets (Package Forms) / Sell Order form.

Assets / Sales can be made in US dollars (USD) and Euros (EUR). The **Client** is aware that due to the currency chosen there might be transaction costs, and currency losses may arise. The Client will be liable for these costs.

In general, sales are limited to the **Client's** (JV PPO) / all documented goods stored within the Program / (JV PPO), in

other words, up to the quantity effectively held by the **Client** and as reported in the respective Investment / Storage Report.

Assets / Sales are possible only in increments of the minimum lot sizes as defined in the Program's Product / Program List published from time to time.

Assets / Sell Orders will be executed provided there is sufficient demand in the open market, and in accordance with any invest / price limits defined by the **Client** in the Assets / Sell Order.

Assets / Sell Orders are priced and executed on **Saga's** business days, during **Saga** AM or PM Trading times.

The assets / sales proceeds shall be paid promptly. Generally, they will, per default, be wired to the **Client** Reference Account as soon as **Saga** has received the proceeds from its counterparty.

An Assets / Sell Order with an investment / price limit (a 'Limit Assets / Sell Order') is accepted and executed by **Saga** on a best effort's basis. Investments / Prices are generally monitored during standard Malta or wherever **Saga** resides working hours (09:00 to 17:00). Limit Orders may not go through beyond the aforementioned hours. Also, **Saga** cannot guarantee that, even during said hours, a Limit Assets / Sell Order will be executed under all circumstances.

Saga may not be able to influence the final investing / pricing of a limit order and rejects any and all liabilities related to possible investing / pricing discrepancies.

Goods till cancelled (GTC) Limit Orders remain in effect for a specified time period only and therefore can expire. **Saga** shall, under no circumstances, be liable for any losses or damages resulting from such Limit Orders not being concluded. Under such circumstances, **Client** will have to submit a new Assets / Sell Order.

Saga retains the right to reject any Assets / Sell Order at its sole discretion if the Assets / Sell Order received are incorrect, is incomplete, or does not pass **Saga's** due diligence standards and procedures.

Saga retains the right to deduct from the investments / sales proceeds any outstanding fees owed to **Saga**.

The conclusion of each Assets / Sell Order shall be confirmed by **Saga** with a Transaction Confirmation. It will detail the specifics of each concluded Assets / Sell Order, including investing / pricing, costs and quantity of (JV PPO) / all documented goods. Generally, **Saga** will post the Transaction Confirmation online, on **Saga's** official website within the **Client's** secure and password-protected section. It shall be considered accepted as accurate by the Client, unless **Saga** is notified of any discrepancies no later than 30 business days of its posting.

6. In Kind Transfer

Subject to separately defined special terms and conditions, **Saga** may occasionally accept in kind transfers of consignment / collateral / physical (JV PPO) / all documented goods from a **Client** (hereafter 'In Kind Transfers').



Such in Kind Transfers are accepted into the Assets / Program only on the basis of proper product assaying and at **Saga's** sole discretion. **Saga** accepts no liabilities whatsoever for any costs or damages that may result as a consequence of rejection of the **Client's** (JV PPO) / all documented goods.

7. Fees

Saga has the right to charge fees for its services. Any costs, charges, expenses and fees that arise from Investment / Program services including, but not limited to investment / storage and delivery of the (JV PPO) / all documented goods, taxes levied on (JV PPO) / all documented goods, etc. shall be borne by the **Client**.

Fees related to Assets, Buy and Sell Orders will be calculated as a percentage of the Investment / Product Price. Generally, such fees shall be confirmed in writing on the Assets / Buy or Sell order and also transparently stated in the Transaction Confirmation.

Costs and Fees, including costs of third parties, related to consignment / collateral / physical delivery and in-Kind Transfers shall be estimated in advance and presented in writing to the client for approval. The effective costs and fees, which generally do not exceed the estimate, shall be disclosed and charged transparently to the **Client**.

Saga shall have a lien and/or security interest on the **Client's** (JV PPO) / all documented goods and on any proceeds from the investments / sale thereof to the extent necessary to secure payment of any fees, costs or charges due to **Saga** and for all its costs in collecting such charges.

Saga has the right to use (i.e. offset) any of the **Client's** cash balances as accounted for under the (JV PPO) / Program toward the fees owed to **Saga**.

8. Communications

The **Client** is required to inform **Saga** in writing of any changes to the **Client** Reference Account, including changes of the **Client's** residential address, correspondence address or electronic mail address.

Saga shall not be held liable in any way for any kind of damage resulting from delays, errors or losses that result in case of **Saga's** using outdated client information.

Any communication from **Saga** to the **Client** is deemed to have been made if dispatched consignment / collateral / physical or electronically to the last known address (postal or e-mail) of the **Client**, or by posting the notice on **Saga's** official website within its secure and password-protected section. The date of dispatch shall be deemed to be the date shown on such communication.

Saga is not responsible for any losses or damages resulting from services or transactions of any kind conducted after the death of the **Client** if **Saga** has not been duly and timely notified.

9. Termination

Participation in the (JV PPO) / Program may be terminated by written notice at any time by the **Client** or **Saga**.

Special terms of termination apply to **Clients** with (JV PPO) / all

documented goods in storage, as defined in the Storage Contract and/or (JV PPO) Investment Contract.

10. Risk Notice

Investing involves risk. The investment / price of (investments into the JV PPO) / all documented goods can be volatile and may fluctuate up and down and any past (investments into the JV PPO) / all documented goods performance figures are not indicative of future performance. Accordingly, the **Client** understands and agrees that the value of the Investments (JV PPO) / all documented goods may increase or decrease and will be determined by market prices. Investments in (JV PPO) / all documented goods provide no interest or yield.

