

DELOITTE  
ERNST & YOUNG

Istanbul, 21.05.2019

RE: Summary information on SocGen v Goldas and Ots [2017] EWHC 667 (Comm) & [2018] EWCA Civ 1093 & UKSC 2018/0125 - 0126

1. "Societe Generale" international French bank is incorporated in the Paris Trade Registry Office with the registry number 552 120 222 and headquartered in France (from now on to be referred as ("SocGen" or the "Bank")),
2. "Goldart Holding A.S.", "Goldas Kuyumculuk", "Granat Madencilik ve Tic. A.S. Formerly Goldas Kiyimli Madenler ve Tic A.S.)", and "Jakana Tekstil ve Konfeksiyon Uretim ve Tic. A.S. (Formerly Meydan Doviz ve Kiyimli Madenler A.S.)" are companies incorporated in the Republic of Turkey. "Goldas LLC" is a company incorporated in Dubai, UAE (from now on to be collectively referred to as ("Goldas", the "Companies" or the "Group")). Goldas were a multinational precious jewellery manufacturer, retailer and precious metal trader with its head office in Istanbul, Turkey. The group had a turnover of around US\$8Bn and used to employ over 3500 people and had some 400 jewellery stores and mining concessions worldwide.
3. The parties are in commercial dispute since the beginning of 2008. In The Royal Court of Justices' SocGen v Goldas and Ots [2017] EWHC 667 (Comm) & [2018] EWCA Civ 1093 & UKSC 2018/0125 – 0126 (from now on to be referred to as ("Claim"))
4. The final judgements in UK courts by the Royal Court of Justice and appeal decisions, all SocGen claims, and injunctions (around \$480mUSD) has been struck out. SocGen and legal team's actions against Goldas have been found as "negligent", "warehoused" and "abused of process".
5. At this point it is necessary to inform the related auditors, regulators, financial authorities, shareholders, stakeholders, investors and other related parties mostly but not only with the Royal Court of Justice – UK High Court, the CoA and with the final UKSC judgements and decisions including all other criminal, civil actions in Turkey, UAE and UK high, appeal and supreme court's decisions, judgements and hearings contents from both SocGen's and Goldas's multiple jurisdiction legal actions, pleadings and evidence plus summary information.

## Background

6. The trading relationship between SocGen and Goldas started in 2003. From 2003 to 2008 over 450 metric tons of gold bullion worth over \$10bnUSD (with a today's' current value of around \$20bnUSD) had been sold by SocGen to Goldas. The trading relationship was more significant than just gold bullion trading, which there was also silver and platinum bullion sales (precious metals) as well as M&A advice given by SocGen to Goldas.
7. Goldas's initial approach to SocGen for the supply of gold for its business on terms which would allow it to use gold after delivery and make payments in agreed terms. Prior to agreements, Goldas made it clear to SocGen the outset that Goldas intended to use the gold from the receipt as part of its business activities. SocGen and Goldas entered into first Bullion Consignment Agreements (BCA's) in 2003, then more than five different BCA's signed and amended during five years' period with Goldas companies.
8. In order to avoid banking regulations, SocGen showed our "open balance/credit" high values bullion sales for five years as a "consignment" on their book records on purpose. SocGen has not fulfilled many Banking transactions accurately, thoroughly and on time, including credit limits, risk monitoring, and accounting of counterparties and transactions.
9. SocGen shipped and delivered every single physical bullion sale with an official headed paper signed and stamped "invoice" as SocGen the seller and Goldas as the buyer in addition with a "our delivery and sale agreement (The Agreement)" stamped & signed with referring of Article 4 of the BCA's which stated the sale of the gold to Goldas with over 3500 individual transactions without any exception between 2003 and 2008.
10. In theory, it looks like a consignment agreement, but in reality, by the law and customs legislation, the title of the bullions passed to Goldas with original and official SocGen stamped and signed documents through customs declaration and clearance.
11. It is clear from different court pleadings in various jurisdictions that over 450 tonnes of physical sale of Gold Bullion worth over \$10bnUSD, with over 3500 individual transactions during the five-year period, SocGen internal audit, risk, compliance, monitoring, as well as bookkeeping departments has not fulfilled many banking regulations in order. It is clear from court pleadings and court decisions in different jurisdictions that SocGen avoided tax obligations for many years, and neither SocGen and its auditors fulfilled the regulations in order.
12. SocGen admitted on court pleadings for preparing a different set of non-official invoices and documents for the same transactions for its internal use and sent out the original & official "invoice"

and “our delivery and sale agreement (The Agreement)” of the sale of gold bullions to the related countries custom declarations & clearance. SocGen stated in their pleadings that the use of original sale invoices and delivery and sale agreements with over 3500 single transactions was a “mistake” and made by “erroneously”. A mistake can be said if it's happened a few times, but over 3500 mistakes show that all these transactions and the documentation of these transactions prepared and made deliberately.

