

PURCHASE AND ASSUMPTION AGREEMENT

THIS PURCHASE AND ASSUMPTION AGREEMENT (this “Agreement”), dated September 30, 2022 (the “Effective Date”), is entered into by and between **EURO PACIFIC INTL. BANK, INC.**, an International Financial Entity licensed under the laws of the Commonwealth of Puerto Rico, as seller (“Seller”), **PETER D. SCHIFF**, Seller’s sole shareholder (the “Sole Shareholder”), **QENTA INC.**, a Delaware company (“Qenta”), **G-COMMERCE DMCC** and **RESPONSIBLE GOLD TRADING DMCC**, two free zone companies incorporated under the laws of the United Arab Emirates and licensed by the Dubai Multi Commodities Centre (respectively “G-Commerce” and “RGTD”; together with Qenta, the “Purchasers” and, together with Qenta, Seller and the Sole Shareholder, the “Parties”).

WHEREAS, Seller is in the process of surrendering its International Financial Entity license and liquidating its assets, and for such purposes has presented and obtained approval from its receiver and the Office of the Commissioner of Financial Institutions of Puerto Rico (“OCFI”) to a liquidation and dissolution plan on September 6, 2022; and

WHEREAS, in light of Seller’s anticipated liquidation, Purchasers desire to acquire the Assets (as defined below) and undertake the Liabilities (as defined below).

NOW, THEREFORE, in consideration of their mutual promises and obligations and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1 CERTAIN DEFINITIONS

1.1. Certain Definitions. As used in this Agreement, the terms below shall have the meanings set forth.

“Affiliate” of a person means any person directly or indirectly controlling, controlled by or under direct or indirect common control with such first person.

“Assets” means (i) all of Seller’s current cash (whether denominated in USD or in any foreign currency and whatever the account where they may be deposited), cash equivalents, receivables, cash and receivables from depository institutions, including cash items in the process of collection, plus any accrued interest thereon computed to and including Closing, and precious metals deposits (including but not limited to all metals held through Silver Bullion Pte. Ltd.), a list of which as of the Effective Date is attached hereto as Exhibit 1; (ii) the Subsidiary Shares; (iii) the Assumed Contracts (including all of Seller’s rights and obligations thereunder); (iv) the Records; (v) securities (other than the Subsidiary Shares), plus any accrued interest thereon computed to and including Closing, held by or in the Seller or the Subsidiaries; and (vi) the IT Equipment (also listed in Exhibit 1) and the Seller’s website (domain europacbank.com, hereinafter the “Domain”); *provided, however*, that the Assets do not include: (a) the assets or the portion of the assets described in item (i) above that exceed the Liabilities at Closing (as such terms are defined below); (b) any deferred Tax assets, refunds for Taxes relating to the period prior to the Effective Date and prepaid Taxes; or (c) all or any portion of Assets backing Liabilities which, in the discretion of the OCFI, either may be required to satisfy it for any liquidated or contingent liability of any Eligible Customer arising from an unauthorized or unlawful transaction.

“Assumed Contracts” means the contracts listed on Exhibit 1 that, having originally been entered into by Seller, Purchaser will assume with all their rights and obligations as of the Effective Date and in the terms hereof and thereof.

“Bank Closing Date” has the meaning ascribed thereto in Section 5.3.

“Business Day” means a day on which banking institutions are required to be open for business in the State of New York which is not a Saturday, Sunday or another legal holiday.

“Closing” shall mean the moment in which all Assets and Liabilities have been transferred to the Purchasers pursuant to the terms hereof; *provided* that there may be one or more partial transfers hereunder until final Closing is achieved, as contemplated in Section 2.3.

“Confidential Information” has the meaning set forth in Section 5.1.

“Eligible Customers” means all of Seller’s customers (i) whose names are not included in the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List or in any other list published or utilized by the Financial Crimes Enforcement Network (FinCEN); (ii) who are not residents of Puerto Rico; (iii) who have not expressly “opted-out” from the transfer of the corresponding Liabilities to Purchasers hereunder in accordance with the processes established for such purposes by Seller and/or Purchasers; and (iv) whose accounts with Seller are not, as of the Effective Date, categorized as closed, blocked or “under liquidation” (unless with the express consent of either Purchaser) and which are compliant with Purchasers’ KYC and general compliance policies.

“Encumbrances” means all mortgages, claims, charges, liens, encumbrances, easements, limitations, restrictions, commitments, security interests, pledges or other similar charges or liabilities, whether accrued, absolute, contingent or otherwise, except for statutory liens for ad valorem tax payments securing payments not yet due.

“IT Equipment” means the computer hardware, software and related equipment identified in Exhibit 1 and until the corresponding Closing owned by Seller which is needed by Seller’s staff for managing or servicing the Assets in the ordinary course.

“Liabilities” means all of Seller’s liabilities and obligations towards Eligible Customers as of the corresponding Closing.