The **Client** understands that investments in foreign currencies are subject to exchange rate fluctuations and, thus, such fluctuations may have an influence on the performance of such investments as well as the value of the (JV PPO) / all documented goods relative to such currencies.

11. Disclaimer

Saga shall at all times act in good faith and use its best efforts, in compliance with Swiss laws and industry standards. **Saga** shall only be liable for wilful misconduct, gross negligence or material breach of its undertaken contractual obligations.

Furthermore, **Saga** accepts no liability for any losses or damages suffered from any act or omission to act of any third parties involved in the dealing of the **Client's** participation in the (JV PPO) / Program or of the **Client's** (JV PPO) / all documented goods, included but not limited to (JV PPO) / Program Partners, shipping companies, insurers, etc.

The **Client** acknowledges that **Saga** does offer custom-tailored solutions investment advice in connection with (JV PPO) / Program or in regard to the suitability of a **Client's** participation in the (JV PPO) / Program.

The **Client** understands that **Saga** is not acting in any legal or tax advisory role and shall not be liable for adverse tax consequences. The **Client** is advised to consult with his local tax counsel in regards to any and all tax related matters and consult with his local legal counsel in regards to any and all legal related matters.

Saga's liabilities are limited to the (JV PPO) / all documented goods that **Client** has bought, invest, sold or stored under the (JV PPO) / Program.

Client agrees to pay, indemnify and hold harmless **Saga** from and against any tax or other levy, including any goods or services tax, imposed by any governmental agency now or in the future, in respect of (JV PPO), storage, sale or delivery of the **Client's** (JV PPO) / all documented goods under the (JV PPO) / Program.

Saga shall not be held responsible for any damages or losses incurred by reason of the use of internet systems, electronic mail, air-mail, telephone, fax, and other means of transmission, e.g. from losses, delays or unavailability (due to system errors or other reasons), misunderstandings, errors in transmission, forgeries, destruction or duplications etc., provided that **Saga** has



not acted in gross negligence or wilful misconduct.

Saga has the right but not the obligation to request, prior to execution, the written confirmation of any instructions received verbally, by fax, e-mail or in any other way. No responsibility for losses or damages resulting from delays in consequence of such confirmation requests shall arise for **Saga**.

Saga shall compare the signature(s) of the Client or his/her attorney with the specimen signatures on file. However, no liability shall be incurred by **Saga** for any failure to recognize false, altered or forged signatures and documents, unless in case of gross negligence or wilful misconduct.

Should **Saga** be in a position that requires a claim of insurance benefits from insurances of (JV PPO) / all documented goods, **Saga's** liability toward **Client** is limited to the Client's consignment / collateral / physical (JV PPO) / all documented goods under the (JV PPO) / Program or its cash equivalent, whichever is received by **Saga** from the insurer.

12. Concluding Provisions

All agreements, amendments, supplements, communications and declarations according to the above provisions shall require written form.

Should a provision of this contract be or become ineffective according to the law, this shall not affect the effectiveness of the remaining provisions.

The contracting parties shall replace ineffective provisions by the ruling that comes closest in a legally permissible manner to that which was intended by the contracting parties.

13. Applicable Law and Jurisdiction

These [General Terms & Conditions / Scope](#), the Storage Contract, (JV PPO) Investment Contract the Program / (JV PPO) itself and all legal relations between **Saga** and the **Client** shall be governed by and construed in accordance with Swiss law (excluding any Conflict of Law provisions of Swiss private international law).

Place of jurisdiction for any dispute arising between **Saga** and the **Client** shall be the Commercial Court of the Canton at the domicile of **Saga**.

14. Strategic Relations Consulting

- 14.1. All legal transactions between the Principal and the Agent (Management Consultant) shall be subject to these [General Terms and Conditions / Scope](#) exclusively. The version valid at the time the Contract is concluded shall be applicable.
- 14.2. These [General Terms and Conditions / Scope](#) shall also apply to any future contractual relationships even if these [General Terms and Conditions / Scope](#) are not expressly referred to in collateral contracts.
- 14.3. Any conflicting [General Terms and Conditions / Scope](#) on the part of the Principal shall be invalid unless they have been explicitly accepted in writing by the Agent (Management Consultant).
- 14.4. If any provision of these [General Terms and Conditions / Scope](#) is or becomes invalid, the other provisions and any contracts concluded pursuant to these provisions shall not be

affected thereby. The invalid provision shall be replaced by a provision which best corresponds to the intention and economic purpose of the invalid provision.

15. Scope of Consulting Assignments / Representation

- 15.1. The scope of each particular consulting assignment shall be individually agreed by contract.
- 15.2. The Agent (Management Consultant) shall be entitled to subcontract, in whole or in part, the services for which the Agent is responsible to third parties. Payment of said third parties shall be affected exclusively by the Agent (Management Consultant). No contractual relationship of any kind shall exist between the Principal and said third party.
- 15.3. During the validity of this Contract and for a period of three years after termination thereof, the Principal shall agree not to enter into any kind of business transactions with persons or organizations the Agent (Management Consultant) employs to perform the Agent's contractual duties. In particular, the Principal shall not employ said persons or organizations to render consulting services the same or similar to those offered by the Agent (Management Consultant).