13. In order to avoid the banking, financial rules and regulations SocGen organised the Bullion Consignment Agreement deliberately to show the gold as in their stock while making an official door to door delivery sale with an official customs declaration & clearance documentation.
14. By the banking rules and regulations, SocGen was never allowed to ship the gold without any securities or collateral. Court pleadings show that before the bullion transactions started SocGen risk departments asked for bank guarantee letters from Goldas, but then both bullion trading and risk department find the solution of calling it “consignment sale” and declared there is almost no risk for the bank. SocGen avoided the global risks, country risks, and company risks by calling the agreement as a “consignment” agreement instead of “open balance credit/sale” agreement. It is clear that SocGen never showed the actual trades in their books until the final price of the gold fixed and paid in full as agreed 90 days’ payment terms.
15. SocGen’s court pleadings and evidence show that since 2003 the SocGen’s compliance and credit risk departments internal email communications state “the credit line” requests for Goldas not “a consignment” line request.
16. “Our delivery and sale agreements” of physical bullions were always shipped and delivered as a door to door to Istanbul Gold Exchanges for Goldas; while all customs clearance and insurance was SocGen’s obligation. Goldas paid the premium (for insurance and transportation for a door to door delivery) on top of the spot gold price on every single transaction to SocGen. SocGen was responsible for shipments, insurance, customs declarations & clearances, and door to door delivery. SocGen was well aware of the customs legislation and the local law from the very first shipment that in order to comply with customs and local law requirements all imported gold bullion sold to Goldas and owned by Goldas as buyer which SocGen supplied with the official original “invoice” and “our delivery and sale agreement (The Agreement)” as seller.
17. During the customs clearance, the title transferred to Goldas as the buyer and SocGen as the seller. After customs clearance, bullions were always owned by Goldas as the buyer with the SocGen’ official custom declaration documents.
18. SocGen has shipped all physical bullions with an official and original SocGen's headed stamped, signed invoices in addition of Delivery and Sale Agreement and made declaration to the customs

and cleared the goods as CIF (Cost Insurance Freight – Cash against Good) “Seller is SocGen” and “Buyer is Goldas” and made custom clearance on behalf of Goldas as the owner of the gold bullion.

19. As it's stated on SocGen's local Turkish branch website, SocGen Turkey actively operating in Turkey since 1990 (<https://www.societegenerale.com.tr/en/who-are/>). SocGen is always very well aware of the local law, rules, and legislation since the very first shipment in 2003. By the local law, the consignment concept is not enforceable as it stated on the BCA's. By the local law, the buyer has to own the title of the goods for the importation and customs clearance into the country. This has been confirmed by SocGen on very first shipment to Goldas and it has also been approved by local authorities, court judgments, and lawmakers that SocGen's aware of. SocGen sold the gold to Goldas while knowing the local law and rules.
20. While SocGen officially and physically selling the gold to Goldas, showed the shipped and sold golds as in their stock, on their balance sheet as an asset to avoid any regulations and collateral obligations.
21. SocGen charged interest, referable to the spot price of the gold on a daily basis from the date of the bullion delivery. Goldas made all interest payments separately as asked by SocGen apart from the fixed gold price payments. SocGen never issued a receipt or credit note for the interest payments or fixed gold price payments over the five years' trading period.
22. The BCA's restricted payment terms were 30 days but it is acknowledging that the time periods were increased to 60 and ultimately to 90 days for the payments. As in BCA's definition, the restricted bullion quantity limits were ignored too. For example, on BCA Goldas's restricted gold bullion limits were 5000kg in total but during the trading period, the open balance limits were exceeding over 15750kg of gold bullion. SocGen's internal risk approval documents also state that unapproved risk limits that are sold and shipped to Goldas with unapproved payment terms.
23. Multiple court evidence's shows that SocGen risk department strongly recommended separate agreement to be signed by Goldas which been avoided by trading department. ISDA (International Swaps and Derivatives Association) agreement is discussed between the parties but never been executed at all.
24. When BCA's considered commercially, the consignment and interest conditions in the contract are naturally contradictory and it is meaningless to pay such interest for any goods with maturities up to 90 days if you are not able to use it. Gold bullion (the raw material) can be supplied easily from any gold exchanges worldwide by Goldas. Since Goldas was a member of multiple gold exchanges worldwide. (Such as Istanbul Gold Exchange, Dubai Gold Exchange, China Shanghai Gold Exchange and HK Gold Exchange.) It is not a practical and profitable method for a wise trader to pay interest for a highly valued, safely but costly stored but not owned (not able to use) gold for

three-month and fix the price at the end of the period then make the payment. There are no such commercial establishments for any goods that business pay interest where the final price is not determined or will be determined in 90 days.