“Losses” means losses, liabilities, damages (including forgiveness or cancellation of obligations), expenses, costs, legal fees and disbursements, collectively.

“Material Adverse Effect” means a material adverse effect, individually or in the aggregate, on the condition, financial or otherwise, or results of operations of Seller, or on its ability or that of either Purchaser to consummate timely the transactions contemplated hereby. Notwithstanding the foregoing, a Material Adverse Effect shall not be deemed to exist as a result of general economic conditions.

“Purchase Price” has the meaning set forth in Section 2.1(b).

“Records” means all information and documents in Seller’s possession (including records maintained electronically and through third party applications) which pertain to and are utilized by Seller to administer, reflect, monitor, evidence or record information respecting the business or conduct of Eligible Customers, as well as any information on the Assets and/or the Liabilities.

“Regulatory Approvals” means all approvals, permits, authorizations, waivers or consents of governmental or regulatory agencies or authorities necessary or appropriate to permit consummation of the transactions contemplated herein, including without limitation those from the Seller’s receiver, the Office

of the Commissioner of Financial Institutions of Puerto Rico (“OCFI”) and each of the Subsidiaries’ regulators, to the extent applicable and as such approvals must be given under applicable law.

“Subsidiaries” means Seller’s subsidiaries Euro Pacific Funds SCC Ltd., Euro Pacific Securities, Inc., Euro Pacific Card Services Ltd. and Global Corporate Staffing Ltd.

“Subsidiary Shares” means all shares of stock issued by the Subsidiaries.

“Tax” refers to all federal, state, local, or foreign income, gross receipts, windfall profits, severance, property, production, sales, use, excise, transfer, license, franchise, employment, withholding or similar taxes or amounts required to be withheld and paid over to any government in respect of any tax or governmental fee or charge, including any interest, penalties, or additions to tax on the foregoing.

“Uncleared Cash” means all cash Assets held with, and not yet cleared for wiring by, Seller’s correspondent banks, including but not limited to Novo Banco, S.A. as of the initial Closing date.

1.2. Use and Application of Terms. In using and applying the various terms, provisions and conditions in this Agreement, the following shall apply: (1) the terms “hereby”, “hereof”, “herein”, “hereunder”, and any similar words, refer to this Agreement; (2) words in the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular numbered meaning include the plural number, and vice versa; (3) words importing persons include corporations, associations, general partnerships, limited partnerships, limited liability partnerships, limited liability limited partnerships, limited liability companies, trusts, business trusts, corporations and other legal organizations, including public and quasi-public bodies, as well as individuals; (4) the use of the terms “including” or “included in”, or the use of examples generally, are not intended to be limiting; and (5) this Agreement shall not be applied, interpreted and construed more strictly against a person because that person or that person’s attorney drafted this Agreement.

ARTICLE 2 THE TRANSACTIONS

2.1. Transfer and Consideration.

(a) Subject to the terms and conditions set forth in this Agreement, at the Closing, Purchasers shall purchase the Assets and assume the Liabilities object thereof, and Seller shall sell, assign, transfer, convey and deliver to Purchaser, free and clear of all Encumbrances, all of Seller’s right, title and interest in and to such Assets and Liabilities.

(b) The purchase price for the Assets and Liabilities (the “Purchase Price”) is US\$1,250,000 (One Million Two Hundred Fifty Thousand Dollars), payable as follows:

- (i) US\$500,000 (Five Hundred Thousand Dollars), which were paid by Purchasers immediately after the execution of G-Commerce’s Letter of Intention for the acquisition of the Assets and Liabilities by the Seller’s receiver and OCFI, and which payment Seller and the Sole Shareholder hereby irrevocably acknowledge; and
- (ii) US\$750,000 (Seven Hundred Fifty Thousand Dollars), within 15 (fifteen) Business Days after the final Closing hereunder subject to Sections 2.2 and 2.3.

2.2. Initial Closing. Subject to all Regulatory Approvals having been obtained and remaining in full force and effect, an initial Closing shall take place between the execution date hereof and 23:59 CT

on September 30th, 2022, by virtue of Seller perfecting (at its own expense) the assignment, transfer, conveyance and delivery to Purchasers (and to their satisfaction) of the following Assets, and the assumption by Purchasers of all the Liabilities corresponding to such Assets, in each case free and clear of all Encumbrances, pursuant to the following:

(a) All of Seller's Assets listed in Exhibit 1 hereof (except for Uncleared Cash, if any) shall be transferred to Purchasers or a designated Affiliate by virtue of (A) the transfer, via wire of immediately available funds, of all cash to the account(s) designated by G-Commerce for such purposes; and (B) the transfer of all of Seller's right, title and interest in and to any precious metals held with third party depositors;