16. Principal's Obligation to Provide Information / Declaration of Completeness

- 16.1. The Principal shall ensure that during the performance of the consulting assignment, organizational conditions in the Principal's place of business allow the consulting process to proceed in a timely and undisturbed manner.
- 16.2. The Principal shall also inform the Agent (Management Consultant) in detail about previously conducted and/or currently active consulting projects, including those in other areas of competency.
- 16.3. The Principal shall, in a timely manner and without special request on the part of the Agent, provide the Agent (Management Consultant) with all documents necessary to fulfil and perform the consulting assignment and shall inform the Agent of all activities and conditions pertinent to the performance of the consulting assignment. This includes all documents, activities and conditions that become known or available during the performance of the consulting assignment.
- 16.4. The Principal shall ensure that all employees as well as any employee representation (works council) provided by law, if established, are informed of the Agent's consulting activities prior to the commencement of the assignment.

17. Maintenance of Independence

- 17.1. The contracting parties shall be committed to mutual loyalty.
- 17.2. The contracting parties shall be obligated to take all necessary measures to ensure that the independence of all persons working for the Agent (Management Consultant) and/or of any third parties employed by the Agent is not jeopardized. This applies particularly to any employment offers made by the Principal or the acceptance of assignments on their own account.

18. Reporting / Obligation to Report

- 18.1. The Agent (Management Consultant) shall be obligated to report to the Principal on the progress of services performed by persons working for the Agent and/or any third parties employed by the Agent.
- 18.2. The Agent (Management Consultant) shall deliver the final



report in a timely manner, i.e. depending on the type of assignment, two to four weeks after completion of the assignment.

- 18.3. The Agent (Management Consultant) shall not be bound by directives while performing the agreed service and shall be free to act at the Agent's discretion and under the Agent's own responsibility. The Agent shall not be required to work in a particular place or to keep particular working hours.

19. Protection of Intellectual Property

- 19.1. The Agent (Management Consultant) shall retain all copyrights to any work done by the Agent and/or by persons working for the Agent and/or by third parties employed by the Agent (including but not limited to tenders, reports, analyses, expert opinions, organization charts, programmes, performance descriptions, drafts, calculations, drawings, data media, etc.). During the contract period and after termination thereof, the Principal may use these materials exclusively for the purposes described under the Contract. Therefore, the Principal shall not be entitled to copy or distribute these materials without the explicit consent of the Agent (Management Consultant).
- 19.2. Any violation of this provision by the Principal shall entitle the Agent (Management Consultant) to prematurely terminate the Contract and to enforce other legal claims, in particular for restraint and/or damages.

20. Warranties

- 20.1. The Agent (Management Consultant) shall be entitled and obligated, regardless of fault, to correct any errors and/or inaccuracies in the Agent's work, which have become known subsequently. The Agent shall immediately inform the Principal thereof.
- 20.2. This right of the Principal expires six months after completion of the respective service.

21. Liability / Damages

- 21.1. The Agent (Management Consultant) shall be liable to the Principal for damages - with the exception of personal injury – only to the extent that these are the result of serious fault (intention or gross negligence). Correspondingly, this also applies to damages resulting from third parties employed by the Agent.
- 21.2. Any claim for damages on the part of the Principal may only be enforced by law within six months after those entitled to assert a claim have gained knowledge of the damage and the liable party, but not later than three years after the incident upon which the claim is based.
- 21.3. The Principal shall furnish evidence of the Agent's fault.
- 21.4. If the Agent (Management Consultant) performs the required services with the help of third parties, any warranty claims and claims for damages which arise against the third party shall be passed on to the Principal. In this case, the Principal shall primarily refer to the third party.

22. Confidentiality / Data Protection

- 22.1. The Agent (Management Consultant) shall be obligated to maintain complete confidentiality concerning all business matters made known to the Agent in the course of services performed, especially trade and company secrets and any other information concerning type and/or scope of business and/or practical activities of the Principal.

- 22.2. Furthermore, the Agent (Management Consultant) shall be obligated to maintain complete confidentiality towards third parties concerning the content of the work completed, as well as any information and conditions that contributed to the completion of the work, particularly concerning data on the Principal's clients.

- 22.3. The Agent (Management Consultant) shall not be obligated to maintain confidentiality towards any person working for the Agent or representatives of the Agent. The Agent is required to obligate such persons to maintain complete confidentiality and shall be liable for any violation of confidentiality on their part in the same way as if the Agent had breached confidentiality.

- 22.4. The obligation to maintain confidentiality shall persist indefinitely even after termination of this Contract.

- 22.5. The Agent (Management Consultant) shall be entitled to use any personal data entrusted to the Agent for the purposes of the services performed. The Agent (Management Consultant) shall guarantee the Principal that all necessary measures will be taken, especially those regarding data protection laws, e.g. that declaration of consent are obtained from the persons involved.

23. Remuneration

- 23.1. After completion of the services agreed upon, the Agent (Management Consultant) shall receive remuneration agreed upon in advance between the Agent (Management Consultant) and the Principal. The Agent (Management Consultant) shall be entitled to render intermediate accounts and to demand payment on account as required by the progress of the work. Remuneration shall be due and payable immediately after rendering accounts by the Agent.

- 23.2. The Agent (Management Consultant) shall render accounts, which entitle to deduct input tax and contain all elements required by law.

- 23.3. Any cash expenditures, expenses, travel expenses, etc. shall be reimbursed to the Agent (Management Consultant) by the Principal separately, upon submission of the appropriate receipts.

- 23.4. In the event that the work agreed upon is not completed due to reasons on the part of the Principal or due to a premature termination of contract by the Agent (Management Consultant) for cause, the Agent (Management Consultant) shall be entitled to claim payment in full of the remuneration agreed upon in advance, less expenses not incurred. In the event that an hourly fee had been agreed upon, the Principal shall pay for the number of hours expected to be required for the entire contracted assignment, less expenses not incurred. Expenses not incurred shall be calculated as a lump sum consisting of 30 % of the fee required for those services that the Agent did not perform by the date of termination of the agreement.

