



Digix Holding, Inc

GOLDN TOKEN OFFTAKE AGREEMENT

The Token: GOLDN_OT

(Delaware Commercial Forward / Tokenized Offtake Contract)

This Gold Offtake Agreement (“Agreement”) is entered into as of November __, 2025 (“Effective Date”), by and between:

Digix Inc. a Delaware limited liability company with offices at 1965 Broadway, Suite 28E, New York, NY 10023, and through its Series Affiliates, Digix Master Series LLC (Delaware), Digix Holdings Inc. (Panama) and Digix Reyes Mining S.A., (Bolivia) (the “Seller”), and the undersigned purchaser (“Buyer”).

Seller and Buyer may each be referred to as a “Party” and collectively as the “Parties.”

1. Recitals

A. The Seller holds contractual and secured rights to approximately 49,000 troy ounces of gold reserves located within the San Gregorio Vein of the Nieves Mine, Zacatecas, Mexico, and shall designate such reserves as collateral securing the Buyer’s down payment obligations under this Agreement.

B. The Seller has operational control over the Iglesias, Tora, 6 de Agosto, Maripani, Flor and Colosal ¹ gold mines located in and around La Paz, Bolivia, from which it will extract, refine, and produce gold bullion (the “Product”) for delivery to the Offtake Token Holders in accordance with the terms of this Agreement.

C. Buyer desires to acquire, and Seller desires to sell, a portion of such Product under a long-term offtake arrangement.

D. The Parties intend this Agreement to be a commercial contract for the sale of goods within the meaning of Article 2 of the Delaware UCC and not an investment contract or security.

2. Definitions

“Aggregation and Pooling Rights” means the right of the Seller, acting in its reasonable discretion, to aggregate or pool fractional Token entitlements of multiple Buyers or holders for the purpose of achieving Minimum Deliverable Units of refined gold bullion for delivery or vault allocation.

Bullion so aggregated or pooled shall be held in Allocated Vault Storage on a pro-rata basis for the participating holders, each of whom shall retain beneficial ownership of a fractional undivided interest corresponding to their respective holdings.

Aggregation and Pooling shall not affect the total bullion entitlement of any holder and shall be conducted solely to facilitate settlement efficiency, storage management, and delivery logistics in accordance with this Offtake Agreement.

“Allocated Vault Storage” means the segregated and specifically identifiable storage of refined gold bullion at an accredited vaulting facility designated by the Seller, held for the account and benefit of the Buyer.

Bullion held under Allocated Vault Storage shall be (i) stored separately from the general holdings of the vault operator and the Seller, (ii) recorded by serial number or unique bar identifier, and (iii) fully insured against loss, theft, or damage under the vault operator’s insurance policy.

Title to bullion held in Allocated Vault Storage shall remain with the Buyer, subject to lien or encumbrance only as expressly provided in this Agreement. Storage and insurance fees, if applicable, shall be borne by the Buyer in accordance with this agreement.

“Burned” or “Burn” means the permanent extinguishment and removal of a Token from the distributed ledger or Payment Ledger, whether through an on-chain burn transaction, administrative nullification, or similar process, such that the Token ceases to exist and confers no further ownership, economic, or delivery rights.

For the avoidance of doubt, the burning of Tokens shall serve as conclusive evidence of settlement, including (i) satisfaction of the holder’s payment obligations in the case of GOLDN_OT Tokens, and (ii) completion of physical delivery or vault allocation in the case of GOLDN_SET Tokens.

“Default” or “Event of Default” means the occurrence of any one or more of the following:

- (a) **Non-Payment** — the Buyer fails to make the Deferred Payment or any other payment required under this Agreement within the time period specified in the **Delivery Window**;
- (b) **Failure to Elect Delivery** — the Buyer fails to provide written notice of its election for Physical Delivery or Vault Allocation within thirty (30) days of being notified that the Product is available;
- (c) **Breach of Agreement** — the Buyer breaches any representation, warranty, covenant, or obligation under this Agreement and fails to cure such breach within ten (10) business days after written notice; or
- (d) **Unauthorized Transfer or Violation** — the Buyer transfers Tokens, or otherwise acts, in a manner that violates applicable law, this Agreement, or any restrictions on Token use or transfer.

A Default under this Agreement shall not relieve the Buyer from liability for unpaid amounts or damages incurred by the Seller as a result of such Default.

“Deferred Payment Date” means the date that is sixty (60) calendar days following the posting and issuance of the Delivery Written Notice marking the final day by which the Buyer must remit to the Seller the remaining balance of the Deferred Payment corresponding to the Buyer’s offtake entitlement.

The Deferred Payment Date period begins upon issuance of the Delivery Written Notice and runs concurrently with the Election Period. Full payment of the Deferred Payment by or before the Deferred Payment Date is a condition precedent to (i) Token conversion from GOLDN_OT to GOLDN_SET, and (ii) transfer of title and risk of loss in the refined bullion.

“Deferred Payment” means the remaining portion of the fixed Forward (Offtake) Purchase Price (\$1,550), payable by the Buyer to the Seller and calculated in the amount of One Thousand One Hundred Fifty-Five United States Dollars (US \$1,155.00) per troy ounce, applied on a fractional, pro-rata basis to the number of GOLDN_OT Tokens purchased. Accordingly, the Deferred Payment amount will vary according to each Buyer’s subscription size but shall not be less than the minimum Deferred Payment associated with the mandatory minimum subscription of 5,000 Tokens (representing one-quarter (1/4) of a troy ounce), being US \$288.75. The Deferred Payment becomes due and payable only upon written notification by the Seller that the corresponding full refinement in the aggregate of 49,000 oz. has been completed and the bullion has been delivered into an LBMA-standard vault and is available for allocation or physical delivery to all purchasers.

“Delivery Window” means the contractual period within which the Buyer must complete settlement and elect delivery of the Product. The Delivery Window shall begin on the date of the Seller’s written notice confirming that the refined bullion corresponding to the Buyer’s offtake entitlement has been produced and delivered to the vault, and shall remain open for thirty (30) calendar days from such notice (the “Delivery Window”) for the Election and sixty (60) calendar days for final payment.

During the Delivery Window, the Buyer shall (i) remit the applicable Deferred Payment, and (ii) elect in writing whether to receive physical delivery or vault allocation. Failure to complete both within the Delivery Window shall result in automatic vault allocation in accordance with Section F.6 of the Offering Memorandum - Default and Forfeiture.

“Delivery Written Notice” means a formal written notification issued by the Seller to the Buyer confirming that the refined gold bullion corresponding to the Buyer’s offtake entitlement has been fully processed, verified, and deposited into the designated LBMA-standard vault, and is available for physical delivery or vault allocation. Such notice shall be (i) posted on the Digix Platform Dashboard, and (ii) transmitted electronically to the Buyer at the contact details on file.

The date of posting and transmission of the Delivery Written Notice shall constitute the commencement of the Election Date, upon which the Buyer must make its delivery election, and the Deferred Payment Date, being the first day of the period during which the Buyer must pay the Deferred Payment in full in accordance with this Agreement.

“Down Payment” means the initial, non-refundable portion of the Forward (Offtake) Purchase Price, calculated as US \$395.00 per troy ounce of Product, applied on a fractional, pro-rata basis to the number of GOLDN_OT Tokens purchased by the Buyer. Because the Down Payment is proportional to the number of Tokens subscribed for, the payable amount may be higher or lower depending on subscription size, but in no event shall it be less than the amount corresponding to the mandatory minimum subscription of 5,000 Tokens (representing one-quarter (1/4) troy ounce) being US \$98.75.

The Down Payment constitutes consideration for the Buyer’s pre-paid offtake right and shall be fully earned by the Seller upon receipt, irrespective of any subsequent market fluctuations or operational changes. The Down Payment is applied toward the total Forward Purchase Price but shall not be refundable under any circumstances other than material breach by the Seller.