(b) All Subsidiary Shares shall be transferred, assigned or endorsed in favor of Qenta or a designated Affiliate, all share ledgers and other corporate records shall be delivered and shall duly reflect such transfer, and Seller or Sole Shareholder shall have resigned to any managerial positions in such entities and appointed representatives of Purchasers to replace them in such positions, as well as sole controlling parties over each Subsidiary's bank accounts indicated by Purchasers as necessary for the ongoing operation of such entities;

(c) The Assumed Contracts and all of Seller's rights and obligations thereunder shall be duly transferred or assigned to Purchasers or a designated Affiliate with the acknowledgement or consent of the relevant counterparty, if applicable, or in compliance with their respective terms, unless either Purchaser consents in writing to the transfer of all or part of such Assumed Contracts on a subsequent Closing as per Section 2.3;

(d) All Liabilities shall be assumed by Purchasers or a designated Affiliate, except for those related to Uncleared Cash, if any, or unless either Purchaser consents to the transfer of any such Liabilities on a subsequent Closing as per Section 2.3; and

(e) Custody over the Records shall be transferred by Sellers to Purchasers or a designated Affiliate in compliance with all applicable laws, through physical delivery to, and at the address indicated by, Purchasers or designated Affiliates, or through the granting to them of sufficient credentials for permanent access to such information (including through Assumed Contracts or otherwise), except for Records related to Liabilities for Uncleared Cash, if any, or unless either Purchaser consents to the transfer of any such Records on a subsequent Closing as per Section 2.3. Once Records have been transferred, the corresponding transferee Purchaser or Affiliate shall assume the sole responsibility of retention thereof, except for Records that the Sole Shareholder is required by OCFI to retain pursuant to Seller's Liquidation and Dissolution Plan.

(f) Ownership of the Domain shall be transferred by Seller and Sole Shareholder to Purchasers or a designated Affiliate; *provided* that ownership of the Domain shall be subsequently transferred by the relevant Purchaser or Affiliate to the Sole Shareholder on or before December 31st, 2022.

2.3. Additional Closing. An additional Closing shall take place on the earliest to occur between (a) the date of clearing of all Uncleared Cash, if any, by Seller's correspondent bank, or (b) the second Business Day following a request by either Purchaser to the Sole Shareholder. On such additional Closing, Seller and the Sole Shareholder shall be liable for the effective transfer to Purchasers or their designated Affiliates of any Uncleared Cash and the corresponding Liabilities, or any other Assets and/or Liabilities which transfer after the initial Closing was consented in writing by either Purchaser pursuant to Section 2.2, if any. Seller and the Sole Shareholder undertake the obligation to update Exhibit 1 hereof to include any Assets or Liabilities transferred on an additional Closing.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller and the Sole Shareholder represent and warrant as follows:

3.1. Organization and Authority. Seller is an International Financial Entity (*Entidad Financiera Internacional*) duly organized and validly existing under the laws of the Commonwealth of Puerto Rico, and has the requisite corporate power and authority and has taken all corporate action necessary in order to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement is a valid and binding agreement of Seller enforceable against Seller in accordance with its terms.

3.2. No Conflict; Licenses and Permits. The execution, delivery and performance of this Agreement by Seller does not, and will not, violate any provision of its charter or bylaws or violate or constitute a breach or contravention of, or default under, any law, rule, regulation, order, judgment, decree or filing of any government, governmental authority or court to which Seller is subject or under any agreement or instrument of Seller, or by which Seller is otherwise bound, or to which any of the Assets, Liabilities or Assumed Contracts are subject. Seller has all material licenses, permits or other authorizations of all foreign, federal, state and local governments and governmental authorities necessary for the lawful conduct of its business as currently conducted.

3.3. Approvals and Consents. Except as it relates to the Regulatory Approvals, no notices, reports or other filings are required to be made by Seller with, nor are any consents, registrations, approvals, permits or authorizations required to be obtained by Seller from, any governmental or regulatory authorities in connection with the execution and delivery of this Agreement by Seller and the consummation by Seller of the transactions contemplated hereby.

3.4. Title. Seller has good title to the Assets and Assumed Contracts, free and clear of all Encumbrances, and the value of cash and cash equivalents constituting the Assets is equal to or greater than the Liabilities.

3.5. Contracts. Each Assumed Contract constitutes a valid, binding and assignable obligation of Seller and there does not exist, with respect to Seller's obligations thereunder, any default, or event or condition which constitutes, or after notice or passage of time or both would constitute, a material default on the part of Seller under any Assumed Contract.

3.6. Fiduciary Obligations. Seller has no trust or fiduciary relationship or obligations in respect of any of the Assets or the Liabilities.

3.7. Employees. Seller has complied, and is currently in compliance, in all material respects, with applicable law (including, without limitation, the Employee Retirement Income Security Act of 1974, as amended ("ERISA")), rules and regulations relating to the employment of labor or the provision of compensation or benefits thereto, including without limitation those relating to wages, hours, unfair labor practices, employment discrimination and payment of social security and similar taxes with respect to its employees.

