

Initial Buyer

- 3.2 On completion of the Contract the Buyer will provide to the Seller a certificate of the Company certifying that:-
- 3.2.1 The Buyer has a trade dollar credit with the Company in the sum equal to or greater than the trade dollar amount payable on completion in accordance with Clause 3.1 hereof;
- 3.2.2 The Buyer will pay at settlement or prior to settlement all costs and commissions due to the Company on account of the payment of trade dollars by the Buyer to the Seller in accordance with Special Condition 3.1 hereof;
- 3.2.3 The trade dollar credit in the sum of Clause 3.1 hereof will be paid to the account of the Seller with the Company forthwith upon receipt of written confirmation of settlement and will be received by the Seller from the Buyer on completion without fee or charge against the Seller.
4. The Buyer's obligations described in Clause 3 hereof shall be deemed to be essential terms of the Contract and a breach of any of the Buyer's obligations under Clause 3 hereof shall be deemed to be a default under the terms of the Contract entitling the Seller to all the remedies contained in the conditions of the Contract.
5. The parties agree that the terms of this Agreement are confidential and will not disclose the terms hereof to any party other than those required by law and then only to the extent necessary for the receipt of proper advice in respect of their rights and obligations arising from the terms of this Agreement.
- 5.1 Without limiting the generality hereof, the parties acknowledge that disclosure of the terms of this agreement by either party has the potential to cause loss and damage to the Seller and the Buyer. In the event of disclosure of the terms of this agreement by either party, that party will be liable for any loss or damage incurred by the other party as a result of such disclosure.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first hereinbefore written.

SIGNED by the Seller

in the presence of:

.....
Witness – full name

.....
Signature

SIGNED by the Buyer

in the presence of:

.....
Witness – full name

.....
Signature