

## **DIGIX HOLDING INC.**

### **GOLDN\_OT TOKEN OFFTAKE SUBSCRIPTION AGREEMENT**

#### **Confidential Offtake Offering**

**Issuer:** Digix Holding Inc.

**Jurisdiction:** Republic of Panama

**Offering Size:** 930,000,000 GOLDN Tokens

**Down Payment Price per Token:** USD \$0.01975

**One Troy Ounce Refined Bullion:** 20,000 Tokens

**Minimum Purchase:** 5,000 Tokens

**Collateralization:** Each Token represents 0.00005 troy ounces of NI 43-101 Indicated Gold Reserves from the San Gregorio Vein at the Nieves Mine, Mexico, totaling 49,000 ounces of controlled reserves under a Digix Holding Inc. agreement with Blackberry Venture Ltd., the owner of the Nieves Mine and an Entitlement to receive .00005 troy ounces of refined bullion upon the completion of the Deferred Payment when available for delivery.

## **Important Information**

### **PLEASE READ THIS AGREEMENT CAREFULLY.**

Participation in this Offtake Agreement involves commercial, operational, and commodity-related risks and should be undertaken only by persons or entities capable of assuming the economic and logistical risks associated with the purchase, deferred payment, and potential physical delivery of refined gold bullion

This Agreement constitutes a commercial forward purchase arrangement for the offtake of gold bullion and does not represent an investment contract or security under the laws of the United States or any other jurisdiction.

The rights evidenced herein relate solely to the purchase and delivery of physical gold (or its digital delivery entitlement equivalent) and are governed by commercial contract law, including applicable provisions of the Uniform Commercial Code (UCC) and relevant international trade conventions.

This offtake arrangement may be entered into by both U.S. and non-U.S. Buyers, provided such Buyers comply with all applicable laws and regulations within their jurisdiction concerning the purchase, ownership, and delivery of precious metals. Each Buyer is solely responsible for determining its eligibility to participate and for ensuring compliance with applicable import, taxation, and reporting obligations.

The Offtake Tokens and corresponding digital delivery entitlements are not registered securities, and no registration is required or intended, as they represent commercial prepayment and delivery rights under a forward contract for tangible goods. Tokens or offtake rights may not be resold, assigned, or transferred except as permitted under this Agreement and in accordance with applicable laws governing the sale or transfer of commodity purchase contracts.

Participation should be based upon a thorough review of the terms, risks, and delivery procedures described herein and in the accompanying materials.

All participants are strongly encouraged to seek independent legal, tax, and financial advice prior to execution of this Agreement.

## **OFFTAKE AGREEMENT**

The undersigned Buyer hereby enters into this Offtake Agreement with Digix Holding Inc. (the “Seller”) for the purchase of GOLDN Offtake Tokens (the “Tokens”), which evidence the Buyer’s prepaid right to receive refined gold bullion in accordance with the terms herein.

Each Token represents a digital delivery entitlement under the Seller’s Reserve-to-Delivery program, initially secured by certified in-ground gold reserves from the San Gregorio Vein located within the Nieves Mine in Mexico, and subsequently satisfied through the production and refinement of gold sourced from Digix-controlled concessions in Bolivia.

The Buyer acknowledges that the Tokens are commercial offtake instruments and not investment securities, and that each Token corresponds to a defined quantity of gold deliverable upon completion of mining, refining, and vault allocation.

The purchase price and delivery obligations are governed by the Down Payment and Deferred Payment terms set forth herein, and all rights and obligations are enforceable under applicable Delaware commercial law and international trade conventions.

## **ACCEPTANCE AND ISSUANCE**

This Offtake Agreement is subject to formal acceptance by Digix Holding Inc. (the “Seller”) in its sole discretion.

Acceptance shall occur only upon (i) completion of the Buyer’s Know-Your-Customer (KYC) and Anti-Money-Laundering (AML) verification, (ii) approval of the Buyer’s eligibility to participate in the GOLDN Offtake Program, and (iii) receipt of the required Down Payment in immediately available funds.

All funds remitted by the Buyer prior to final acceptance shall be deposited into a designated escrow account administered by an independent escrow agent.

## **BUYER REPRESENTATIONS AND WARRANTIES**

By executing this Agreement, the undersigned **Buyer** hereby represents, warrants, and acknowledges to **Digix Holding Inc.** (the “**Seller**”) as follows:

### **Status and Eligibility**

The Buyer is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation or residence, and possesses full legal capacity, power, and authority to enter into and perform this Agreement.