3.8. Proceedings. There is no action, suit, proceeding or investigation pending or, to Seller's knowledge, threatened against Seller, in, before, or by any court or governmental agency or authority related to the Assets, the Assumed Contracts or the Liabilities or that could reasonably be expected to have a Material Adverse Effect.

3.9. Regulatory Matters. There are no pending, or, to the knowledge of Seller or the Sole Shareholder, threatened, disputes or controversies between Seller and any federal, state or local governmental authority with respect to the Assets or the Liabilities, or that could reasonably be expected to have a Material Adverse Effect. Seller is unaware of any reason why the Regulatory Approvals and, to the extent necessary to consummate the transaction described herein, any other approvals, authorizations or filings, registrations and notices could be revoked or nullified.

3.10. Brokers' Fees. Seller has not employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders' fees in connection with the transactions contemplated by this Agreement.

3.11. Compliance with Laws. To Seller's and the Sole Shareholder's knowledge, Seller's and the Subsidiaries' business has been conducted in compliance with all federal, state and local laws, regulations and ordinances applicable thereto.

3.12. Taxes.

(a) With respect to the Liabilities, Seller is in material compliance with the law (including the Foreign Account Tax Compliance Act and the Bank Secrecy Act) and IRS regulations relative to obtaining from the beneficiaries thereof executed IRS Forms W-8 and W-9.

(b) There are no liens for Taxes allocated to or imposed on Seller on any of the Assets and to the knowledge of Sellers or the Sole Shareholder there is no basis for the assertion of any such liens, other than normal and recurring ad valorem tax liens and sales and use taxes on assets being sold.

(c) Seller has paid when due Taxes in respect of the Assets.

(d) No tax is required to be withheld by Purchaser from the Purchase Price as a result of the transfers contemplated by this Agreement pursuant to the Code or any other provision of federal, state or local Tax law.

3.13. Off-Balance Sheet Liabilities. Seller has no liabilities except for (i) those which are adequately reflected or reserved against in its financial statements delivered to Purchasers and OCFI, and (ii) those which have been incurred in the ordinary course of business since the date of such financial statements and which do not, individually or in the aggregate, and together with all other liabilities of Seller and the Subsidiaries, exceed the total value of the assets of the Seller or Subsidiaries immediately before giving effect to Closing.

3.14. Subsidiaries and Subsidiary Shares.

(a) Each Subsidiary is duly organized and validly existing under the laws of its jurisdiction of incorporation.

(b) All Subsidiary Shares: (i) have been duly authorized, validly issued, fully paid, and non-assessable, (ii) have been issued in compliance with all applicable federal and state securities laws, (iii) have not been issued in violation of any agreement, arrangement, or commitment to which the relevant Subsidiary is a party or is subject to or in violation of any preemptive or similar rights of any person or entity, (iv) have the rights, preferences, powers, restrictions, and limitations set forth in the corporate documents of each Subsidiary, and (v) are free and clear of Encumbrances and the Sole Shareholder is the only holder thereof until the execution of this Agreement.

(c) No subscription, warrant, option, convertible or exchangeable security, or other right (contingent or otherwise) to purchase or otherwise acquire equity securities of any Subsidiary is authorized or outstanding, and there is no commitment by a Subsidiary to issue shares, subscriptions, warrants, options, convertible or exchangeable securities, or other such rights or to distribute to holders of any of its equity securities any evidence of indebtedness or asset, to repurchase or redeem any securities of such Subsidiary or to grant, extend, accelerate the vesting of, change the price of, or otherwise amend any warrant, option, convertible or exchangeable security or other such right. There are no declared or accrued unpaid dividends with respect to any shares of capital stock of any Subsidiary.

(d) The Subsidiaries have no liabilities except for (i) those which are adequately reflected or reserved against in their respective financial statements delivered to Purchasers, and (ii) those which have been incurred in the ordinary course of business since the date of such financial statements and which are not, individually or in the aggregate, material in amount.

(e) There are no Actions pending or, to Sole Shareholder's knowledge, threatened against or by any Subsidiary affecting any of its properties or assets, nor any event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

(f) There are no outstanding governmental orders and no unsatisfied judgments, penalties or awards against or affecting any Subsidiary or any of their properties or assets.

(g) All Subsidiaries have complied, and are now complying, with all laws applicable to them or their business, properties or assets.

(h) All Permits required for any Subsidiary to conduct its business have been obtained by it and are valid and in full force and effect, and all fees and charges with respect to such Permits as of the date hereof have been paid in full.

(i) Each Subsidiary has been in compliance in all material respects with the terms of any collective bargaining agreements and other employee-related contracts and all applicable laws pertaining to employment and employment practices, including all laws relating to labor relations, equal employment opportunities, fair employment practices, employment discrimination, harassment, retaliation, reasonable accommodation, disability rights or benefits, immigration, wages, hours, overtime compensation, child labor, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workers' compensation, leaves of absence, and unemployment insurance. There are no actions against any Subsidiary pending, or to Seller's or Sole Shareholder's knowledge, threatened to be brought or filed, by or with any governmental authority or arbitrator in connection with the employment of any current or former applicant, employee, consultant, volunteer, intern, or independent contractor of any Subsidiary, including, without limitation, any claim relating to unfair labor practices, employment discrimination, harassment, retaliation, equal pay, wage and hours, or any other employment related matter arising under applicable laws.