25. SocGen admitted the knowledge of local law and regulations that gold has to own by the buyer to import into the country where by the rules the gold bullions have to be shipped to Istanbul Gold Exchange and have to be register and trade in three days' time. SocGen knew the conditions of the trading even though the open balance risk was carrying out more than 16000 kg anytime during the year.
26. There is no such occasion that SocGen ever asked for an inspection of the gold bullions and its storage vaults during the five years' period. Since it's been very well known by SocGen that the title of the gold passes to Goldas for the immediate needs and usage from the very first shipment until the very last one, so there is no need for already sold, traded, physically none existed gold to be inspected.
27. SocGen knew from the beginning the Goldas's large open balance/credit of gold positions and needs of the gold in production, for cash flow and for expansion of the group retail organisation that was the main idea of selling gold by open balance/credit option with payment terms and charged interest for the use of gold from the very first day its received by Goldas.
28. SocGen had chosen to trade from France head office instead of SocGen Turkey branch which it would minimize SocGen's risk on gold trading but SocGen knew that it wouldn't allow them to open large amounts & quantities of gold credits without any guarantee or collateral by the banking rules and regulations. SocGen decided to call Goldas trading's as a "consignment" business as a short cut for not to be regulated by banking rules and regulations.
29. Judgements against SocGen's claims shows that SocGen has used the Law with an abusive manner and with its expectations for the contractual terms and conditions while hiding the details of the real transactions from the courts and regulators. SocGen knows very well that the goods were delivered to the Istanbul Gold Exchanges warehouse directly and need to be registered in three days on every single shipment while all made from a door to door and have no restrictions on it. It also confirms knowledge of the use of the bullions by Goldas that they do not hold stocks as a consignment in the company vaults. The Insurance agreements, insurance documents and specifically SocGen's insurance claims in the UK against its insurers clearly indicate SocGen's knowledge of usage of goods.
30. SocGen also brought up potential retail chain M&A's to Goldas and signed a couple of advisory agreements while offering the financial backup to make the purchases of potential jewellery, luxury retails and mining & refinery M&A's.

31. At the beginning of 2008, SocGen was facing some specific internal issues such as the €4.9Bn rogue trader scandal Jerome Kerviel. By the time February 2008 SocGen informed Goldas that it would immediately be restricting gold deliveries to strict contractual limits as stated in the BCA's such as 5000kg limit and 30 days' payment terms. SocGen's trader informed Goldas that all trading departments were in audit procedure by financial authorities and regulators. SocGen file for Goldas's transactions was one of the largest trading volumes and open balanced one. The change of the position seems triggered by the general tightening of audit procedure from regulators. SocGen was aware of the non-regulated open balance trading with Goldas and calling it consignment was a big risk and needed to be treated ASAP.
32. Different court pleadings show that around the same time SocGen executives organised a misappropriation of gold scenario including blaming Goldas for misappropriation of sold gold bullions and making multiple insurance claims.
33. On February 2008 SocGen allegedly claimed it first learned of Goldas's uses of gold and commenced litigation on the alleged basis that the gold bullion had been misappropriated. Despite Goldas had made a payment of almost a \$1bnUSD to SocGen only in January and mid-February 2008.
34. SocGen was very well aware use of bullions upon delivery to Goldas from the very beginning with the first shipment. Like they stated on their worldwide ex-parte freezing injunction being aware of by February 2008 if this is true which is confirmed it is not but; how SocGen can explain the email communications from November 2007?
35. SocGen had previously enquired how Goldas were treating the bullion as a matter of accounting practice. For example, email exchanges between 27 November 2007 and 15 January 2008 in which SocGen ask these questions. Goldas responds that bullion is recorded in trade payables and it is an asset in its books. On many occasion, Goldas explained that gold is owned by Goldas and keep it in its asset as payable to SocGen on its balance sheet SocGen continued to send more gold bullions despite this information.
36. SocGen deliberately asked Goldas to close any open balance at the end of the financial year during the five years' trade. Every 31 December SocGen insisted all open balances to be closed and Goldas closed all balances at the end of every year then SocGen start shipping more bullions from the 1 January on every next day/year.
37. While SocGen was reminded the bullion recordings on Goldas books on November 2007 with email discussion between Goldas and SocGen's risk division with emphasised of the gold ownership by Goldas and local law requirements.