“Election Date” The Election Date represents the commencement of the Buyer’s thirty (30)-day period in which the Buyer must elect, in writing, either (i) Physical Delivery of the corresponding bullion, or (ii) Allocated Vault Storage under the Digix custody program. Failure by the Buyer to make such election within thirty (30) calendar days following the Election Date shall be deemed an election of Allocated Vault Storage by default.

“FOB” or “Freight On Board” means that title to and risk of loss of the Product shall pass from the Seller to the Buyer at the time and place of delivery as specified by the Seller in the Delivery Notice, including delivery to an accredited vault, refinery, or carrier designated by the Buyer.

All costs of transportation, insurance, export documentation, and related charges shall be borne by the Buyer. Unless otherwise agreed in writing, delivery shall be FOB Vault, meaning title and risk of loss transfer upon physical placement of the refined bullion into the Buyer’s designated vault account or to its appointed carrier.

“Fractional Delivery” or “Fractional Settlement” means the settlement of Token holdings or offtake entitlements representing less than the Minimum Deliverable Unit of one (1) troy ounce of refined gold bullion.

Such settlement shall occur through one or more of the following mechanisms, as determined by the Seller:

- (a) Vault Allocation — the fractional entitlement shall remain recorded and credited to the holder’s vault account;
- (b) Pooled Delivery — fractional entitlements may be aggregated with those of other holders to form deliverable ounces, with each participant receiving its pro-rata share; or
- (c) Cash-in-Lieu or Digital Settlement — in cases where physical or pooled delivery is impractical, the Seller may settle the fractional position in equivalent monetary value or digital bullion credits.

Fractional Settlement shall constitute final satisfaction of the holder’s entitlement for the corresponding Tokens, which shall be burned upon completion of such settlement.

“Force Majeure” For the purposes of this Agreement, *Force Majeure* means any event or circumstance beyond the reasonable control of the affected party which prevents, delays, or materially hinders the performance of its obligations under this Agreement, including but not limited to:

- acts of God (such as flood, earthquake, or storm);
 - fire, explosion, or environmental disaster;
 - war, civil commotion, terrorism, or sabotage;
 - embargoes, blockades, or export restrictions;
 - acts or omissions of governmental authorities;
 - strikes, lockouts, or other industrial disputes not limited to the workforce of the affected party;
 - unavailability or breakdown of transportation, refinery, or vaulting infrastructure; and
 - closure or suspension of financial or logistics systems necessary for settlement or delivery.
- Financial distress, changes in market prices, or lack of funds shall not constitute Force Majeure. Payment obligations that have already become due and payable shall remain enforceable notwithstanding any Force Majeure event.

“Fractional Entitlement” means the pro-rata interest or divisible portion of a troy ounce of refined gold bullion represented by a single Token, calculated on the basis of twenty thousand (20,000) Tokens equating to one (1) troy ounce of gold.

Fractional Entitlements represent measurable offtake interests and delivery rights under this Agreement and may be aggregated by a holder to meet the minimum deliverable quantity for physical delivery or vault allocation. Fractional Entitlements shall be fungible and transferable in digital form but do not constitute physical delivery rights unless and until the minimum deliverable threshold has been met and all applicable payments have been completed.

“Fungibility” means the interchangeable and non-differentiated character of the Tokens issued pursuant to this Agreement, such that each Token confers the same fractional offtake entitlement to refined gold bullion as every other Token, irrespective of the time of issuance, purchase consideration, or method of acquisition.

All Tokens of the same class (including, without limitation, GOLDN_OT Tokens and GOLDN_SET Tokens) shall be deemed fungible for all purposes of this Agreement, including allocation, settlement, transfer, pooling, and vault accounting. No Token shall have priority, seniority, or preference over another of the same class.

“GOLDN_OT” or **“Offtake Token”** means the digital token issued by the Seller to the Buyer upon receipt of the Down Payment, representing a partially paid, pre-paid offtake interest in refined gold bullion to be produced and delivered under this Agreement.

Each GOLDN_OT Token constitutes a digital record of the Buyer’s Fractional Entitlement and associated Deferred Payment obligation, and remains outstanding until such obligation is fully satisfied, at which time it shall be burned and replaced with a GOLDN_SET Token. GOLDN_OT Tokens confer a fractional entitlement and right to physical bullion upon completion of the deferred payment obligation.

“GOLDN_SET” or **“Settled Token”** means the digital token issued by the Seller to the Buyer upon full payment of the Deferred Purchase Price, evidencing a fully satisfied, delivery-eligible offtake right in refined gold bullion corresponding to the Buyer’s Fractional Entitlement.

The issuance of GOLDN_SET Tokens shall occur upon or immediately following the burning of the corresponding GOLDN_OT Tokens and shall constitute conclusive proof of settlement and payment in full under this Agreement. GOLDN_SET Tokens entitle the holder, at its election and expense, to either (i) physical delivery of bullion or (ii) vault allocation under the Company’s accredited custody program.

“Minimum Deliverable Unit” means the minimum aggregate quantity of refined gold bullion for which the Buyer may request physical delivery under this Agreement, being one (1) troy ounce of gold, represented by twenty thousand (20,000) Tokens.

Holders whose total Token holdings represent less than one (1) troy ounce shall not be entitled to individual physical delivery but may (i) maintain such fractional entitlements in the Company’s vault allocation program, or (ii) participate in pooled delivery arrangements, as determined by the Company from time to time.

“Minted” or **“Minting”** means the creation, issuance, and registration of a Token on the Company’s blockchain or Payment Ledger system, resulting in a new and unique digital record representing the holder’s contractual interest under this Agreement.

A Token shall be deemed Minted when it has been (i) recorded as an active Token on the Payment Ledger, (ii) assigned a unique identifier linked to the holder’s digital address or account, and (iii) acknowledged by the Company as validly issued in accordance with this Agreement. Minted Tokens constitute conclusive evidence of issuance and the holder’s corresponding economic or delivery entitlement, subject to applicable payment and performance conditions.

“Offtake Entitlement” means, with respect to each Buyer, such Buyer’s pro-rata share of the aggregate Offtake Quantity of 49,000 troy ounces of refined gold bullion, which share shall be deemed available only upon completion of refinement and vault delivery of the full Offtake Quantity.

“Offtake Quantity” means, as applicable: (i) the aggregate volume of refined gold bullion covered by this Agreement and available for delivery under the offtake arrangement, being forty-nine thousand (49,000) troy ounces of gold (the “Total Offtake Quantity”); and

(ii) with respect to each Buyer, the portion of such Total Offtake Quantity corresponding to the Buyer’s subscription and number of Tokens purchased, as recorded on the Payment Ledger.

The Offtake Quantity determines each Buyer’s Fractional Entitlement and the corresponding number of Tokens representing such entitlement. Adjustments to the Offtake Quantity may occur only as expressly provided in this Agreement, including substitutions of collateral, force majeure, or production variations.

“Offtake Price” or **“Forward Purchase Price”** means the aggregate price per troy ounce of Product agreed to be paid by the Buyer to the Seller under this Agreement, fixed at One Thousand Five Hundred Fifty United States Dollars (US \$1,550) per troy ounce, payable as follows:

(a) an initial Down Payment of US \$395.00 per troy ounce, due upon execution of this Agreement or subscription for Tokens; and

(b) a subsequent Deferred Payment of US \$1,155.00 per troy ounce, due upon written notice from the Seller confirming that the refined bullion corresponding to the Buyer’s offtake entitlement has been delivered to the vault and is available for delivery or allocation.

The Offtake Price shall be non-variable and fixed for the term of this Agreement, and the Buyer shall remain obligated to pay the Deferred Payment regardless of fluctuations in the prevailing spot price of gold.

