NAFUNA & CO. CLIENT GUIDES · GOLD & MINERALS · NO. 01

Buying Gold in Uganda

A Legal Due-Diligence Guide for Foreign Buyers

PREPARED BY

Nafuna & Co. Advocates and Legal Consultants, Entebbe, Uganda

AUTHOR

Scola Nafuna, Managing Partner

PUBLISHED

September 2026

Revised November 2026

Introduction

Nafuna & Co. Advocates and Legal Consultants regularly receives enquiries from international purchasers seeking to acquire gold in Uganda for export to markets including the United Arab Emirates, Hong Kong, China, Europe and elsewhere.

Those enquiries disclose a recurring problem. Sellers are easy to find. The principal difficulty facing a foreign purchaser is establishing, **before substantial funds are committed**, whether the proposed seller, the gold and the transaction are what they are represented to be.

Prospective purchasers commonly approach the firm after receiving certificates of incorporation, mineral licences, assay reports, photographs or videos of gold, proposed sale and purchase agreements, export documentation and other apparently convincing material.

Nafuna & Co.'s approach begins from a simple proposition:

> Documents supplied by the proposed counterparty are evidence to be investigated, not facts to be assumed.

A properly constituted due-diligence inquiry asks several separate questions.

Does the company legally exist? Is the person negotiating authorised to represent it? Does it hold the licences it claims to hold? What exactly do those licences authorise it to do? Does the proposed gold exist? What is its lawful source? Does the seller have authority to sell it? Does the gold correspond with the representations concerning weight and purity? Can the proposed transaction lawfully proceed from acquisition through export? And should payment be made at the particular stage at which it is being demanded?

This Nafuna & Co. Client Guide sets out the principal inquiries that, in the firm's experience, an international purchaser should consider before committing funds to a proposed Ugandan gold transaction.

CONTENTS

— The Ugandan Framework at a Glance

1 Company Registration Is Only the Beginning

2 A Mineral Licence Should Be Verified, Not Merely Viewed

3 The Seller and the Gold Are Two Different Due-Diligence Subjects

4 Establish the Source and Traceability of the Gold

5 Seeing Gold Is Not the Same as Establishing Title

6 Independent Assay and the Integrity of the Sample

7 Payment Should Follow Verifiable Events

8 The Contract Must Reflect the Transaction That Will Actually Occur

9 Export Capacity Should Be Established Before Completion

10 Unexpected Charges Should Trigger Verification

11 A Trial Purchase Is Still a Gold Transaction

12 Ten Questions to Answer Before Sending Money

— Before You Travel to Uganda

REGULATORY FRAMEWORK

The Ugandan Framework at a Glance

Gold is a precious metal under section 8 of the Mining and Minerals Act, Cap. 159 (Act of 2022). The Ministry of Energy and Mineral Development, through its Mineral Development Programme, set out the current procedure in its Public Notice, *Gold Purchase Procedure in Uganda*, issued by the Permanent Secretary in February 2026. Under the Notice, trading in gold should be conducted between parties holding valid mineral dealers' licences for precious metals, mining licences for gold, or refining licences. The position below is stated as at November 2026.

REQUIREMENTS UNDER THE PUBLIC NOTICE

STAGE	REQUIREMENT
Registration	Registration on the Mining Cadastre and Registry System (MCRS), the Ministry's e-government portal, precedes any mineral licence. A company registers with certified copies of its certificate of incorporation and memorandum and articles of association, the identity document and TIN of its representative, and a board resolution authorising the applicant to use the portal on its behalf.

STAGE	REQUIREMENT
Mineral Dealer's Licence (MDL)	Application requires proof of financial resources, identification showing nationality (for individuals), a proposed plan for marketing, buying and selling minerals, a URA tax clearance certificate and proof of technical competence. Statutory fees: UGX 500,000 application fee and UGX 10,000,000 licence fee for precious metals. An MDL expires on 31 December of the year of issue.
Buying	The buyer ensures that the seller holds a valid and relevant licence, verifies the authenticity of the gold (purity and source), and obtains proof of purchase for record-keeping and compliance.
Exporting	An export permit is granted per consignment. Requirements: a valid MDL; a mineral right (mining licence) or refining licence; Form 52 under the Mining and Minerals (Licensing) Regulations, 2023; for gold not originating in Uganda, an export permit or related documents from the country of origin; a certificate of origin where applicable; a certificate of analysis authenticated by the country of origin; proof of refining to a purity of 99.9%; and proof of payment, through URA, of the fee on refined gold (USD 200 per kilogram).
Importing	An import permit is granted per consignment. Requirements: a valid MDL for the relevant mineral group; Form 54 under the same Regulations; an export permit or related documents from the country of origin; proof of payment of royalties in the country of origin; a certificate of origin where applicable; a certificate of analysis authenticated by the country of origin; and an application fee of USD 270.