- 23.5. In the event that intermediate invoices are not paid, the Agent (Management Consultant) shall be released from the Agent's commitment to provide further services. This shall not apply to any further claims resulting from default of payment.

24. Electronic Invoicing

- 24.1. The Agent (Management Consultant) shall be entitled to transmit invoices electronically. The Principal agrees explicitly to accept invoices transmitted electronically by the Agent (Management Consultant).



25. Duration of the Agreement

- 25.1. This Contract terminates with the completion of the project.
- 25.2. Apart from this, this Contract may be terminated for good cause by either party at any time without notice. Grounds for premature termination include the following: one party breaches major provisions of the Contract - one party opens insolvency proceedings or the petition for bankruptcy is denied because of insufficient assets to cover expenses.

26. Final Provisions

- 26.1. The contracting parties declare that all information contained herein is accurate and made in good conscience. They shall be mutually obligated to immediately inform the other party of any changes.
- 26.2. Modifications of and amendments to this Contract or these General Terms and Conditions / Scope shall be made in writing. This shall also apply to a waiver of this requirement in written form.
- 26.3. This Contract is governed by the substantive law of the Swiss excluding the conflict-of-law rules of international private law. Place of fulfilment is the registered business establishment of the Agent (Management Consultant). Jurisdiction in all disputes is the court in the place where the Agent (Management Consultant) is based.

27. General Terms of Delivery

27.1. Offers and Agreements (Conclusion of Contract)

- 27.2. The Contract shall be deemed to have been entered into upon receipt of written order confirmation, which may take the form of an invoice accompanying the goods.
- 27.3. Offer validity duration is thirty (30) days starting from date of issue, unless otherwise agreed.
- 27.4. **Saga** shall not check the correctness of the information provided by the Customer upon which the offer or order confirmation is based.
- 27.5. Discrepancies of an order's terms, respectively the invoice, become part of the Contract, unless the Customer objects in writing with in five (5) business days from receipt of confirmation. The foregoing is subject to the correction of simple accounting irregularities.

28. Extent of delivery / services

- 28.1. Extent and execution of delivery and services are established by the order confirmation.
- 28.2. **Saga** reserves the right to make partial deliveries. Furthermore, depending on the type of product, **Saga** reserves the right to carry out its orders with a quantity tolerance of $\pm 5\%$ (five percent).

29. Regulations in the country of destination

- 29.1. The Customer is to inform **Saga** no later than at the moment of order about legal, official and other regulations and laws that apply to the execution of delivery, which concern in particular prevention of deceases and accidents, environmental protection regulations and the like.
- 29.2. It is the Customer's responsibility to respect the Swiss and foreign Laws regarding acceptance, export, and import or processing of delivered goods, in particular the Regulations of the Export Control of the United States or other similar legal or official prescriptions of other countries regarding the exportation of technology.

30. Prices

- 30.1. Unless otherwise agreed upon, all prices are quoted net, ex works, in United States Dollars and/or the place of fulfilment is the registered business establishment of **Saga**. Jurisdiction in all exchange currencies is the currency in the place where **Saga** is based and to be supplied by the Customer twenty (20) days before delivery.
- 30.2. Unless otherwise agreed upon, all additional costs, such as freight, insurance, import licence and other authorizations and certificates etc. are fully at the Customer's expense.
- 30.3. Equally the Customer shall bear all kinds of taxes (in particular the VAT), duties, levies, tolls and the like, which are imposed in connection with the Contract, and is obliged to refund **Saga** for any such cost borne by **Saga** against corresponding proof.
- 30.4. If due to unforeseeable circumstances (in particular fluctuations of currencies, all documented goods or supplier prices) the pricing should change between the conclusion of a Contract and the effective delivery, **Saga** shall be entitled to adapt its prices accordingly.

31. Terms of Payment

- 31.1. The Customer is to make all payments net, without any additional costs for **Saga**, within the agreed terms (all documented goods two (2) days, manufacturing costs thirty (30) business days).
- 31.2. If the agreed payment terms are not respected, **Saga** will be entitled – without requiring a special warning – to charge default interests of the same amount of market interests, of at least 6% (six percent) p.a. however.
- 31.3. Payments are due, even if the Customer postpones the delivery terms. **Saga** beholds to store the delivery goods at cost and risk of the Customer.
- 31.4. In case of payment default, **Saga** is entitled to suppress scheduled deliveries.

32. Retention of Title

- 32.1. **Saga** retains title to the goods delivered to the Customer up to the performance of the Contract and the completion of all obligations to pay.
- 32.2. **Saga** is entitled, against presentation of the relative documentation, to register its retention of title in the proper Registry.
- 32.3. Because of existing or future commitments originating from the contract **Saga** retains a title to the goods of the Customer that are in **Saga** possession (e.g. compensation of all documented goods accounts or account payments).

33. All documented goods supply

- 33.1. Unless agreed differently, the all documented goods are to be supplied by the Customer twenty (20) days before delivery.
- 33.2. If the agreed supply terms of the all documented goods are not respected, **Saga** will be entitled – without requiring a special warning – to charge default interests as per point 16.5.2.

34. Delivery terms

- 34.1. The delivery term will be reasonably extended in the event: – That the all documented goods supply terms are not respected or that the Customer does not transmit **Saga** the details necessary for execution of the Contract, such as



technical data, tools or similar, in due time or if the Customer should change subsequently said specifications and thereby cause a delay in delivery; - Of unforeseeable obstacles or of force majeure.