38. Goldas made payments to closed the open balance by the end of the year 31 December 2007, why SocGen started shipping more gold from 1 January 2008. If SocGen believed the ownership the bullion by Goldas was a problem, then it would have ceased the shipment from the 1 January 2008 and would end up with no open balance and no risk no exposure no loss at all. But it did not stop and shipped even more gold bullion to Goldas on the new year and exceeded the agreed limits in a couple of days' time.
39. In almost three-month period between November 2007 till mid-February 2008 Goldas made over \$2bnUSD payment to SocGen.
40. SocGen was a board member and owner of the London Gold Fixing Limited and also was a market-making member of the LBMA. SocGen is one of the defendants on Gold price rigging class action claims at US Southern District Court of New York with case number 1:14-md-02548-VEC and at Canada Ontario Superior Court of Justice with case number CV-15-543005-00CP.
41. While SocGen was selling a large amount of gold bullions to Goldas it was also fixing the London gold prices. The claim form of this class actions indicates that SocGen and other members of the London Gold Fixing Limited allegedly fixed the gold prices on their own favour instead of market volatility.
42. It is such a coincidence that just before November 2007 London gold price was around \$700.00USD and on March 2008 when SocGen issued its claims against Goldas, the gold price peaked around \$1,000.00USD the next business day and for the rest of that year went into a series of jolting falls through the year nearly around \$800.00USD. This issue will bear further investigation.
43. The person who was a director of London Gold fixing limited on behalf of SocGen was also the same person who signed BCA's with Goldas and also the same person who appear to have approved counterparty risk on behalf of SocGen for Goldas trades and allowed traders to ship gold bullion without opening a file in the bank or doing a risk assessment. This issue will also bear further investigation.
44. SocGen's allegations and reactions was a huge surprise for Goldas as it was SocGen's intention to deliver and sell more and more gold bullion and increase the limits without asking any collateral or any security at any time for over five years' period. SocGen was well aware of the Goldas's usage of the gold upon delivery.
45. On February 2008 SocGen made demands the return of allegedly owned gold bullion or repayment of total sums of open balance at once in that day for all gold sold and delivered. SocGen knew Goldas's open position and current global financial situation that Goldas could have made the repayment on agreed terms but not in one day or precisely that day or cannot return over 15 metric



tonnes of gold in one day.

46. Parties were engaged in negotiations in relation to the dispute between them. Goldas and its major shareholders personally offered to make a large partial payment, terms for settlement in full and security over all worldwide group business and all personal assets (which offered securities covers more than the actual open balance) in relation for all outstanding sums in there interim. SocGen rejected all these offers.
47. On Saturday 15<sup>th</sup> March 2008 SocGen applied to UK High Court for a worldwide freezing injunction on Goldas's assets while accusing Goldas had stolen almost half billion USD worth of gold bullion. SocGen obtained an ex-parte worldwide freezing injunction in the total sum of \$468mUSD against the Goldas while hiding information and the reality from the court, such as the actual official transactions invoices, documents, agreements and trading communications that they have sent with the delivery of goods for customs declarations.
48. SocGen allegedly initiated criminal proceedings against Goldas's board members and executives in different jurisdictions accusing them of theft of half billion USD worth of gold bullion.
49. UK court decisions show that SocGen has never officially and intentionally served to Goldas with its UK worldwide ex-parte freezing injunctions but allegedly used the order to make damages to Goldas and took various criminal, insolvency and injunctive legal actions on multiple jurisdictions against Goldas.
50. SocGen made claims in 2009 against its insurers in UK court for fraud & misappropriation of gold for Goldas transactions even though they tried to add misappropriation of gold clause in their insurance policy only at the beginning of 2008 while knowing that Goldas was already using the gold and SocGen mislead its insurers with the amount and the real transaction details.
51. By the time SocGen made a fraud claim to its insurers for Goldas's gold transactions, SocGen's fraud claim applications to court were already finalised at Supreme court by 20.02.2009, and the decision was there is "no fraud" this is a "commercial dispute".
52. The first official publications on SocGen's Annual report regarding Goldas gold dispute was in April 2009 which SocGen claim that "...risk of fraud and embezzlement of gold reserves held at Goldas. These suspicions were rapidly confirmed..." Even though SocGen already had a final decision from the Supreme court about "no fraud", they mislead its shareholders, stakeholders, investors, financial authorities and regulators.
53. SocGen knew the trades with Goldas was not fraud, and the court decisions confirmed there is no fraud, SocGen continues to state the fraud in its annual report as a "fraud confirmed" for the last 11



years.

