Safe Custody Agreement

This safe custody agreement ("**Agreement**") is made and entered into by and between **FutureGold Bullion (Pty) (Ltd)** (the "**Company**") and the customer (being the signatory at the end of this Agreement) (the "**Parties**"), and the Parties shall be governed under the terms and conditions of this Agreement.

1. STORAGE / STORAGE ACCOUNT

1.1. The Company will store the bullion coins (as described in Annexure [B]) ("**Coins**") ,on the customer's behalf, in a secured storage facility selected by the Company, in its sole discretion, or at any other secured storage facility as is reasonably required ("**Facility**").

1.2. The customer hereby agrees to open a storage account ("**Storage Account**") with the Company by completing and filling out their details (as per Annexure A), and it is hereby agreed that the full purchase price of the Coins have been paid by the customer, and title and ownership of the Coins shall remain with the customer, notwithstanding any outstanding storage fees that may be owed to the Company.

1.3. The customer hereby agrees to pay the Company an annual storage fee of R499 (four hundred and ninety nine rand) (exclusive of VAT) ("**Fee**"), and such Fee shall be the amount payable by the customer notwithstanding the date during a year the customer elects for the storage of its Coins with the Company, and such fee is subject to change on annual basis at an escalation rate as is reasonably stipulated by the Company.

1.4. In relation to the Fee the customer notes that:

1.4.1. the customer's first annual Fee is due and payable upon the customer's signature of this Agreement; and

1.4.2. at the start of every subsequent calendar year, the Fee shall be due and payable prior to the commencement of such subsequent year, (or such other date as may be agreed by the Parties in writing).

2. METHOD OF STORAGE

2.1. The customer hereby acknowledges and agrees that, the Company reserves the right to store the Coins in the following manner:

2.1.1. in their physical form; or

2.1.2. in any form that the Company considers appropriate, with reference to the Coins underlying gold content value.

2.2. The customer shall solely be responsible to fill out its personal details (as per Annexure A)], and the customer further agrees to update the information supplied, in order to ensure the accuracy and completeness of the information given.

3. CUSTOMER

3.1. Where the customer is a company, close corporation, trust, partnership or other entity, its duly authorised representative/s, as nominated by a resolution of at least 51% (fifty one percent) of the members / shareholders / trustees (as the case may be), shall be the sole person/s dealt with by the Company, unless a new resolution is provided.

3.2. Where the customer is a minor, his/her legal guardian shall take all responsibility in terms hereof, until the minor attains the age of 18 (eighteen) years of age.

3.3. Where more than one customer has an interest in the Coins, each customer is required to provide proof of the information, as requested in clause 2.2, and each customer's signature is required for the release of the Coins.

3.4. Under no circumstances will the Company deal with or deliver Coins to any person other than the signatory hereto personally, save where authorized by legal authority.

4. **RELEASE AND CANCELLATION**

4.1. The customer (subject to clause 3) must give written instructions to the Company of its intention to withdraw the Coins from the Facility ("**Instructions**").

4.2. If the customer elects to withdraw the Coins from the Facility, the customer must provide the Company with the following, prior to the Company implementing the withdrawal:

4.2.1. in the case of a juristic person:

4.2.1.1. an authorising resolution, authorising a representative of such juristic person to collect the Coin/s; and

4.2.1.2. such representative, as contemplated in clause 4.2.1.1 above, must present a certified copy of his/her identity document upon the Coin/s release;

4.2.2. in the case of a natural person, a certified copy of his/her identity document upon release.

4.3. From the date such Instructions have been received by the Company, the Company will hereby provide the customer with their Coins, within a period of 30 (thirty) business days from the date such Instructions were received by the customer requesting such release.

4.4. Upon receipt of such Instructions by the Company, the Company will arrange for the Coins to be delivered to the destination specified in the Instructions.

4.5. The customer agrees that a courier disbursement fee may be applicable upon release, which shall be determined with reference to the value of the customer's Coins. The courier disbursement fee may be obtained from contacting the Company's head office.

4.6. The customer hereby acknowledges and agrees that such destination elected by the customer (as contemplated in clause 4.4), will be an address that is located within the borders of the Republic of South Africa.

4.7. The Parties shall be entitled to terminate this Agreement on 30 (thirty) days written notice.

4.8. On termination of this Agreement, the Company will notify the customer that either:

4.8.1. the Coins must be collected from the Facility; or

4.8.2. within a period of 30 (thirty) business days from the date of cancellation ("**Termination Period**"), the Coins will be delivered to the destination elected by the customer (as contemplated in clause 4.4), and the customer hereby acknowledges that payment of the standard courier disbursement fee may be applicable (as contemplated in clause 4.5).