“Optional Settlement for Fractional Balances” means the right of the Seller, at its discretion and in accordance with applicable law, to settle Token holdings or offtake entitlements below the Minimum Deliverable Unit of one (1) troy ounce of refined gold bullion through one or more of the following means:

(a) Vault Allocation — retaining the fractional position within the Company’s Allocated Vault Storage program until aggregated to a deliverable unit;

(b) Pooled Settlement — aggregating the fractional positions of multiple holders into a deliverable unit and maintaining each holder’s pro-rata entitlement in Allocated Vault Storage; or

(c) Cash or Digital Equivalent Payment — settling the fractional balance by remitting the equivalent monetary value or digital bullion credit, based on the prevailing spot price at the time of settlement.

Any such settlement shall constitute full and final discharge of the Seller’s obligations with respect to the settled fractional Token balance, and the corresponding Tokens shall be permanently burned upon completion.

“Physical Delivery” means the tender and transfer of possession of refined gold bullion by the Seller to the Buyer, pursuant to the Buyer’s written election during the Delivery Window and subject to payment in full of the Deferred Purchase Price.

Physical Delivery shall be deemed completed when (i) the bullion corresponding to the Buyer’s offtake entitlement is made available at the designated vault, refinery, or other approved delivery point, and (ii) title and risk of loss pass to the Buyer in accordance with terms of this agreement. “

The Buyer shall be responsible for all costs associated with shipment, insurance, taxes, duties, or export documentation beyond the designated FOB point. Once Physical Delivery is confirmed, the corresponding GoldN_SET Tokens shall be permanently burned, signifying final settlement and transfer of title.

“Tokens” means a digitally created record issued by or on behalf of the Seller on the Company’s authorized distributed ledger or Payment Ledger system, representing a fractional offtake right to refined gold bullion to be mined, refined, and delivered under this Agreement.

Each Token corresponds to a Fractional Entitlement of gold, calculated on the basis of twenty thousand (20,000) Tokens equating to one (1) troy ounce of gold. Tokens are issued in two forms:

(a) GOLDN_OT Tokens (Offtake Tokens), representing paid pre-paid offtake rights pending completion of the Deferred Payment; and

(b) GOLDN_SET Tokens (Settled Tokens), representing fully paid and delivery-eligible bullion entitlements issued upon completion of the Deferred Payment.

Tokens are commercial in nature and confer contractual rights to delivery of physical or vaulted bullion, not ownership or equity in the Seller or its affiliates.

Other capitalized terms have meanings assigned in context.

3. Sale and Purchase

3.1 Seller agrees to sell and deliver, and Buyer agrees to purchase and accept, the Offtake Quantity on the terms herein. (5,000 tokens, Minimum Purchase).

3.2 Each GOLDN_OT Token represents a prepaid fractional delivery right equal to 0.00005 troy ounces of Product where 20,000 such GOLDN_OT tokens is equivalent to 1 troy ounce. TOKENS will be issued upon Purchase and delivered to the Purchaser's wallet of choice within 5 business days.

3.3 Each GOLDN_SET Token represents a GOLDN_OT token holder that has completed the deferred payment and has either elected to settle by physical delivery of the refined gold bullion or elect to store in an LBMA "standard" vault.

4. Down Payment, Deferred Payment & Delivery

4.1 Down Payment. Buyer shall pay a non-refundable Down Payment equal to US \$395 per troy ounce of gold, allocated on a fractional, pro-rata basis to the number of GOLDN_OT Tokens subscribed for by the Buyer (the "Deposit"). The Deposit shall be due upon execution of this Agreement or upon subscription through the GOLDNDIGITAL OR Digix Platform.

Each troy ounce corresponds to 20,000 GOLDN_OT Tokens, priced at US \$0.01975 per Token, and payment for such Tokens constitutes full satisfaction of the Buyer's Down Payment obligation under this Agreement.

The minimum purchase quantity shall be 5,000 Tokens, representing one-quarter ($\frac{1}{4}$) troy ounce of gold and a corresponding Down Payment of US \$98.75. Purchases below this minimum will not be accepted. (SEE GOLDN_OT SUBSCRIPTION AGREEMENT).

4.2 Delivery Election

(a) Upon issuance of a Delivery Written Notice by the Seller confirming that the refined bullion corresponding to the Buyer's offtake entitlement is available for delivery, which notice shall be (i) posted on the GOLDNDIGITAL AND Digix Platform Dashboard and (ii) transmitted to the Buyer by electronic means to the contact details on file (including email and/or in-platform message). The Delivery Window shall be deemed to commence on the date such Delivery Written Notice is both posted on the GOLDNDIGITAL OR Digix Dashboard and sent to the Buyer.

Within thirty (30) days of such notice, the buyer must elect in writing either (i) to take physical delivery of such bullion at the Buyer's designated location, at the Buyer's expense, or (ii) to have such bullion credited to a vault account maintained on the Buyer's behalf.

- (a) Failure by the Buyer to provide such written election within the thirty (30) day period shall be deemed an election for vault allocation under the Company's standard custody terms.

4.3 Deferred Payment.

- (a) The Deferred Payment for each Buyer shall become due and payable only after the Seller has completed the full refinement and vault delivery of the aggregate Offtake Quantity of 49,000 troy ounces of gold bullion. Upon such completion, the Seller shall issue a Delivery Written Notice to all Buyers, which shall commence the Delivery Window and the obligation of each Buyer to satisfy its pro-rata Deferred Payment in respect of its Offtake Entitlement.

Such Delivery Written Notice shall be (i) posted to the Buyer's account on the Digix or GOLDNDIGITAL Platform or Dashboard, and (ii) transmitted to the Buyer electronically via the contact details on file.

The Delivery Written Notice shall serve as formal confirmation that the corresponding Product is available for physical delivery or allocated vault storage, and the sixty (60)-day payment period shall commence on the date of both the posting and transmission of such notice.

- (b) For the avoidance of doubt, no Buyer shall be obligated to pay the Deferred Payment, and no Buyer shall have a right to demand allocation or physical delivery of any Offtake Entitlement, until the full Offtake Quantity of 49,000 troy ounces of refined gold bullion has been refined and deposited into the designated vault and a Delivery Written Notice has been issued.
- (c) Upon completion of the Deferred Purchase Price payment, the holder's corresponding GOLDN_OT Tokens shall be burned ("extinguished") and an equal quantity of GOLDN_SET Tokens shall be minted ("created") and issued to such holder, signifying full satisfaction of the deferred payment obligation and the holder's right to allocation or delivery of the underlying bullion.
- (d) If Buyer fails to pay the Deferred Payment within 60 days after Seller's notice of availability, Seller may:

- (a) terminate Buyer's right to that portion of Product.
- (b) retain the \$395 Deposit as liquidated damages; and
- (c) resell the undelivered Product without liability to Buyer. This remedy is in addition to all remedies under 6 Del. C. § 2-703 et seq

4.4. Payments. Payments may be made in United States dollars (USD) or, at the Buyer's option, through a digital asset swap using Bitcoin (BTC), Ethereum (ETH), or Solana (SOL). For digital asset payments, the value of the digital asset tendered shall be determined based on the then-current market price quoted on a recognized national digital asset exchange at the timestamp of submission. The Seller will credit such digital asset payment at a value

equal to the quoted price plus any applicable premium as expressly communicated by the Company at the time of payment.

4.5. Delivery Notices

(a) The Company shall provide each Purchaser who elects a physical delivery and has completed the deferred payment a Delivery Notice and the quantity of gold to be delivered;

- the location and method of delivery;
- the applicable deferred balance due; and
- transportation and insurance costs associated with delivery
- instructions for confirming delivery arrangements.

(b) The Purchaser shall acknowledge receipt of such notice within fifteen (15) business days and remit any deferred balance no later than Sixty (60) business days from receipt of the Delivery Written Notice. Failure to do so constitutes a delivery default under Section 5 of the *Fractional Delivery and Settlement* clause.

4.6 Delivery Methods. All deliveries of refined gold under this Agreement shall occur in accordance with the following delivery options, as elected by the Purchaser at the time of settlement:

(a) Physical Delivery (FOB).