The Buyer is participating in this transaction for commercial offtake purposes and not as an “investment” in a security or financial instrument.

The Buyer’s participation is made either:

(a) outside the United States, in an offshore commercial transaction, consistent with Regulation S principles, or

(b) within the United States, as a lawful commercial purchaser of goods under the Uniform Commercial Code (UCC) and applicable state or federal trade regulations.

The Buyer confirms that it is legally permitted under the laws of its jurisdiction to purchase, take delivery of, and hold ownership of gold bullion, and to participate in a deferred-payment offtake arrangement.

### **Purpose of Purchase**

The Buyer is acquiring the Offtake Tokens and corresponding rights to receive refined gold bullion solely for its own commercial use, trade, or delivery allocation purposes, and not with the intent to resell or distribute the Tokens or bullion in violation of applicable law.

### **Acknowledgment of Risk and Uncertainty**

The Buyer acknowledges that project milestones, production start dates, refining schedules, and delivery windows are estimates only and are subject to change based on regulatory, operational, or market factors beyond the Seller’s control.

The Buyer understands that this transaction carries commercial, logistical, and commodity-price risk, including possible delay or loss of expected delivery timelines, and agrees that such factors shall not constitute a default by the Seller.

### **Independent Evaluation**

The Buyer has reviewed the Offtake Summary and Offering Memorandum, understands the Deferred Payment structure, and has had the opportunity to seek independent legal, financial, and technical advice before signing.

The Buyer has not relied on any oral or written representations other than those expressly contained in this Agreement.

### **Financial Capacity and Experience**

The Buyer has the financial resources and commercial experience necessary to perform its obligations hereunder, including making the Down Payment and Deferred Payment when due, and assumes the economic risk accordingly.

### **Compliance and Documentation**

The Buyer shall provide all information and documentation reasonably requested by the Seller to verify identity, source of funds, and compliance with anti-money-laundering (AML), know-your-customer (KYC), and sanctions requirements applicable to cross-border gold transactions.

The Buyer acknowledges that failure to provide or maintain compliance documentation may result in suspension or cancellation of delivery or Token allocation.

## **SELLER REPRESENTATIONS AND WARRANTIES**

**Digix Holding Inc.** (the “Seller”) hereby represents and warrants to the Buyer that:

### **Organization and Authority**

The Seller is a company duly incorporated, validly existing, and in good standing under the laws of the Republic of Panama, with full corporate power and authority to execute, deliver, and perform its obligations under this Offtake Agreement.

### **Authorization and Validity**

The execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate actions of the Seller. This Agreement constitutes a valid and binding obligation of the Seller, enforceable in accordance with its terms.

### **Offtake Token Authorization**

The Seller is authorized to create, issue, and administer GOLDN Offtake Tokens (“Tokens”) as digital instruments evidencing commercial offtake rights to refined gold bullion under this Agreement. Such Tokens function solely as digital delivery entitlements and not as securities, investment contracts, or equity instruments.

### **Rights to Collateralized Reserves**

The Seller holds and maintains contractual and secured rights to approximately 49,000 troy ounces of 43-101 Indicated Gold Reserves from the San Gregorio Vein, located within the Nieves Mine in Mexico, which serve as the initial collateral basis for the GOLDN Offtake Program.

### **Operational Control and Supply Assurance**

The Seller, through its wholly owned mining subsidiary Digix Reyes Mining S.A., maintains operational control over active gold concessions, including Iglesiasani, Maripani, Flor, 6 de Agosto, Tora, and Colosal, located in and around La Paz, Bolivia through various contracts and agreements.

These projects collectively provide the production capacity necessary to fulfill the Refined Gold Delivery Obligations to Buyers under this Agreement.

### **Compliance with Law**

The Seller is in material compliance with all applicable laws, regulations, and contractual obligations governing its operations, including environmental, mining, export, and trade compliance laws within its operating jurisdictions.

### **No Conflict or Violation**

The execution and performance of this Agreement do not and will not conflict with or result in a breach of any law, judgment, or agreement binding upon the Seller, nor require any governmental approval other than those already obtained or customarily required for international offtake transactions.

## **CONFIDENTIALITY**

All offering materials and related information provided by the Issuer are confidential and may be used solely to evaluate this investment. Disclosure to third parties is prohibited except to professional advisors bound by confidentiality.