(j) Neither Seller nor any Subsidiary or other person associated with or acting on behalf of either, including any director, officer, agent, employee or Affiliate has (i) used any corporate funds for any unlawful contribution, gift, entertainment, or other unlawful expense relating to political activity or to influence official action; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) made any bribe, rebate, payoff, influence payment, kickback, or other unlawful payment; or (iv) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

3.15. Records. All Records and personally identifiable information have been obtained, maintained and processed in accordance with applicable law.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF PURCHASERS

Purchasers represent and warrant as follows:

4.1. Corporate Organization and Authority. Purchasers are duly organized and validly existing under the laws of their respective jurisdiction of incorporation, have the requisite corporate power and authority and have taken all corporate action necessary in order to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to own the Assets and undertake the Liabilities. This Agreement is a valid and binding agreement of Purchaser enforceable against Purchaser in accordance with its terms subject, as to enforcement, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

4.2. No Conflict; Licenses and Permits. The execution, delivery and performance of this Agreement by the Purchasers does not, and will not, violate any provision of its charter or bylaws or, subject to the receipt of the Regulatory Approvals, violate or constitute a breach or contravention of, or default under, any law, rule, regulation, order, judgment, decree or filing of any government, governmental authority or court to which Purchasers are subject or under any agreement or instrument or Purchaser, or by which Purchaser is otherwise bound, which violation, breach, contravention or default could reasonably be expected to have a Material Adverse Effect.

ARTICLE 5 COVENANTS OF THE PARTIES

5.1. Confidentiality.

(a) Each party to this Agreement shall hold, and shall cause its respective directors, officers, employees, agents, consultants, advisors, investors or financing sources to hold, in strict confidence (unless disclosure to a regulatory authority is necessary in connection with any Regulatory Approval or unless compelled to disclose by judicial or administrative process or, in the written opinion of its counsel, by other requirements of law or the applicable requirements of any regulatory agency or relevant stock exchange) and, with respect to Purchasers, all non-public personal information of any consumer or customer of Seller, records, books, contracts, instruments, computer data, system requirements and other data and information (collectively, "Confidential Information") furnished to it by the other party or its representatives pursuant to this Agreement, except to the extent that such Confidential Information can be shown to have been (i) previously known by the receiving party on a non-confidential basis, (ii) in the public domain through no fault of the disclosing party, or (iii) later lawfully acquired from other sources by the receiving party and such other source is not subject to a confidentiality restriction with regard to such Confidential Information), and neither party shall release or disclose such Confidential Information to any other person or use it except for the performance of its obligations hereunder.

(b) This Section shall not prohibit disclosure of Confidential Information required by applicable law order from competent authority to be disclosed by either party, but such additional disclosure shall be limited to that actually required by law, and the party making disclosure shall give the other party as much notice as is practicable of such obligation (except where prohibited by applicable law) so that the other party may seek a protective order or other similar or appropriate relief, and also shall undertake in

good faith to have the Confidential Information disclosed treated confidentially by the party to whom the disclosure is made.

5.2. Further Assurances. From and after the date hereof, upon request from the Purchasers, Seller and/or the Sole Shareholder shall execute and deliver such instruments, documents and other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement, including without limitation the execution of any document, granting of any consent, giving of any notice or requesting of information, actions or consents from third parties as may be necessary or appropriate to vest in Purchasers (or their designees under the terms hereof) the full legal and equitable title to the Assets and Liabilities, free and clear of all Encumbrances. Seller and Sole Shareholder acknowledge and accept that, upon their transfer, Purchasers and/or their Affiliates will convert cash or cash equivalent components of the Assets into precious metals and specifically into Responsible Gold™ and/or G-Coin®.

5.3. Notices of Default and Seller Liquidation. Seller and Sole Shareholder shall promptly give written notice to the Purchasers upon (a) becoming aware of the impending or threatened occurrence of any event which could reasonably be expected to cause or constitute a breach of any of their respective representations, warranties, covenants or agreements hereunder; and (b) upon Seller having been definitely liquidated and dissolved (the “Bank Closing Date”).

5.4. Transaction Settlement and Customer Service. Seller and Sole Shareholder agree that, until such time as the assignment or transfer of all Assets and Liabilities to Purchasers has been perfected in the terms hereof and Seller has been effectively liquidated, they shall:

(a) comply with their obligations under section 5.2 and reasonably cooperate with Purchasers in their interactions with Seller’s receiver, OCFI and/or any other relevant party (including vendors, correspondent banks, etc.) so as to achieve the purpose of this Agreement;

(b) redirect to Purchasers any Eligible Customers that reach out to them for customer service; and

(c) exclusively address any requests for assistance from non-Eligible Customers and be liable to them with respect to the corresponding liabilities.