The Company shall deliver refined gold bullion meeting London Good Delivery (LGD) or equivalent standards on a Freight-on-Board (FOB) basis from a refinery or LBMA-standard vault designated by the Company. Title and risk of loss shall transfer to the Purchaser at the point of physical release to the Purchaser or its nominated logistics provider.

(b) Allocated Vault Storage.

At the Purchaser's written election, the Company shall allocate and store refined bullion on the Purchaser's behalf within a designated LBMA-standard vault under segregated account status. Allocation records shall specify serial number, fineness, and weight. Title passes to the Purchaser upon allocation, and the Company shall act solely as custodian under bailment.

(c) CIF or Alternative Incoterms.

If mutually agreed in writing, deliveries may be made under Cost, Insurance, and Freight (CIF) or other internationally recognized Incoterms, with the corresponding transfer points for title and risk adjusted accordingly.

4.7. Delivery.

(a) Upon completion of the Deferred Payment and Election of physical delivery, the Seller shall deliver the refined product to the location as designated by the GOLDN_SET token holder (FOB Vault), within 45 days of election. The Seller shall provide written notice to all Token Holders confirming each delivery and shall ensure that such deliveries are

subject to independent verification and audit in accordance with the terms of this Agreement.

(b) Delivery dates are estimates and may be reasonably adjusted by the Company to account for refining, assay, transport, or regulatory factors beyond its control.

4.8 Delivery Verification and Acceptance

(a) Each delivery shall be documented by a Delivery Receipt or Vault Allocation Statement, duly signed or digitally verified by both parties.

(b) The Purchaser shall have five (5) business days following delivery to inspect and verify conformity to contract specifications.

(c) Absent written notice of non-conformity within such period, delivery shall be deemed accepted. Any claim thereafter shall be limited to latent defects proven by independent assay within a commercially reasonable time.

4.9 Delivery Delays and Force Majeure

(a) The Company shall not be liable for delays caused by force majeure events, including natural disasters, labor disputes, government actions, or transport disruptions.

(b) In such cases, the Company shall promptly notify Purchasers, and delivery dates shall be extended for a period equal to the delay, not to exceed ninety (90) days without mutual agreement.

(c) If delays exceed that period, the Purchaser may elect either (i) continued performance under an amended schedule or (ii) termination of the affected portion with refund of any corresponding deferred balances paid.

4.10 Final Delivery Completion. Upon completion of all deliveries corresponding to the Purchaser's offtake commitment, the Company shall issue a Final Delivery Certificate confirming that all obligations under this Agreement have been fulfilled and that the Purchaser holds clear title to the delivered bullion.

5. Fractional Delivery and Settlement

5.1 Minimum Deliverable Unit The minimum physical delivery unit under this Agreement shall be one (1) troy ounce of refined gold, represented by twenty thousand (20,000) Tokens. Delivery requests may only be made in whole-ounce increments. Each purchaser acknowledges that holdings below this threshold shall not independently qualify for immediate physical delivery.

5.2 Fractional Entitlements Purchasers holding fewer than twenty thousand (20,000) Tokens shall retain a fractional entitlement representing a pro-rata ownership interest in

the vaulted bullion pool maintained for the benefit of all Token holders. Such fractional interests shall remain on the Offtake Pool Ledger, held in the purchaser's name within the Company's LBMA-standard storage facility, until the purchaser reaches the minimum deliverable threshold or otherwise elects settlement under Section 4 below.

5.3. Aggregation and Pooling Rights

(a) Aggregation by Purchaser.

A purchaser may aggregate Tokens acquired over time or through secondary transfers until the aggregate holdings equal or exceed the minimum deliverable quantity.

(b) Pooling Mechanism.

1. The Company may, at its discretion, establish a pooling mechanism enabling two or more purchasers to combine fractional holdings to collectively meet the minimum delivery unit.
2. Upon written election by all participating purchasers, and upon confirmation of aggregated balances totaling not less than one (1) troy ounce, the Company shall arrange physical or allocated delivery to a designated representative, as mutually agreed.

5.4. Optional Settlement for Fractional Balances Upon completion of final delivery to the vault of the aggregate 49,000 troy ounces of bullion, any Purchaser whose holdings represent less than the minimum deliverable unit may, at any time thereafter and by written notice to the Company, elect one of the following alternatives:

(a) Vault Continuation.

Maintain the fractional entitlement as an allocated vault credit within the Company's LBMA-accredited storage facility, pending accumulation of sufficient Tokens to meet the minimum delivery threshold; or

(b) Cash Settlement.

Request, subject to the Company's discretion, redemption of the Fractional Entitlement for a cash equivalent determined as:

1. The fraction of one (1) troy ounce represented by the purchaser's Token holdings multiplied by the 30-day volume-weighted average price (VWAP) of gold, less administrative and transaction costs not exceeding 1.5% of the settlement amount.
2. The Company may, at its discretion, settle such redemption through physical bullion transfer or wire payment of equivalent value, depending on logistical feasibility and prevailing regulations.
3. Any Cash Settlements must be completed within 90 days of said notice by the GoldN_OT token holder.

5.5. No Waiver of Delivery Intent Nothing in this Section shall be construed as altering the commercial nature of this Agreement as a forward sale of a physical commodity. All fractional and pooled holdings represent bona fide, physically deliverable interests in refined gold and do not constitute financial derivatives, investment contracts, or securities of any kind.

5.6. Delivery Default If, after notification by the Company that the purchaser has reached the minimum deliverable quantity, the purchaser fails to complete the required deferred payment or provide delivery instructions within the prescribed period, the Company may treat the fractional or full ounce entitlement as forfeited, retaining the down payment as liquidated damages and re-allocating the corresponding bullion to other eligible offtakers.

5.7. Reporting The Company shall maintain and periodically publish, through its secure digital registry or platform interface, records of all outstanding fractional entitlements, pooled allocations, and fulfilled deliveries. Each purchaser shall have access to verify their individual balance and allocation status at any time.

5.8. Governing Framework All fractional entitlements, pooling arrangements, and settlements are governed by Article 2 of the Delaware Uniform Commercial Code as contracts for the sale of goods, and shall not be construed to create any investment, security, or profit-sharing relationship between the Company and purchasers.

6. Assay and Certification

6.1 All bullion delivered under this Agreement shall:

- conform to **99.5 % minimum purity** or higher;
- be stamped and accompanied by a refinery assay certificate; and
- be traceable to the corresponding mine and production batch through the Company's Reserve-to-Vault audit trail.

The Company shall retain copies of assay certificates and provide them to Purchasers upon request.

7. Title Transfer and Insurance

7.1 Timing.

Title to the gold shall pass to the Purchaser at the earliest of:

- (i) physical release of bullion to the Purchaser or its agent (FOB); or
- (ii) registration of allocated vault ownership in the Purchaser's name.

7.2 Governing Law.

(i) Title passage and risk allocation are governed by **Delaware UCC § 2-401** and related provisions of Article 2. Until title transfers, the bullion remains property of the Company and may not be pledged or encumbered by the Purchaser

7.3 Insurance and Risk of Loss

(a) The Company shall maintain comprehensive insurance coverage for all bullion in its custody or transit, including theft, loss, and damage, until title passes.

(b) Upon transfer of title, risk of loss, theft, or damage passes immediately to the Purchaser, who shall thereafter bear all associated costs of transport, insurance, and custody.

(c) Insurance certificates covering each shipment or allocation shall be made available upon request.

8. Suspension of Obligations

8.1 Upon the valid invocation of Force Majeure, the affected party's performance obligations under this Agreement (excluding payment obligations already due) shall be suspended for the duration of the event.

(a) The time for performance shall be extended for a period equal to the delay caused by the Force Majeure, not to exceed ninety (90) days without mutual written consent.