54. Despite many settlement offers by Goldas, SocGen decided to take several litigations against Goldas to make damages and get rid of its legal and regulated obligations on its books.
55. SocGen brought more claims against Goldas at the beginning of 2009. SocGen made various insolvency applications against Goldas in Turkish courts. This clearly showed that SocGen intention from the beginning wasn't get paid; it was just get rid of Goldas ASAP.
56. All SocGen claims for non-paid gold against Goldas and its insurers was around \$480mUSD in total, including all interest costs in multiple jurisdictions including the UK courts. But SocGen misled its shareholders, stakeholders, investors, financial authorities and regulators with this amount on its annual report as "following the failed payment (EUR 466.4 million) of gold purchased." The unpaid amount of purchased gold almost doubled by SocGen on its financials and annual report without any explanation. SocGen and its auditors should have to explain this balance difference. This issue will bear further investigation.
57. SocGen made very first provision announcement for allegedly owned bullions on its financials while pretending it is a fraud was in April 2009.
58. SocGen's UK insurers case pleadings clearly show that SocGen was well aware of the gold bullion use by Goldas from the very begging of the trading. After a particular detailed disclosure order by UK Court against SocGen, the details of misleading, false accounting, non-regulated open balance bullion transactions by SocGen were too precise that SocGen had no choice but settlement. Just before the UK insurers, case hearing started SocGen and Insurers are settled with secrecy and not disclosed the details on its annual report. SocGen made payments to insurers for their cost of almost four years of non-sense legal battles.
59. At the beginning of 2008, SocGen was trying to get various injunctions against Goldas in Turkey and provided a legal opinion to the court dated 02.04.2008, which is clearly stated that SocGen is not able to sue Goldas in Turkey. Even though SocGen knew they could not succeed with claims in Turkey just after losing the criminal applications against Goldas and all Goldas board members and executives, SocGen did not hesitate to start various abusive legal actions while misleading the Turkish courts instead of pursuing the legal rights as stated on BCA's.
60. The Supreme court overturned various court decision of liquidating Goldas companies while stating that SocGen first has to obtain a judgement from the UK Commercial court in London because of the BCA's English law and English Jurisdictions clauses.

61. In February 2008, SocGen's executives chose to blame one of its biggest trustworthy business partners with fraud to eliminate their own responsibility and avoid personal problems while not fulfilling required duties. The fraud claims against Goldas was just a cover-up for the irresponsible actions of SocGen's executives. SocGen took a similar path in 2008 to their various business partners as well as their employees.
62. At the time SocGen knew that Goldas had enough cash to make an initial payment and had approved and almost unused credit lines with Turkish and international banks with more than \$500mUSD. Goldas made various offers to close the open balance with SocGen which all offers were refused by SocGen's executives.
63. SocGen had the ability to check Goldas's financial positions including cash and credit lines from its Turkish branch which has access to Turkish Central Bank systems as well as all Goldas quarterly financials which were shared regularly.
64. SocGen should have stated Goldas's billion-dollar transactions as open balances in its financials and balance sheets. SocGen's executives' bad decisions and allegations to cover-up their own responsibilities cost billions of \$USD's to SocGen and Goldas, their shareholders, stakeholders, investors, suppliers, employees, customers as well as their industries.
65. UK courts found SocGen's actions abusive, negligent and fraudulent as SocGen took a worldwide ex-parte freezing injunction but not served it and kept it for over eight years instead of discharging it and allegedly use it to damage Goldas and its business.
66. Goldas has won all criminal, civil, insolvency and injunctive legal actions including the claim itself that started by SocGen in various jurisdictions during the last ten years' period.
67. SocGen lost all its claims against Goldas and insurers. SocGen board members, directors, top executives and legal team's bad faith, intentions, and bad decisions were only to hide the dishonesty and the big risks on its books. To blame Goldas for SocGen's internal weakness made a huge loss to SocGen and shareholders, stakeholders, investors and taxpayers. SocGen executives spent millions of millions of banks money to cover up their bad management, their responsibilities.
68. SocGen repeats and continues the abusive multiple legal actions while misleading the courts in multiple jurisdictions. Because of SocGen's alleged litigations for over 10 years' period; Goldas had to face thousands of different legal actions, litigations in various jurisdictions from its employees, shareholders, suppliers, etc. SocGen's abusive processes made huge damages to Goldas, its shareholders, stakeholders, investors, suppliers, employees and many third parties worldwide including SocGen itself.