35. Delay in Delivery

- 35.1. In the event of a delayed dispatch of the goods, the Customer is entitled to claim liquidated damages, as far as the delay is caused through proven negligence of **Saga**. Unless otherwise agreed, the compensation is limited to 10% of the contracted price as per point 16.9.2. and in any case restricted to the damages caused to the Customer by delay of dispatch.
- 35.2. The compensation for delayed dispatch amounts for each entire week to 1% (one percent), but altogether no more than 10% (ten percent) applied to the contracted price (all documented goods excluded) of the delayed part of delivery. The first two weeks of delay do not entitle to a right for compensation.
- 35.3. The delay of dispatch or services does not entitle the Customer to further rights and claims, unless otherwise agreed.

36. Transfer of Benefit and Risk

- 36.1. Benefit and risk pass to the Customer at the latest the moment the goods have left the premises.

37. Examination and Acceptance

- 37.1. The Customer shall examine every delivery upon receipt and inform **Saga** in writing, no later than 10 (ten) business days after receipt, of any possible defects. Upon expiration of said time limit the goods shall be considered as accepted and all warranty claims shall decay, except for hidden defects.

38. Warranty and Disclaimer

- 38.1. **Saga** warrants that its delivered goods are free of manufacturing defects. Defects of material are only warranted when the material has not been supplied by the customer as per point 16.7. The warranty is limited to 2 (two) years from the date of delivery.
- 38.2. In case of warranty the Customer is entitled to request replacement or repair by **Saga**.
- 38.3. If due to circumstances neither one nor the other should be possible or feasible, the Customer may be entitled to request a price reduction or to revoke the contract.
- 38.4. The warranty claim expires should the Customer directly remove a defect and claim the thereby originated costs, without written permission of **Saga**.
- 38.5. The warranty claim expires should the Customer or third parties make inappropriate changes, reparations or storage, or if, in case of growing damage, **Saga** does not have the possibility to remove said defect in time, due to reasons beyond its responsibility.
- 38.6. **Saga** cannot be held liable for defects which are due to inexact information or specifications received by the Customer or faulty processing, excessive wear or other reasons beyond **Saga** control.
- 38.7. **Saga** bears no responsibility, as far as legally permissible, for further warranty claims, in particular liability for direct, indirect or consequential damages, unless there are restrictions related to the compelling product liability law.

39. Tools

- 39.1. The necessary tools for the completion of the object of contract are made available by the Customer or are manufactured in accordance with the Customer's drawings and other specifications.
- 39.2. The tools manufactured by **Saga** remain property of **Saga**, even if the Customer has paid for the manufacturing costs of said tools, in part or entirely.
- 39.3. The tools manufactured upon the Customer's request are exclusively for his use only. After a term of five years, during which said tools are not used, **Saga** is entitled to destroy the latter. The Customer is to be informed, as far as possible, beforehand of said procedure.

40. All documented goods weight accounts

- 40.1. For business transactions with all documented goods **Saga** holds all documented goods accounts (bank metal, bank gemstone and industrial Oil/Gas/Coal and agro weight accounts) in the name of the Customer. The Precious Metal and/or Oil/Gas/Coal deposits of the single account holders are not stored separately. The account holder owns jointly with **Saga** said metal and/or Oil/Gas/Coal which is part of the global stock present at **Saga** and corresponds to the relative amount of metal and Oil/Gas/Coal on the specific account in relation to the global stock of the other account holders.
- 40.2. In case of consignment / collateral / physical deliveries for storage purposes **Saga** holds consignment stock and warranty accounts in the name of the Customer. The stock is deposited separately and belongs exclusively to the Customer.
- 40.3. The account holder may claim delivery of the quantity of metal and gemstone shown on his account, given the observance of the contractual obligations towards **Saga** and the respective retention of title as per point 32.2. The same applies to the consignment stock and warranty accounts of the account holder.
- 40.4. **Saga** retains title to all documented goods or consignment stocks of the Customer, whether booked on an account or not. The Title of Retention covers existing or future commitments with **Saga**, as well as negative balances on all documented goods accounts, unpaid delivery invoices or other contractual rights competing to **Saga**.
- 40.5. For all matters concerning the all documented goods, consignment stock and warranty accounts, the Customer's right of disposal and the title of retention, **Saga** is entitled to follow exclusively the instructions of the Customer, without having to consider his bonds to third parties.
- 40.6. For all further matters, we refer to the separate all documented goods Account and Consignment Stock Regulations that shall apply complementarily to the present [General Terms of Delivery](#).

41. Refining Precious Metals and/or Agro and/or Oil/Gas/Coal

- 41.1. **Saga** reserves the right to increase the offered processing costs and/or the return date, in case the material to be refined presents peculiar characteristics, that weren't known to **Saga / Canaf** at order's acceptance and require additional expenses.
- 41.2. The delivery of dangerous (e.g. poisonous, explosive, radioactive, etc.), living organism / fungi (animal's, pesticides, mould, etc.), material with harmful components (e.g. Unstable, Mercury, Cadmium, Arsenium, Selenium,



Tellurium, Bismuth, etc.) can only take place after previous and explicit agreement with **Saga / Canaf**. **Saga / Canaf** may reject at any time the acceptance of such material and send it back to the deliverer at the expense of the Customer.

- 41.3. Settlement is issued based on the weight and fine content of the material which is determined before the refining process. **Saga / Canaf** is entitled to proceed with the processing.

42. All documented goods trade and transfers, Currency transactions

- 42.1. **Saga** is entitled to record telephone orders of the Customer concerning all documented goods and currency trade. For such orders there is a special telephone line.
- 42.2. Phone orders of the Customer become binding through acceptance by **Saga**.
- 42.3. Damage caused by transmission errors, misunderstandings or mistakes during phone transactions with the Customer or third parties is to be borne by the Customer, unless there is evidence of **Saga** negligence.
- 42.4. Transfers that are carried out because of an error, wrong writing or other reasons, without a relative order may be inverted by **Saga** through simple reverse operation.
- 42.5. Telephone recordings are made exclusively in order to clarify eventual misunderstandings during business trade transactions. Listening to recorded conversations is permitted only in case of contestation and by safeguarding all dispositions regarding the privacy legislation.