Source: Ministry of Energy and Mineral Development, Public Notice, *Gold Purchase Procedure in Uganda* (February 2026).

Four consequences follow for a foreign purchaser.

The buyer carries duties of its own.
Verification of the seller's licence and of the gold's purity and source forms part of the prescribed purchase procedure.

Licence currency is checked by year.
A Mineral Dealer's Licence issued in an earlier year has expired, whatever the document shows on its face.

Export-ready gold is refined gold.

Proof of refining to 99.9% purity is an export requirement. An offer of unrefined material, dust or doré for direct export therefore calls for an explanation of how the export permit will be obtained.

Gold of foreign origin carries its own documentary chain.

The origin country's export documents, proof of royalty payment there, a certificate of origin and an authenticated certificate of analysis should all exist before the purchaser relies on the consignment.

SECTION 1

Company Registration Is Only the Beginning

A certificate of incorporation establishes neither the existence of gold nor the company's authority to undertake the particular transaction being proposed.

Nafuna & Co.'s supplier-verification process begins with the legal identity of the proposed counterparty.

Corporate due diligence may include establishing the company's legal existence and current status, its registered particulars, directors and beneficial ownership where ascertainable, the authority of the persons conducting negotiations, and whether the company identified in the transaction documents corresponds with the entity appearing in the relevant official records.

The purchaser should also establish who will actually receive payment.

Where the contracting seller, licence holder, invoicing entity and proposed recipient of funds are different persons or companies, the differences require explanation and independent investigation.

> ***Company registration proves that a company exists. Whether it has gold is a separate question.***

SECTION 2

A Mineral Licence Should Be Verified, Not Merely Viewed

Foreign purchasers frequently receive copies of mineral licences at an early stage of negotiations.

The document may contain names, licence numbers, signatures, stamps and other apparently official features. Its appearance should not substitute for independent verification.

Nafuna & Co. distinguishes between **receiving a copy of a licence** and **establishing the regulatory position independently**.

The relevant inquiry is broader than: **"Is this licence genuine?"** It includes:

? To whom was it issued?

? Is it presently valid?

? What minerals and activities does it cover?

? Does it correspond with the company offering the gold?

? Does the proposed transaction fall within the regulatory authority actually held?

The answers should be established through the applicable Ugandan regulatory framework, independently of the documentation supplied by the proposed counterparty. A Mineral Dealer's Licence expires on 31 December of the year in which it is issued, so a copy issued in an earlier year requires confirmation of renewal.

NAFUNA & CO. PRINCIPLE

Verification should precede reliance.

SECTION 3

The Seller and the Gold Are Two Different Due-Diligence Subjects

One of the most important distinctions in Nafuna & Co.'s transaction methodology is between **verification of the supplier** and **verification of the commodity**.

The two inquiries are related but distinct.

Proof that a company is legally incorporated and appropriately licensed leaves open whether it possesses the particular gold being offered.

Equally, the physical existence of material represented as gold does not establish that the person offering it owns it, acquired it lawfully or has authority to sell and export it.

Genuine corporate documents can also be presented by persons who have no authority to represent the company named in them.

Nafuna & Co. approaches the transaction through three separate but connected propositions:

> Company verification establishes the counterparty.

> Commodity verification establishes the material.

> Provenance and regulatory due diligence establish the legal chain through which the material may be acquired and exported.

A properly structured transaction requires all three.

SECTION 4

Establish the Source and Traceability of the Gold

The source of the proposed gold is a commercial question with potentially significant legal, regulatory, banking and compliance consequences.

The purchaser should seek sufficient documentation and information to establish the chain through which the proposed seller acquired the gold and its authority to dispose of it.

In a given transaction, this may require examination of source documentation, supplier records, acquisition records, mineral documentation and other evidence supporting provenance and traceability.

This assumes particular importance for international purchasers whose own businesses, banks, refiners or destination jurisdictions impose anti-money-laundering, responsible-sourcing, sanctions, customs or supply-chain compliance requirements.

An assay answers a different question. A result showing that material has a particular gold content does not establish where the material came from or whether the person presenting it has lawful title to it.

> ***Purity is not provenance.***

SECTION 5

Seeing Gold Is Not the Same as Establishing Title

Foreign purchasers are sometimes reassured by being physically shown gold at an office, hotel, refinery, warehouse or other location.

Physical inspection may form an important part of a transaction. Its evidential value is nevertheless limited: seeing material does not establish who owns it.

Photographs and videos establish even less. They may show that somebody had access to material resembling gold at a particular time. They do not necessarily establish that the person offering it for

sale owns it, that the material shown will be the material delivered, or that it can lawfully be sold and exported.