69. SocGen's bad faith can be seen on multiple similar large amounts claims on SocGen's annual reports on Legal Risks "Risks and Litigations" details since 2008. Almost every litigation of SocGen ends up being the self-responsible of these actions with unauthorised but very well known by executives.

Such as;

- Jerome Kerviel rogue trader / The Versailles court of appeal ruled that Kerviel's reckless trades were "partly responsible" for the huge losses suffered by the bank in 2008. SocGen's "multiple faults" mean the bank "had a major and decisive role" in allowing the incident, one of the most famous cases of rogue trading in history. The decision also put in jeopardy a €2.2bnEUR tax credit SocGen received in 2008 because of the record trading loss. Court found SocGen the main responsible of the losses for over €4.9bnEUR
- US sanctions & Libor & LIA claims (Libyan Investment Authorities) / SocGen bad faith and the actions forced SocGen to settle with LIA and the French and US legal, financial authorities for over \$2bnUSD

70. All these years because of bad faith, bad management, not following the rules, unauthorised trades and not following regulations as well as abusive actions SocGen had to pay billions of \$USD's penalties, billions of \$USD's legal costs and made billions of \$USD's losses. None of the SocGen board members, Directors, top executives or auditors accept responsibilities but always allegedly blamed the employee, business partners and clients for their own irresponsibility.

71. After almost 12 years of many lost legal disputes and huge expenses, if SocGen had worked with Goldas in good manner at first place, it would not end up with such huge losses. The latest judgments of striking out all SocGen claims against Goldas.

72. Goldas Kuyumculuk was publicly trading in Istanbul Stock Exchange "GOLDS", Frankfurt Stock Exchange "GKU", Berlin-Bremen Stock Exchange "GKU" and USA – OTC (ADR) "GDASY"

73. Goldas's shareholders, stakeholders, investors, suppliers, employees, and customers had extreme damages over the years because of SocGen's board members and executives' bad management, bad manner and irresponsible wrong actions. SocGen's auditors similarly responsible to SocGen's shareholders, stakeholders, investors, customers but most importantly to regulators but failed to do so.

74. It is understood from the SocGen's Annual Reports that the audit between 2003 and 2008 was carried out by DELOITTE and ERNST & YOUNG and it continues to carry out till today. Goldas' open balance/credit billion transactions with SocGen was carried out under these two actively official auditor company's liabilities. It is clear from various criminal, civil insurance pleadings and evidence from Turkey, UAE and UK High Court of Justice's high, appeal and supreme court's decisions,

judgements and hearings that there is an immense audit vulnerability at SocGen and SocGen's accounting and huge losses due to audit vulnerabilities and not fulfilling regulations.

75. The above mentioned legal and general information is explained as a summary. If requested, we can provide more detailed information to your company's within the extent of permitted by the law. We are informing your company's that there is not accurate information with the reality, court judgments, decisions, pleadings and evidence as on SocGen's annual reports between 2003 and 2019.
76. We would like to inform you that Goldas is preparing complaints and claims to start various civil and criminal proceedings in multiple jurisdictions against SocGen, SocGen's board members, executives, auditors, auditor' executives, legal firms and member of teams whom we believed responsible and involved in the conspiracy alleging Goldas with fraud.
77. If you would like to add any comments with the above information, please inform us within 10 (ten) days upon receipt of this letter. If we do not hear from you, we reserve the right to issue such complaints and proceedings as are necessary for appropriate jurisdictions.
78. We would like to inform you that before starting any proceedings also we would like to inform the below-listed companies Appendix-A, individuals, any local and global regulators, financial authorities/regulators, etc. with the above-explained information as summary.
79. We reserve the right to bring the contents of this letter, including any information mentioned above to the relevant courts when the questions of costs fall to be determined.

Yours sincerely,

*Goldart Holding*

Goldart Holding A.S.

p.s. You can find all above mentioned relevant **publicly available** court information, documents and referenced evidence from the following link; “ <https://www.goldarholding.com> “ or from related courts.