(b) During the suspension period, the parties shall cooperate in good faith to minimize disruption and resume normal performance as soon as reasonably possible.

9. Substitution, Mitigation and Force Majeure

9.1 If the Company is the affected party, it shall use commercially reasonable efforts to mitigate the impact of the Force Majeure event, including (where feasible):

- substituting equivalent bullion from alternative production sites or vault inventories;
- rerouting logistics or refining through alternate facilities; or
- delivering the gold to a mutually agreed substitute location.

Any additional direct costs associated with such mitigation shall be borne by the Company unless otherwise agreed in writing.

9.2 Prolonged Force Majeure. If a Force Majeure event continues for more than **ninety (90) consecutive days**, either party may, upon written notice to the other:

- (a) agree to an amended delivery schedule, extending the term proportionally; or
- (b) terminate the affected portion of the Agreement without penalty, provided that the Company shall promptly refund any deferred balances received for undelivered bullion and retain only the non-refundable down-payment as liquidated damages

9.3 Partial Performance

If the Force Majeure event affects only part of the Company's production or delivery capability, deliveries shall be allocated pro rata among all purchasers with outstanding entitlements, using the Company's reasonable discretion and in accordance with equitable commercial practice.

9.4 Resumption of Performance. Upon cessation of the Force Majeure event, the affected party shall promptly notify the other and resume full performance under this Agreement. All deliveries delayed under this clause shall be completed within a reasonable period thereafter, taking into account operational capacity and logistics availability.

10. Records and Audit Rights.

10.1 The Company shall maintain complete records of all deliveries, allocations, and title transfers under this Agreement. Purchasers may, upon reasonable written notice, request verification of their holdings or review of delivery documentation through an independent auditor approved by both parties.

11. Default and Remedies

11.1. Definition of Default

A "Default" shall occur under this Agreement upon the happening of any of the following events:

(a) Purchaser Default:

(i) Failure by the Purchaser to remit any payment (down-payment, deferred balance, or other due amount) within the time specified herein;

(ii) Failure by the Purchaser to provide or confirm delivery instructions within the period prescribed in the Delivery Notice; or

(iii) Breach by the Purchaser of any material representation, warranty, or covenant under this Agreement that remains uncured after ten (10) business days following written notice.

(b) Company Default:

(i) Failure by the Company to make delivery of conforming bullion in accordance with the terms and schedule of this Agreement, other than delays excused under the *Force Majeure* clause;

(ii) Failure by the Company to maintain adequate collateral or substitute impaired reserves within the required thirty (30)-day period; or

(iii) Breach by the Company of any material covenant or obligation that remains uncured after fifteen (15) business days following written notice.

11.2. Remedies upon Purchaser Default

(a) Forfeiture of Down-Payment.

Upon Purchaser Default, any down-payment previously made shall be deemed non-refundable and retained by the Company as liquidated damages, representing a reasonable pre-estimate of loss arising from contract breach, consistent with **Delaware UCC § 2-718**.

(b) Reallocation of Undelivered Quantity.

The Company may reallocate the undelivered gold ounces associated with the defaulting Purchaser's Tokens to other eligible purchasers, without further obligation to the defaulting Purchaser.

(c) Suspension of Further Deliveries.

The Company may suspend or cancel any pending deliveries to the defaulting Purchaser until the breach is cured and all overdue payments, interest, or costs are settled.

(d) Recovery of Costs.

The Company shall be entitled to recover from the Purchaser all reasonable costs, including legal fees, incurred in enforcing this Agreement or collecting overdue balances.

11.3. Remedies upon Company Default

(a) Specific Performance or Replacement Delivery.

If the Company fails to deliver the agreed bullion within the tolerance period and is not excused by Force Majeure, the Purchaser may demand specific performance under **Delaware UCC § 2-716**, or require delivery of equivalent bullion from alternative inventory of equal or greater fineness.

(b) Refund of Deferred Balance.

In the event of non-delivery of paid-for ounces beyond the permitted grace period, the Company shall promptly refund the Purchaser's deferred balance for undelivered gold, without prejudice to any other remedy available under this Agreement.

(c) Termination for Extended Default.

If the Company fails to cure a delivery or collateral default within thirty (30) days after written notice, the Purchaser may terminate the affected portion of the Agreement, with full refund of all deferred balances and retention of title to any bullion already delivered.

11.4 Cure and Reinstatement

A defaulting party may cure any breach within 15 (fifteen) days of the Applicable Notice of Default and, upon cure, this Agreement shall be reinstated in full force and effect as if the default had not occurred, except where delivery timelines have lapsed irreparably or the non-defaulting party has elected termination.

11.5 Exclusive Remedies. The remedies set forth in this Agreement are exclusive with respect to the matters covered herein and are intended to replace, not supplement, any remedies that might otherwise be implied under law, except as specifically preserved by **Delaware UCC § 2-719**.

11.6. Setoff If the Purchaser or any affiliate defaults under another offtake or related agreement with the Company or its affiliates, the Company may declare a Setoff permitting it to offset any obligations or apply any down-payments or vault credits toward damages arising under this or any related contract.

12. Interest and Costs

12.1 All overdue monetary amounts under this Agreement shall accrue interest at a rate equal to the U.S. Prime Rate + 3% per annum, compounded monthly, from the due date until the date of full payment.

12.2 Each defaulting party shall reimburse the other for reasonable legal, administrative, and enforcement costs arising from its breach.

13. Limitation of Liability

13.1 Except in cases of willful misconduct, fraud, or gross negligence, neither party shall be liable for indirect, incidental, or consequential damages, including lost profits or loss of market opportunity, arising out of or relating to this Agreement.

13.2 The Company's aggregate liability for any claim shall not exceed the total deferred balance actually received for the undelivered bullion giving rise to such claim.

14. Representations, Warranties, and Covenants

14.1. Representations and Warranties of the Company

The Company hereby represents and warrants to each Purchaser that, as of the Effective Date and continuing through the Term of this Agreement:

(a) Organization and Authority.

The Company is duly organized, validly existing, and in good standing under the laws of **Panama** and is qualified to conduct business in each jurisdiction where such qualification is required to perform its obligations hereunder. It has full corporate power and authority to enter into, execute, and perform this Agreement.

(b) Authorization and Enforceability.

This Agreement has been duly authorized, executed, and delivered by the Company and constitutes a legal, valid, and binding obligation of the Company, enforceable in accordance with its terms under **Delaware law** and the **UCC**.

(c) Title and Right to Sell.

The Company is, or will be at the time of each delivery, the lawful owner of the bullion delivered hereunder, free and clear of all liens, claims, or encumbrances, and has full right to sell and transfer title to the Purchaser in accordance with this Agreement.

(d) Conformity of Goods.

All bullion delivered shall conform to London Good Delivery (LGD) standards or their equivalent and shall meet or exceed a minimum fineness of 99.5 % Au. Each shipment or vault allocation shall be accompanied by a valid refinery assay certificate.

(e) Compliance with Law.

The Company's performance of its obligations under this Agreement does not and will not violate any applicable law, regulation, or governmental order, including environmental, export, mining, or trade-compliance requirements.

(f) No Conflict.

The execution and performance of this Agreement will not conflict with or result in a breach of any other agreement, charter document, or obligation of the Company.

(g) Anti-Corruption and AML Compliance.

The Company maintains and enforces policies consistent with applicable FATF, OECD, and Panamanian AML/KYC standards, and has not engaged in, and will not engage in, any activity in violation of anti-bribery, anti-money-laundering, or counter-terrorist-financing laws.

(h) Accuracy of Information.

All material information furnished by the Company in connection with this Agreement is true and accurate in all material respects as of the date provided and does not omit any material fact necessary to prevent such information from being misleading.

14.2. Representations and Warranties of the Purchaser

Each Purchaser, by entering into this Agreement and tendering payment, represents and warrants to the Company that:

(a) Authority and Capacity.