Nafuna & Co. treats physical inspection as one component of verification, to be read alongside the legal due diligence it cannot replace.

SECTION 6

Independent Assay and the Integrity of the Sample

Representations concerning purity and weight directly affect the value of the proposed transaction.

The purchaser should consider carefully whether an assay report supplied by the seller provides sufficient independent assurance.

Where appropriate, testing should be undertaken through a suitably qualified facility under a procedure understood and agreed by the parties.

The integrity of the sample itself matters. A credible assay process should permit the parties to establish what material was sampled, how the sample was obtained, the custody of the material, the testing procedure, the treatment of discrepancies and the relationship between the final assay result and the purchase price.

The legal documents should correspond with the physical transaction. For substantial transactions, these procedures belong in the transaction documents, settled before the purchaser arrives in Uganda.

CHOOSING A REFINERY OR ASSAY FACILITY

Where a proposed transaction involves refining, smelting or independent assay, the purchaser should establish the identity and regulatory status of the facility, the services it is authorised and equipped to perform, and the contractual terms governing receipt, custody, testing, processing and release of the material.

The facility's role should be distinguished from that of the gold seller. A refinery may provide legitimate technical services without establishing the seller's title, the provenance of the gold or the legality of the proposed sale. Selection of a facility is accordingly both a technical and a legal decision within the transaction structure.

A refinery's licence evidences an authorised service provider. The lawful origin of each consignment presented to it requires separate proof.

SECTION 7

Payment Should Follow Verifiable Events

The obvious payment question is:

> *"How much must the buyer pay?"*

Nafuna & Co. considers the more important question to be:

> ***"What independently verifiable event must occur before the purchaser becomes obliged to make that payment?"***

A properly structured transaction can link payment obligations to defined documentary, regulatory and physical milestones.

These may include, as the particular transaction requires, completion of satisfactory due diligence, execution of definitive agreements, verification of the commodity, an agreed assay result, completion of specified regulatory requirements or other objectively ascertainable conditions.

No single payment formula makes every gold transaction safe; the structure must fit the transaction actually being undertaken.

Requests for substantial advance payments should be assessed as part of the entire legal and commercial structure, never as isolated commercial terms.

SECTION 8

The Contract Must Reflect the Transaction That Will Actually Occur

A Sale and Purchase Agreement (SPA) should do considerably more than state a quantity, purity and price.

Its terms may need to address the identity and authority of the parties, description and quantity of the commodity, represented purity, pricing mechanism, inspection and assay procedures, conditions precedent, payment procedure, delivery obligations, transfer of title and risk, documentation, regulatory responsibilities, representations and warranties, default, termination, dispute resolution and governing law.

Particular care is required where the parties are also using term sheets, offers, invoices, transaction procedures, emails or messaging applications to record parts of their agreement.

The commercial procedure and the legal agreement should tell the same story. A transaction operating under one set of promises in messages, another in a transaction-procedure document and a third in the executed SPA invites dispute over which of them governs.

SECTION 9

Export Capacity Should Be Established Before Completion

The legal analysis should follow the gold through the entire proposed transaction.

Establishing that a company can lawfully participate in one stage of a mineral transaction does not automatically establish that the contemplated export can lawfully be completed.

The respective roles and responsibilities of the seller, exporter, purchaser, consignee and any intermediaries should be identified at the outset.

The necessary Ugandan documentation and regulatory steps should be incorporated into the transaction plan before completion, while the purchaser's funds remain uncommitted. Under the Ministry's Public Notice, an export permit is granted per consignment and requires, among other documents, proof that the gold has been refined to a purity of 99.9%.

A foreign purchaser must separately consider the law of the destination jurisdiction.

Nafuna & Co.'s role as Ugandan counsel addresses the Ugandan side of the transaction. Import, customs, precious-metals and other requirements applicable in the destination country may require advice from appropriately qualified counsel or professionals in that jurisdiction.

SECTION 10

Unexpected Charges Should Trigger Verification

A proposed gold transaction may acquire additional charges as it progresses.

A purchaser may be told that money is urgently required for a tax, permit, certificate, customs release, security clearance, storage charge, insurance, government authorisation or some other transaction expense.

The appropriate response is verification.

Before paying a purported government or regulatory charge, the purchaser should establish its legal basis, the correct amount, the person legally responsible for it, the authorised recipient and the proper payment procedure. The Ministry's Public Notice, for example, identifies the fee on refined gold for export, USD 200 per kilogram, as payable through the Uganda Revenue Authority.

The same discipline applies where a charge is described as necessary to "release" gold or documentation.

NAFUNA & CO. PRINCIPLE

Urgency does not displace verification.

Indeed, an unexpected demand for urgent payment may justify greater scrutiny of the transaction.