43. Jurisdiction and applicable Law

- 43.1. The present contract is subject to Swiss Law.
- 43.2. Exclusive place of jurisdiction for any controversy arising between the parties is Switzerland.

44. Regulations Governing Consignment Stock, All Documented Goods Accounts

A – ALL DOCUMENTED GOODS ACCOUNTS REGULATIONS

44.1. Validity all documented goods account related individually regardless the regulations of each holding

The regulations governing all documented goods accounts apply to all Precious Metals (Au, Ag, Pt, Pd), and/or Precious Gemstone (diamond, ruby, etc.) and/or Agro (rice, sugar, vegetable oil, etc.) and/or Oil/Gas/Coal (to be refined for specific specifications Low Petro Gas, Unleaded Petrol, Leaded Petrol, Illuminating Kerosene, Diesel, Fuel Oil, etc. and/or clear, colourless and non-toxic in a variety of liquid natural gas formats and/or variety of different grades of fuel oil depend on their volatility and degree which they burn and volatility) which are administered in accounts related individually regardless form by **Saga Worldwide Investment Holdings™** and/or **Saga Logistics™** (hereinafter **Saga**) acting by itself, for each accounts with the jurisdiction in all countries, is the country in the place where **Saga** have offshore and/or local accounts with own **TERMS** and **CONDITIONS** is based and applicable laws.

44.2. Precious Metals and/or Oil/Gas/Coal and/or Agro weight accounts

The weight accounts are kept in Precious Metals (grams or troy ounces) and/or Oil/Gas/Coal (litres, kilograms, tons, metric tons) and/or Agro (grams, kilograms, tons, metric tons) of fine weight.

44.3. Account holder's entitlement

The Precious Metals and/or Oil/Gas/Coal and/or Agro deposits of the single account holders are not stored separately. The account holder owns jointly with **Saga** said metal and Oil/Gas/Coal which is part of the global stock present at **Saga** and corresponds to the relative amount of metal and gemstone on the specific account compared to the global stock of the other account holders.

The account holder may claim delivery of the quantity of metal and/or Oil/Gas/Coal and/or agro shown on his account, given the observance of **Saga** retention of title. For consignment / collateral / physical deliveries the customer is charged with manufacturing costs. Place of delivery is the place of fulfilment which is the registered business establishment of **Saga**. Jurisdiction in all exchange's quantity is the country in the place where **Saga** is based. By arrangement, **Saga** will deliver the metal and Oil/Gas/Coal to another destination at the expense and risk of the account holder, provided this is practicable and in compliance with the laws in force at the desired delivery point.

44.4. Duty to observe due care on the part of Saga

Saga undertakes to keep, register and manage the assets of the account holder with the same care as it does its own assets.

B – ALLOCATED ACCOUNTS (CONSIGNMENT / COLLATERAL / PHYSICALLY HOLD)

- 44.1. These accounts are opened when a customer requires metal to be consignment / collateral / physically segregated and needs a detailed list of weights and assays. The client has full title to the all Precious Metals (Au, Ag, Pt, Pd), and/or Precious Gemstone (diamond, ruby, etc.) and/or Agro (rice, sugar, vegetable oil, etc.) and/or Oil/Gas/Coal (to be refined for specific specifications Low Petro Gas, Unleaded Petrol, Leaded Petrol, Illuminating Kerosene, Diesel, Fuel Oil, etc. and/or clear, colourless and non-toxic in a variety of liquid natural gas formats and/or variety of different grades of fuel oil depend on their volatility and degree which they burn and volatility) in the account, with **Saga** holding it on the client's behalf as a custodian.

- 44.2. **Clients' holdings** are identified in Precious Metals (Au, Ag, Pt, Pd) a weight list of bars showing the unique bar number, gross weight, the assay or fineness of each bar and its fine weight.

- 44.3. **Clients' holdings** are identified in Precious Gemstone (diamond, ruby, etc.) a weight list of pieces showing the unique piece's number, gross weight, the assay or fineness of each pieces and its fine variety of 'The 4 C's' (Cut, Clarity, Colour & Carat Weight) and/or rough uncut.

- 44.4. **Clients' holdings** are identified in Agro (rice, sugar, vegetable oil, etc.) a weight list of refine logs showing the unique refine logs number, gross weight, the assay or fineness of each refine logs and its fine weight.

- 44.5. **Clients' holdings** are identified in Oil/Gas/Coal (to be refined for specific specifications Low Petro Gas, Unleaded Petrol, Leaded Petrol, Illuminating Kerosene, Diesel, Fuel Oil, etc. and/or clear, colourless and non-toxic in a variety of liquid natural gas formats and/or variety of different grades of fuel oil depend on their volatility and degree which they burn and volatility) a weight list of refine logs showing the unique refine logs number, gross weight, the assay or fineness of



each refine logs and its fine weight. Credits or debits to the holding will be affected by consignment / collateral / physical movements of bars / pieces / refine logs to or from the client's consignment / collateral / physical holding.

44.6. **All documented goods weight accounts**

The weight accounts are kept in Precious Gemstone (carat weight, colour, cut, clarity and number of pieces) all documented goods (grams, kilograms) of fine weight and number of pieces.

45. **Type of accounts**

Following account types are held:

- (Bank) metal and gemstone accounts
- Industrial weight accounts

Industrial weight accounts cannot bear a negative balance. In order to avoid such situation, the customer entitles **Saga** to compensate eventual differences automatically through the (bank) metal accounts.