The Purchaser has full legal right, power, and authority to enter into this Agreement and to perform its obligations hereunder. If an entity, it is duly organized and validly existing under the laws of its jurisdiction of formation.

(b) U.S. and Non-U.S. Status and Offshore Participation.

The Purchaser is either (i) non-U.S. person or institution as defined in Rule 902(k) of Regulation S, is outside the United States at the time of subscription and is acquiring the offtake rights solely in an offshore transaction, or (ii) a U.S. Person (iii) institution

(c) Commercial Intent.

The Purchaser is acquiring rights to physical gold for commercial purposes of use, trade, or physical possession, not for investment, resale as a security, or speculative profit. The Purchaser acknowledges that this Agreement constitutes a contract for the sale of goods under UCC Article 2, not an investment instrument.

(d) Ability to Take Delivery.

The Purchaser has or will maintain the logistical, legal, and financial ability to receive, store, or direct shipment of bullion delivered under this Agreement, either directly or through an approved vault facility.

(e) Compliance with Laws.

The Purchaser's participation and payments are in full compliance with all applicable laws, including anti-money-laundering, sanctions, and foreign-exchange regulations in its jurisdiction.

(f) Independent Assessment.

The Purchaser has conducted its own due diligence and understands the commercial and logistical nature of this Agreement. No representations or warranties have been made by the Company other than those expressly contained herein.

(g) No Reliance on U.S. Market Access.

The Purchaser acknowledges that the Company will not register or qualify this Agreement under U.S. securities laws, and agrees not to resell, promote, or distribute related rights or Tokens within the United States or to any U.S. person.

14.3. Mutual Covenants

(a) Good-Faith Performance.

Each party shall act in good faith and use commercially reasonable efforts to perform its obligations under this Agreement in a timely and professional manner.

(b) Confidentiality.

Neither party shall disclose the terms of this Agreement or related data except as required by law or to auditors, advisors, or regulators subject to confidentiality obligations.

(c) Recordkeeping.

Both parties shall maintain complete and accurate records of all payments, deliveries, and communications related to this Agreement for at least five (5) years following final delivery.

(d) Compliance Updates.

Each party shall promptly notify the other of any change in circumstances that would reasonably be expected to affect its compliance status, delivery ability, or regulatory obligations.

(e) Further Assurances.

The parties shall execute and deliver such further documents and take such additional actions as may be reasonably necessary to effectuate the intent and purposes of this Agreement.

14.4. Survival All representations, warranties, and covenants set forth herein shall survive the execution, delivery, and completion of performance under this Agreement and shall continue in effect for a period of two (2) years following final delivery, except those relating to title, confidentiality, and compliance, which shall survive indefinitely.

15. Governing Law, Dispute Resolution, and Arbitration

15.1. Governing Law

This Agreement, and all rights, obligations, and disputes arising hereunder, shall be governed by and construed in accordance with the laws of the State of Delaware, including the provisions of Article 2 of the Delaware Uniform Commercial Code (UCC) governing the sale of goods.

All matters relating to title passage, delivery, or performance shall be interpreted and enforced in accordance with these laws, without regard to conflicts of law principles that would result in the application of any other jurisdiction's laws.

15.2. Commercial Nature and Exclusion of Securities Law

The parties expressly acknowledge and agree that this Agreement constitutes a commercial contract for the sale and future delivery of a physical commodity (gold).

Nothing contained herein shall be construed to create a partnership, joint venture, investment contract, or security. Each party expressly waives any claim or defense premised upon the characterization of this Agreement as a securities transaction under U.S. or foreign law.

15.3. Dispute Resolution Framework

(a) Negotiation and Good-Faith Resolution.

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the parties shall first attempt in good faith to resolve such dispute through direct negotiations between authorized representatives.

If the dispute is not resolved within thirty (30) days after written notice by either party, the matter shall proceed to arbitration as set forth below.

(b) Arbitration Election.

Either party may elect to resolve the dispute by binding arbitration under one of the following forums:

- **Domestic Disputes (U.S.-only parties):** Arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules, held in Wilmington, Delaware.

- **Cross-Border Disputes (International parties):** Arbitration administered by the London Court of International Arbitration (LCIA) under the LCIA Rules, with the seat of arbitration in London, United Kingdom, and the language of proceedings being English.

The election of the appropriate forum shall be determined by the initiating party's notice of arbitration.

(c) Arbitrator Composition.

The arbitration tribunal shall consist of three (3) arbitrators, one appointed by each party and the third appointed jointly by the first two arbitrators or, failing agreement, by the administering institution

15.4. Interim Relief

(a) Pending the final resolution of any dispute, either party may seek interim or injunctive relief before the Delaware Court of Chancery or other court of competent jurisdiction solely for the purpose of preserving property, evidence, or enforcing delivery obligations.

(b) Such provisional measures shall not be deemed inconsistent with the agreement to arbitrate.

15.5. Enforcement of Awards

(a) Any arbitral award rendered pursuant to this Agreement shall be final, binding, and enforceable in any court of competent jurisdiction, including those located in the State of Delaware or any jurisdiction where the non-prevailing party has assets.

(b) Judgment upon the award may be entered in accordance with the U.S. Federal Arbitration Act (9 U.S.C. § 1 et seq.) or applicable international conventions, including the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

15.6. Costs and Fees

(a) Unless otherwise determined by the arbitration panel, each party shall bear its own legal and professional fees, with the costs of the arbitration and tribunal to be divided equally between the parties.

(b) The tribunal may award reasonable costs, interest, or fees to the prevailing party as it deems just and equitable.

5.7. Confidentiality of Proceedings. All proceedings, filings, and awards under this clause shall be kept strictly confidential by the parties and arbitrators, except to the extent disclosure is necessary for enforcement or as required by applicable law.

15.8. Continuing Obligations During Dispute. Notwithstanding the existence of any dispute, the parties shall continue to perform all undisputed obligations under this Agreement, including the maintenance of vault custody, insurance, and compliance reporting, until the dispute is resolved or otherwise determined by arbitral order.

15.9. Waiver of Jury Trial and Class Action. Each party irrevocably waives any right to a trial by jury or to participate in any class, collective, or representative action in any proceeding arising out of or relating to this Agreement. All claims shall be pursued on an individual, bilateral basis.

15.10. Exclusive Jurisdiction (Non-Arbitration Matters). For any matter not subject to arbitration, or for the enforcement of arbitral awards or interim relief, the parties agree to the exclusive jurisdiction of the state and federal courts located in Wilmington, Delaware.

16. Notices and Communications

16.1. Method of Notice. All notices, consents, instructions, and other communications required or permitted under this Agreement (“Notices”) shall be in writing and shall be deemed validly given or made when delivered by one or more of the following methods:

(a) **Electronic Mail (E-mail):** transmitted to the e-mail address designated by the recipient in writing;

(b) **Commercial Courier or Hand Delivery:** delivered in person or by reputable international courier service providing proof of delivery;

(c) **Registered or Certified Mail:** postage prepaid, return receipt requested, to the recipient’s last known business address; or

(d) **Platform Notification:** electronic posting, upload, or message transmitted through the **Digix Platform**, including the secure purchaser portal, smart-contract dashboard, or other Company-approved communication interface that records an immutable timestamp of delivery.