ARTICLE 6 TERMINATION

6.1. Termination. This Agreement may be terminated at any time prior to the Closing Date:

(a) By the mutual written consent of Purchasers and Sole Shareholder;

(b) By either Purchaser in case of breach of any of Seller’s and Sole Shareholder’s representations, warranties or covenants herein which is not cured or cannot be cured within 10 (ten) Business Days; *provided, however*, that for the purpose of determining the truthfulness of a particular representation or warranty under this Section, the materiality qualifiers contained in such particular representation or warranty shall be disregarded, and, *provided further*, that termination pursuant to this Section shall not relieve the breaching party of liability for such breach or otherwise; and

(c) By either Purchaser in case of denial or revocation of any Regulatory Approval.

6.2. Effect of Termination. In the event of termination of this Agreement and abandonment of the transactions contemplated hereby, no party hereto (or any of its directors, officers, employees, agents or Affiliates) shall have any liability or further obligation to any other party, except (i) Seller and the Sole Shareholder for the portion of the Purchase Price paid as of the relevant date, which shall be returned in its entirety by Seller to Purchasers within 10 (ten) Business Days via wire transfer of immediately available funds; (ii) as provided in Article 7 hereof, and (iii) that nothing herein will relieve any party from liability for any breach of this Agreement.

ARTICLE 7 INDEMNIFICATION

7.1. Indemnification.

(a) Seller and Sole Shareholder shall jointly and severally indemnify and hold harmless Purchasers and their Affiliates, shareholders, directors, officers and agents from and against any and all Losses which such person may suffer, incur or sustain arising out of or attributable to (i) any breach of any representation or warranty made by Seller or Sole Shareholder pursuant to this Agreement, (ii) any breach of any covenant or agreement to be performed by Seller or Sole Shareholder pursuant to this Agreement, (iii) any third party claim, penalty asserted, legal action or administrative proceeding based upon any action taken or omitted to be taken by Seller or Sole Shareholder prior to the Closing or resulting from any transaction or event occurring prior to the Closing, relating in any such case to the Assets or the Liabilities, or (iv) any liabilities, obligations or duties of Seller or Sole Shareholder that are not Liabilities but are related to the Assets; *provided* that the Sole Shareholder's liability hereunder, including attorney fees and costs, shall be limited to the lesser of the Purchase Price or the cash amount that Sole Shareholder is able to withdraw from Seller after the final Closing and Seller's liquidation.

(b) Purchasers shall indemnify and hold harmless Seller and Sole Shareholder from and against any and all Losses which such person may suffer, incur or sustain arising out of or attributable to (i) any breach of any representation or warranty made by Purchasers pursuant to this Agreement, (ii) any breach of any covenant or agreement to be performed by Purchasers pursuant to this Agreement, (iii) any third party claim, penalty asserted, legal action or administrative proceeding based upon any action taken or omitted to be taken by Purchasers or resulting from any transaction or event occurring after the Closing, relating in any such case to the Assets or the Liabilities assumed by Purchasers at Closing up to the amount of the Purchase Price.

(c) To exercise its indemnification rights under this Section as the result of an assertion against it of any claim or potential liability for which indemnification is provided, the indemnified party shall promptly notify the indemnifying party of the assertion of such claim, discovery of any such potential liability or the commencement of any action or proceeding in respect of which indemnity may be sought hereunder. Notwithstanding the foregoing, notice of any claim for indemnification arising out of a third party lawsuit or other similar legal action shall be made within 10 (ten) calendar days after the indemnified party receives the summons and complaint or similar documents in connection therewith; *provided, however,* that an indemnified party's failure to timely give such notice shall not affect its right to indemnification in connection therewith except to the extent the indemnifying party is materially prejudiced as a result of such failure to timely give such notice. The indemnified party shall advise the indemnifying party of all facts relating to such assertion within the knowledge of the indemnified party, and shall afford the indemnifying party the opportunity, at the indemnifying party's sole cost and expense, to defend against such claims for liability. In any such action or proceeding, the indemnified party shall have the right to retain its own counsel, but shall bear such counsel's fees and expenses unless the indemnifying party and the indemnified party mutually agree to the retention of such counsel.

**ARTICLE 8
MISCELLANEOUS**

8.1. Survival. The Parties' respective representations and warranties contained in this Agreement shall survive for a period of 12 (twelve) months following the Closing, and thereafter neither party may claim any damage for breach thereof. The covenants contained in this Agreement shall survive the Closing and not expire unless otherwise specifically provided in this Agreement.

8.2. Assignment. Neither this Agreement nor any of the rights, interests or obligations of either party hereunder may be assigned by either of the Parties without the prior written consent of the other party.