46. **Sub Precious Metals Bank Accounts**

46.1. **Unallocated Accounts (Electronically Hold)**

46.2. This is an account where specific bars are not set aside and the customer has a general entitlement to the metal. It is the most convenient, cheapest and most commonly used method of holding metal.

46.3. The units of these accounts are one fine ounce of gold and one ounce of silver based upon a 995 LGD (London Good Delivery) gold bar and a 999 fine LGD silver bar respectively. Transactions may be settled by credits or debits to the account while the balance represents the indebtedness between the Bank, **Saga** and Sub Client.

46.4. Credit balances on the account do not entitle the creditor to specific bars of gold or silver, but are backed by the general stock of the bullion at the bank dealer with whom client's sub accounts is held under **Saga** main account. The client is an unsecured creditor.

46.5. Should the client wish to receive actual metal, this is done by 'allocating' specific bars or equivalent bullion product, the fine gold content of which is then debited from the allocated account and sub accounts.

47. **Right of retention**

Saga retains title to the all documented goods of all documented goods or consignment stocks of the Customer, whether booked on an account or not. The title of retention covers existing or future commitments with **Saga**, as well as negative balances on all documented goods accounts, unpaid delivery invoices or other contractual rights competing to **Saga** ('debtor statements').

Saga is entitled to exploit the right of retention, if the Customer hasn't balanced within the due terms his debtor statements. In this case the negative balance of available goods stock is invoiced, sold to third parties or purchased at the daily quotation by **Saga**. The equivalent serves to balance open invoices or to cover other guaranteed commitments of the customer. Reserve funds are formed for other not fallen due, latent or suspense conditional rights, within the sphere of the foreseeable amounts including the relative costs.

48. **Interest / overdrafts / credit line**

No credit interest is paid on all documented goods accounts. Overdrafts / Credit line are only permitted on bank metal and gemstone accounts as part of an explicit credit agreement for the

use of JV PPO with funds monetization.

49. **Fees, taxes and other duties**

All taxes (e.g. VAT) and other duties in connection with the consignment / collateral / physical delivery of all documented goods and the maintaining of all documented goods weight accounts shall be borne by the account holder.

50. **All documented goods weight account statements**

The balance of the all documented goods accounts are recorded on periodic statements sent to the account holder. Differences have to be communicated in writing to **Saga** within 10 days, otherwise the reported balance shall apply.

51. **Exclusive subject of right**

For all matters concerning the all documented goods accounts, the Customer's right of disposal as well as **Saga** right of retention, **Saga** is entitled to follow exclusively the instructions of the account holder without having to respect legal ties to third parties of the latter. Deposits which are made on behalf of the Customer by third parties, are considered as deposits of the Customer.

52. **General Terms of Delivery**

The **General Terms of Delivery** prevail upon the present regulations, which shall supplement the provisions of the **General Terms of Delivery**.

53. **Termination**

This **Storage Contract** may be terminated by written notice at any time by the Client or **Saga**.

Upon termination, but no later than 30 days after termination, Client shall provide final instructions for either delivery or sale of all documented goods still stored under the Program.

If no proper instructions have been received at the office of **Saga** within 30 days of termination, **Saga** has the right to liquidate the Client's all documented goods, deduct any fees and/or costs due to **Saga** and send a wire transfer to the Client Reference Account or a check to the Client's last known address. **Saga** shall not be held liable for any losses or damages resulting from such actions.

Saga is discharged of any further obligations towards the Client after the delivery of the all documented goods or the transfer of the sales proceeds and any cash balances held on behalf of the Client.

Changes of General Terms & Conditions / Scope

Saga reserves the right to make changes to the terms and conditions defined in this **General Terms & Conditions / Scope** from time to time. In case of incongruence between the different versions of these regulations, the English version shall overrule.

Client will be informed of any such changes. The respective changes shall be considered binding and agreed to unless the Client notifies **Saga** of the contrary no later than 30 business days after the date on the announcement.

Due Diligence Convention

In accordance with Articles two (2) through Five (5) of the Due



Diligence Convention and Federal Banking Commission Circular of December 1998 concerning the prevention of money laundering, and Article 305 of the Swiss Criminal Code, the following information may be supplied to banks and/or other financial institutions for the purpose of verification of identity and activities of the investing Member, and the nature and origin of the funds that are to be utilized. All parties have an obligation to respect professional secrecy and to take all appropriate precautions to protect the confidentiality of the information each holds in respect of the others' activities. This legal obligation shall remain in full force and effect at all times.

Declaration

Saga hereby swear under penalty of perjury, that the information provided is both true and accurate. **Saga** is the signatory on the aforementioned bank accounts. All monies engaged in this transaction are derived from non-criminal origin; and, are good, clean and cleared. The origins of funds are in compliance with Anti-Money-Laundering Policies as set forth by the Financial Action Task Force (FATF) 6/01.

Important Note

"Under No Circumstance" SHOULD NO INDIVIDUAL MAKE ANY CALL TO EITHER BANKS if at all any call must be authorized to do so, due diligence and/or confirmation information bank to bank otherwise it will be confirmed fraudulent and with this action, the banks can block the account and/or reject the SWIFT's. This info is after all yours and you should as a result have all the Bank Officers direct line extension BANK CORDINATES "CORRECT CHECK OUT INFORMATION" on hand for verifications and subject the violating Party responsible for damages.