## **RESALE RESTRICTIONS**

The Buyer acknowledges and agrees that the GOLDN Offtake Tokens represent commercial delivery entitlements linked to this Offtake Agreement and are not freely tradable securities unless internally on the Digix Trading Platform or a Company approved alternative platform.

(b) U.S. Buyers — U.S. Persons may participate solely pursuant to commercial offtake provisions under which the Tokens evidence a bona fide forward purchase obligation for refined bullion and are not intended to constitute an investment security.

### **Notification Requirement**

Any permitted transfer must be recorded on the Digix Platform Ledger, and the transferee must receive a digital confirmation reflecting the assignment of the corresponding offtake rights and obligations, including any outstanding Deferred Payment responsibilities.

### **Effect of Non-Compliance**

Any purported transfer in violation of these restrictions shall be null and void and shall not be recognized by the Seller or recorded in the Digix system.

## **INDEMNIFICATION**

Investor agrees to indemnify and hold harmless Digix Holding Inc., its directors, officers, and affiliates from any loss or liability arising out of any false representation or breach of this Agreement by the Investor.

## **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Panama. The parties consent to the exclusive jurisdiction of the courts of Panama City, Panama for all disputes arising from or relating to this Agreement.

## **RISK FACTORS**

Buyer acknowledges that the acquisition of the GOLDN\_OT Tokens involves significant risks, including but not limited to:

- Fluctuations in the price of gold;
- Delivery and logistics;
- Political and operation risks in Mexico and Bolivia;
- Uncertainty in mining output and reserve realization;
- Production and reserve realization;
- Changes in laws applicable to digital assets.

### **Disclaimer**

The foregoing Risk Factors do not purport to be an exhaustive list of all risks associated with participation in this Offtake Agreement.

Prospective Buyers are urged to review all accompanying materials, assess their own risk tolerance and operational capacity, and obtain **independent legal, financial, and tax advice** before executing this Agreement.

## **EXECUTION AND BINDING EFFECT**

This Agreement may be executed electronically in counterparts, each of which shall be deemed an original. Upon acceptance by the Issuer, this Agreement becomes binding upon both parties and their successors and assigns.

**SIGNATURE PAGE TO FOLLOW**

# **SIGNATURE PAGE**

Purchaser Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Wallet Address: \_\_\_\_\_

Number of Tokens Purchased: \_\_\_\_\_

Price per Token:      \$0.01975

Total Purchase Allocation (USD): \_\_\_\_\_

Signature: \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **ACCEPTANCE BY ISSUER**

DIGIX HOLDING INC.

By: \_\_\_\_\_

Name: Philip A. Falcone

Title: CEO

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# Payment Instructions

## “Digix Subscription Escrow Account”

### PAYMENT IN USD/LOCAL CURRENCY:

#### DOMESTIC WIRE

Escrow Account Name: *Digix Subscription Acct.*

Bank Name: COASTAL COMMUNITY BANK

Bank Address: 5415 Evergreen Way  
Everett, Washington 98203  
+1 (888) 216-9619

Account Number: 875109038666

Routing Number (ABA): 125109019

#### INTERNATIONAL WIRE

Escrow Account Name: *Digix Subscription Acct.*

Bank Name: BLUEVINE, INC

Bank Address: 401 Warren Street, Suite 300  
Redwood City, California 94063  
+1 (888) 216-9619

Account Number: 875109038666

SWIFT Code: BLVNUS32

A copy of the wire confirmation must be emailed to:  
[info@Goldndigital.io](mailto:info@Goldndigital.io)

## **PAYMENT IN CRYPTO:**

### **BITCOIN**

#### **Digix Subscription Escrow Account Wallet:**

bc1q5h3glfk9w4xvmmkuqvf4y3y4eqalzpx83jkhz

### **ETHEREUM**

#### **Digix Subscription Escrow Account Wallet:**

0xF49D92ef8e209c0b728c8bdDe2fA2B1783fB0521

### **SOLANA**

#### **Digix Subscription Escrow Account Wallet:**

2t2mAwjHNZvK7L22sLX5DDTGdrA65UoH7ppU8nczoivV

A copy of the confirmation must be emailed to:  
**info@Goldndigital.io**

\_\_\_\_\_

**For Payment Processing with CC, Venmo, Cash App  
or Pay Pal, please email: Info@GoldnDigital.io**