8.3. Binding Effect. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Except as expressly provided herein, the Parties intend that nothing in this Agreement, express or implied, is intended to or shall confer upon any other person, including, without limitation, any employee or former employee of Seller or any of the Subsidiaries, any legal or equitable right, benefit or remedy of any nature whatsoever, including without limitation, any rights of employment or benefits for any specified period, under or by reason of this Agreement.

8.4. Post-Closing Support. Upon request from Seller or the Sole Shareholder, the Parties agree to negotiate in good faith and reasonable commercial terms towards executing a contract for Purchasers or their Affiliates to provide services to Seller or the Sole Shareholder, on an actual cost basis, for the management of Assets or Liabilities not transferred to Purchasers hereunder.

8.5. Public Notices. Neither party shall directly or indirectly make, or cause to be made, any press release for general circulation, public announcement or disclosure or issue any notice or communication generally (except to the Parties' employees) with respect to any of the transactions contemplated hereby without the prior consent of the other party, which consent shall not be unreasonably withheld or delayed. Consent shall be deemed granted by the party from which it is sought unless such party objects within 2 (two) Business Days after receipt of the proposed press release or other announcement from the party requesting consent. The Parties shall cooperate reasonably to produce public announcements to be released simultaneously within 3 (two) Business Days after the date of this Agreement; *provided* that nothing herein shall limit the right of Purchasers or any Affiliate to refer to this transaction in any document required to be filed with the Securities and Exchange Commission or with any other competent regulatory body. Nothing in this Agreement shall limit the right of either party to make any disclosure required by law, subject to the provisions of Section 5.1.

8.6. Notices. All notices or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by pre-paid, first class certified or registered mail, return receipt requested, or by facsimile transmission, to the intended recipient thereof at its address or facsimile number set out below. Any such notice or communication shall be deemed to have been duly given immediately (if given or made in person or by facsimile confirmed by mailing a copy thereof to the recipient in accordance with this Section on the date of such facsimile), or 5 (five) calendar days after mailing (if given or made by mail), and in proving same it shall be sufficient to show that the envelope containing the same was delivered to the delivery service and duly addressed, or that receipt of a facsimile was confirmed by the recipient.

If to Seller or Sole Shareholder:

22 Dorado Beach Estates
Dorado, Puerto Rico 00646

If to Purchaser:

777 Post Oak Blvd. #430
Houston, TX 77056

Attention: Peter D. Schiff
Email: bahdebing@yahoo.com

Attention: Legal & Compliance Department
Email: legalnotices@qenta.com

Either party may change the address to which notices or other communications to such party shall be delivered or mailed by giving notice thereof to the other party hereto in the manner provided herein.

8.7. Dispute Resolution and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of law principles thereof. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Any award granted shall be final, binding and enforceable against the parties thereto, but no award or procedural order made in the arbitration shall be published. The arbitration shall be held in the English language and in the City of New York, N.Y., and discovery shall only be admissible to the extent permitted under or not prohibited under Art. 20 of the ICC-Rules and agreed upon by the Parties, who shall cooperate with one another at the outset of the proceeding to define the extent of discovery reasonably needed to complete the proceeding. The procedural law of the State of New York shall otherwise be applied to any proceedings held in connection with said arbitration. Judgment upon an award rendered by the Arbitrator shall be binding and may be entered in any court with appropriate jurisdiction, and the Parties consent to jurisdiction therein for the purpose of such enforcement. Notwithstanding anything to the contrary contained in this Agreement or elsewhere, each of the Parties hereby acknowledges and expressly agrees that any breach by it of this Agreement, which does or may result in loss of confidentiality or improper use of Confidential Information, would cause irreparable harm to the other party for which money damages would not be an adequate remedy. Therefore, each of the Parties hereby agree, that in the event of any breach of this Agreement by it, the non-breaching party will have the right to seek injunctive relief in a court of competent jurisdiction against continuing or further breach by the breaching party, without the necessity of proof of actual damages, in addition to any other right which either party may have under this Agreement, or otherwise in law or in equity.

8.8. Entire Agreement. This Agreement contains the entire understanding of and all agreements between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters which agreements or understandings shall be of no force or effect for any purpose.

8.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.10. Waiver and Amendment. The waiver of any breach of any provision under this Agreement by any party shall not be deemed to be a waiver of any preceding or subsequent breach under this Agreement. No such waiver shall be effective unless in writing. This Agreement may not be amended or supplemented in any manner except by mutual agreement of the Parties and as set forth in a writing signed by the Parties or their respective successors in interest.

8.11. Expenses. Except as specifically provided otherwise in this Agreement, each party shall bear and pay all costs and expenses, including without limitation brokerage and legal fees, which it incurs, or which may be incurred on its behalf in connection with the preparation of this Agreement and consummation of the transactions described herein, and the expenses, fees, and costs necessary for any approvals of the appropriate regulatory authorities.