SECTION 11

A Trial Purchase Is Still a Gold Transaction

International purchasers frequently propose a relatively small initial purchase before committing to larger or recurring quantities. This can be commercially sensible.

A trial transaction can test the supplier relationship, transaction procedure, assay arrangements, documentary chain and export process before the purchaser increases its exposure.

Reducing the quantity, however, leaves the need for due diligence unchanged.

The first transaction is often the best opportunity to establish the operating framework for the relationship: supplier verification, provenance documentation, assay procedure, contractual controls, payment milestones, export documentation and communication protocols.

If the relationship progresses into monthly or quarterly supply, the procedures tested during the initial transaction can then form the foundation of a continuing supply structure.

SECTION 12

Ten Questions to Answer Before Sending Money

Before committing substantial funds to a proposed Ugandan gold purchase, Nafuna & Co. recommends that an international purchaser be able to answer at least the following questions:

01 Who is my contractual counterparty?

02 Does that entity legally exist, and who owns or controls it?

03 Is the person negotiating with me authorised to represent it?

04 What mineral licences or regulatory permissions does the proposed transaction require, and have they been independently verified?

05	Where did the proposed gold come from?
06	Does the seller have lawful authority to sell it?
07	Has the material been independently verified and assayed under an acceptable procedure?
08	What objectively verifiable event must occur before each payment becomes due?
09	Can the proposed acquisition and export be lawfully completed and properly documented?
10	If the transaction fails, what contractual and practical remedies will actually be available?

Unanswered material questions call for further verification, not greater reliance upon assurances.

PRACTICAL STEP

Before You Travel to Uganda

A foreign purchaser can often learn whether a proposed supplier merits further engagement without travelling to Uganda.

A substantial part of preliminary corporate, licensing and documentary verification may be undertaken before travel.

International purchasers may provide Nafuna & Co. with the proposed supplier's name and corporate particulars together with available licences, quotations, offers, Sale and Purchase Agreements, assay documentation, proposed transaction procedures and other material already received.

The firm can then determine the appropriate scope of engagement for independent verification and transaction support.

> ***Preliminary verification comes first. Travel follows.***

RELATED NAFUNA & CO. CLIENT GUIDES

No. 02	How to Verify a Ugandan Mineral Dealer's Licence
No. 03	Ten Documents to Request Before Travelling to Uganda to Buy Gold
No. 04	Before You Pay: Payment Safeguards in a Ugandan Gold Transaction

No. 05 The Seller Wants You to Pay Someone Else: Third-Party Accounts in Ugandan Gold Transactions

No. 06 Is This Gold Deal Legal? When a Gold Transaction Is Illegal Under Ugandan Law

No. 07 “But the Gold Is Mine”: Carrying Gold Through Entebbe Airport

No. 08 Common Gold Scams in Uganda: Warning Signs Foreign Buyers Should Know

Engaging Nafuna & Co.

International purchasers considering a proposed Ugandan gold or mineral transaction may contact **Nafuna & Co. Advocates and Legal Consultants** before committing funds or travelling to Uganda.

The firm’s services, independence commitments and engagement procedure are set out in *Gold & Mineral Transaction Services*.

IMPORTANT NOTICE

This Client Guide provides general information concerning legal due diligence in proposed gold transactions in Uganda. It does not constitute legal advice concerning any particular supplier, gold consignment or transaction.

Nafuna & Co. does not authenticate a supplier, mineral licence, gold consignment, assay report or transaction merely because documents have been submitted to the firm. Any transaction-specific professional opinion is subject to the terms and scope of the firm’s formal engagement and the results of the relevant independent verification.

Licensing, export procedures and regulatory requirements may change. Readers should consult the current official records and obtain transaction-specific advice before relying on a particular regulatory position.

ATTRIBUTION AND COPYRIGHT

© 2026 Nafuna & Co. Advocates and Legal Consultants. All rights reserved.

This Client Guide may be quoted or shared for informational purposes provided that Nafuna & Co. Advocates and Legal Consultants is clearly identified as the source and the original publication is acknowledged.

Reproduction, republication, adaptation or commercial distribution of this publication, in whole or in substantial part, without attribution or prior written permission of Nafuna & Co. Advocates and Legal Consultants is prohibited.

When quoting this Guide, the recommended attribution is:

> Source: Nafuna & Co. Advocates and Legal Consultants, *Buying Gold in Uganda: A Legal Due-Diligence Guide for Foreign Buyers* (September 2026).

Scola Nafuna
Managing Partner
Nafuna & Co. Advocates and Legal Consultants

Suite 1, Ground Floor, One Nine Square
Plot 19 Portal Road, Entebbe
P.O. Box 225, Entebbe, Uganda
+256 772 408455