16.2. Timing of Receipt. Unless otherwise provided in this Agreement, any Notice shall be deemed **received**:

(a) if sent by e-mail, upon successful transmission (as evidenced by a delivery receipt or lack of bounce-back error) if received during the recipient's business hours, or at 9:00 a.m. recipient's local time on the next business day if sent outside business hours;

(b) if delivered by hand or courier, upon actual receipt;

(c) if mailed, **five (5) business days** after deposit in the mail system; or

(d) if posted via the Digix or GOLDNDIGITAL Platform, **at the time such posting is recorded on the platform ledger or transaction log.**

16.3. Designation and Change of Address. Each party shall designate in writing the individual(s) and address(es) (physical and electronic) for receipt of Notices. Either party may change its designated contact information by providing written Notice to the other in accordance with this clause. Until such change is received and acknowledged, delivery to the last known address or electronic contact shall constitute valid notice

16.4. Official Contact Information. Unless otherwise specified in the Annex to this Agreement, initial Notices shall be directed as follows:

For the Company:

Digix Holding Inc.
Attn: Corporate Secretary – Offtake Administration
c/o Digix Master Series LLC – Series GOLDN
1965 Broadway Suite 28E, New York, NY 10023
E-mail: **IR@Digixinc.io**

For the Purchaser:

To the address and e-mail provided in the Purchaser's Subscription Form or digital onboarding file on the Digix Platform.

26.5. Language. All communications and contractual documentation under this Agreement shall be conducted and executed in the English language. If translations are provided for convenience, the English version shall prevail in the event of inconsistency.

16.6. Delivery-Specific Notices. Without limiting the generality of the foregoing, the following specific communications shall be governed by this clause:

- **Delivery Notices** issued under the *Delivery Procedures and Title Transfer* section;
- **Payment Confirmations** and deferred-balance instructions;
- **Collateral Substitution Notices** under Section (c) of the *Collateral Management* provisions;
- **Force Majeure Notifications**; and
- **Arbitration or Legal Notices** initiated under the *Governing Law and Dispute Resolution* clause.

All such notices shall reference the Purchaser's account identification and Offtake tranche number and may be authenticated through platform signature or cryptographic hash.

16.7. Evidentiary Record. Electronic confirmations generated by the Digix Platform, e-mail delivery receipts, or blockchain transaction hashes shall constitute prima facie evidence of transmission and receipt. The parties agree that electronic records maintained by either party in the ordinary course of business shall be admissible in any arbitration or legal proceeding as proof of notice or communication.

16.8. Governing Standard. This clause shall be interpreted consistently with Delaware's Uniform Electronic Transactions Act (6 Del. C. § 12A-101 et seq.) and shall give full legal effect to electronic signatures, notices, and records.

17. Confidentiality and Data Protection

17.1. Confidential Information.

(a) For purposes of this Agreement, "Confidential Information" means all non-public, proprietary, technical, financial, and business information disclosed by one party ("Disclosing Party") to the other ("Receiving Party") in connection with this Agreement, including but not limited to:

- this Agreement and its terms;
- pricing, logistics, and delivery schedules;
- geological data, assay reports, and collateral certifications;
- vaulting, refining, and transportation arrangements;
- identity and contact details of purchasers and service providers; and
- platform data, security credentials, and communication logs.

(b) Confidential Information shall include all data conveyed through the Digix Platform, written communications, or electronic records, whether or not specifically marked as "confidential."

17.2. Confidentiality Obligations

Each party agrees that it shall:

(a) Use Restriction.

Use the Confidential Information solely for the purpose of performing obligations or exercising rights under this Agreement and for no other purpose.

(b) Non-Disclosure.

Not disclose any Confidential Information to any third party except to employees, officers, professional advisors, auditors, or contractors who have a need to know and are bound by written confidentiality obligations at least as strict as those contained herein.

(c) Standard of Care.

Use the same degree of care to protect the Confidential Information as it uses to protect its own confidential information, but in no event less than reasonable care.

(d) Exclusions.

Confidential Information shall not include information that:

(i) is or becomes public through no fault of the Receiving Party;

(ii) is rightfully obtained from a third party without breach of any obligation of confidentiality;

(iii) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or

(iv) is required to be disclosed under applicable law, regulation, or court order, provided that the Receiving Party gives prior written notice (where legally permitted) and cooperates to seek a protective order.

17.3. Duration of Obligation. The confidentiality obligations set forth herein shall commence on the Effective Date and continue for a period of five (5) years following the later of (i) the termination or completion of this Agreement, or (ii) the final delivery of bullion, except for information relating to security, AML/KYC, or proprietary data, which shall remain confidential indefinitely.

17.4. Data Protection and Privacy

(a) Compliance with Law.

Each party shall comply with all applicable data-protection and privacy laws, including the Delaware Online Privacy and Protection Act, Panama Law No. 81 of 2019 on Personal Data Protection, and other relevant cross-border regulations.

(b) Collection and Processing.

Personal data collected in connection with this Agreement, including AML/KYC information, will be processed solely for identity verification, anti-money-laundering compliance, and contractual communication purposes.

(c) Storage and Security.

The Company shall maintain appropriate technical and organizational measures to safeguard data against unauthorized access, alteration, loss, or disclosure, including encryption, access control, and secure data-center storage.

(d) Data Subject Rights.

Purchasers may, to the extent permitted by law, request access to, correction of, or deletion of their personal data held by the Company. Requests shall be made in writing to the contact address provided in the *Notices and Communications* section.

(e) Cross-Border Transfers.

Data may be transferred between jurisdictions (including the United States, Panama, and Bolivia) for legitimate business purposes under this Agreement, subject to appropriate contractual safeguards ensuring data remains protected at all times.

17.5. Blockchain Transparency

(a) The parties acknowledge that certain transactional data, such as Token issuance, transfer, and delivery allocations, may be recorded on a blockchain or distributed ledger for purposes of immutability and auditability.

(b) Such entries may be pseudonymous and not directly identifiable as personal data. To the extent any blockchain record can be linked to an identifiable individual, the Company shall ensure that it is handled in compliance with applicable data-protection laws and used solely to evidence performance and title under this Agreement.

17.6. Permitted Disclosures

Notwithstanding the foregoing, the Company may disclose limited Confidential Information to:

- regulators, auditors, and governmental authorities in connection with compliance reviews;

- logistics providers, vaulting partners, and insurers as necessary to perform delivery obligations; and
- independent auditors or technical experts verifying reserve or vault balances, provided such parties are bound by equivalent confidentiality duties.

17.7. Remedies. Each party acknowledges that unauthorized disclosure of Confidential Information may cause irreparable harm for which monetary damages are inadequate. Accordingly, the non-breaching party shall be entitled to seek injunctive or equitable relief in addition to any other remedies available at law or equity.

17.8. Return or Destruction of Information

Upon termination or completion of this Agreement, or upon written request by the Disclosing Party, the Receiving Party shall promptly return or securely destroy all Confidential Information, except for:

- information required to be retained by law or regulation; or
- automatically archived records maintained for audit or compliance purposes, which shall remain subject to ongoing confidentiality obligations.

17.9. Survival. The obligations contained in this Confidentiality and Data Protection clause shall survive termination of this Agreement for the periods specified above and shall continue to bind the parties and their respective successors, assigns, and representatives.

18. Permitted Sales by Purchaser

18.1 Sale of GOLDN_OT Tokens

(a) Purchasers may sell or transfer their GOLDN_OT Tokens only to other qualified, KYC-verified U.S. or non-U.S. participants or institutions through the Digix Trading Platform or other Company-approved transfer or trading systems. Any such sale or transfer shall constitute an assignment of all rights, title, interests, and obligations attached to the GOLDN_OT Tokens, including, without limitation, the transferee's assumption of all economic rights, delivery rights, and the corresponding Deferred Payment obligation upon notice of bullion delivery pursuant to the terms of this Offtake Agreement.

19. Binding Effect and Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and permitted transferees.

(a) Any reference to a party includes its successors and permitted assigns, provided that no such assignment shall relieve the original party of its primary obligations unless expressly released in writing.

20. Change of Control. In the event of a merger, consolidation, or change of control of the Company, the surviving or successor entity shall automatically assume all rights and obligations under this Agreement.

(a) The Company shall provide written notice of such change within thirty (30) days of the effective date. The Purchaser shall continue to enjoy all contractual delivery and title rights unaffected by such change.

21. Restriction on Resale or Public Distribution. The Purchaser acknowledges that its offtake rights and any associated Tokens may not be publicly offered, advertised, or resold in any jurisdiction except in compliance with the Offtake Agreement and applicable commodity-trade and anti-money-laundering regulations.