8.12. Severability. If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of


competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

8.13. Third Party Beneficiaries. Except as specifically provided herein with respect to indemnification, no provision of this Agreement shall be deemed to create any third party beneficiary right in anyone not a party to this Agreement. Nothing contained in this Agreement shall be construed to affect or limit any right Purchasers or their Affiliates over or with respect to any of the Assets or Liabilities.

[Rest of page intentionally left blank. Signature page(s) follow(s).]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

SELLER
Euro Pacific Intl. Bank, Inc.

By: 
Peter schiff (Sep 30, 2022 14:17 EDT)
Name: Peter D. Schiff
Title: Chairman

SOLE SHAREHOLDER
Peter D. Schiff


Peter schiff (Sep 30, 2022 14:17 EDT)

PURCHASERS
Qenta Inc.

By: 
Name: Brent de Jong
Title: Chairman and CEO

G-Commerce DMCC

By: 
Name: Brent de Jong
Title: Director

Responsible Gold Trading
DMCC

By: 
Name: Brent de Jong
Title: Director

Exhibit 1

ASSETS

Closing date: September 30, 2022.

Cash and Cash Equivalents:

To be transferred to Purchasers or their designated Affiliate upon their release by Seller's correspondent banks including but not limited to Novo Banco, S.A.

Precious Metals:

All gold and silver reserves held in the name of Seller as of the Closing date by Silver Bullion Pte. Ltd.

Subsidiary Shares:

All outstanding shares of stock or membership interests issued by each of the Subsidiaries, along with its complete corporate records and the Seller and/or Sole Shareholder's resignation to any managerial position therein and designation of representatives of the Purchasers as the only controlling parties of any bank accounts indicated by Purchasers as necessary for the ongoing operation of the Subsidiaries.

Assumed Contracts:

Cloud Service Subscription Agreement number SAAS-CCA-WV-2015-138697, including addendums and supplemental terms, originally entered into by and between Seller and Temenos Headquarters SA on March 30, 2015.

Records

All Records related to Assets or Liabilities transferred on the relevant Closing.


IT Equipment


[List follows.]

Type	Brand	Model	SN	Specs
MICRO DESKTOP	DELL	OPTIPLEX 7060 MICRO	9F576Q2	RAM: 8GB / SSD: 256 / PROC: I7
MICRO DESKTOP	DELL	OPTIPLEX 7060 MICRO	9FC66Q2	RAM: 8GB / SSD: 256 / PROC: I7
DESKTOP	APPLE	IMAC 21.5 A1418	C02RF4PTGF1J	RAM: 8GB / HDD: 1TB / PROC: I5
MONITOR	DELL	P2419H	QDC00-86P-2L5B-A00	24.1
MONITOR	DELL	P2419H	TV200-9B7-726B	24.1
MONITOR	DELL	P2419H	TV200-987-80KB	24.1
MONITOR	DELL	P2419H	TV200-9B7-80MB	24.1
MONITOR	SAMSUNG	U28E850R	065EHCHM803871J	27
HEADSET	PLANTRONICS	A8	20307901	
HEADSET	PLANTRONICS	H8	2036TF042318	
HEADSET	PLANTRONICS	H8	1919TF028728	
KEYBOARD	APPLE	MAGIC KEYBOARD	FOT9485012SJKNCAQ	
KEYBOARD	Dell	KB216P	ONGR8G	
KEYBOARD	Dell	KB216P	0F9D93	
MOUSE	APPLE	MAGIC MOUSE	CC2945312UDJ2XEAD	
MOUSE	Dell	M116T	CN-ODVORH-LO300-855-0BK9	
MOUSE	Dell	M116T	CN-ODVORH-LO300-7BE-1ZEW	
BATTERY BACKUP	Cyber Power	550VA	CQYEN2002468	4 BATTERY + SURGE AND 2 SURGE
BATTERY BACKUP	APC	UPS-650	4B1930P08308	4 BATTERY + SURGE AND 2 SURGE
BATTERY BACKUP	APC	UPS-650	AB1803P32198	4 BATTERY + SURGE AND 2 SURGE
MICRO DESKTOP MOUNT CASE				
MICRO DESKTOP MOUNT CASE				
MONITOR DUAL MOUNT				
MONITOR DUAL MOUNT				
MONITOR DUAL MOUNT				

SELLER
Euro Pacific Intl. Bank, Inc.

SOLE SHAREHOLDER
Peter D. Schiff

By: 
Peter Schiff (Sep 30, 2022 14:17 EDT)
 Name: Peter D. Schiff
 Title: Chairman


Peter Schiff (Sep 30, 2022 14:17 EDT)

PURCHASERS
Qenta Inc.

G-Commerce DMCC

Responsible Gold Trading
DMCC

By: 
 Name: Brent de Jong
 Title: Chairman and CEO

By: 
 Name: Brent de Jong
 Title: Director

By: 
 Name: Brent de Jong
 Title: Director