Legal Intellectual Property Notices

This confidential business information is provided to sophisticated and accredited individuals, FOR INFORMATIONAL PURPOSES ONLY, in response to a request for information, for their own interests and purposes, and not for distribution. The information is not intended for distribution to, or use by, any person or entity resident in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject the publisher to any registration requirement. Neither the information nor any opinion contained herein constitutes a solicitation or an offer to buy or sell securities or other regulated products or provide any investment advice or service. Any enterprise contemplated hereunder is strictly one of private placement and, in no way relies upon, nor is related to, current Securities laws and regulations, and does not involve the sale of registered securities. While certain elements were received from the client that contributes to this **GENERAL TERMS & CONDITIONS / SCOPE** this proprietary packaging and certain wording of this information created by **Saga** and subject to copyright laws is the sole property of **Saga** until satisfactorily compensated otherwise?

CONCLUDING PROVISIONS

The Program's shall govern all other aspects of the legal relations between **Saga Consortium Group™** and the Client (Know Your Client (KYC) requirement under Prevention of Money Laundering Act. 2002), **GENERAL TERMS AND CONDITIONS / SCOPE**, **CODE OF CONDUCT**, **POLICY OF COMPLIANCE CODE & ETHICS**, **SUPPLY CHAIN DUE DILIGENCE POLICY**,

GENERAL TERMS OF DELIVERY,

GENERAL CONDITIONS FOR SALE AND PURCHASE,
GENERAL TERMS AND CONDITIONS FOR SALES AND SUPPLY OF MARINE FUELS,
REGULATIONS GOVERNING CONSIGNMENT STOCK - OIL & GAS ACCOUNTS,
REGULATIONS GOVERNING CONSIGNMENT STOCK - METAL & GEMSTONE ACCOUNTS and by the applicable Swiss law.

The **GENERAL TERMS AND CONDITIONS / SCOPE**,
CODE OF CONDUCT,

POLICY OF COMPLIANCE CODE & ETHICS,
SUPPLY CHAIN DUE DILIGENCE POLICY,

GENERAL TERMS OF DELIVERY,

GENERAL CONDITIONS FOR SALE AND PURCHASE,
GENERAL TERMS AND CONDITIONS FOR SALES AND SUPPLY OF MARINE FUELS,
REGULATIONS GOVERNING CONSIGNMENT STOCK - OIL & GAS ACCOUNTS,

REGULATIONS GOVERNING CONSIGNMENT STOCK - METAL & GEMSTONE ACCOUNTS, shall complement the "NON-CIRCUMVENTION - NON-DISCLOSURE & WORKING AGREEMENT - 101 "Private & confidential" / "Joint Venture Fiduciaries Contract" / "Storage Contract" / "Sales Purchase Contract". However, in case of discrepancies or conflicts, the NON-CIRCUMVENTION - NON-DISCLOSURE & WORKING AGREEMENT - 101 "Private & confidential" / "Joint Venture Fiduciaries Contract" / "Storage Contract" / "Sales Purchase Contract" shall prevail and supersede the **GENERAL TERMS AND CONDITIONS / SCOPE**;

CODE OF CONDUCT;

POLICY OF COMPLIANCE CODE & ETHICS;

SUPPLY CHAIN DUE DILIGENCE POLICY;

GENERAL TERMS OF DELIVERY,

GENERAL CONDITIONS FOR SALE AND PURCHASE,

GENERAL TERMS AND CONDITIONS FOR SALES AND SUPPLY OF MARINE FUELS,
REGULATIONS GOVERNING CONSIGNMENT STOCK - OIL & GAS ACCOUNTS,

REGULATIONS GOVERNING CONSIGNMENT STOCK - METAL & GEMSTONE ACCOUNTS.

DISCLAIMER & LEGAL NOTICE DEAL: An agreement entered into by two or more parties for their mutual benefit.

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Neither **Saga Consortium Group™** nor including but not limited to:

Saga International Consortium Groups™ (SICG)

***Global Investments Group™ (GIG) - [Global International Investments Banking Consortium Groups™ (GIBCCG)]**,

***Saga-Cloud Platform™ (SCP) - [Saga International Consortium Group™ (SICG) Cloud Platform]**,

***Saga Information Technology™ (SIT) - [Saga Information Technology International Consortium Groups™ (CITICG)]**,

***Saga Logistics™ (SL) - [Saga International Logistics Consortium Groups™ (SILCG)]**,

***Canaf Petro-Chemicals Refinery™ (CPCR) - [Canaf International Consortium Groups (CICG)]**,

***Saga Precious Metals & Gemstones™ (SPMG) - [Saga International Minerals Consortium Groups™ (SIMCG)]**,

***Saga Agro Group™ (SA) - [Saga International Agro Consortium Groups™ (SIACG)]**,

***Saga International Construction™ (SIC) - [Saga International Construction Consortium Groups™ (SICCG)]**,

***Saga International Foundation™ (SIF) - [Saga International Foundation Consortium Groups™ (SIFCG)]**, and Financial Banking, each of the organizations either in the form of an affiliation or division that uses **Saga** umbrella for its activities that fall under the three consortium group facilities worldwide is not an investment advisor or a certified public accountant nor has a professional background in accounting, securities, banking, insurance, underwriting, nor personal or corporate investigations. **Saga Consortium Group™** has a background in making the lifecycle of real estate accurate, efficient, flexible, predictable, and profitable through the use of various technologies combined with years of high-end architectural / concurrent-engineering / construction experience. **Saga Consortium Group™**' historical talent is inducing intelligent concurrent engineering that coordinates the expertise of others in a manner that systematically produces win-win results across multiple industries. On his own terms and discretion, **Saga Consortium Group™** offers assistance to all parties in regards to obtaining success/win-win for investors and/or trade-groups. Sharing this information represents no commitment to either party whatsoever.

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