4.9. If the customer fails to pay the Company at any point in time, the Company shall be entitled to cancel this Agreement without prejudice to any other claims that it has in law, and the customer must both settle the amount that is due and payable to the Company and collect the Coins within the Termination Period and failure of such will subject the customer to the provisions of clause 4.10 below.

4.10. Coins not collected at any time after the expiry of the Termination Period, for any reason whatsoever, shall entitle the Company, to recover any costs of maintaining and storing such Coins in line with any rights it is entitled to in law. For the avoidance of doubt, the Company shall be entitled to sell the Coin/s to any third party in order to recover such costs, and any proceeds received by the Company in excess of such costs will be reimbursed to the customer. The customer hereby irrevocably and *in rem suam* appoints the Company as its attorney and agent to give effect to the provisions of this clause 4.10.

4.11. Should this Agreement be cancelled by the customer, the fees allocated for the remainder of that calendar year will be reserved as a cancellation fee.

5. AMENDMENTS

The Company shall be entitled to amend the terms hereof from time to time on 30 (thirty) days written notice to the customer. If the customer does not return written acceptance thereof within 30 (thirty) days of receipt of such written notice, this Agreement shall terminate and the customer shall collect the Coins provided for herein (subject to clause 4.10).

6. NOTIFICATIONS

6.1. Any document sent to the customer in terms of this Agreement will be sent to the address, whether physical or email as nominated by the customer in terms of clause 2.2.

6.2. Documents sent by email or fax will be deemed to be delivered on the day the documents are sent by the customer.

6.3. Documents sent via registered post will be deemed to be delivered 14 (fourteen) days after having been posted by the customer.

7. GENERAL

7.1. The customer shall at all times comply with the Company’s security requirements, which are non-negotiable.

7.2. These are the sole terms and conditions for the storage of the Coins. No purported counter-offer, amendment or cancellation shall be of any force or effect unless reduced to writing and signed by all Parties. No representations have been given by any Party save as set out herein, and no relaxation of these terms or indulgence granted by any Party shall bind them in any way or be construed as a waiver of their rights.

7.3. For purposes of applying for urgent relief, the Parties hereby consent and submit to the non-exclusive jurisdiction of the High Court of South Africa (Gauteng Division, Pretoria) in any dispute arising from or in connection with this Agreement.

7.4. To the extent permissible by law no Party shall be bound by any express or implied or tacit term, representation, warranty, promise or the like not recorded herein, whether it induced a Party to enter into the Agreement and/or whether it was negligent or not.

Annexure A

I/ We, (Full Name) ("The Client")

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Note: Joint Customers, or Entities: see clause 3

Identification Number/ Company Registration Number/ Trust Number

____

Physical Address

____ **Postal Code:** __________

Postal Address:

____ **Postal Code:** __________

Addresses for service as explained in clause 2 .

Email address: (please note confidential information will be sent to this email address).

____

Telephone Number: ____

Cell number: ____

Fax number: ____

Signed at_____________________________ this _______________ day of _______ 20_____

Customer Signature/ Duly authorized

____

I have read and understood the entire contents hereof, and I have initialled the provisions brought especially to my attention.

__________________ __________________________________

Acceptance by [✕] Signature

FutureGold Bullion (Pty) Ltd

DEBIT PRE-AUTHORIZATION

I acknowledge that FutureGold Bullion (Pty) Ltd is hereby authorised to withdraw the annual prevailing debit amount on the [✕] or the following business day, until cancellation of services, in respect of the terms & conditions agreed upon.

Please withdraw the funds from the following bank account:

BANK: ____________________________________

ACCOUNT NAME: ____________________________________

ACCOUNT NO: ____________________________________

BRANCH NO: ____________________________________

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[✕]

Signature

Annexure B

Product Description Form

Customer name: ______________________________

Identity Number/Registration Number: ______________________________

General Product Description

Product: **Quantity:**

I, the undersigned , hereby acknowledge that, to the best of my knowledge and belief, the abovementioned details are correct.

Signed at______________________________ this ________________ day of _____________________ 2017

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Customer Signature/ Duly authorized

Annexure C

Acknowledgement of Release Form

1. I the undersigned ,[✕], hereby irrevocably and unconditionally instruct FutureGold Bullion (Pty) Ltd to release my Coin/s:

Customer Signature:___________________________
Who warrants he/she is duly authorised

Name: ___________________________

Place: ___________________________

Date: ___________________________