22. Survival of Obligations.

(a) All representations, warranties, confidentiality duties, and payment obligations shall survive any assignment or transfer under this Agreement.

(b) No assignment shall release either party from liabilities accrued prior to the effective date of assignment unless expressly discharged in writing by the other party.

23. Term, Termination, and Survival

23.1. Term of Agreement This Agreement shall commence on the Effective Date (the date of acceptance of the Purchaser's subscription and issuance of Tokens) and shall remain in full force and effect until the earlier of:

(a) the completion of all deliveries and payments contemplated herein, including settlement of any fractional entitlements or outstanding balances; or

(b) the termination of this Agreement in accordance with Section 3 below.

23.2 Unless earlier terminated, this Agreement shall automatically expire upon issuance of the Final Delivery Certificate confirming that all bullion corresponding to the Purchaser's offtake allocation has been delivered or vaulted in accordance with the *Delivery Procedures and Title Transfer* clause

23.3. Completion of Performance

Upon completion of the Reserve-to-Delivery process and full satisfaction of delivery obligations:

(a) the Company shall have fully discharged its obligations to deliver bullion or provide equivalent vault allocation under this Agreement;

(b) the Purchaser shall have fully discharged its payment and acceptance obligations; and

(c) all mutual covenants not expressly surviving under Section 5 shall terminate automatically and without further action by either party.

23.4. Termination This Agreement may be terminated prior to full performance upon the occurrence of any of the following events:

(a) Mutual Agreement.

By written consent of both parties, specifying an effective termination date and any settlement of outstanding obligations.

(b) Force Majeure Extension.

If a Force Majeure event persists for more than ninety (90) consecutive days and the parties fail to agree on an amended delivery schedule, either party may terminate the affected portion of this Agreement by written notice, subject to the refund and settlement procedures described in the *Force Majeure and Delivery Excuse* clause.

(c) Default.

By either party, upon occurrence of a material default as defined in the *Default and Remedies* clause, and failure to cure such default within the prescribed notice and cure period.

(d) Legal or Regulatory Prohibition.

If continued performance becomes illegal or prohibited under applicable law or regulation, this Agreement shall terminate automatically as to the affected portion, with appropriate settlement of remaining obligations.

(e) Change of Law or Impracticability.

If a change in law, regulation, or export restriction renders delivery commercially impracticable within the meaning of UCC § 2-615, the Company may suspend or terminate the affected obligations upon written notice and refund of any unearned deferred balances.

23.5. Effect of Termination

(a) Termination of this Agreement, whether by expiration or otherwise, shall not relieve either party of any accrued rights or obligations arising prior to the effective date of termination.

(b) Upon termination, each party shall promptly return or destroy all Confidential Information as set forth in the *Confidentiality and Data Protection* clause.

(c) In the event of partial termination, unaffected portions of this Agreement shall remain in full force and effect.

23.6. No Waiver of Accrued Rights

(a) Termination or expiration of this Agreement shall not be construed as a waiver of any rights, claims, or causes of action accrued prior to such termination.

(b) Each party shall retain the right to enforce any obligations that have matured or vested prior to termination.

23.7 Continuing Compliance. Following termination, the Company and Purchaser shall continue to comply with all applicable laws, including export control, sanctions, anti-money-laundering, and data-protection obligations, until all matters arising under this Agreement have been fully settled.

24. No Investment Relationship. The Parties acknowledge this Agreement is solely for the commercial sale and delivery of gold. Buyer's rights are limited to receiving the Product upon payment of the Offtake Price. Nothing herein shall be construed as an offer of securities or participation in profits of Seller.

25. Execution of Final Certificate

(a) Upon completion or termination, the Company shall issue a Final Delivery and Termination Certificate, summarizing all deliveries made, payments received, and remaining obligations.

b) Such certificate shall constitute final and conclusive evidence of fulfillment of obligations under this Agreement, absent manifest error.

26. Miscellaneous and General Provisions

26.1. Entire Agreement

(a) This Agreement, together with all schedules, annexes, exhibits, and any documents expressly incorporated herein, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, term sheets, memoranda, or understandings, whether written or oral, relating to the same subject matter.

(b) No representation, warranty, or statement not expressly contained in this Agreement shall be binding upon either party.

26.2. Amendments and Modifications

(a) No amendment, modification, or waiver of any provision of this Agreement shall be effective unless made in writing and signed by duly authorized representatives of both parties.

(b) Amendments may be executed electronically through the Digix Platform, provided that each party's digital signature or platform acknowledgment constitutes valid execution under the Delaware Uniform Electronic Transactions Act (6 Del. C. § 12A-101 et seq.).

26.3. Waiver

(a) No waiver of any provision or breach of this Agreement shall be deemed a waiver of any other provision or subsequent breach.

(b) Failure or delay by either party in exercising any right or remedy shall not operate as a waiver thereof, nor shall any single or partial exercise preclude further exercise of any other right or remedy.

26.4. Severability

(a) If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity shall not affect any other provision of this Agreement or the validity of that provision in any other jurisdiction.

(b) The invalid provision shall be replaced by a lawful provision that most closely reflects the parties' original intent.

26.5. Counterparts and Electronic Execution

(a) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(b) Signatures transmitted by electronic means, including via secure digital signature, PDF, or authenticated acknowledgment on the Digix Platform, shall have the same legal effect as original signatures.

26.6. Headings and Interpretation

(a) Section headings are provided for convenience only and shall not affect the meaning or interpretation of any provision.

(b) Unless otherwise indicated, references to “Sections” or “Clauses” refer to sections and clauses of this Agreement. Words importing the singular include the plural and vice versa; words importing gender include all genders

26.7. Relationship of the Parties

(a) The parties are independent contractors, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture, fiduciary, or agency relationship between them.

(b) Neither party shall have authority to bind the other except as expressly provided herein.

26.8. No Third-Party Beneficiaries

(a) Except as otherwise expressly provided, this Agreement is intended solely for the benefit of the parties and their respective permitted successors and assigns.

(b) No other person shall have any rights or remedies under this Agreement.

26.9. Further Assurances. Each party agrees to execute and deliver such further documents, and to take such additional actions, as may reasonably be required to give full effect to the provisions and intent of this Agreement, including confirmation of delivery, title transfer, or regulatory filings.

26.10. Notices of Publicity

(a) Neither party shall issue any press release or public announcement concerning the existence or terms of this Agreement without the prior written consent of the other party, except as required by applicable law or regulation.

(b) Any permitted public statements shall be factual, non-promotional, and consistent with the commercial character of this Agreement.

26.12. Time of the Essence. Time is of the essence with respect to all obligations and performance dates set forth in this Agreement, particularly those related to payment, delivery, and notification.

26.13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, as further described in the *Assignment and Successors* clause.

26.14. Execution and Effectiveness

(a) This Agreement shall become legally binding upon (i) the Company's acceptance of the Purchaser's subscription, and (ii) the issuance of Tokens representing the Purchaser's offtake allocation on the Digix Platform.

(b) Electronic confirmation of acceptance and issuance shall serve as conclusive evidence of execution and effectiveness.

26.15. Survival. All payment obligations, indemnities, warranties, and limitations of liability contained in this clause shall survive termination or completion of this Agreement.

¹ Digix Reyes S.A. Bolivia has reached an agreement in principle with Colosal, with execution of a final definitive agreement anticipated on or about December 15, 2025. There can be no assurance that the agreement will be executed on this date or on the terms currently contemplated.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Seller:

Digix Holding Inc./Digix, Inc./GOLDNDIGITA

By:

Name: Philip A. Falcone

Title: Chairman/CEO

PURCHASER:

By: _____

Name: _____

Title: _____

Physical Address: _____

Phone: _____

Wallet Address: _____

EFFECTIVE DATE: _____

